



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>

Monday, June 15, 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:

- 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

- 2A. Presentation of Annual Brazosport Tourism Report- Edith Fischer, Director of Tourism
- 2B. Upcoming Events -
 - Stars and Stripes, July 4, Historic Downtown Freeport, 9:00A.M.-1:00P.M.
 - Fishing Fiesta, July 2-July 5, Freeport Municipal Park
 - Fishing Fiesta Fireworks, July 3, Freeport Municipal Park, 9:00P.M.

3: Consent Agenda:

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, June 1, 2026 - Clarisa Fernandez, City Secretary
- 3B. Action approving Road Closures for 4th of July, Stars and Stripes - Maria Lopez, Main Street Coordinator
- 3C. Action approving the Monthly Financial Report through May 31, 2026 - Ashlee Hurst, Finance Director
- 3D. Action approving temporary road closure for BISD Varsity Football games at Hopper Field - Jennifer Howell, Police Chief

4: Business

- 4A. Consideration and possible action approving Resolution No. 2026-3054 appointing board members to the Senior Citizens Commission.(Dr. Danielle Kelly)
- 4B. Consideration and possible action approving Ordinance No. 2026-2769 amending Ordinance No. 2025-2756 Establishing Procedures and Deadlines for Items to be Placed on the City Council Agenda.(Dr. Danielle Kelly)
- 4C. Consideration and possible action approving Resolution No. 2026-3055 Establishing Procedures for Nominations and Appointments to Council-Appointed Boards and Positions.(Dr. Danielle Kelly)
- 4D. Consideration and possible action approving a Lease Agreement with Nelli's for the Antonelli's Root Beer Stand.(Dr. Danielle Kelly)
- 4E. City Attorney Update.(Christopher Duncan)
- 4F. Discussion with city attorney about update work load, projects and progress made since he was hired in as Freeport attorney.(Councilman Davis)

5: Work Session

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 McDonald Ward A announcements and comments.
- B. Councilman Davis Ward B announcements and comments.
- C. Councilwoman Mireles 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

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:

- 6A. Executive Session regarding a.) Texas Government Code, Section 551.074 (Personnel Matters) 1.) Review city attorney's contract (Councilwoman Mireles)

7: Reconvene into Open Session:

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


8: Adjournment

- 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 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





April 29, 2026

Dr. Danielle Kelly
City Manager
1201 N. Avenue H
Freeport, TX 77541

Dear Dr. Kelly:

The Brazosport Area Chamber of Commerce would like to request to be on the city council agenda for the June 15th meeting. At that time an update will be given on the Brazosport Convention & Visitors Council's tourism promotion. We will also ask for continued funding for our marketing efforts.

Feel free to contact Sandra Shaw or me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Edith Fischer".

Edith Fischer
Director of Tourism

The background image shows the exterior of the Freeport Historical Museum. The building has a blue facade with white trim around the windows and doors. A large palm tree stands in the center-right. In the foreground, there are two circular stone-edged garden beds with green plants. The sky is clear and blue. The text is overlaid on the image.

Brazosport Convention & Visitors Council 2025 Annual Report Freeport

Who We Are



Our Mission

Official destination marketing organization for the Brazosport Area

Promote Clute, Freeport, Lake Jackson and Surfside Beach as one leisure and meeting destination

A Division of the Brazosport Area Chamber of Commerce



How We're Funded

Hotel occupancy taxes from Clute, Freeport, Lake Jackson, and Surfside Beach

Revenue generated by overnight visitors staying in local hotels and short-term rentals

Funds are not co-mingled with Chamber funds



Who We Report To

Brazosport Area Chamber of Commerce Board of Directors

City councils of Clute, Freeport, Lake Jackson & Surfside Beach

Make an annual presentation and submit quarterly reports outlining how tax funds are spent

Industry Partnerships



Local Accommodations & Attractions

Meet throughout the year to share information, collaborate, and cross promote local attractions and events. Serve on their boards and committees.



TXDoT – Travel Division

Share local events through statewide publications, websites, and email campaigns, and distribute our brochures at travel information centers across the state.



Travel Texas (Office of the Governor)

State tourism marketing division promoting Texas as a premier destination. Earned Tourism Friendly Texas designation in 2025 for each city.



Around Houston

A tourism initiative to promote the Houston region as a leisure destination through domestic and international campaigns spanning print, digital, influencer outreach, and travel trade shows.



Texas Independence Trail Region

Heritage tourism partnership highlighting the historical significance of our area under the Texas Heritage Trails Program and the Texas Historical Commission.



Other Partners

Brazoria County Parks Department, Brazoria County Museum Alliance, Texas Parks & Wildlife, Texas Travel Alliance, Texas Hotel & Lodging Association

Advertising & Promotional Efforts

1

Digital Marketing

Targeted mobile cost per click ads, mobile location-based ads, and social media campaigns. Ads appear across mobile apps and websites, matching with users on smartphones.

2

Print Advertising

Regional travel magazines, Texas travel guides, and visitor brochures distributed at welcome centers statewide. We also produce and distribute a printed area map.

3

Public Relations

Earned media coverage in regional and statewide press, travel publications and websites, social media exposure, influencer content, and partner promotions.

4

Cooperative Marketing

Joint campaigns with Around Houston, Travel Texas, the Texas Independence Trail Region and local attractions to maximize exposure and share costs.

5

Brazosport CVC Publications

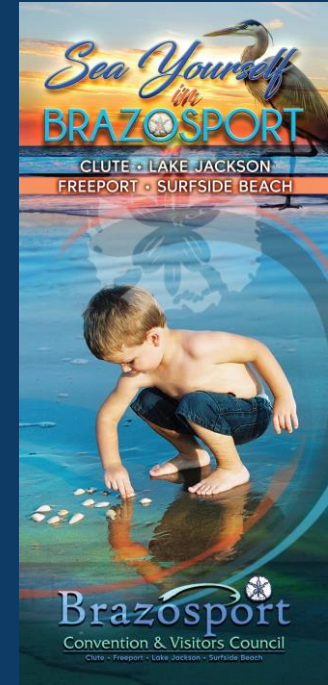
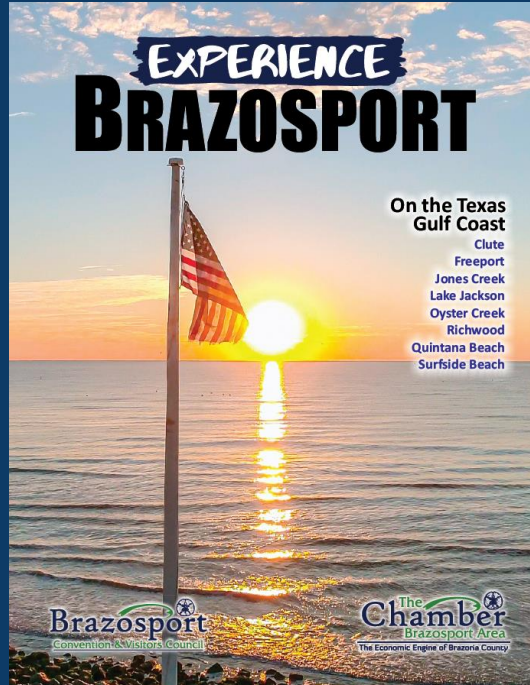
Annual Experience Brazosport Visitor magazine showcases the top 25 things to do in the area. Sea Yourself in Brazosport visitor guide with fold-out map highlights points of interests, and hotels.

6

Video & Content Creation

Promotional videos, photography, and blog content highlighting the Brazosport Area through [My Curly Adventures](#) and [My Culinary Adventures](#).

Publications



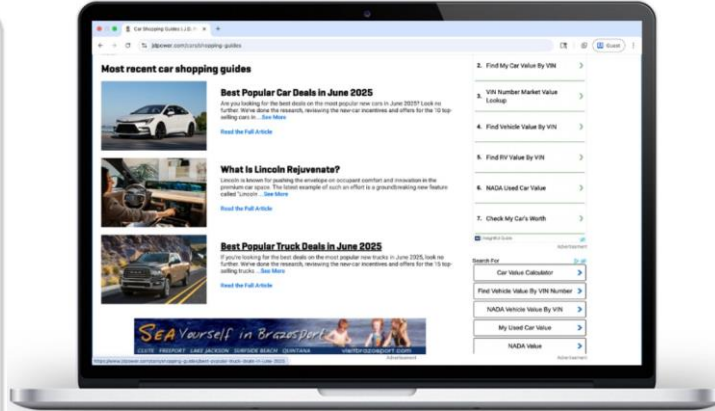
Paid & Earned Media

Publication / Website	Publication / Website	Publication / Website
10Best.USAToday.com	KatyMagazineOnline.com	Texas Highways E-newsletter
365thingsinhouston.com	KHOU.com	Texas Highways Magazine
AAA Explorer Magazine Events	LMTonline.com	TexasHighways.com
AAA Explorer Texas Enews	Mobile Cost Per Click Ads (Various Outlets)	Texas State Travel Guide
Around Houston Visitors Guide	Mobile Speed Targeted Ads (Various Outlets)	TheTravel.com
Black Diamond Newsletter (Germany & UK)	Shreveport Times, DailyComet.com	Touring Texas Guide
CANUSA (Canada, Germany, & UK)	Social Media – Facebook, Instagram	TourTexas.com
Chron.com	Texas Coop Power Magazine & Website	Travel Taste & Tour Magazine
Discover North America (UK Market)	Texas Data Warehouse / TravelTexas.com	Travel Texas Social Stories
Group Tour Magazine	Texas Events Calendar	USA-Reisen (Canada, Germany, & UK)
HolaHouston.com	Texas Highways E-blast	VisitHoustonTexas.com

Total Media Value
\$190,000

Total Circulation
12.2 million

Ads



Public Relations

Conference/ Event / Meeting / Show

Alvin Hotel Occupancy Tax Grant Award Committee
American Bus Association Marketplace
Around Houston Regional Tourism Initiative Meeting
Brazoria County Day in Austin
Brazoria County Museum Alliance Meeting (Hosted)
Brazosport Fine Arts Council Strategic Planning Session
Dallas Travel & Adventure Show
Denver Travel & Adventure Show
Freeport Historical Commission & Main Street Advisory Board

Conference/ Event / Meeting / Show

Freeport Historical Museum Expansion Ribbon Cutting
Freeport Kid Fest
Freeport Main Street Tree Lighting Ceremony
Gulf Coast Bird Observatory 30th Anniversary Planning Meeting
Gulf Coast Bird Observatory Board of Directors
HGAC's Bringing Back Main Street Workshop
Lone Star Coastal Alliance
Sea Center Texas Volunteer Banquet
Hanson Riverside County Park/Harris-Beal Backcountry Park Signing Ceremony & Ribbon Cutting

Conference/ Event / Meeting / Show

Texas Downtown Association's Regional Roundtable
Texas Historical Commission's Heritage Trails Program Statewide Meeting
Texas Independence Trail Region Board of Directors Texas Independence Trail Region Strategic Planning Session
Texas Independence Trail Region's Texian Rally
Texas Travel Alliance Unity Dinner
Texas Travel Alliance Travel Summit
Tourism Cares hosted by Visit Galveston
Xtreme Hummingbird Xtravaganza

Public Relations Impact

Active participation in conferences, travel shows, and community events generate earned media coverage, deepen partnerships with key tourism organizations, and position the Brazosport Area as a leisure, cultural and heritage destination.

VisitBrazosport.com



About ▾ | Things To Do ▾ | Stay | Meet | Events | Plan ▾ | Contact



The Perfect Getaway is Waiting in Brazosport

Your Coastal Connection for Family Fun

94,000 Pageviews

Event count of 291,000

Approximately half of users are new to the site

Most Visited Pages

Beaches, Attractions, Dining, and Events

Top Locations

Houston, Dallas/Fort Worth, Austin, and San Antonio

Referring Sites

Facebook, VisitHoustonTexas, 365ThingsinHouston, TravelTexas

Freeport Visitor Profile

Visitor Profile

Who Visits: Families with children, couples, and retirees. Majority are domestic travelers from Texas and neighboring states.

Why They Come: Beach-related activities, fishing, eco-tourism, and heritage tourism.

Top Visitor Activities

- 1 Beaches
- 2 Fishing
- 3 Birding & Wildlife
- 4 Historical & Cultural Sites

Source: Dean Runyan & Associates, Travel Texas (Office of the Governor), 2025



2025 Summary

\$17.7M

Direct Travel Spending
Freeport

\$1.6M

Local & State Tax Receipts
Freeport

240

Travel Industry Jobs
Freeport

What We Did

- **\$190K in media value** across 33+ publications and websites reaching 12.2 million total circulation
- **6 marketing channels** — digital ads, print, PR, cooperative campaigns, publications, and video content
- **27+ industry events** including travel shows, legislative meetings, and partner conferences
- **Tourism Friendly Texas** designation earned for each city in 2025
- **Influencer campaigns** with My Curly Adventures and My Culinary Adventures generating video, photography, and blog content

The Impact

- **94,000 pageviews** on VisitBrazosport.com with 291,000 event interactions; roughly half were new visitors
- **\$17.7M in direct travel spending** in Freeport; \$188.4M across the Brazosport Area
- **\$1.6M in tax receipts** for Freeport; \$15.5M area-wide
- **240 travel jobs** supported in Freeport; 2,610 across the Brazosport Area
- **Top referral markets** — Houston, DFW, Austin, and San Antonio driving website traffic and visitation

Source: Dean Runyan & Associates, Travel Texas (Office of the Governor), 2025

Thank You



Board of Directors



Contact Information

Edith Fischer

Executive Vice President
edith@brazosportchamber.org

979.285.2501

Sandra Shaw

President & CEO
sandra@brazosportchamber.org

979.285.2501

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, June 1, 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 Larry McDonald
Councilman Jarvis Davis
Councilwoman Nicolasa Mireles
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
Crystal Ruiz, Executive Administrative Assistant
Sabrina Leblanc, Executive Administrative Assistant
Reginald Harris, Building Official
Corey Brinkman, Police Captain
Craig Graham, Police Lieutenant

Visitors: David McGinty
Linda Marshall
Manning Rollerson
Pamela Dancy
Thomas Koole
Margaret Bachman
Kenneth Hayes
Tom Pearson
Con McCleester
Diane McCleester
Troy Rivers
Margaret McMahan
Ron Bachman
Sam Reyna
West Warrict
James Wood
Jeff Pena
Leslie Anguiano

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 June 1, 2026, declaring that 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 announced that the item listed as Tax Abatements under the Executive Session portion of the agenda would not be discussed during tonight's meeting. Mayor Cain confirmed that Executive Session would address only the Utility Billing item.

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.

Margaret Bachman resides at 96 Dolphin Lane. She addressed the Council to respectfully request reappointment to the Board of Adjustments as a full member, noting that her term as an alternate member had expired. Ms. Bachman acknowledged that she had not reviewed the evening's agenda and stated that the requirement to attend that night had created a hardship due to a previously scheduled obligation. She expressed her appreciation for the opportunity to serve and thanked the Council for their consideration.

Manning Rollerson addressed the Council, referencing recent international travel and commenting on governance practices he observed abroad. He expressed frustration with what he characterized as violations of law by two newly sworn-in council members, specifically citing an alleged failure to vote on a matter required by law. He raised concerns about public safety, policing, environmental pollution, and matters related to land allocation on the east end of Freeport. He called on the city to fulfill its obligations to the community and stated his intention to hold the city and Port of Freeport accountable for what he described as organized criminal conspiracy against east end residents. He also referenced the ongoing Juneteenth observance and questioned the city's commitment to the Black population of Freeport.

Pamela Dancy addressed the Council and stated she felt compelled to speak about rumors circulating in the community that council members had conspired prior to the election to remove the city attorney. Ms. Dancy alleged that Councilman Rossow had been identified as a weak link to be persuaded in order to facilitate the attorney's removal. She asked that if such a removal were pursued, the city attorney be afforded the opportunity to present to citizens a full account of his accomplishments and ongoing work on behalf of the city.

Thomas Koole presented photographs depicting drainage problems in the alley between the 1300 and 1400 blocks between Fourth and Fifth Streets. He described chronic flooding issues, broken drainage pipes, and inadequate water pressure affecting residents. He expressed frustration that city representatives would visit the area but take no action despite resident complaints and tax payments. Mr. Koole also urged the Council to reconsider removing the Tax Abatements item from discussion, noting that industries in Brazoria County receive billions in tax relief while the city suffers from neglected infrastructure, and calling on all elected bodies in the region to demand those funds be returned to the community.

Margaret McMahan resides at 97 Dolphin Lane. She addressed the Council regarding the condition of United States flags displayed along West Second Street and Highway 288 during the Memorial Day weekend. Ms. McMahan noted that many flags were torn or frayed, citing this as a violation of the U.S. Flag Code, which requires displayed flags to be clean, unfrayed, and in good condition. She recommended the city adopt proactive inventory management practices, including post-removal inspections, damage counts, restock orders, and baseline inventory levels in the city's asset management system to prevent such lapses

before holidays. She also spoke more broadly about the need for a preventive maintenance program covering routine checks on a monthly, quarterly, semi-annual, and annual basis, linking the flags issue to the larger need for pride and attention to detail in the city's appearance.

Troy Rivers addressed the Council regarding a recall petition that he stated had been properly submitted and validated by citizens. He spoke that once the threshold for a valid recall petition is met, officials have a legal duty to certify it and allow voters to decide, citing Texas Supreme Court precedent. Mr. Rivers spoke about the mayor's vote to block the petition, suggesting that a truly innocent person would welcome a public vote rather than obstruct it. He called on the Council to correct the matter, allow the people to vote, and restore public trust.

Sam Reyna resides at 2002 North Avenue G. He addressed the Council in response to an accusation made at the previous meeting by Jeff Pena, who had allegedly claimed that a resident named Mark Parker assaulted him outside the council chambers and that the assault should be elevated to a felony because Mr. Pena considered himself a public servant by virtue of having announced a mayoral campaign. Mr. Reyna recited relevant portions of the Texas Penal Code and argued that a person announcing candidacy for office does not meet the legal definition of a public servant, and that the incident in question was at most an accidental bump that did not rise to the level of criminal assault. Mr. Reyna concluded his remarks with a spoken prayer for Mr. Pena.

Jeff Pena addressed the Council regarding what he characterized as illegal walking quorums by Mayor Cain, Councilwoman Mireles, and Councilman McDonald in violation of the Texas Open Meetings Act. He warned those individuals of his intent to report them to the Attorney General. Mr. Pena also challenged Councilwoman Mireles to disclose which attorneys they consulted when making claims about the city attorney's advice, and questioned whether their stated concerns were factual or pretextual. He warned City Manager Dr. Kelly of potential intimidation tactics by certain council members, referencing a prior attempt to remove the Chief of Police, and stated he would not be silenced until accountability was achieved.

Diane McCleester resides at 97 Dolphin Lane. She addressed the Council to clarify what she described as misinformation circulating regarding Texas short-term rental law. She explained that Texas does not have a statewide short-term rental statute, that the state hot tax definition is used as less than 30 day, and that local city councils retain authority to govern short-term rentals through ordinances and zoning. She cited House Bill 1905 from 2015 and Chapter 351/352 of the Tax Code in support of her clarification, noting that residential properties used for short-term rental can include mixed-use real estate.

Proclamations - Presentations and Updates

Upcoming Events -

Juneteenth Exhibit, May 20-June 20, Freeport Historical Museum

Shark Exhibit, All Summer 2026, Freeport Historical Museum

Story Time with the Freeport Library, June 10, Freeport Historical Museum, 11:00A.M.

Fort Velasco Day, June 13, Freeport Historical Museum, 9:00A.M.-1:00P.M.

Senior Citizens Commission America 250 Indoor Picnic, June 15, Freeport RiverPlace, 10A.M.-12:00P.M.

Stars and Stripes, July 4, Historic Downtown Freeport, 9:00A.M.-1:00P.M.

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

Public Hearings

Public Hearing: Consideration and possible action approving Ordinance No. 2026-2768 on the rezoning request within the 200 Block of South Avenue B, legally described as Velasco (Freeport), Block 12, Lots 13

through 19, from C-2 (General Commercial) to R-1 (Single Family Residential), subject to compliance with all applicable City of Freeport ordinances and adopted codes.

Mayor Cain opened the Public Hearing at 6:32P.M.

Building Official Reginald Harris presented the item, explaining that the property owner submitted a rezoning application after discovering that the property historically used as a residential homestead had been reclassified to commercial, apparently without the owner receiving notification. Mr. Harris noted that the Planning and Zoning Commission had reviewed and approved a recommendation to bring the item forward to Council for approval.

Janice Garcia spoke about her history with the property. She explained that she had been paying taxes on the land, a single mother, and that a home on the property was lost in a fire in 2014, with a second structure similarly lost. She stated she had been unaware of the rezoning until she attempted to obtain a building permit, at which point she was informed the property was zoned commercial. Ms. Garcia expressed her desire to rebuild a home on the property to carry on her family's legacy, noting that both her parents had passed away and that her father had only recently died.

Councilman Rossow affirmed the application, noting that Freeport is consistently seeking new rooftops, and expressed that he saw no reason to stand in the way of Ms. Garcia's efforts.

Councilman Davis offered condolences and remarked warmly on the applicant's persistence and desire to remain in Freeport.

Mayor Cain echoed the sentiment, stating that Freeport is open for business and welcoming the addition of a new residential rooftop.

Mayor Cain closed the Public Hearing at 6:41P.M.

Business

Consideration and possible action approving Ordinance No. 2026-2768 on the rezoning request within the 200 Block of South Avenue B, legally described as Velasco (Freeport), Block 12, Lots 13 through 19, from C-2 (General Commercial) to R-1 (Single Family Residential), subject to compliance with all applicable City of Freeport ordinances and adopted codes.

Building Official Reginald Harris provided a brief summary of the item for the record, reiterating that the Planning and Zoning Commission had overwhelmingly voted to recommend approval. Mr. Harris praised Ms. Garcia's conduct throughout the process, noting that she had done everything properly submitting a permit application, promptly writing a check for the rezoning fee upon being informed of the zoning conflict, and patiently pursuing the appropriate process. Mr. Harris stated that he had seen the applicant's home plans and described the proposed residence as a very nice home that would be a welcome addition to the city of Freeport. He recommended approval in alignment with the Planning and Zoning recommendation.

A motion was made by Councilman Davis to approve Ordinance No. 2026-2768 on the rezoning request within the 200 Block of South Avenue B, legally described as Velasco (Freeport), Block 12, Lots 13 through 19, from C-2 (General Commercial) to R-1 (Single Family Residential), subject to compliance with all applicable City of Freeport ordinances and adopted codes, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving minutes from May 11, 2026 and May 18, 2026.

A motion was made by Councilwoman Mireles to approve minutes from May 11, 2026 and May 18, 2026, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action to set the FY2026–2027 Budget Workshop Dates.

Finance Director Ashlee Hurst presented the item, explaining that staff was striving for improved collaboration, communication, and long-term planning in this year's budget development process. Ms. Hurst recommended establishing two budget workshop dates: Saturday, June 13, 2026 and Saturday, July 11, 2026, both to be held at City Hall and open to the public. Ms. Hurst described the format in detail: the June 13 workshop would feature a comprehensive PowerPoint presentation going line by line through all financials, departmental requests, and capital needs, with Council providing feedback. Staff would then incorporate changes before the July 11 workshop, which would focus only on those adjustments, with the goal of having the budget finalized ahead of the tighter deadlines for tax rates and formal adoption in August and September.

A motion was made by Councilman Davis to approve the FY2026–2027 Budget Workshop dates of June 13 and July 11, 2026, seconded by Councilman Rossow with discussion that followed.

Mayor Cain noted that both dates fall on Saturdays, confirmed the sessions would be open to the public and broadcast, and estimated the workshops would run from approximately 9:00 A.M. to 2:00 P.M.

Councilman Davis offered enthusiastic praise for Finance Director Ashlee Hurst and the new format, emphasizing the importance of transparency and full council involvement well ahead of the deadline rather than at the last minute. He also noted that other neighboring city councils operate in a similar fashion and that this level of engagement was appropriate given that we are talking about Freeport's money.

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 Resolution No. 2026-3046 to amend section 9.07A Alternative to Overtime: Flextime to the Personnel Policy Manual.

City Manager Dr. Danielle Kelly read the memorandum regarding Resolution No. 2026-3046, which would amend Section 9.07A, Alternative to Overtime: Flextime, of the City Personnel Policy Manual. Dr. Kelly explained that the proposed amendment would allow approved flextime hours to be utilized within 30 days of being earned rather than within the same pay period, while continuing to prohibit the banking or accumulation of compensatory time. She further stated that the amendment would provide greater scheduling flexibility for departments and employees, maintain supervisory approval requirements, and ensure compliance with applicable labor regulations.

A motion was made by Councilman Davis to approve Resolution No. 2026-3046 to amend section 9.07A Alternative to Overtime: Flextime to the Personnel Policy Manual, seconded by Councilman Rossow with discussion that followed.

Councilman Davis drew on his experience with Brazoria County, where flex/comp time has no expiration period and employees simply coordinate with supervisors and coworkers.

Councilwoman Mireles similarly referenced her experience at Dow Chemical, where comp time was informal and flexible.

Mayor Cain acknowledged the rationale behind setting a time limit specifically to prevent all employees from banking weeks of comp time and taking it simultaneously in December but expressed personal discomfort with the same-week constraint, noting that a 30-day window seemed more reasonable.

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 Resolutions appointing/reappointing members to various Boards and Commissions.

This item was moved forward on the agenda at Mayor Cain's direction to accommodate the large number of attendees present for this purpose.

City Manager Dr. Danielle Kelly reported that terms had expired as of May 31, 2026 on the following boards: Planning and Zoning, Freeport EDC, Board of Adjustments, Historical Commission and Main Street Advisory Board, and Parks and Recreation/Beautification Board. Several positions were also vacant due to members stepping down mid-term.

Mayor Cain invited all applicants who wished to introduce themselves to approach the podium and speak briefly about their backgrounds and interest in serving.

Ronnie Martin, 1850 West 8th Street, requested reappointment to the EDC, citing his background in retail, contract management, and corporate relationships developed through prior business ownership.

Kenneth Hayes, 414 Mystery Harbor, requested reappointment to the Board of Adjustments, expressing satisfaction with the board's work in supporting code enforcement efforts.

James Wood requested reappointment to the Historical Commission and Main Street Advisory Board, noting the growing enthusiasm in the city and the board's expanding public profile.

Kenneth Tyner requested reappointment to the EDC, noting this would be his third term if reappointed, praising the board's knowledgeable membership, and inviting the public to attend EDC meetings.

Patricia Richardson, 21 North Avenue A, applied for Planning and Zoning, stating her background in real estate and her shared passion for increasing residential rooftops in Freeport.

Vanessa Warick, 410 South Avenue C, introduced herself as a new Freeport resident and business owner (Repurposeful) who applied for Parks and Beautification, describing her skills in repurposing donated items and finding beauty and potential in places others may overlook.

Leslie Anguiano expressed her lifelong passion for Freeport, her ownership of a local business with her husband, and her desire to contribute to the city's continued growth through the Historic Commission.

Andrew Dill, 132 Brazos Landing, spoke about his years of service in Planning and Zoning, noting the board typically runs efficiently but occasionally handles items of real significance, citing Ms. Garcia's rezoning where the board expanded the staff recommendation from a single address to the entire 200 block as an example of meaningful impact.

Susan Landers, 915 West 9th, expressed interest in both Planning and Zoning and the Historic Commission, noting a 20-plus-year career as a certified arborist and a professional background in environmental health and safety with a focus on construction.

Jeff Pena applied for the EDC and Main Street boards, citing prior service as EDC president and as the council member who established the Main Street Historical Society. He warned the Council against reappointing existing EDC members, alleging involvement in lawsuits over city land, and to caution against allowing a HOA-type structure in the downtown Main Street program.

Tony Meladin, 529 West Fourth, a disabled U.S. Air Force veteran who recently relocated to Freeport, expressed interest in the Historic Commission or any board where he could contribute. Mayor Cain noted that Mr. Meladin's application did not appear in the submitted materials and suggested it may have been received after the deadline. Mr. Meladin was encouraged to resubmit.

A motion was made by Councilwoman Mireles to reappoint Andrew Dill to the Planning and Zoning Commission, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Davis to appoint Patricia Richardson to the Planning and Zoning Commission, seconded by Councilman Rossow with all present and voting "Aye" 3-2. The Council approved the motion. Councilman McDonald voted "Nay". Councilwoman Mireles voted "Nay".

A motion was made by Mayor Cain to reappoint Eric Hayes to the Planning and Zoning Commission, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Mayor Cain to appoint Ronnie Martin to the Economic Development Corporation (EDC), seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman McDonald to appoint David McGinty to the Economic Development Corporation (EDC), seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilwoman Mireles to appoint Kenneth Tyner to the Economic Development Corporation (EDC), seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Mayor Cain to appoint Margaret Bachman as a full member to the Board of Adjustments, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilwoman Mireles to reappoint Kenneth Hayes to the Board of Adjustments, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Davis to reappoint Flora Green to the Historical Commission and Main Street Advisory Board, seconded by Mayor Cain with all present and voting "Aye" 3-2. The Council approved the motion. Councilman McDonald voted "Nay". Councilwoman Mireles voted "Nay".

A motion was made by Mayor Cain to reappoint James Wood to the Historical Commission and Main Street Advisory Board, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council

unanimously approved the motion.

A motion was made by Councilman Davis to appoint Leslie Anguiano to the Historical Commission and Main Street Advisory Board, seconded by Mayor Cain with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilwoman Mireles to appoint Susan Landers to the Historical Commission and Main Street Advisory Board, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Mayor Cain to appoint David McGinty to the Historical Commission and Main Street Advisory Board, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Davis to appoint Jeff Pena. Motion died due to a lack of a second.

A motion was made by Councilwoman Mireles to appoint Vanessa Warick to the Parks and Recreation/Beautification Board seconded by Councilman Davis with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Rossow to appoint Susan Landers to the Parks and Recreation/Beautification Board, seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action on the appointment of City Council Liaison for City of Freeport Boards and Commissions.

City Manager Dr. Danielle Kelly cited Article 4, Section 2-143 of the City of Freeport Code of Ordinances, which requires the City Council to appoint one of its members as liaison to each board and commission. Due to turnover on the Council, it was timely to appoint new liaisons.

A motion was made by Councilman McDonald to appoint Councilwoman Mireles as the liaison to the Planning and Zoning Commission, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Davis to appoint Mayor Cain to continue as the liaison to the EDC, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Davis to appoint himself as the liaison to the Board of Adjustments, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilwoman Mireles to appoint Councilman McDonald to the Historical Commission and Main Street Advisory Board, seconded by Councilman Rossow with all present and voting "Aye" 3-2. The Council approved the motion. Councilman McDonald voted "Nay". Councilman Davis voted "Nay".

A motion was made by Councilwoman Mireles to appoint Councilman Rossow to continue as the liaison to the Senior Citizens Commission, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman McDonald to appoint Councilman Rossow to continue as the liaison to the Parks and Recreation/Beautification Board, seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Discussion regarding amending Ordinance No. 2025-2756 establishing specific procedures and deadlines for items to be placed on the City Council agenda.

City Manager Dr. Danielle Kelly introduced the item, noting that staff recommended the Council discuss the current ordinance and provide direction regarding any desired amendments, with no formal action requested at this meeting. If directed, staff would prepare a revised ordinance for consideration at a subsequent meeting.

Mayor Cain led the Council through each provision of the existing ordinance, inviting discussion on each section.

Section 1- Submission Deadline (Regular Meetings): The current ordinance requires agenda requests from the Mayor or a single council member to be submitted in writing to the City Manager by noon on the Thursday that is 9 calendar days prior to the meeting. Mayor Cain proposed changing the deadline from noon to 5:00 PM (close of business) on that Thursday, which Dr. Kelly indicated was acceptable. The Council agreed. Regarding the requirement of a single council member to request an agenda item, a significant discussion arose. Councilwoman Mireles expressed support for requiring two council members to co-sponsor an agenda request, noting this was how it had been done in the good old days. Mayor Cain agreed, stating it helps filter out frivolous agenda items. Councilman Rossow also noted that the two-member requirement had only recently been changed to one member, and questioned the rationale for changing it back. Councilman Davis spoke about his opposition, stating that requiring a second sponsor effectively handcuffs an elected representative and is disrespectful to the citizens who elected each council member to advocate on their behalf. He stated he knew of no other city that required two members to simply place an item on an agenda. Mayor Cain responded that while legitimate ward issues would easily garner a second, the two-member threshold protects against items that may be politically motivated or legally problematic. The Council took no formal vote but the direction moved toward requiring two council members for regular meeting agenda requests.

Section 2- Submission Deadline (Special Meetings): The same discussion regarding a single versus two-member requirement applied here, with Mayor Cain recommending the threshold be raised to two council members for special meeting agenda items as well. The Council agreed.

Section 3- City Manager Placement of Items: Mayor Cain raised concerns about the current language requiring items to be placed on the agenda "as requested" using "exact language." He proposed a collaborative drafting process in which the City Manager would create a draft from the submitted request and send it back to the council member for review and revision before posting. Councilman Davis indicated support for City Manager Dr. Danielle Kelly's professional judgment in determining appropriate language, while Mayor Cain emphasized that the current language does not allow for that discretion. City Attorney Chris Duncan confirmed that under the current ordinance, the city is obligated to post the item exactly as written. The Council agreed.

Section 4- Open vs. Executive Session Placement: Mayor Cain noted past instances where items were placed in the wrong session open instead of executive, or vice versa creating procedural complications at the meeting. He recommended language be added allowing legal counsel to flag and correct such errors before posting. City Attorney Christopher Duncan confirmed that when such errors occur, he raises the issue at the meeting and a majority of Council votes to correct the placement. Mayor Cain and the Council indicated a preference for resolving these issues before the agenda is posted.

Section 5- City Manager/Staff Contact: Councilman McDonald expressed that all communication regarding agenda items should flow through the City Manager, not city staff directly, consistent with council-manager governance norms. Mayor Cain agreed and indicated the reference to city staff may need to be narrowed to City Manager. The Council agreed.

Section 6- Supporting Documentation: Mayor Cain emphasized this as among the most important provisions, noting past instances where Council arrived at a meeting with minimal information about an agenda item. He stated that thorough supporting documentation is critical for informed decision-making.

Section 7- Tabling Agenda Items: Mayor Cain stated that this provision allows the Council to table any agenda item upon a motion and majority vote during the open session of the meeting in which the item appears on the agenda. He indicated that the provision is self-explanatory.

Section 8- Reintroduction Moratorium: The current provision prohibits reintroduction of a defeated item for three months unless requested by the Mayor or a council member who did not sponsor the original item. Mayor Cain expressed support but again suggested the threshold should be two members.

Section 9- Work Session Items: Mayor Cain clarified that simply mentioning an item during the work session does not constitute a formal agenda submission. The written process must still be followed. The Council agreed this was appropriate and consistent with normal procedure.

Councilman McDonald requested that a revised draft of the ordinance be provided for review before formal action is taken. Mayor Cain confirmed that the revised ordinance would be prepared by staff and placed on a future agenda.

Discussion regarding amending Resolution No. 2025-2951 standard procedures to nominate and select positions for all Council appointed boards.

City Manager Dr. Danielle Kelly introduced the item, noting that staff recommended Council discuss current appointment and nomination procedures and provide direction for any desired amendments, with no formal action requested at this meeting.

Mayor Cain walked through the key provisions:

Section 1- Nominations: Every council member shall be allowed to make nominations for each position. The Council agreed.

Section 2- Opportunity to Speak: Each nominated person present in person shall have the opportunity to present their merits. The Council discussed the "present in person" requirement in depth. Councilwoman Mireles and Councilman McDonald both objected strongly to requiring applicants to be physically present at the council meeting in order to be appointed, noting it creates unnecessary hardship for volunteers who may be at work, on vacation, or dealing with personal obligations. Councilman Davis drew a distinction between job seekers (who are expected to appear for an interview) and volunteers donating their time to serve the city. Mayor Cain shared two illustrative examples: a former appointee who was denied appointment because she had the flu, and a current appointee who canceled and rescheduled his vacation around the delayed appointments process. Mayor Cain expressed that while he personally values attendance and would weigh it in close decisions, requiring attendance as a threshold condition is excessive for volunteers.

Section 5- which currently prohibits appointment of any person not physically present at the meeting — should be removed.

City Attorney Duncan clarified that because this resolution's rules apply to all council-appointed boards as well, removing Section 5 would also eliminate the in-person attendance requirement for board-level

nomination processes, which Mayor Cain indicated was equally desired.

Section 3- Liaison Priority: The council member serving as liaison to a given board shall have the opportunity to make the first motion to appoint a nominee. Mayor Cain expressed satisfaction with this provision, noting that tonight's appointments proceeded more smoothly than in past cycles.

Section 4- Individual Votes: Appointments shall be made one at a time, not as a slate. No objection.

Mayor Cain noted an additional related issue: at a recent EDC meeting, the board had wanted to make a formal recommendation to Council for a nominee but could not do so because that nominee was not present at the board meeting an extension of the same burdensome "must be present" rule. He stated the removal of Section 5 would resolve this issue as well. Staff was directed to prepare an amended resolution for formal consideration at a subsequent Council meeting.

Consideration and possible action approving Resolution No. 2026-3052 deeming property of the Freeport Police Department surplus for donation.

Police Chief Jennifer Howell presented the item, explaining that canine officer Abigail a single-purpose narcotics detection dog obtained by the department around 2019 had been recommended for retirement by the veterinarian due to health concerns that had emerged over the prior six to nine months, including thyroid issues. Chief Howell noted that Abigail's role as a single-purpose dog had extended her working life somewhat beyond what dual-purpose dogs typically serve, with most service canines retiring between six and nine years depending on breed and service type. Because Abigail is classified as a city asset, she must formally be deemed surplus property before any disposition can occur. Chief Howell explained that the department wished to donate Abigail to one of her previous handlers, who had already been contacted and was enthusiastic about the adoption. A contractual agreement was prepared stipulating that if the handler can no longer care for Abigail or if end-of-life decisions arise, the matter would return to the police department for guidance. Chief Howell remarked warmly on Abigail's character and service and expressed the department's hope that she would enjoy her remaining years as a "couch dog." When asked about a replacement, Chief Howell confirmed the department had submitted a request through the budget process.

A motion was made by Councilman Davis to accept the retirement of Sister Abigail, seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2026-3053 deeming property of the Freeport Police Department surplus.

Police Chief Jennifer Howell presented the item, explaining that the department had ten Symbol handheld ticket writers that were no longer operational, as the manufacturer had discontinued support for their operating system in the prior year. The department had already replaced them with new ticket writers currently in service. Chief Howell noted that the old units had been sitting in storage, including in Lieutenant Graham's office, and that the lieutenant had requested they be cleared out. Due to the sensitive nature of the data stored on the devices from their use as ticket writers, Chief Howell recommended the units be deemed surplus and destroyed through an e-cycle process rather than donated or sold. Councilwoman Mireles asked about the e-recycling destination, and Chief Howell explained there are multiple options, including a city-wide e-waste collection coordinated by IT staff, or alternative vendors if that collection had already closed. Mayor Cain confirmed that all data would be wiped prior to destruction.

A motion was made by Councilman McDonald to approve Resolution No. 2026-3053 deeming property of the Freeport Police Department surplus, seconded by Councilwoman Mireles with all present and voting

"Aye" 5-0. The Council unanimously approved the motion.

Kenneth Hayes, liaison between the City and the Velasco Drainage District (VWD), informed Council that the district had begun its semiannual chlorine burn-out process and advised that residents may notice a chlorine odor during the flushing period. He explained that the procedure is conducted twice each year and had commenced that day. Mr. Hayes noted that the process would continue for approximately 30 days. In response to an inquiry regarding the duration of the flushing program, City Manager Dr. Danielle Kelly clarified that the burn-out was officially scheduled to continue through June 22 and stated that multiple public notices had been posted on Facebook and the City's website. Mayor Cain thanked Mr. Hayes and the VWD representative for the information.

Work Session

Councilman McDonald Ward A announcements and comments.

Councilman McDonald noted a recent issue at a business in Ward A that he had personally looked into, and acknowledged a persistent infrastructure issue on one of the streets in his ward that had not yet been resolved.

Councilman Davis Ward B announcements and comments.

Councilman Davis thanked all board applicants and attendees. He offered a Memorial Day tribute to veterans, expressing admiration for those who voluntarily entered military service. He noted ongoing sidewalk work in Ward B and stated his intent to advocate during the budget process for reconstruction of a concrete road on Ninth Street. He also noted several streetlights out in Ward B that he planned to document and report. Councilman Davis closed by asking residents to keep the Harris family in their prayers following the loss of a family member.

Councilwoman Mireles Ward C announcements and comments.

Councilwoman Mireles reported that she regularly communicates with Dr. Kelly about issues in Ward C and expressed appreciation for Dr. Kelly's responsiveness.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow congratulated all attendees for staying through the entirety of the meeting. He highlighted the upcoming Juneteenth celebration on June 19, noting that former Mayor Bass hosts an annual free fish fry at Dickie Park in Angleton, featuring entertainment, tater tots, and drinks, with fish donated by Phillips 66. He described the event as drawing 200 to 300 attendees and noted it has been held successfully without incident for several consecutive years.

Mayor Jerry Cain announcements and comments.

Mayor Cain thanked all attendees, noting this was the third consecutive meeting with a near-full house. He clarified that the removal of the Tax Abatements item from tonight's Executive Session did not indicate the city had abandoned the topic, rather, the city is in the process of rethinking its approach to future tax abatements, and while existing agreements may not be alterable, any new abatements would be subject to revised policy. Mayor Cain also addressed the flooding and sewer backup concerns raised during audience participation, stating his commitment to continuing infrastructure investment until every residence in Freeport can flush its toilets during rain events. He shared that following a recent rain, he contacted Dr.

Kelly about a specific complaint and was told crews were already en route.

City Manager announcements and comments.

City Manager Dr. Danielle Kelly offered a preview of the upcoming budget, stating that Council would be well pleased with the emphasis on infrastructure investment visible in the June 13 budget workshop materials. She announced that on June 10, police, fire, and EMS would conduct a full-scale emergency exercise at Brazoswood High School in Clute, with lights and sirens visible throughout the day — residents in the area were advised not to be alarmed as it is a drill. Dr. Kelly also introduced her new Executive Assistant, Sabrina LeBlanc, noting she was recruited from the Police Department, and acknowledged the outgoing assistant Crystal Ruiz who would be transitioning to a position with the PD.

Councilman Davis offered warm remarks to current Executive Administrative Assistant Crystal Ruiz, wishing her success in her next role.

Executive Session

Executive Session regarding a.) Texas Government Code, Section 551.071 (Consultation with Attorney) 1.) Utility Billing. 2.) Tax Abatements.

The Regular Session closed at 8:53P.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 9:15P.M. and the Council went back into Regular Session.

There was no action from the Executive Session.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman McDonald to adjourn, seconded by Councilman Davis with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 9:15P.M

Jerry Cain, Mayor

Clarisa Fernandez City Secretary



City Council Agenda Item #[3.B]

Title: Action approving Road Closures for 4th of July, Stars and Stripes -
Maria Lopez, Main Street Coordinator

Date: June 15, 2026

From: Maria Lopez, Mainstreet Coordinator

Staff Recommendation: Staff recommends the approval of road closures for the Stars & Stripes Patriotic Celebration in Historic Downtown Freeport on Saturday, July 4, 2026. This free community event celebrates Independence Day and America's 250th anniversary while highlighting our Historic Downtown and designated Main Street District in accordance with the Main Street Four Point Approach. The event serves as a quality-of-life initiative for residents and visitors and promotes community engagement within Downtown Freeport.

Item Summary: The requested road closures on Saturday, July 4, 2026, for the Stars & Stripes Patriotic Celebration, hosted by Freeport Main Street, include the following:

July 4 Road Closures:

Full event (6 locations): W Park (Southbound) at 4th St, E Park (Northbound) at 4th St, W Broad at W Park, E Broad at the Alley midway between E Park and Pine, E Park and W Park Avenues at 2nd St, with a temporary barricade on E 2nd St for the Parade.

Temporary locations (Bike / Ride Parade – as marked in yellow “X” on diagram): E 4th St at E Park Ave, Cherry St at 4th, Oak St at 4th (diagonal to block Northbound Oak St and Eastbound 4th St traffic or 2 barricades to the same effect), W Broad at Oak St (west side of Oak), W 2th St at Oak St (west side of Oak), W 1st St at Oak St (west side of Oak), W Brazos Blvd at Oak St (west side of Oak), E Brazos Blvd at Cherry St (east side of Cherry), E 2nd St at E Park Ave (east of E Park).

Background Information:

The Stars & Stripes Patriotic Celebration will be held on July 4, 2026, from 9:00 AM to 1:00 PM in Historic Downtown Freeport, located at 311 E. Park Avenue. The event will feature a live DJ, vendors, family-friendly activities, contests, daytime fireworks, photo opportunities, and the Red, White & Ride Patriotic Parade. The celebration will also include the America 250 Traveling Exhibit at the Freeport Historical Museum and other activities. The event is designed



to bring residents and visitors together while promoting Downtown Freeport as a vibrant destination.

Special Considerations: Event activities and the parade route will remain within the Downtown Main Street District. Coordination will occur with Public Works, Police, Fire, and other City departments to ensure safe implementation of road closures, traffic control measures, and pedestrian safety. Notification will be provided to affected businesses and residents before the event.

Financial Impact: All event-related expenses will be covered through the Main Street & Museum events budget and event sponsorships.

Board or 3rd Party Recommendation: The Main Street Advisory Board supports the Stars & Stripes Patriotic Celebration as a community engagement initiative that promotes Downtown Freeport and celebrates America's 250th anniversary.

Supporting Documentation:

1. Stars & Stripes Freeport Main Flyer
2. 4thofJuly-Road Closures

MUSIC • VENDORS • FAMILY FUN • CONTESTS
DAYTIME FIREWORKS • BIKE BASH • PHOTO OPS



STARS & STRIPES

Patriotic Celebration

JULY 4
FREE
EVENT
2026

9 AM - 1 PM

HISTORIC DOWNTOWN FREEPORT
311 E. PARK AVE • FREEPORT, TX

★ ★ ★

RED • WHITE • RIDE

BRING YOUR RIDE
JOIN OUR
PATRIOTIC PARADE

10:00 AM

★ ★ ★

★ **MOST PATRIOTIC CONTEST** ★
3 AGE GROUPS • PRIZES AWARDED

★ **RAFFLE** ★
WIN 75" TV!
IN PARTNERSHIP WITH VEOLIA



AMERICA 250
TRAVELING EXHIBIT
FREEPORT HISTORICAL MUSEUM



Celebrate America 250



311 E. Park Historic Downtown Freeport





July 4-Road Closures

Bike Parade-Yellow
9:30-11:00AM

Event Celebration-Red
7:30 AM-2:00PM

Bike Parade-10:00 AM





City Council Agenda Item #[3.C]

Title: Action approving the Monthly Financial Report through May 31, 2026 - Ashlee Hurst, Finance Director

Date: June 15, 2026

From: Ashlee Hurst, Finance Director

Staff Recommendation: N/A

Item Summary: The reporting is through May 31, 2026, for City financials.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 2026-05 - Finance Monthly Report

**City of Freeport
Monthly Financial Report
Period Ending May 31, 2026**

**Report Prepared By: Ashlee Hurst, CGFO
Finance Director, City of Freeport**



TABLE OF CONTENTS

General Fund Financials.....	3
Budget Summary.....	3
Revenue Producing Departments Overview.....	3
Accounts Payable.....	3
Hurricane Beryl.....	3
Historical Revenue Charts.....	4
Municipal Court.....	5
Ongoing Initiatives.....	5
Purchasing.....	5
Grant Administration.....	5-7
Water/Sewer Fund Financials.....	8
Budget Summary.....	8
Customer Billing Detail.....	8
Monthly Performance Overview.....	8
Historical Charts.....	9
Outstanding Balance Detail.....	10
BWA Usage.....	10
Financial Statements.....	11-16
Capital Projects.....	11-12
General Fund Budget Vs. Actuals.....	13
Water/Sewer Fund Budget Vs. Actuals.....	14
Fund Balance Summary.....	15
Cash Balance Summary.....	16
Report Certification.....	17

General Fund Financials

As of May 31, 2026

Budget Summary

The revenue collected for the General Fund is \$15,553,278 or 70.8% of the total budgeted revenues.

The expenditures for the General Fund total \$12,457,772 or 57.1% of the total budgeted expenditures.

The revenues are MORE THAN the expenditures by \$3,095,505.

See the attached financial statement for more detailed information.

Revenue Producing Departments Overview

	GOLF	EMS	RECREATION
Revenues	\$ 896,946	\$ 787,223	\$ 71,962
Expenditures	\$ 1,012,820	\$ 767,153	\$ 227,430
Excess / Deficit	-115,874	20,070	-155,468

Accounts Payable

Reporting Period	Purchase Orders Issued	Invoices Processed	Number of Payments Issued	Total Disbursements
FY2025 Total	186	8,315	4,233	\$ 36,633,121.54
Oct'25	18	719	316	3,392,794.00
Nov'25	5	492	233	2,936,832.12
Dec'25	10	473	226	734,782.10
Jan'26	5	586	276	1,336,033.71
Feb'26	11	585	281	2,590,111.58
Mar'26	15	589	285	2,017,047.85
Apr'26	9	606	346	2,814,235.14
May'26	5	628	317	1,478,000.40
Jun'26				
Jul'26				
Aug'26				
Sep'26				
FY2026 Total	78	4,678	2,280	\$17,299,836.90

Hurricane Beryl

75% FEMA Reimbursement Maximum

25% City Responsibility Minimum

Total Expenses to Date: \$2,330,395.78 (includes costs FEMA has deemed ineligible for reimbursement)

Potential Eligible FEMA Reimbursement: \$1,323,710.85

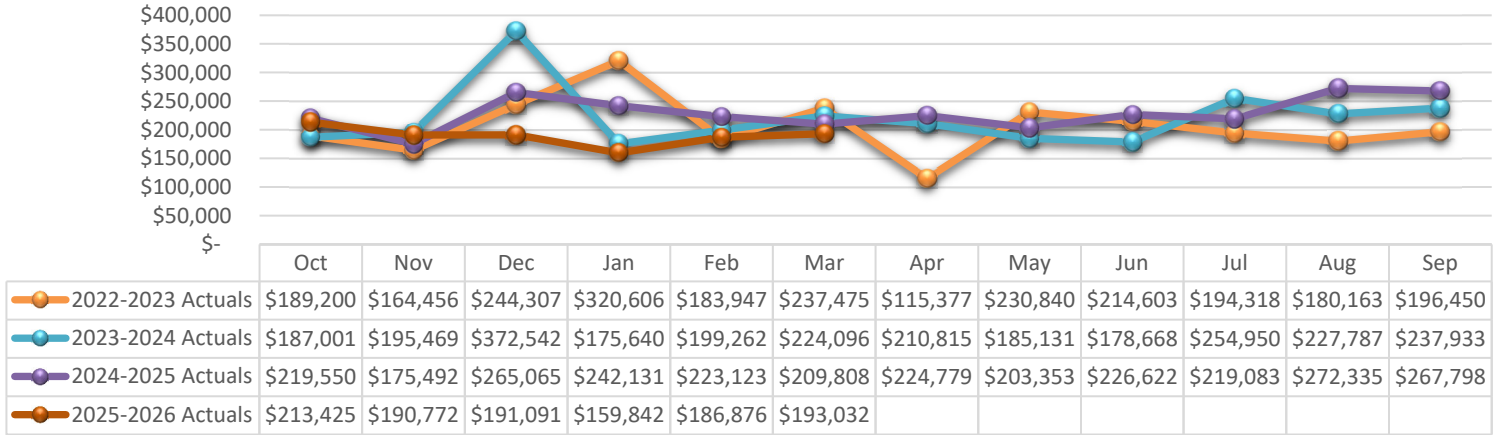
Insurance Reimbursements: \$560,754.72

FEMA Payments Received: \$245,901.57

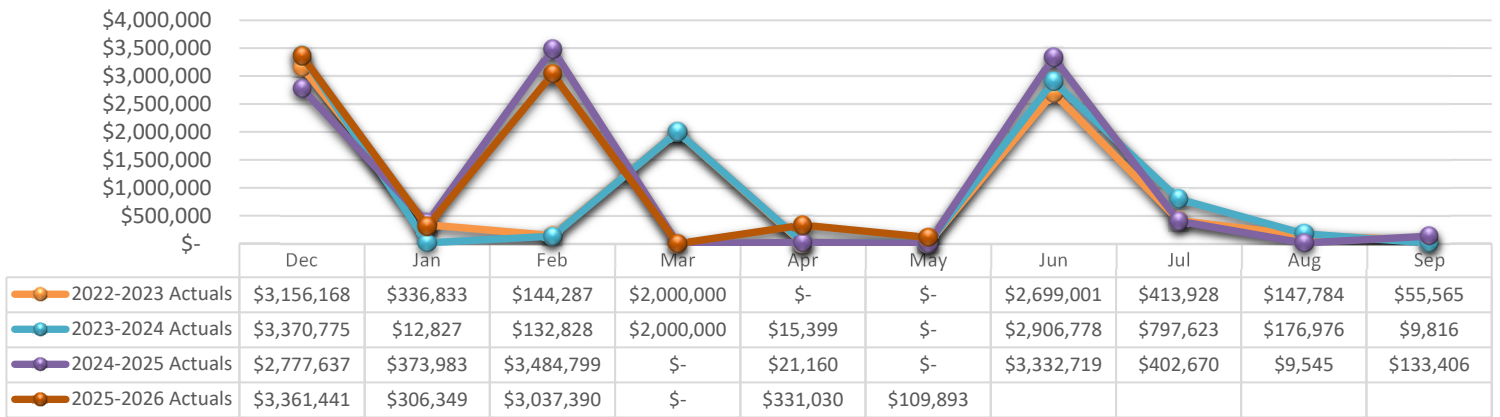
To-Date Local Share Cost: **\$445,930.21**

Historical Revenue Charts

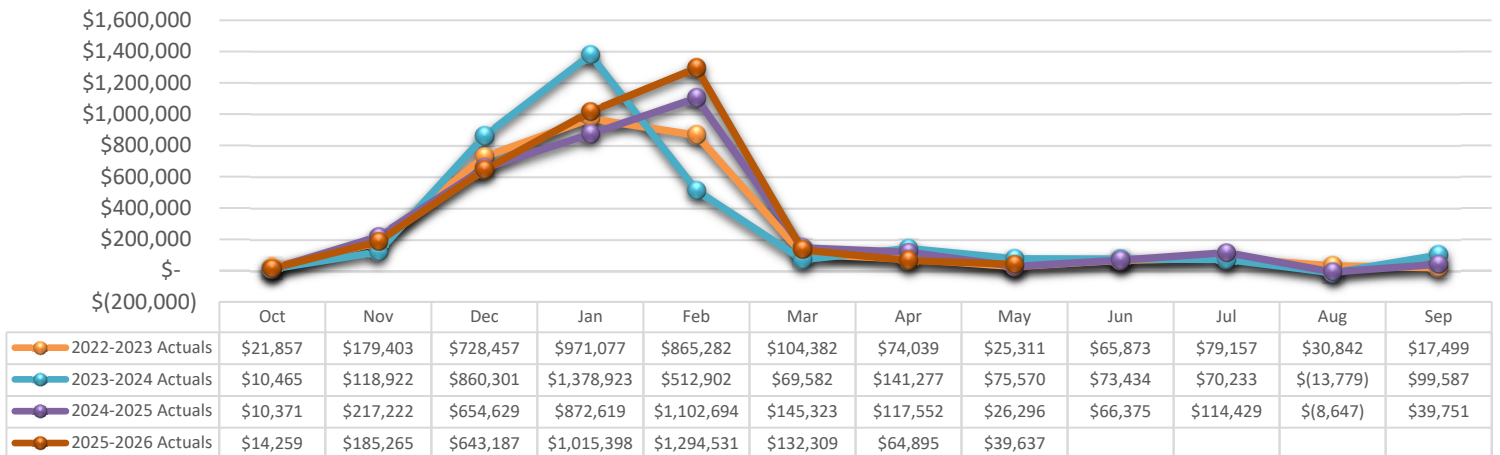
SALES TAX Monthly Collections Comparison



INDUSTRIAL DISTRICT PAYMENTS IN LIEU OF TAXES (PILOTS) Monthly Collections Comparison



PROPERTY TAXES Monthly Collections Comparison



Municipal Court

FY Total Through:	May 2024	May 2025	May 2026	% Change
Citations Issued	1,287	1,155	1,035	-10.4%
Violations Issued	1,484	1,324	1,192	-10.0%
Total Issued	2,771	2,479	2,227	-10.2%
Active Warrants	347	376	315	-16.2%
Fees Collected**	\$ 210,770	\$ 277,969	\$ 223,871	-19.5%

** Includes Regulatory, State, & Other Agency Fees

Ongoing Initiatives

AUDIT:

The interim audit for Fiscal Year 2025-2026 has begun.

BUDGET, CIP, LONG-TERM FINANCIALS:

Budget preparation is underway for the FY2026-2027 Budget.

AMI WATER METER PROJECT:

Ameresco continues to push back on their completion date of the project. The Port meters are still pending installation.

Purchasing

All bids are listed on our e-bidding portal:
<https://vendors.planetbids.com/portal/81745/portal-home>

None.

Grant Administration

- Hurricane Beryl (FEMA): The City is still working monthly with FEMA to get the documentation prepared to get reimbursements submitted as projects are assigned and created.
- FEMA – SAFER Grant – Fire Staffing Reimbursement: This grant was awarded in September 2025 to provide reimbursement for the costs of firefighter staffing expenses. The total of this grant award is \$964,345.95, including a City match of \$369,665.94 over a 3-year period. The period of performance of this grant ends in September 2029.

- FEMA – Assistance to Firefighters Grant (AFG) Self Contained Breathing Apparatus: This grant was awarded in September 2025 to provide reimbursement for the costs of purchasing “air packs”. The total of this grant award is \$110,000, including a City match of \$10,000. The period of performance of this grant ends in September 2027.
- CDBG - GLO, (Contract No. E164) Water Improvements: This grant project is currently still in the engineer design phase. The total award of this grant is \$1,837,967 with no City match. The grant period of performance end date is March 2026. GrantWorks is the grant administrator for this project. Freese and Nichols are the engineers for this project. No contractor will be selected until the project design is complete so a request for bids can be created for the scope of work.
- Office of the Governor (OOG) Radio System Modernization: This grant was awarded in September 2025 to provide reimbursement for updated radio systems. The total award for this grant is \$116,398.46 with no City match. The period of performance of this grant ends in June 2026.
- Office of the Governor (OOG) Dispatch Console Replacement: This grant was awarded in October 2025 to provide reimbursement for dispatch equipment. The total award for this grant is \$97,482.63 with no City match. The period of performance of this grant ends in September 2026.
- Office of the Governor (OOG) Resilient Backup and Network Modernization: This grant was awarded in December 2025 to provide reimbursement for network improvements. The total award for this grant is \$86,420.48 with a City match of \$21,605.12. The period of performance of this grant ends in December 2026.
- GLO Beach Maintenance Program: The new application has been awarded to the City and includes up to date labor rates, as well as Police Patrol Overtime rates.
- CDBG-Brazoria County: The City was granted a grant for installation of insta-valves in October 2024 for a total of \$220,000 with an \$8,000 City match. The period of performance for this project ends in August 2026. The valves were all successfully installed by Android Construction Services, LLC in March 2026. Final payment has been submitted to Brazoria County soon for reimbursement and grant closeout.
- Texas Division of Emergency Management (TDEM) Lift Station #14 Generator: This mitigation program project was awarded in June 2023 for a total award of \$40,000, including a City match of \$4,000. The period of performance of this project ended in June 2024. A time extension request has been granted through March 2026. The project is complete, the City is just awaiting payment to be approved and issued by TDEM.
- Texas Division of Emergency Management (TDEM) Service Center Generator: This mitigation program project was awarded in October 2024 for a total award of \$200,000, including a City match of \$20,000. The period of performance for this project ends in August 2025. A time extension request has been granted through June 2026.

- Texas Division of Emergency Management (TDEM) City Hall Generator: This mitigation program project was awarded in January 2025 for a total award of \$425,000, including a City match of \$42,500. A time extension request has been granted through June 2026.
 - Texas Division of Emergency Management (TDEM) Riverplace Generator: This mitigation program project was awarded in January 2025 for a total award of \$143,000, including a City match of \$14,300. A time extension request has been granted through June 2026.
-

Water/Sewer Fund Financials

As of May 31, 2026

Budget Summary

The revenues for the Water/Sewer Fund are \$6,872,563 or 76.5% of the total budgeted revenues.

The expenditures for the Water/Sewer Fund are \$5,457,304 or 60.7% of the total budgeted expenditures.

The revenues are MORE THAN the expenditures by \$1,415,259.

See the attached financial statement for more detailed information.

Customer Billing Detail

Account Classification	Water	Sewer	Total Billed
<i>Apartment</i>	\$ 414,338	\$ 362,041	\$ 776,378
<i>Church</i>	17,402	13,741	31,143
<i>Commercial</i>	1,016,113	671,755	1,687,869
<i>Industrial</i>	1,264,944	717,459	1,982,403
<i>Residential</i>	940,415	712,726	1,653,141
<i>School</i>	178,868	130,492	309,360
This FY Total Billed	\$ 3,832,080	\$ 2,608,215	\$ 6,440,295
Last FY Total Billed	\$ 2,915,667	\$ 1,741,445	\$ 4,657,111
% Change in FY Billings	31.4%	49.8%	38.3%

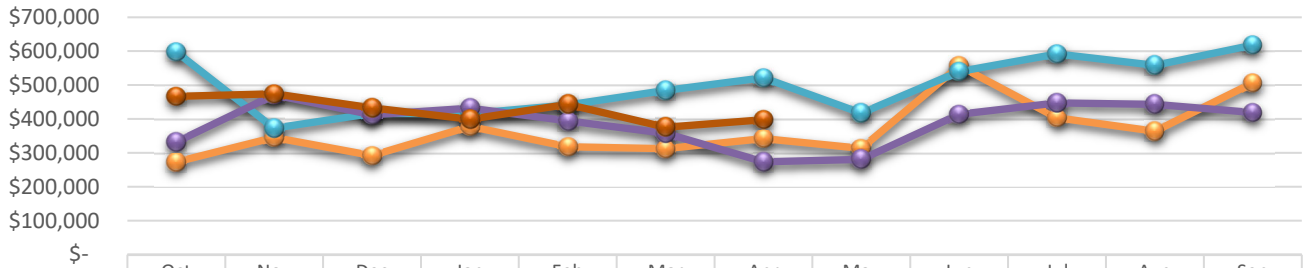
****Overall, there is a 38.3% INCREASE in billings, when compared to the same period last fiscal year.**

Monthly Performance Overview

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Accounts Cut Off	175	177	167	208	127	133	199	179
Voluntary Account Closures	26	13	32	23	30	22	11	34
Returned Payments	7	5	4	7	8	5	9	10
Failed Payment Arrangements	2	5	2	5	1	1	1	-
Disconnections for Nonpayment	210	200	205	243	166	161	220	223
Idle Meters W/Usage Found	26	12	-	4	-	25	21	11
Total Back Billed	\$ 382.76	-	-	-	-	\$ 224.08	\$ 1,261.04	-
Total Collections Payments	\$ 903.24	\$1,289.27	\$ 614.01	\$ 593.94	-	\$ 1,007.24	\$ 306.58	\$ 323.51

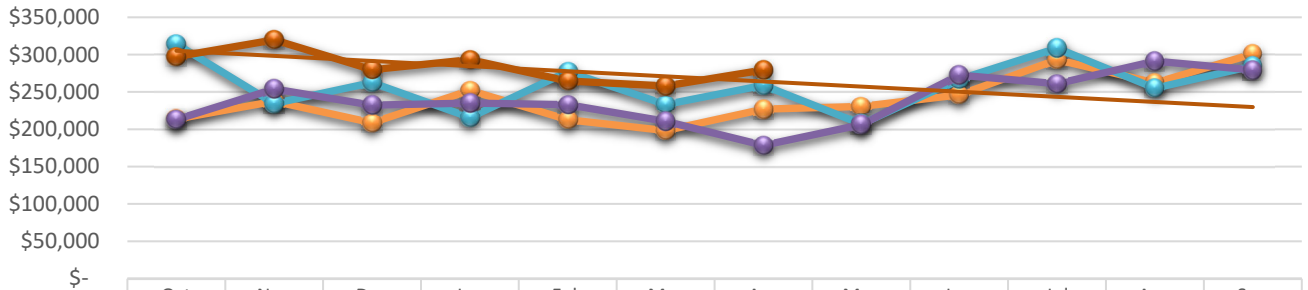
Historical Charts

Water Revenue Monthly Billing Comparison



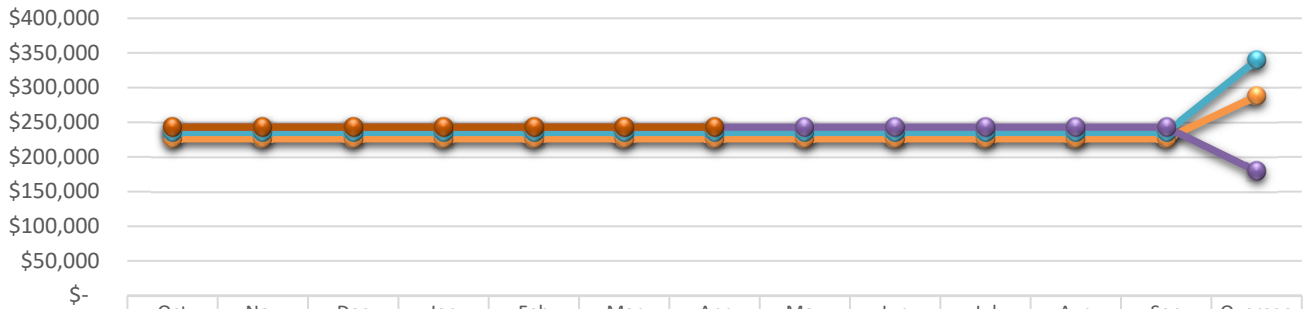
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	\$273,656	\$345,565	\$291,947	\$377,858	\$318,258	\$312,140	\$341,869	\$313,077	\$556,540	\$403,626	\$363,710	\$506,366
2023-2024 Actuals	\$597,163	\$372,829	\$416,317	\$415,757	\$441,255	\$484,094	\$521,461	\$417,301	\$539,848	\$591,553	\$558,209	\$617,831
2024-2025 Actuals	\$332,178	\$471,260	\$412,276	\$431,759	\$394,270	\$357,682	\$273,910	\$280,768	\$413,747	\$447,330	\$443,153	\$418,771
2025-2026 Actuals	\$466,506	\$474,586	\$432,641	\$399,209	\$443,089	\$376,032	\$397,880					

Sewer Revenue Monthly Billing Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2022-2023 Actuals	\$213,626	\$237,474	\$208,721	\$251,995	\$212,793	\$198,234	\$226,843	\$230,580	\$245,989	\$293,121	\$262,048	\$300,858
2023-2024 Actuals	\$314,173	\$234,472	\$262,490	\$215,777	\$277,028	\$233,015	\$258,738	\$207,129	\$266,760	\$308,572	\$255,024	\$284,679
2024-2025 Actuals	\$212,931	\$253,957	\$232,310	\$234,978	\$232,852	\$210,612	\$178,507	\$206,139	\$272,607	\$260,982	\$291,370	\$279,309
2025-2026 Actuals	\$297,213	\$319,817	\$279,845	\$293,097	\$264,653	\$258,155	\$279,457					

Veolia Monthly Expense Comparison



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Overage
2022-2023 Actuals	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$226,198	\$287,774
2023-2024 Actuals	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$235,359	\$339,415
2024-2025 Actuals	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$179,390
2025-2026 Actuals	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962	\$242,962						

Outstanding Balance Detail

Total Balance:	Current Due:	1 Month Due:	2 Months Due:	3 Months Due	4+ Months Due
\$ 1,807,300	\$ 1,529,153	\$ 71,761	\$ 82,124	\$ 41,146	\$ 83,115

Since January 2025, these outstanding balances have been reduced by:

4+ Months - \$601,495 (was \$684,610 as of 1/31/25)

3 Months - \$27,029 (was \$68,175 as of 1/31/25)

2 Months - \$1,300 (was \$83,424 as of 1/31/25)

1 Month - \$34,566 (was \$106,327 as of 1/31/25)

BWA Usage

Month	Gallons Billed	Price	Total Due	Total Usage	Difference	Previous Over (Under)	Total Over (Under)	Water Billing Profit (Loss)
Oct'24	62,000,000	4.60	\$ 285,200	53,750,000	(8,250,000)	-	(8,250,000)	\$127,076
Nov'24	60,000,000	4.60	\$ 276,000	50,696,000	(9,304,000)	(8,250,000)	(17,554,000)	\$155,702
Dec'24	62,000,000	4.60	\$ 285,200	50,460,000	(11,540,000)	(17,554,000)	(29,094,000)	\$109,024
Jan'25	62,000,000	4.60	\$ 285,200	51,932,000	(10,068,000)	(29,094,000)	(39,162,000)	\$48,508
Feb'25	56,000,000	4.60	\$ 257,600	43,745,000	(12,255,000)	(39,162,000)	(51,417,000)	\$16,310
Mar'25	62,000,000	4.60	\$ 285,200	48,619,000	(13,381,000)	(51,417,000)	(64,798,000)	(21,258)
Apr'25	60,000,000	4.60	\$ 276,000	47,590,000	(12,410,000)	(64,798,000)	(77,208,000)	\$112,026
May'25	62,000,000	4.60	\$ 285,200	62,646,000	646,000	(77,208,000)	(76,562,000)	\$193,098
Jun'25	60,000,000	4.60	\$ 276,000	46,310,000	(13,690,000)	(76,562,000)	(90,252,000)	\$188,612
Jul'25	62,000,000	4.60	\$ 285,200	49,421,000	(12,579,000)	(90,252,000)	(102,831,000)	\$176,853
Aug'25	62,000,000	4.60	\$ 285,200	57,126,000	(4,874,000)	(102,831,000)	(107,705,000)	\$106,232
Sep'25	60,000,000	4.60	\$ 276,000	56,510,000	(3,490,000)	(107,705,000)	(111,195,000)	\$114,448
Oct'25	62,000,000	4.96	\$ 307,520	62,182,000	182,000	-	182,000	\$168,657
Nov'25	60,000,000	4.96	\$ 297,600	55,346,000	(4,654,000)	182,000	(4,472,000)	\$137,645
Dec'25	62,000,000	4.96	\$ 307,520	53,722,000	(8,278,000)	(4,472,000)	(12,750,000)	\$74,556
Jan'26	62,000,000	4.96	\$ 307,520	54,291,000	(7,709,000)	(12,750,000)	(20,459,000)	\$139,290
Feb'26	56,000,000	4.96	\$ 277,760	49,679,000	(6,321,000)	(20,459,000)	(26,780,000)	\$105,599
Mar'26	62,000,000	4.96	\$ 307,520	52,986,000	(9,041,000)	(26,780,000)	(35,794,000)	\$ 94,082
Apr'26	60,000,000	4.96	\$ 297,600	51,651,000	(8,349,000)	(35,794,000)	(44,143,000)	\$ 618,764



City of Freeport
Capital Projects
 For the Period Ending May 2026

Total Construction Commitments as of 5/31/26	
Total Commitments	\$ 10,634,220.45
Enterprise	\$ 3,989,910.90
Governmental	\$ 6,644,309.55

Project	Project Status	Budgeted Cost	Spent To Date	Remaining
Fund 66 - 2020 CO Bond Fund				
Admin				
City Hall Renovations - 2020-2025	On Hold	998,000.00	548,359.03	449,640.97
Public Works				
Heritage House Renovations - 2020-2025	On Hold	375,000.00	2,500.00	372,500.00
Total Funding Fund 66 - 2020 CO Bond Fund		\$ 1,373,000.00	\$ 550,859.03	\$ 822,140.97

Fund 67 - 2021 CO Bond Fund				
Water/Sewer				
Phase I SSOI Engineering - 2022-2025	In Progress	215,926.00	22,974.00	192,952.00
Sewer Line Replacement SSOI - 2022-2025	In Progress	482,572.00	-	482,572.00
Total Funding 67 - 2021 CO Bond Fund		\$ 698,498.00	\$ 22,974.00	\$ 675,524.00

Fund 21 - Facilities & Grounds CIP				
Admin				
City Hall Renovations - 2020-2021	On Hold	750,000.00	66,784.00	683,216.00
Fire/EMS				
Temp. Modular Building - 2022-2023	In Progress	586,095.00	583,300.14	2,794.86
Fire Station 1 Driveway - 2022-2023	In Progress	10,000.00	2,488.25	7,511.75
Golf Course				
Fairway Program - 2023-2024	In Progress	320,000.00	100,372.17	219,627.83
Golf Cart Annual Repair Path - 2025-2026	In Progress	10,000.00	-	10,000.00
Police				
Jail Facility Renovation - 2022-2023	In Progress	77,320.18	-	77,320.18
Server Room Ventilation - 2023-2024	In Progress	12,500.00	-	12,500.00
Public Works				
Splashpad Renovation - 2023-2024	In Progress	10,000.00	-	10,000.00
Nesting Training Tables - 2023-2024	In Progress	6,750.00	-	6,750.00
Splashpad Replacement - 2025-2026	In Progress	20,000.00	-	20,000.00
Total Funding Fund 21 - Facilities & Grounds CIP		\$ 1,802,665.18	\$ 752,944.56	\$ 1,049,720.62

Fund 22 - Vehicle & Equipment Replacement Fund				
Fire/EMS				
Furnishings/Appliances Fire Station 2 - 2022-2023	In Progress	30,000.00	1,077.00	28,923.00
Portable Radios - 2023-2024	In Progress	36,400.00	15,424.10	20,975.90
Reserve PPE - 2023-2024	In Progress	19,100.00	21,306.60	-
Tire Replacement for Fire Engines - 2025-2026	In Progress	13,000.00	-	13,000.00
Police				
CJIS Update - 2024-2025	In Progress	5,500.00	3,744.00	1,756.00
Temperature Control Service/911 - 2024-2025	In Progress	14,000.00	5,364.07	8,635.93
Purchase of (3) Vehicles - 2025-2026	In Progress	350,000.00	5,840.67	344,159.33
Replace PD Building Camera & Storage	In Progress	12,000.00	-	12,000.00
Server Relocation - 2025-2026	In Progress	28,000.00	7,938.60	20,061.40
Surveillance Cameras - Council Chambers	Complete	7,995.77	7,995.77	-
Public Works				
15' Batwing Mower - 2025-2026	In Progress	29,000.00	24,800.00	4,200.00
Total Funding Fund 22 - Vehicle & Equipment Replacement		\$ 544,995.77	\$ 93,490.81	\$ 453,711.56

Fund 25 - Projects Fund				
--------------------------------	--	--	--	--

Admin				
Infrastructure OA Fleming Streets - 2023-2024	In Progress	1,401,353.97	-	1,401,353.97
Water/Sewer				
Infrastructure OA Fleming W/S - 2023-2025	In Progress	1,000,000.00	-	1,000,000.00
Lift Station - 2023-2025	In Progress	2,298,646.03	2,028,904.78	269,741.25
WWTP Improvements Grant Overage (D300) - 2023-2025	In Progress	6,754,500.00	6,330,276.35	424,223.65
Total Funding Fund 25 - Projects Fund		\$ 11,454,500.00	\$ 8,359,181.13	\$ 3,095,318.87

Grant Funded Projects (Various Funds)				
Administration				
GLO Beach Maintenance Grant - 2024-2025	In Progress	473,943.00	9,934.89	464,008.11
EDA Brownfield Grant - 2024-2025	In Progress	500,000.00	7,400.00	492,600.00
Fire/EMS				
FEMA SAFER - Fire Staffing Reimbursement - 2025-2028	In Progress	964,345.95	-	964,345.95
FEMA AFG - Self-Contained Breathing Apparatus - 2025	In Progress	108,900.00	-	108,900.00
Police				
OOG - Dispatch Console Replacement - 2025-2026	In Progress	97,482.63	92,532.80	4,949.83
OOG - Resilient Backup and Network Modernization - 2025-2026	In Progress	86,420.48	-	86,420.48
OOG - Radio System Modernization - 2025-2026	In Progress	116,398.46	31,802.40	84,596.06
Public Works				
TDEM MIT - City Hall Generator - 2024-2025	In Progress	425,000.00	180,090.00	244,910.00
TDEM MIT - Riverplace Generator - 2024-2025	In Progress	143,000.00	-	143,000.00
TDEM MIT - Service Center Generator - 2024-2025	In Progress	200,000.00	69,300.00	130,700.00
Water/Sewer				
CDBG MIT Water Improvements (E164) - 2023-2026	In Progress	1,868,000.00	54,626.00	1,813,374.00
Total Funding Grant Projects		\$ 4,117,547.52	\$ 536,351.20	\$ 4,537,804.43



City of Freeport

General Fund

Schedule of Revenues & Expenditures - Budget vs Actuals
For the Period End May 2026

	Current Fiscal Year, 2025-2026					Prior Year
	Budget FY 2025-2026	May-2026 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	May-2026 Y-T-D Actual
RESOURCES						
Property Taxes	3,419,000	39,637	3,060,849	(358,151)	89.5%	3,146,705
Industrial Taxes	10,475,000	109,893	7,146,104	(3,328,896)	68.2%	6,657,579
Sales Tax	2,680,000	193,032	1,326,128	(1,353,872)	49.5%	1,335,169
Franchise & Other Taxes	689,000	58,050	445,734	(243,266)	64.7%	479,533
Permits	152,800	19,622	145,615	(7,185)	95.3%	120,683
EMS	999,500	8,352	787,223	(212,277)	78.8%	785,921
Garbage	790,600	67,606	543,886	(246,714)	68.8%	521,770
Recreation/Rental	96,300	5,389	71,962	(24,338)	74.7%	67,101
Golf	1,198,300	105,188	896,946	(301,354)	74.9%	776,423
Municipal Court	230,050	12,727	140,534	(89,516)	61.1%	190,155
Grants	-	-	4,757	4,757	#DIV/0!	19,156
Lease Income	134,545	-	15,903	(118,642)	11.8%	48,520
Interest Earned	330,000	-	252,698	(77,302)	76.6%	255,746
Insurance Recovery	35,000	-	404	(34,596)	1.2%	202,829
Miscellaneous	572,927	25,148	587,308	14,381	102.5%	226,515
Transfers In	169,635	14,136	127,226	(42,409)	75.0%	
TOTAL ACTUAL RESOURCES	\$ 21,972,657.00	\$ 658,779.45	\$ 15,553,277.62	\$ (6,419,379.38)	70.8%	\$ 14,833,803.20
Use of Fund Balance	-	-	-	-		
TOTAL RESOURCES	\$ 21,972,657.00	\$ 658,779.45	\$ 15,553,277.62			\$ 14,833,803.20
EXPENDITURES						
Administration	2,514,355	227,684	1,786,927	(727,428)	71.1%	1,397,756
Information Technology	327,950	24,468	210,348	(117,602)	64.1%	319,954
Service Center	221,240	21,463	145,260	(75,980)	65.7%	146,031
Municipal Court	257,280	18,712	155,272	(102,008)	60.4%	215,203
Police	7,177,261	615,683	3,958,078	(3,219,183)	55.1%	3,845,152
Fire	2,093,076	198,401	1,001,740	(1,091,336)	47.9%	1,043,571
EMS	1,353,560	114,370	767,153	(586,407)	56.7%	751,292
Building	495,859	47,030	278,318	(217,541)	56.1%	302,688
Garbage Collection	755,000	60,256	435,423	(319,577)	57.7%	487,367
Street & Drainage	1,997,432	138,251	930,476	(1,066,956)	46.6%	999,197
Beach Fund Expense	42,850	-	4,561	(38,289)	10.6%	9,215
Main Street	183,560	12,057	114,959	(68,601)	62.6%	9,685
Historical Museum	346,419	17,791	144,073	(202,346)	41.6%	188,970
Sr Citizens Commission	18,000	2,416	12,072	(5,928)	67.1%	6,327
Library	42,200	8,529	20,950	(21,250)	49.6%	22,253
Parks	1,267,715	136,129	736,775	(530,940)	58.1%	767,305
Golf	1,537,973	141,558	1,012,820	(525,153)	65.9%	901,811
Recreation	488,381	29,993	227,430	(260,951)	46.6%	251,213
Transfers Out	686,849	57,237	515,137	(171,712)	75.0%	711,665
TOTAL EXPENDITURES	\$ 21,806,960.00	\$ 1,872,028.10	\$ 12,457,772.22	\$ (9,349,187.78)	57.1%	\$ 12,376,653.97
EXCESS/(DEFICIT)	\$ 165,697.00	\$ (1,213,248.65)	\$ 3,095,505.40			\$ 2,457,149.23

Notes to the Financial Statement:

- Due to timing of agenda deadlines, some revenues aren't received prior to the preparation of this report.



City of Freeport

Water & Sewer Fund

Schedule of Revenues & Expenditures - Budget vs Actuals

For the Period End May 2026

	Current Fiscal Year, 2025-2026					Prior Year
	Budget FY 2025-2026	May-2026 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	May-2026 Y-T-D Actual
RESOURCES						
Utility Reimbursements	145,000	9,992	76,518	(68,482)	52.8%	61,191
Interest Earned	15,000	-	31,515	16,515	210.1%	4,522
Misc. Income	209,227	7,348	245,539	36,312	100.0%	(431)
Returned Check Fees	1,400	330	1,710	310	122.1%	1,000
Interlocal Revenue	30,000	-	5,418	(24,582)	18.1%	-
Water Revenue	5,310,218	910,750	3,767,539	(1,542,679)	70.9%	2,648,788
Sewer Revenue	3,101,000	671,901	2,600,925	(500,075)	83.9%	1,730,219
Water Tap Fee	12,000	-	550	(11,450)	4.6%	7,719
Sewer Tap Fee	5,000	-	1,200	(3,800)	24.0%	2,000
Connect & Penalty Fees	155,000	19,736	136,202	(18,798)	87.9%	105,710
Bad Debt Write-Off	1,000	415	5,447	4,447	544.7%	509
Grant - CDBG GLO	-	-	-	-	0.0%	2,376,342
TOTAL ACTUAL RESOURCES	\$ 8,984,845.00	\$ 1,620,472.10	\$ 6,872,563.25	\$ (2,112,281.75)	76.5%	\$ 6,937,568.96
Use of Fund Balance	-	-	-	-	-	-
TOTAL RESOURCES	\$ 8,984,845.00	\$ 1,620,472.10	\$ 6,872,563.25			\$ 6,937,568.96
EXPENDITURES						
Salaries	181,880	18,963	105,769	(76,111)	58.2%	83,215
Benefits	93,741	7,781	49,249	(44,492)	52.5%	37,355
Supplies	38,500	1,769	39,558	1,058	102.7%	22,533
Services	7,366,600	580,084	4,558,606	(2,807,994)	61.9%	4,395,660
Maintenance	14,000	3,664	26,072	12,072	186.2%	(5,700)
Sundry	31,950	105	32,187	237	100.7%	29,647
Capital Outlay	467,135	-	52,585	(414,550)	11.3%	1,597,866
Transfer to Debt Service	641,039	53,420	112,500	(528,539)	17.5%	301,650
Transfer to General Fund	150,000	12,500	480,779	330,779	320.5%	150,000
TOTAL EXPENDITURES	\$ 8,984,845.00	\$ 678,286.34	\$ 5,457,304.14	\$ (3,527,540.86)	60.7%	\$ 6,612,225.08
EXCESS/(DEFICIT)	\$ -	\$ 942,185.76	\$ 1,415,259.11			\$ 325,343.88

Notes to the Financial Statement:

Revenues have trended OVER expenditures for the past six (6) months. This is an improvement when compared to previous years.



City of Freeport
Fund Balance Summary
 For the Period End May 2026

	Audited Fund Balance 9/30/2025	Year-to-Date Revenue	Year-to-Date Expense	Transfers In/(Out)	Unaudited Fund Balance 9/30/2026
OPERATING FUNDS					
10 - General Fund	11,876,004.40	15,553,277.62	12,490,853.23	-	14,938,428.79
56 - Water / Sewer Fund	26,178,269.66	6,872,563.25	5,457,304.14	-	27,593,528.77
	\$ 38,054,274.06	\$ 22,425,840.87	\$ 17,948,157.37	\$ -	\$ 42,531,957.56
DEBT SERVICE FUNDS					
64 - Debt Service Fund	519,255.00	971,827.73	1,025,141.95	-	465,940.78
	\$ 519,255.00	\$ 971,827.73	\$ 1,025,141.95	\$ -	\$ 465,940.78
BOND/CAPITAL PROJECT FUNDS					
66 - 2020 CO Bond CIP Fund	1,067,587.44	19,819.14	-	-	1,087,406.58
67 - 2021 CO Bond CIP Fund	2,000,031.01	32,999.59	966,455.55	-	1,066,575.05
68 - AMI Water Meter Project Fund	(3,231,378.67)	6,121.18	-	-	(3,225,257.49)
	\$ (163,760.22)	\$ 58,939.91	\$ 966,455.55	\$ -	\$ (1,071,275.86)
INTERNAL SERVICE FUNDS					
14 - Street & Drainage Fund	2,747,743.31	51,010.26	-	-	2,798,753.57
21 - Facilities & Grounds Fund	2,208,336.25	63,127.89	71,107.50	-	2,200,356.64
22 - Vehicle & Equipment Fund	6,926.29	496,434.36	77,802.86	-	425,557.79
23 - IT Fund	223,591.94	4,150.86	-	-	227,742.80
	\$ 5,186,597.79	\$ 614,723.37	\$ 148,910.36	\$ -	\$ 5,652,410.80
SPECIAL PURPOSE FUNDS					
15 - Golf Fund	-	-	-	-	-
16 - Marina Operations Fund	1,114.08	83.27	-	-	1,197.35
18 - Hotel-Motel Tax Fund	393,267.13	102,861.96	5,000.00	-	491,129.09
20 - EMS Fund	-	-	-	-	-
24 - City-EDC Projct Fund	48,998.75	20,515.63	14,726.25	-	54,788.13
25 - Port Projects Fund	3,159,666.56	52,149.64	2,326,945.41	-	884,870.79
26 - City Events Fund	-	26,382.00	75,660.64	-	(49,278.64)
40 - Court Technology Fund	22,752.47	430.54	-	-	23,183.01
41 - Court Security Fund	111,000.46	2,068.70	-	-	113,069.16
42 - Combined Muni Court Bldg Sec & Tech	746.05	7,972.07	-	-	8,718.12
43 - State Narcotics/Chapter 59 Fund	217,879.56	9,711.25	-	-	227,590.81
44 - Federal Narcotics/EQ Share Fund	-	-	-	-	-
45 - Civil Service Commission Fund	-	-	15,421.48	-	(15,421.48)
70 - TIRZ No. 1 Fund	963,358.39	374,040.94	51,791.10	-	1,285,608.23
71 - Freeport 19 LLC Development	155.49	7,461.77	8,278.34	-	(661.08)
	\$ 4,918,938.94	\$ 603,677.77	\$ 2,497,823.22	\$ -	\$ 3,024,793.49
GRANT FUNDS					
12 - City Grants	(0.30)	119,747.09	1,685,216.24	-	(1,565,469.45)
17 - Beach Maintenance Fund	-	-	-	-	-
100 - Hurricane Beryl Fund	(1,741,751.31)	128,669.38	807.45	-	(1,613,889.38)
	\$ (1,741,751.61)	\$ 248,416.47	\$ 1,686,023.69	\$ -	\$ (3,179,358.83)
OTHER FUNDS					
80 - Capital Assets	(10,453,459.91)	-	-	-	(10,453,459.91)
87 - Clearing Fund	-	-	-	-	-
90 - Long-Term Liabilities	(13,365,146.81)	-	-	-	(13,365,146.81)
	\$ (23,818,606.72)	\$ -	\$ -	\$ -	\$ (23,818,606.72)
EDC FUNDS					
30 - Economic Development Fund	4,863,939.35	695,455.89	821,554.35	-	4,737,840.89
31 - EDC Projects Fund	1,543,299.04	487,500.03	805,372.41	-	1,225,426.66
33 - EDC Marketing Fund	150,721.91	56,250.00	1,266.31	-	205,705.60
34 - Series 2001 - Debt Svc Fund	17,904.16	580.01	-	-	18,484.17
	\$ 6,575,864.46	\$ 1,239,785.93	\$ 1,628,193.07	\$ -	\$ 6,187,457.32
TOTAL CITY FUNDS	22,954,947.24	24,923,426.12	24,272,512.14	-	23,605,861.22
TOTAL EDC FUNDS	6,575,864.46	1,239,785.93	1,628,193.07	-	6,187,457.32
TOTAL ALL FUNDS	\$ 29,530,811.70	\$ 26,163,212.05	\$ 25,900,705.21	\$ -	\$ 29,793,318.54

Notes to the Financial Statement:

None



City of Freeport
Cash Balance Summary
 For the Period End May 2026

	Audited Cash Balance 9/30/2025	Year-to-Date Activity	Unaudited Cash Balance 9/30/2026
OPERATING FUNDS			
10 - General Fund	14,417,020.85	(895,301.28)	13,521,719.57
56 - Water / Sewer Fund	1,621,635.68	46,788.66	1,668,424.34
30 - EDC Fund	2,100,029.73	(664.69)	2,099,365.04
	\$ 18,138,686.26	\$ (849,177.31)	\$ 17,289,508.95
DEBT SERVICE FUND			
64 - Debt Service Fund	356,280.81	59,072.47	415,353.28
	\$ 356,280.81	\$ 59,072.47	\$ 415,353.28
BOND/CAPITAL PROJECT FUNDS			
66 - 2020 CO Bond CIP Fund	1,087,406.58	-	1,087,406.58
67 - 2021 CO Bond CIP Fund	1,066,575.05	-	1,066,575.05
68 - AMI Water Meter Project Fund	335,992.51	-	335,992.51
	\$ 2,489,974.14	\$ -	\$ 2,489,974.14
INTERNAL SERVICE FUNDS			
14 - Street & Drainage Fund	2,798,753.57	-	2,798,753.57
21 - Facilities & Grounds Fund	2,212,104.66	(11,748.02)	2,200,356.64
22 - Vehicle & Equipment Fund	395,620.37	29,937.42	425,557.79
23 - IT Fund	227,742.80	-	227,742.80
	\$ 5,634,221.40	\$ 18,189.40	\$ 5,652,410.80
SPECIAL PURPOSE FUNDS			
16 - Marina Operations Fund	1,197.35	-	1,197.35
18 - Hotel-Motel Tax Fund	441,738.83	49,390.26	491,129.09
24 - City-EDC Projct Fund	56,424.38	(1,636.25)	54,788.13
25 - Port Projects Fund	1,355,221.14	-	1,355,221.14
26 - City Events Fund	(33,830.59)	(15,448.05)	(49,278.64)
31 - EDC Projects Fund	1,231,259.99	(5,833.33)	1,225,426.66
33 - EDC Marketing Fund	199,455.60	6,250.00	205,705.60
34 - EDC Debt Service Fund	18,484.17	-	18,484.17
40 - Court Technology Fund	23,183.01	-	23,183.01
41 - Court Security Fund	113,069.16	-	113,069.16
42 - Combined Muni Court Bldgng Sec & Tech	7,874.16	843.96	8,718.12
43 - State Narcotics/Chapter 59 Fund	227,590.81	-	227,590.81
44 - Federal Narcotics/EQ Share Fund	-	-	-
45 - Civil Service Commission Fund	(14,863.64)	(557.84)	(15,421.48)
70 - TIRZ No. 1 Fund	1,285,608.23	-	1,285,608.23
71 - Freeport 19 LLC Development	16,418.86	-	16,418.86
	\$ 4,928,831.46	\$ 33,008.75	\$ 4,961,840.21
GRANT FUNDS			
12 - City Grants	(2,818,626.24)	(11,988.11)	(2,830,614.35)
17 - Beach Maintenance Fund	-	-	-
100 - Hurricane Beryl Fund	231,551.36	-	231,551.36
	\$ (2,587,074.88)	\$ (11,988.11)	\$ (2,599,062.99)
TOTAL CITY FUNDS	\$ 28,960,919.19	\$ (750,894.80)	\$ 28,210,024.39

Notes to the Financial Statement:

None

Report Certification



City of Freeport
Monthly Financial Report
Prepared by: Ashlee Hurst, CGFO – Finance Director

For the Month Ended **May 2026**

Certification of Report Accuracy

I hereby certify that the financial statements and supporting schedules contained in this Monthly Financial Report for the period ending **May 2026** are true and correct to the best of my knowledge.

This report reflects the financial condition of the City of Freeport based on the information available at the time of preparation and has been prepared in accordance with generally accepted accounting principles (GAAP) and applicable City policies.

Ashlee Hurst

6/1/2026

Signature

Date



City Council Agenda Item #[3.D]

Title: Action approving temporary road closure for BISD Varsity Football games at Hopper Field - Jennifer Howell, Police Chief

Date: June 15, 2026

From: Chief Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends approval of a request from BISD for a road closure in the 2000 block of Second St, or Old Hwy 36, for home varsity football games at Hopper Field.

Item Summary: BISD respectfully request the City Council's approval to temporarily close the city road adjacent to Hopper Field on Friday nights when varsity football games are scheduled. The specific closure we are requesting is the section of roadway between Hopper Field and Arlan's Grocery Store (Old Hwy 36). This temporary closure would provide a safe and designated area to park BISD buses, as well as visiting school band buses, during varsity football games.

The following list of dates are scheduled varsity football games at Hopper Field for the upcoming 2026 season:

- Friday, August 28, 2026 (Brazoswood vs. Santa Fe)
- Friday, September 4, 2026 (Brazosport vs. Van Vleck)
- Thursday, September 10, 2026 (Brazoswood vs. Sam Rayburn)
- Friday, September 11, 2026 (Brazosport vs. Brookshire Royal)
- Friday, September 18, 2026 (Brazosport vs. KIPP Sunnyside)
- Friday, October 2, 2026 (Brazoswood vs. Dobie)
- Friday, October 16, 2026 (Brazoswood vs. Memorial)
- Friday, October 23, 2026 (Brazosport vs. Katy Harmony)
- Friday, October 30, 2026 (Brazoswood vs. Alvin)
- Friday, November 6, 2026 (Brazosport vs. Bellville)

Background Information: Last year, BISD made the same request. It was approved by Council, and there were no reported incidents due to the closure.

Special Considerations: Potential for citizens/businesses to have temporary disruption, however this will provide increase safety for students and staff.

Financial Impact: None.

Board or 3rd Party Recommendation: Recommended and requested by BISD.

979.233.3526 Fax 979.233.8867



1201 North Avenue H. Freeport, TX 77541

Supporting Documentation:

1. City of Freeport - Request for road closure (Fall 2026)

Jay Zeller

Director of Athletics & Activities
Brazosport Independent School District
301 West Brazoswood Dr
Clute, Texas 77531
(979) 730-7280

May 26, 2026

Mayor and Members of the Freeport City Council

City of Freeport
1201 North Avenue H
Freeport, TX 77541

Subject: Request for Temporary Road Closure on Varsity Football Game Nights at Hopper Field

Dear Mayor Cain and Members of the City Council,

On behalf of Brazosport Independent School District, I respectfully request the City Council's approval to temporarily close the city road adjacent to Hopper Field on Friday nights when varsity football games are scheduled.

The specific closure we are requesting is the section of roadway between Hopper Field and Arlan's Grocery Store (Old Hwy 36). This temporary closure would provide a safe and designated area to park Brazosport ISD band buses, as well as visiting school band buses, during varsity football games. Our requested closure begins at 5:00pm on the nights listed below, and concludes thirty minutes after the game ends.

While this request does block Old Hwy 36 from the intersection at Brazosport Boulevard to the levee, it does not limit access to the commercial businesses located near that intersection. The shopping center has three access points along North Brazosport Boulevard, which would still have unrestricted access.

This request is made with the intent to:

- Ensure the safety of students, staff, and visitors during high-traffic events.
- Provide accessible and organized parking for large buses in close proximity to Hopper Field.
- Alleviate potential traffic congestion around the stadium, and allow for buses to exit the stadium area safely via the traffic light at the intersection of North Brazosport Boulevard and West 2nd Street.

We understand the importance of balancing community access and event safety, and we are committed to coordinating with the City of Freeport, Freeport Police Department, and other relevant parties to ensure the closure is properly managed and minimally disruptive.

The following list of dates are scheduled varsity football games at Hopper Field for the upcoming 2026 season:

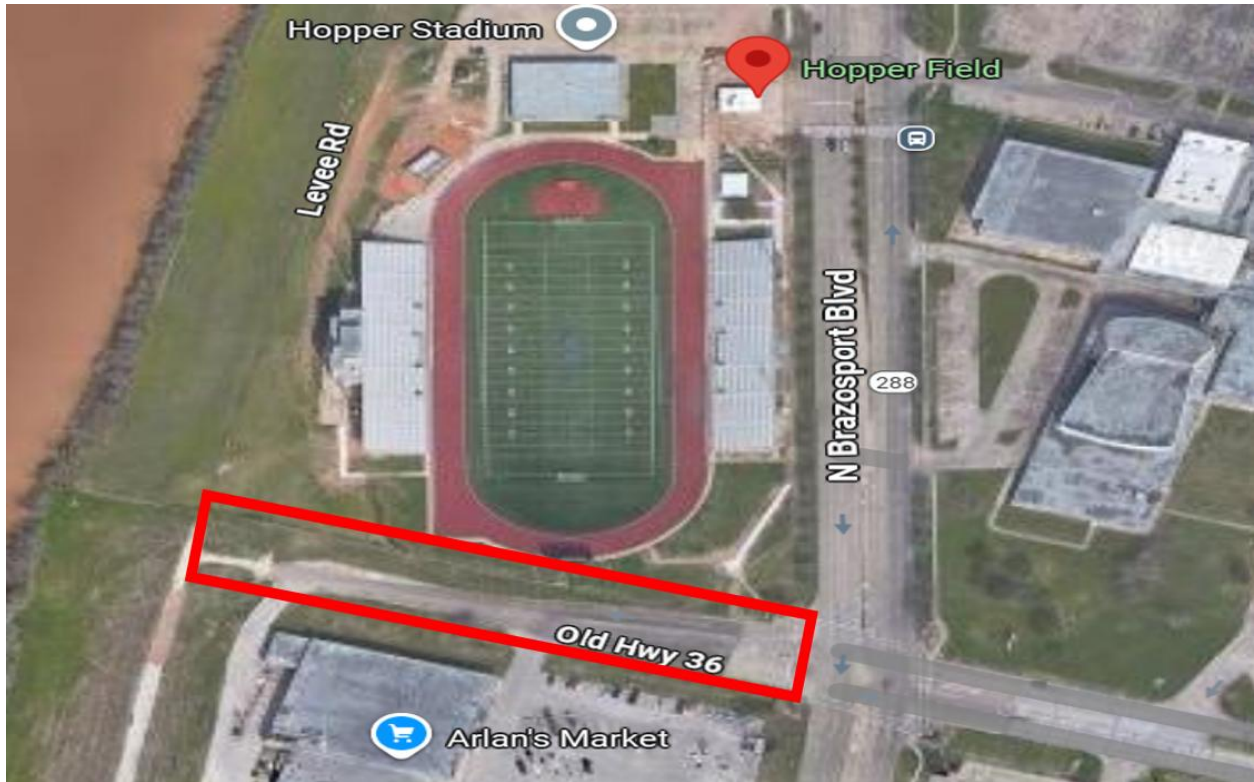
- Friday, August 28, 2026 (Brazoswood vs. Santa Fe)
- Friday, September 4, 2026 (Brazosport vs. Van Vleck)
- Thursday, September 10, 2026 (Brazoswood vs. Sam Rayburn)
- Friday, September 11, 2026 (Brazosport vs. Brookshire Royal)
- Friday, September 18, 2026 (Brazosport vs. KIPP Sunnyside)
- Friday, October 2, 2026 (Brazoswood vs. Dobie)
- Friday, October 16, 2026 (Brazoswood vs. Memorial)
- Friday, October 23, 2026 (Brazosport vs. Katy Harmony)
- Friday, October 30, 2026 (Brazoswood vs. Alvin)
- Friday, November 6, 2026 (Brazosport vs. Bellville)

We greatly value the City of Freeport's continued partnership and support of our students, schools, and community events. Thank you for considering this request, and we look forward to working together to provide a safe and enjoyable experience for all who attend.

Respectfully,

Jay Zeller
Director of Athletics & Activities
Brazosport Independent School District







City Council Agenda Item #[4.A]

Title: Consideration and possible action approving Resolution No. 2026-3054 appointing board members to the Senior Citizens Commission.

Date: June 15, 2026

From: Dr. Danielle Kelly

Staff Recommendation: Staff recommends approval of the Resolution appointing/reappointing members to the Senior Citizens Commission.

Item Summary: The terms of office for Dana Glenn, Diana Parker, and Carol Parker on the Senior Citizens Commission expired on May 31, 2026. At the time this memo was created, the City had received applications from individuals interested in serving on the Commission.

Additionally, board representatives wish to provide recommendations based on matters discussed at their respective board and commission meetings.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Senior Citizens Resolution 2026
2. Senior Citizens

RESOLUTION NO. 2026-3054

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

WHEREAS, the term of office of the Dana Glenn, Diana Parker, Carol Parker board Members of the Freeport Senior Citizen Board of the City of Freeport, Texas ("the City") has expired;

WHEREAS, the appointments of the above-board members terminates on May 31, 2026;

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

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified _____ person(s) to the Freeport Senior Citizen Board of the City for a term of two (2) years which expires on May 31, 2028, and until a successor for such person shall have been appointed and qualified, to-wit.

- 1. _____
- 2. _____
- 3. _____

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2026.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Fernandez, City Secretary
City of Freeport, Texas

Senior Citizens (3- Vacancies)

Applicant (Expired)

Reapplied

Dana Glenn

Yes

Diana Parker

Yes

Carol Parker

Yes



City Council Agenda Item #[4.B]

Title: Consideration and possible action approving Ordinance No. 2026-2769 amending Ordinance No. 2025-2756 Establishing Procedures and Deadlines for Items to be Placed on the City Council Agenda.

Date: June 15, 2026

From: Dr. Danielle Kelly

Staff Recommendation: Approve the attached Ordinance No. 2026-2769 amending Ordinance No. 2025-2756 establishing procedures and deadlines for items to be placed on the City Council agenda.

Item Summary: At the June 1, 2026 City Council meeting, Council discussed the existing procedures governing placement of items on City Council agendas and provided direction regarding desired amendments to Ordinance No. 2025-2756. In response to Council's discussion and direction, the attached ordinance has been prepared for formal consideration. The proposed amendments revise the process for requesting agenda items, establish updated submission deadlines, clarify administrative procedures associated with agenda preparation, and modify provisions related to the reconsideration of previously defeated agenda items. Approval of the ordinance will amend the current agenda procedures and establish the revised requirements governing placement of items on future City Council agendas.

Background Information: On December 1, 2025, the City Council adopted Ordinance No. 2025-2756 establishing procedures and deadlines for agenda item requests and agenda preparation. At the June 1, 2026 City Council meeting, Council reviewed the ordinance and discussed potential modifications to improve the agenda development process. Following Council discussion, staff was directed to prepare a revised ordinance incorporating the requested changes. Key revisions contained in the proposed ordinance include:

- Requiring agenda requests to be submitted by the Mayor or two Councilmembers rather than a single Councilmember;
- Revising the submission deadline for regular City Council meeting agenda requests to 5:00 p.m. on the Thursday occurring nine calendar days prior to the meeting;
- Clarifying procedures for agenda item placement and review by the City Manager and City Attorney;
- Revising provisions governing the reintroduction of previously defeated agenda items; and
- Making additional administrative and procedural clarifications consistent with Council direction.

The attached ordinance is presented for Council consideration and possible adoption.

979.233.3526 Fax 979.233.8867



1201 North Avenue H. Freeport, TX 77541

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. ORDINANCE COUNCIL PROCEDURES 061526

ORDINANCE NO. 2026-2769

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING ORDINANCE 2025-2756 ESTABLISHING SPECIFIC PROCEDURES AND DEADLINES FOR ITEMS TO BE PLACED ON THE CITY COUNCIL AGENDA; CONTAINING A SEVERANCE CLAUSE, AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON SUCCESSFUL PASSAGE AND EXECUTION BY THE MAYOR AND CITY SECRETARY.

WHEREAS, the City Council desires to restrict the access of each Council member to bring items for consideration to the City Council as a whole; and

WHEREAS, the City Council recognizes that City staff must gather information, draft proposed resolutions and ordinances, and organize documents for each agenda item, and adequate time should be provided for City staff to perform those functions; and

WHEREAS, the City Council seeks to amend and modify Ordinance 2025-2756; and

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does here now declare that the adoption of this ordinance is necessary to the orderly administration of its constitutional and statutory powers as a home-rule municipality.

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

FIRST, the City Council specifically finds that all items contained in the preamble above are true and correct.

SECOND, Ordinance is amended so that all agenda items shall be placed on the agenda of a regular or special Council meeting upon the request of the Mayor, the City Manager or two council members and said ordinance shall read as follows:

“The City Council adopts the following rules, procedures and deadlines for items requested by the Mayor or Council member to be placed on a City Council Agenda:

1. Any request made by the Mayor or two (2) Council members for an item to be placed on the agenda of a REGULAR Council meeting must be made in writing, to the City Manager, on or before 5:00 p.m.) on the Thursday that is nine (9) calendar days prior to the date meeting. The City Manager may place any item on the REGULAR Council meeting agenda prior to posting.

If a recognized City holiday falls at any time during the 9-day period preceding the meeting, including the Thursday deadline, the submission deadline shall be moved to 5:00P.M. on the immediately preceding Wednesday.

2. Any request made by the Mayor or two (2) Council members for an item to be placed on the agenda of a SPECIAL Council meeting must be made in writing, to the City Manager, at least

ninety-six (96) hours prior to the meeting. The City Manager may place any item on a SPECIAL Council meeting agenda prior to posting.

3. The City Manager shall place the requested item on the agenda within the timeframe above.
4. The City Manager, after consultation with the City Attorney, shall place the requested item in either open session or executive session and may modify the requested language in accordance with the opinion of the City Attorney.
5. The City Manager shall contact the requesting Council member should they have any questions or require more information to prepare the necessary documents for the item prior to the posting deadline.
6. The City Manager shall be responsible to have all necessary resolutions, ordinances, supporting documentation prepared and in the City Council packets delivered to Council members on the day the agenda is posted, and, if the City Manager chooses, the City Manager may prepare a Council memorandum with a recommendation regarding the requested action.
7. The Council may table any agenda item upon motion and majority vote during the open session of the Council meeting of which the item is on the agenda.
8. If an item is placed on a City Council agenda for action and such item is defeated by vote or inaction, that item may not be reintroduced on a future City Council agenda for (3) months unless requested by the Mayor or another combination of two (2) Council members who did not sponsor the original agenda item.
9. Any items discussed during a council member's workshop presentation, other than general announcements, shall be requested in compliance with this Ordinance.

THIRD, in the event any section or provision of this ordinance 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 ordinance and such remaining sections and provisions shall remain in full force and effect.

FOURTH, this ordinance shall take effect immediately upon its passage and execution by the Mayor and the City Secretary.

FIFTH, all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SIXTH, the City Council specifically finds and determines that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED, AND ADOPTED this _____ day of June, 2026.

Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez, Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney



City Council Agenda Item #[4.C]

Title: Consideration and possible action approving Resolution No. 2026-3055 Establishing Procedures for Nominations and Appointments to Council-Appointed Boards and Positions.

Date: June 15, 2026

From: Dr. Danielle Kelly

Staff Recommendation: Approve Resolution No. 2026-3055 establishing procedures for nominations and appointments to City Council-appointed boards and positions.

Item Summary: At the June 1, 2026 City Council meeting, Council discussed the current process utilized for appointments to City Council-appointed boards and commissions, as well as the selection of other positions subject to Council appointment. During that discussion, Council provided direction regarding desired changes to the nomination and appointment process. In response to Council's discussion and direction, the attached resolution has been prepared for formal consideration. The proposed resolution establishes a standardized procedure for nominations and appointments by the City Council and provides guidance for nomination and selection processes utilized by Council-appointed boards. Approval of the resolution will establish a uniform process for considering nominations, discussing candidates, and conducting appointments on an individual basis.

Background Information: The City Council periodically appoints individuals to serve on City boards, commissions, committees, and other positions established by ordinance, resolution, charter, or state law. In addition, Council-appointed boards periodically select officers and other positions necessary for the conduct of board business. At the June 1, 2026 City Council meeting, Council discussed whether modifications to the current appointment process were warranted to promote consistency and provide a standardized framework for nominations and selections. Following discussion, staff was directed to prepare a resolution reflecting Council's desired procedures. The proposed resolution would establish a process that includes:

- Allowing all members of the Council or applicable board the opportunity to make nominations for each position under consideration;
- Providing nominated individuals who are present an opportunity to address the Council or board regarding their qualifications and interest in serving;
- Allowing discussion regarding the qualifications and merits of nominated candidates;
- Requiring appointments to be considered and voted upon individually rather than as a slate of nominees; and
- Providing that, for City Council board appointments, the Council liaison assigned to the applicable board be afforded the opportunity to make the initial motion regarding an appointment.



Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. RESOLUTION 2026 - INDIVIDUAL NOMINATION SELECTION 061526 (2)

RESOLUTION 2026-3055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, REQUIRING THE CITY COUNCIL AND ALL COUNCIL-APPOINTED BOARDS TO FOLLOW A STANDARD PROCEDURE TO NOMINATE AND SELECT POSITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is required among its duties to nominate and select persons to serve on various council-appointed boards; and

WHEREAS, the City Council is required among its duties to nominate and select persons to serve as mayor pro tem and on occasion to fill empty council seats; and

WHEREAS, council-appointed boards are required among its duties to nominate and elect officers, chairpersons, investment officers, secretaries, subcommittees, and other positions within their respective boards; and

WHEREAS, the council disapproves of a system in which entire groups are nominated and selected in a rapid fashion without the ability to consider nominations made by other council members or board members, and without consideration of positions on an individual basis; and

WHEREAS, the City Council finds that consideration of all nominations all positions on an individual basis is the most fair, and the most effective method; and

WHEREAS, failure to consider all nominations by each member and failure to consider each person and position individually may result in an uneven and possibly discriminatory effect that excludes persons based on race, gender, religion, disability or other protected classes; and

WHEREAS, the City Council finds it necessary to set establish guidelines and procedures for nomination and selection to be implanted by the City Council and all council-appointed boards.

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

SECTION 1. The City Council finds the statements contained in the above preamble are true and correct.

SECTION 2. The City Council hereby requires that all positions selected by the City Council and council-appointed boards shall follow the following procedures:

1. Every member of the council or board shall be allowed to make nominations for each position being considered; then
2. Each person nominated that is present in person, shall be provided an opportunity to present his or her merits to be selected; then

3. Every member of the council or board shall then be allowed to discuss the pros and cons of selection for the persons nominated; then
4. After nominations and discussion set forth above, the Council or board shall entertain motions and, upon a second of each motion, take votes to select appointments one at a time, and not as a slate;
5. For board appointments by the city council, the council member that is the liaison of that board, shall be allowed to make the first motion to appoint a single nominee and upon a second of that motion, a vote shall be taken;

SECTION 3. If any provision of this resolution is found to violate the City Charter, laws of the state, or laws of the federal government, upon a final judgment or order of a court of competent jurisdiction, that offending portion shall be severed from this resolution and shall not affect of the remaining provisions.

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2026.

 Jerry Cain, Mayor
 City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

 Clarisa Fernandez, City Secretary
 City of Freeport

 Chris Duncan, City Attorney
 City of Freeport



City Council Agenda Item #[4.D]

Title: Consideration and possible action approving a Lease Agreement with Nelli's for the Antonelli's Root Beer Stand.

Date: June 15, 2026

From: Dr. Danielle Kelly

Staff Recommendation: Approve the Lease Agreement with Nelli's for the Antonelli's Root Beer Stand and authorize the City Manager to execute the agreement on behalf of the City.

Item Summary: The City has negotiated a proposed lease agreement for operation of the Antonelli's Root Beer Stand located at 400 North Brazosport Blvd., Freeport, TX 77541. The proposed agreement would authorize the tenant to lease and operate the facility for an initial term of twelve (12) months. The lease establishes a monthly rental rate of \$250 and requires a refundable \$500 security deposit prior to occupancy.

The proposed business concept includes operation of a snow cone and shaved ice business with potential future expansion to include items such as hot dogs, chips, drinks, and other concession-style offerings. The applicant has also proposed outdoor lighting enhancements, picnic table seating areas, and other aesthetic improvements intended to create a family-friendly gathering environment within the park area.

The lease further addresses permitted uses, signage, alterations, maintenance responsibilities, default provisions, and surrender requirements upon expiration or termination of the lease term. Approval of the agreement would allow for activation and occupancy of the facility in accordance with the terms and conditions outlined within the attached lease document.

Background Information: The Antonelli's Root Beer Stand is a City-owned facility located within Freeport Municipal Park. Activation of the facility through private tenancy is intended to support increased utilization of the park by providing an additional family-friendly amenity and community gathering space for residents and visitors. According to the applicant's proposal, the intended business concept would focus on creating an attractive destination-oriented environment featuring outdoor lighting, seating areas, enhanced aesthetics, and concession-style food and beverage offerings. The applicant further identified the potential for the business to increase activity within the area and provide a positive activation of a currently underutilized location within the park.

Staff worked with the prospective tenant to develop lease terms intended to establish operational expectations, maintenance responsibilities, insurance requirements, and protections for the City while allowing activation of the facility for commercial use. The agreement includes provisions



related to monthly rent payments, security deposit requirements, permitted uses, maintenance obligations, insurance coverage, alterations, utilities, and operational compliance.

Special Considerations: The lease agreement requires tenant compliance with all applicable laws, regulations, and operational requirements associated with the use of the facility. Any future modifications or alterations to the premises would require prior approval by the City in accordance with the terms of the agreement.

Financial Impact: The City would receive rental revenue in the amount of \$250 per month during the term of the agreement, in addition to a refundable \$500 security deposit.

Board or 3rd Party Recommendation: Freeport EDC recommends approval of this lease agreement.

Supporting Documentation:

1. ANTONELLI'S LEASE 2026

BUILDING LEASE

1. **BASIC TERMS.** This **Section 1** contains the Basic Terms of this lease (this “**Lease**”) between Landlord and Tenant, as each is named below. Other sections of the Lease referred to in this **Section 1** explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

- 1.1. Effective Date of Lease: **June 15, 2026.**
- 1.2. Landlord: **City of Freeport, Texas**
- 1.3. Tenant: **Nelli’s**
- 1.4. Premises: approximately 500 rentable square feet in the building located at 400 North Brazosport Blvd., Freeport, Texas. **ALSO KNOWN AS THE ANTONELLI’S ROOT BEER STAND.**
- 1.5. Lease Term: Twelve (12) months (“**Term**”), commencing June 15, 2026 (“**Commencement Date**”) and ending, on June 14, 2027. (“**Expiration Date**”).
- 1.6. Permitted Uses: Operation of a concession and refreshment business offering shaved ice, snow cones, beverages, snack foods, and other similar food service items.
- 1.7. Security Deposit: \$500
- 1.8. Exhibits to Lease: The following exhibits are attached to and made a part of this Lease: Broom Clean Condition and Repair Requirements.

2. **LEASE OF PREMISES; RENT.**

2.1. **Lease of Premises for Term.** Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

2.2. **Rental Payments.** Tenant shall pay rent (the “**Rent**”) to Landlord in monthly installments, in advance, on the first day of each and every calendar month during the Term, in the amount of \$250

2.3. In the event any monthly installment of Rent is not paid when due, a late charge in an amount equal to 5% of the then delinquent installment of Rent (the “**Late Charge**”) shall be imposed with respect to the then-delinquent Rent (as defined below) payment. For purposes of this Lease, the Late Charge, Default Interest, as defined in **Section 17.3** below, Rent shall collectively be referred to as “**Rent**.” All Rent shall be paid by Tenant to Landlord (or such other entity designated as Landlord’s management agent, if any, and if Landlord so appoints such a management agent, the “**Agent**”) or pursuant to such other directions as Landlord shall designate in this Lease or otherwise in writing.

2.4. **Covenants Concerning Rental Payments.** Tenant shall pay the Rent promptly when due, without notice or demand, and without any abatement, deduction or setoff. No payment by Tenant, or receipt or acceptance by Agent or Landlord, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Agent or Landlord may accept such payment without prejudice to Landlord’s right to recover the balance due or to pursue any other remedy available to Landlord.

3. **USE OF PREMISES AND COMMON AREAS; SIGNAGE; SECURITY DEPOSIT.**

3.1. **Use of Premises and Property.** The Premises shall be used by the Tenant for the purpose(s) set forth in **Section 1.6** above and for no other purpose whatsoever. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises or the Property, in any manner that may (a) violate any “Certificate of Occupancy” (or comparable permit or license) for either or both of the Premises and the Property; (b) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Property or any equipment, facilities or systems therein; (c) constitute a violation of the laws and requirements of any public authority or the requirements of

insurance bodies or the rules and regulations of the Property, as adopted by Landlord from time to time, including, but not limited to, any covenant, condition or restriction or similar document encumbering the Property; (d) exceed the load bearing capacity of the floor of the Premises; (e) impair the character, reputation or appearance of the Property; or (f) unreasonably inconvenience or disrupt the operations or tenancies of other tenants or permitted users of the Property.

3.2. Signage. Tenant shall not affix any sign of any size or character to any portion of the Property, without prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed, and then only in compliance with all applicable Laws, and easements. Tenant shall remove all signs of Tenant upon the expiration or earlier termination of this Lease and immediately repair any damage to either or both of the Property and the Premises caused by, or resulting from, such removal, or the installation or existence of the signs.

3.3. Security Deposit. Simultaneously with the execution and delivery of this Lease, Tenant shall deposit with Landlord or Agent the sum set forth in **Section 1.7** above, in cash (the “**Security**”), representing security for the performance by Tenant of the covenants and obligations hereunder. The Security shall be held by Landlord or Agent in favor of Tenant; provided, however, that no trust relationship shall be deemed created thereby; the Security may be commingled with other assets of Landlord; and Landlord shall not be required to pay any interest on the Security. If Tenant defaults in the performance of any of its covenants hereunder, Landlord or Agent may, without notice to Tenant, apply all or any part of the Security to the cure of such default or the payment of any sums then due from Tenant under this Lease (including, but not limited to, amounts due under **Section 17.2** of this Lease as a consequence of termination of this Lease or Tenant’s right to possession), in addition to any other remedies available to Landlord. In the event the Security is so applied, Tenant shall, upon demand, immediately deposit with Landlord or Agent a sum equal to the amount so used. If Tenant fully and faithfully complies with all the covenants and obligations hereunder, and there are no Defaults or any event that with notice or passage of time, or both, would constitute a Default at the time of the applicable Security release, Landlord shall release to Tenant the Security (or any applicable lesser amount in the event the Security has been applied in accordance with this Section 4.4) within thirty (30) days after the later to occur of (i) the date the Term expires or terminates or (ii) Tenant’s delivery to Landlord of possession of the Premises in compliance with the terms of this Lease.

4. CONDITION AND DELIVERY OF PREMISES.

4.1. Condition of Premises. Tenant agrees that Tenant is familiar with the condition of both the Premises and the Property, and Tenant hereby accepts the foregoing on an “AS-IS,” “WHERE-IS” basis. Tenant acknowledges that neither Landlord nor Agent, nor any representative of Landlord, has made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant’s intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Neither Landlord nor Agent shall be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease, except as expressly and specifically set forth in this Lease.

4.2. Transfer by Landlord. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant and first arising or accruing after the effective date of Landlord’s transfer of its interest in the Premises, and in such event Tenant agrees to look solely to Landlord’s successor in interest (“**Successor Landlord**”) with respect thereto and agrees to attorn to such successor.

5. QUIET ENJOYMENT. Subject to the provisions of this Lease, so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord, Agent or any other person lawfully claiming through or under Landlord.

6. ASSIGNMENT AND SUBLETTING. Tenant shall not (a) assign (whether directly or indirectly), in whole or in part, this Lease, or (b) allow this Lease to be assigned, in whole or in part, by operation of law or otherwise, including, without limitation, by a sale of all or substantially all of the assets or transfer of a controlling interest (i.e. greater than a 25% interest) of stock, membership interests or partnership interests, or by merger or dissolution, which sale of assets or transfer of a controlling interest, merger or dissolution shall be deemed an assignment for purposes of this Lease, or (c) mortgage Tenant’s interest in either or both of the Premises and this

Lease or pledge its interest in this Lease, or (d) sublet or grant a license to occupy the Premises, in whole or in part, without (in the case of any or all of (a) through (d) above) the prior written consent of Landlord (and Landlord's lender, if applicable), which consent shall not be unreasonably withheld or delayed, and provided that no Event of Default shall then exist. In making its determination to provide or withhold its consent, it shall be reasonable for Landlord to take into consideration both the business experience and the financial condition of the surviving entity that shall constitute its tenant after the occurrence of any of (a) through (d) above, and Landlord may impose conditions precedent to the issuance of its consent (e.g. delivery of a guarantee or other collateral, whether in the form of a security deposit or otherwise). Tenant may, however, assign this Lease or sublease a portion of the Premises to a wholly-owned subsidiary, provided that Tenant advises Landlord (and Landlord's lender, if applicable), in writing, in advance. In no event shall any assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder; and in the case of any assignment, Landlord shall retain all rights with respect to the Security. Any purported assignment, mortgage, transfer, pledge or sublease made without the prior written consent of Landlord (and Landlord's lender, if applicable) shall be absolutely null and void and, at Landlord's election, shall constitute an Event of Default under this Lease (without any obligation on the part of Landlord to provide any notice thereof or any opportunity to cure). No assignment of this Lease shall be effective and valid unless and until the assignee executes and delivers to Landlord (and Landlord's lender, if applicable) any and all documentation reasonably required by Landlord (and Landlord's lender, if applicable) in order to evidence assignee's assumption of all obligations of Tenant hereunder. Regardless of whether or not an assignee or sublessee executes and delivers any documentation to Landlord pursuant to the preceding sentence, any assignee or sublessee shall be deemed to have automatically attorned to Landlord in the event of any termination of this Lease.

7. COMPLIANCE WITH LAWS.

7.1. Compliance with Laws. Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "**Laws**"), pertaining to either or both of the Premises and Tenant's use and occupancy thereof, and including, but not limited to, all Laws concerning or addressing matters of an environmental nature. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

8. INSURANCE.

8.1. Insurance to be Maintained by Tenant.

Tenant shall purchase and maintain, throughout the Term, a Tenant's Policy(ies) of (i) commercial general liability insurance, including personal injury and property damage, in the amount of not less than \$100,000.00 per occurrence.

8.2. Waiver of Subrogation. Notwithstanding anything to the contrary in this Lease, Landlord and Tenant mutually waive their respective rights of recovery against each other and each other's officers, directors, constituent partners, members, agents and employees, and Tenant further waives such rights against (a) each lessor under any ground or underlying lease encumbering the Property and (b) each lender under any mortgage or deed of trust or other lien encumbering the Property (or any portion thereof or interest therein), for any loss or damage that may occur to the Premises, including any improvements, regardless of origin, to the extent any such losses are insured against or required to be insured against under this Lease. This provision is intended to waive, fully and for the benefit of each party to this Lease, any and all rights and claims that might give rise to a right of subrogation by an insurance carrier. Each party shall cause its respective insurance policy(ies) to be endorsed to evidence compliance with such waiver. **THE FOREGOING WAIVERS APPLY EVEN IF THE LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE OTHER PARTY, BUT DOES NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY.**

9. **ALTERATIONS.** Tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises (hereinafter collectively referred to as “**Alterations**”), provided that Tenant first obtains the written consent of Landlord. All of the following shall apply with respect to all Alterations: (a) the Alterations are non-structural and the structural integrity of the Property shall not be affected; (b) the Alterations are to the interior of the Premises; (c) the proper functioning of the mechanical; electrical; heating, ventilating, air-conditioning (“**HVAC**”); sanitary and other service systems of the Property shall not be affected and the usage of such systems by Tenant shall not be increased; (d) Tenant shall have appropriate insurance coverage, reasonably satisfactory to Landlord, regarding the performance and installation of the Alterations; and (e) the Alterations shall be performed by licensed contractors acceptable to Landlord. Additionally, before proceeding with any Alterations, Tenant shall (i) at Tenant’s expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; (ii) submit to Landlord, for its written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received Landlord’s approval (if required); and (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of commercial general liability insurance and workers’ compensation insurance. Such insurance policies shall satisfy the obligations imposed herein. Tenant shall cause the Alterations to be performed in compliance with all applicable permits, Laws and requirements of public authorities, and with Landlord’s reasonable rules and regulations or any other restrictions that Landlord may impose on the Alterations. Tenant shall cause the Alterations to be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the standards for the Property established by Landlord. With respect to any and all Alterations for which Landlord’s consent is required, Tenant shall provide Landlord with “as built” plans (upon completion), copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers. If Landlord’s consent to any Alterations is required, and Landlord provides that consent, then at the time Landlord so consents, Landlord shall also advise Tenant whether or not Landlord shall require that Tenant remove such Alterations at the expiration or termination of this Lease. If Landlord shall not require that Tenant remove the Alterations, such Alterations shall constitute Landlord’s Property.

10. **LANDLORD’S AND TENANT’S PROPERTY.** All fixtures, machinery, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall become and remain a part of the Premises; shall be deemed the property of Landlord (the “**Landlord’s Property**”), without compensation or credit to Tenant; and shall not be removed by Tenant at the Expiration Date unless Landlord requires their. For purposes of this Lease, any references to “**Tenant’s Property**” shall mean any personal property for which Tenant has itself paid or manufactured, together with any machinery and equipment for which Tenant has paid and that is not attached to, or built into, the Premises. In no event shall Tenant remove any of the following materials or equipment without Landlord’s prior written consent (which consent may be given or withheld in Landlord’s sole discretion): any power wiring or power panels, lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, air conditioners or any other HVAC equipment, fencing or security gates, fire suppression, vent hood, grease trap, affixed kitchen equipment or other similar building operating equipment and decorations. At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant’s Property and any Alterations that Landlord requires be removed, and Tenant shall repair (to Landlord’s reasonable satisfaction) any damage to the Premises or the Property resulting from either or both of such installation and removal. Any other items of Tenant’s Property that remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items of Tenant’s Property may be retained by Landlord as its property or be disposed of by Landlord, in Landlord’s sole and absolute discretion and without accountability, at Tenant’s expense. Notwithstanding the foregoing, if Tenant is in default under the terms of this Lease, Tenant may remove Tenant’s Property from the Premises only upon the express written direction of Landlord.

11. REPAIRS AND MAINTENANCE.

11.1. Tenant Repairs and Maintenance.

11.1.1. Tenant Responsibilities. Except for damage, destruction or casualty to the Premises or Property that Landlord is required to repair and restore under the terms below, throughout the Term, Tenant shall, at its sole cost and expense: (i) both (x) maintain and preserve, in a good and safe condition, repair and appearance (the “**Required Condition**”), and (y) perform any and all repairs and replacements required in order to so maintain and preserve, in the Required Condition, the Premises, the fixtures and appurtenances therein (including, but not limited to, the Premises’ plumbing and HVAC systems, glass, all doors, overhead or otherwise, and levelers serving the Premises, and such portions of the Building and improvements as are within the exclusive control of Tenant or such improvements that exclusively serve the Premises wherever located; and (ii) maintain, in full force and effect, a preventative maintenance and service contract with a reputable service provider for at least quarterly maintenance of the HVAC systems of the Premises (the “**HVAC Maintenance Contract**”). In addition to Tenant’s obligations under (i) and (ii) above, Tenant shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any act, omission, misuse, or neglect of any or all of Tenant, any of its subtenants, any Tenant’s Parties, or others entering into, or utilizing, all or any portion of the Premises for any reason or purpose whatsoever, including, but not limited to (a) the performance or existence of any Alterations, (b) the installation, use or operation of Tenant’s Property in the Premises; and (c) the moving of Tenant’s Property in or out of the Property (collectively, “**Tenant-Related Repairs**”). All such repairs or replacements required under this Section shall be subject to the supervision and control of Landlord, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.

11.2. Landlord Repairs. Landlord shall repair, replace and restore the (a) foundation, exterior and interior load-bearing walls, roof structure and roof covering of the Property. Notwithstanding the above, in the event that any such repair, replacement or restoration is a Tenant-Related Repair, then Tenant shall be required to reimburse Landlord for all costs and expenses that Landlord incurs in order to perform such Tenant-Related Repair, and such reimbursement shall be paid, in full, within ten (10) days after Landlord’s delivery of demand therefor.

12. UTILITIES. Tenant shall purchase all utility services and shall provide for scavenger, cleaning and extermination services. Tenant’s use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (x) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (y) the HVAC systems of either or both of the Premises and the Property.

13. LANDLORD’S RIGHTS. Landlord, Agent and their respective agents, employees and representatives shall have the right to enter and/or pass through the Premises at any time or times upon reasonable prior notice (except in the event of emergency): (a) to examine and inspect the Premises and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Property or providers of capital to Landlord and its affiliates; and in connection with the foregoing, to install a sign at or on the Property to advertise the Property for lease or sale; (b) to make such repairs, alterations, additions and improvements in or to all or any portion of either or both of the Premises and the Property, or the Property’s facilities and equipment as Landlord is required or desires to make. During the period of nine (9) months prior to the Expiration Date (or at any time, if Tenant has vacated or abandoned the Premises or is otherwise in default under this Lease), Landlord and its agents may exhibit the Premises to prospective tenants. Additionally, Landlord and Agent shall have the following rights with respect to the Premises, exercisable without notice to Tenant, without liability to Tenant, and without being deemed an eviction or disturbance of Tenant’s use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (i) to have pass keys, access cards, or both, to the Premises; and (ii) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises for more than thirty (30) consecutive days or without notice to Landlord of Tenant’s intention to reoccupy the Premises.

14. NON-LIABILITY AND INDEMNIFICATION; FORCE MAJEURE.

14.1. Non-Liability. Subject to Landlord's indemnity herein, none of the Landlord Indemnified Parties (defined below) shall be liable to Tenant for any Loss to Tenant or to any other person, or to its or their property, irrespective of the cause of such Loss. In the event that Landlord's indemnity herein is applicable, it shall apply only as and to the specific extent expressly provided herein. Further, none of the Landlord Indemnified Parties shall be liable to Tenant (a) for any damage caused by other tenants or persons in, upon or about the Property, or caused by operations in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential, punitive or indirect damages, including those purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) for any defect in the Premises or the Property; or (d) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Property, or from the pipes, appliances or plumbing work of the same.

14.2. Tenant Indemnification. Except in the event of, and to the extent of, Landlord's gross negligence, sole negligence or willful misconduct, Tenant hereby indemnifies, defends, and holds Landlord, Agent, Landlord's members and their respective affiliates, owners, partners, members, directors, officers, agents and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses (defined below) arising from or in connection with any or all of: (a) the conduct or management of either or both the Property and the Premises or any business therein, or any work or Alterations done, or any condition created by any or all of Tenant and Tenant's Parties in or about the Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant has possession of, or is given access to, the Premises or during any holdover period; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (c) any accident, injury or damage whatsoever, including, without limitation, any workplace injuries to Tenant or Tenant's Parties occurring in, at or upon either or both of the Property and the Premises and caused by any or all of Tenant and Tenant's Parties. Tenant also indemnifies, defends, and holds the Landlord Indemnified Parties harmless from and against any and all Losses arising from or in connection with any or all of: (i) any breach by Tenant of any or all of its warranties, representations and covenants under this Lease; (ii) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (iii) the creation or existence of any Hazardous Materials in, at, on or under the Premises or the Property, if and to the extent brought to the Premises or the Property or caused by Tenant or any party within Tenant's control; and (iv) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any Law. The obligations of Tenant in the two prior sentences are referred to collectively as "**Tenant's Indemnified Matters.**" In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, Agent or any Superior Party (defined below), shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but except in connection with third party tort claims, not indirect, special, consequential, or punitive), penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this shall survive the expiration or termination of this Lease.

14.3. Landlord Indemnification and Limitation of Landlord's Liability. Landlord hereby indemnifies, defends and holds Tenant harmless from and against any and all Losses actually suffered or incurred by Tenant as the sole and direct result of any negligent, willful or intentional acts or omissions of any Landlord Indemnified Party. Notwithstanding anything to the contrary set forth in this Lease, however, in all events and under all circumstances, the liability of Landlord to Tenant, whether under this Section or any other provision of this Lease, shall be limited to the interest of Landlord in the Property, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery of any judgment or award against Landlord, it being intended that neither Landlord nor Landlord Indemnified Parties shall be personally liable for any judgment or deficiency. The provisions of this Section shall survive the expiration or termination of this Lease.

14.4. Force Majeure. Each of the obligations of Tenant (except the obligation to pay Rent and the obligation to maintain insurance, and provide evidence thereof,) and each of the obligations of Landlord, shall be excused, and neither Landlord nor Tenant shall have any liability whatsoever to the other, to the extent that any failure to perform, or delay in performing such obligation arises out of either or both of (a) any labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, or any other cause, whether similar or dissimilar, beyond Landlord's or Tenant's, as the case may be, reasonable control; or (b) any failure or defect in the supply, quantity or character of utilities furnished to the Premises, or by reason of any requirement, act or omission of any public utility or others serving the Property, beyond Landlord's or Tenant's, as the case may be, reasonable control.

15. SURRENDER AND HOLDOVER. On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises: (a) Tenant shall quit and surrender the Premises to Landlord "broom-clean" (as defined by **Exhibit A** attached hereto and incorporated herein by reference), and in a condition that would reasonably be expected, with normal and customary use in accordance with (i) prudent operating practices and (ii) the covenants and requirements imposed under this Lease, subject only to ordinary wear and tear (as is attributable to deterioration by reason of time and use, in spite of Tenant's reasonable care), and such damage or destruction as Landlord is required to repair or restore under this Lease; (b) Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease; and (c) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises. Landlord shall be permitted to inspect the Premises in order to verify compliance with this **Section** at any time prior to (x) the Expiration Date, (y) the effective date of any earlier termination of this Lease, or (z) the surrender date otherwise agreed to in writing by Landlord and Tenant. The obligations imposed under the first sentence of this **Section** shall survive the termination or expiration of this Lease. If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession: (A) Tenant shall be deemed a tenant-at-will; (B) Tenant shall pay 200% of the aggregate of all Rent last prevailing hereunder, and also shall pay all actual damages sustained by Landlord, directly by reason of Tenant's remaining in possession after the expiration or termination of this Lease; (C) there shall be no renewal or extension of this Lease by operation of law; and (iv) the tenancy-at-will may be terminated by either party hereto upon thirty (30) days' prior written notice given by the terminating party to the non-terminating party. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

16. EVENTS OF DEFAULT.

16.1. Bankruptcy of Tenant. It shall be a default by Tenant under this Lease ("Default" or "Event of Default") if Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law, or an involuntary petition is filed against Tenant under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law that is not dismissed within ninety (90) days after filing, or whenever a receiver of Tenant or of or for the property of Tenant shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

16.2. Default Provisions. In addition to any Default arising under any provision above, each of the following shall constitute a Default: (a) if Tenant fails to pay Rent or any other payment when due; (b) if Tenant fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Tenant under this Lease (other than the obligation to pay Rent) for a period of thirty (30) days after Landlord's delivery to Tenant of written notice of such default under this Section; provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, but Tenant commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then Landlord shall not exercise its remedies unless such default remains uncured for more than sixty (60) days after the initial delivery of Landlord's original default notice; or, at Landlord's election (c) if Tenant vacates or abandons the Premises during the Term; (d) if Tenant is in default, beyond any notice and cure period, under any other lease or license with For the purposes of this section, "**Person**" shall mean an individual, partnership, association, corporation or other entity.

17. **RIGHTS AND REMEDIES.**

17.1. **Landlord's Cure Rights Upon Default of Tenant.** If a Default occurs, then Landlord may (but shall not be obligated to) cure or remedy the Default for the account of, and at the expense of, Tenant, but without waiving such Default.

17.2. **Landlord's Remedies.** In the event of any Default by Tenant under this Lease, Landlord, at its option, may, in addition to any and all other rights and remedies provided in this Lease or otherwise at law or in equity, do or perform any or all of the following:

17.2.1. Terminate this Lease and/or terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and/or Tenant shall immediately surrender possession to Landlord. In such event, Landlord shall be entitled to recover from Tenant all of: (i) the unpaid Rent that is accrued and unpaid as of the date on which this Lease is terminated; (ii) the worth, at the time of award, of the amount by which (x) the unpaid Rent that would otherwise be due and payable under this Lease (had this Lease not been terminated) for the period of time from the date on which this Lease is terminated through the Expiration Date exceeds (y) the amount of such rental loss that the Tenant proves could have been reasonably avoided; and (iii) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of events, would be likely to result therefrom, including but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired Term (as of the date on which this Lease is terminated). The worth, at the time of award, of the amount referred to in provision (ii) of the immediately preceding sentence shall be computed by discounting such amount at the current yield, as of the date on which this Lease is terminated under this Section on United States Treasury Bills having a maturity date closest to the stated Expiration Date of this Lease, plus one percent per annum. Efforts by Landlord to mitigate damages caused by Tenant's Default shall not waive Landlord's right to recover damages under this Section. If this Lease is terminated through any unlawful entry and detainer action, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable in such action, or Landlord may reserve the right to recover all or any part of such Rent and damages in a separate suit; or

17.2.2. Continue the Lease and either (a) continue Tenant's right to possession or (b) terminate Tenant's right to possession and in the case of either (a) or (b), recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Landlord's interests shall not constitute a termination of the Tenant's right to possession; or

17.2.3. Pursue any other remedy now or hereafter available under the laws of the state in which the Premises are located.

17.2.4. Without limitation of any of Landlord's rights in the event of a Default by Tenant, Landlord may also exercise its rights and remedies with respect to any Security under **Section 1.3** above.

Any and all of Tenant's Property that may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law may be handled, removed or stored by Landlord at the sole risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such Tenant's Property so long as the same shall be in Landlord's possession or under Landlord's control. Any Tenant's Property not removed from the Premises as of the Expiration Date or any other earlier date on which this Lease is terminated shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant. Neither expiration nor termination of this Lease, nor the termination of Tenant's right to possession, shall relieve Tenant from its liability under the indemnity provisions of this Lease.

17.3. **Additional Rights of Landlord.** All sums advanced by Landlord or Agent on account of Tenant under this section, or pursuant to any other provision of this Lease, and all Rent, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest ("**Default Interest**") at the rate of five

percent (5%) per annum above the “prime” or “reference” or “base” rate (on a per annum basis) of interest publicly announced as such, from time to time, by the JPMorgan Chase Bank, NA, or its successor, from the due date thereof until paid, and such interest shall be and constitute Additional Rent and be due and payable upon Landlord’s or Agent’s submission of an invoice therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by law.

17.4. Event of Bankruptcy. In addition to, and in no way limiting the other remedies set forth herein, Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar type proceeding under the federal bankruptcy laws, as now enacted or hereinafter amended, then: (a) “adequate assurance of future performance” by Tenant pursuant to Bankruptcy Code Section 365 will include (but not be limited to) payment of an additional/new security deposit in the amount of three times the then current Base Rent payable hereunder; (b) any person or entity to which this Lease is assigned, pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment, and any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability; (c) notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as “Rent”, shall constitute “rent” for the purposes of Section 502(b)(6) of the Bankruptcy Code; and (d) if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Landlord or Agent (including Base Rent, Additional Rent and other amounts hereunder), shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the bankruptcy estate of Tenant. Any and all monies or other considerations constituting Landlord’s property under the preceding sentence not paid or delivered to Landlord or Agent shall be held in trust by Tenant or Tenant’s bankruptcy estate for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

17.5. Sale of Premises. Notwithstanding anything contained in this Lease to the contrary, the sale of the Premises by Landlord shall not constitute Landlord’s acceptance of Tenant’s abandonment of the Premises or rejection of the Lease or in any way impair Landlord’s rights upon Tenant’s default, including, without limitation, Landlord’s right to damages.

17.6. Landlord’s Default. In the event that Landlord defaults in the observance or performance of any term or condition required to be performed by Landlord hereunder, Tenant, may commence an action in a court of competent jurisdiction to compel performance by Landlord hereunder; provided, however, that Tenant may not exercise such remedy without first providing written notice of the alleged default to Landlord, setting forth with reasonable specificity and detail the nature of such default, and thereafter permitting Landlord a thirty (30) day period to cure such default (which cure period may be extended if Landlord is diligently pursuing performance of the applicable cure, but such cure is not completed within the thirty (30) day period). Upon expiration of Landlord’s cure period, Tenant shall deliver written notice to Landlord advising of Tenant’s election to file the action contemplated above. The remedy provided in this **Section** is Tenant’s sole and exclusive remedy, whether at law or in equity. In connection with the exercise of the foregoing remedy or otherwise, Tenant shall not be entitled to any abatement, deduction or set off against the Rent payable hereunder.

18. MISCELLANEOUS.

18.1. Merger. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

18.2. Notices. Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if (a) personally delivered, or (b) if sent by Federal Express or other comparable commercial overnight delivery service, or (c) sent by certified mail, return receipt requested and postage prepaid, addressed (in the case of any or all of (a), (b) and (c) above) to the other party at the addresses set forth below each party’s respective signature block (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have

been given, rendered or made (i) on the day so delivered or (ii) in the case of overnight courier delivery on the first business day after having been deposited with the courier service, and (iii) in the case of certified mail, on the third (3rd) business day after deposit with the U.S. Postal Service, postage prepaid.

18.3. Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord or Agent of Base Rent or Additional Rent with knowledge of any breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

18.4. Parties Bound. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. Tenant hereby releases Landlord named herein from any obligations of Landlord for any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Property. In the event of such conveyance and transfer, Landlord's obligations hereunder shall thereafter be binding upon each transferee (whether Successor Landlord or otherwise). No obligation of Landlord shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant.

18.5. Recordation of Lease. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

18.6. Governing Law; Construction. This Lease shall be governed by and construed in accordance with the laws of the state of Texas. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provision minus the invalid or unenforceable portion, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

18.7. Time. Time is of the essence for this Lease unless waived by Landlord (which it shall have the right, but not the obligation to do). If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state in which the Property is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

18.8. Authority of Tenant. Tenant and the person(s) executing this Lease on behalf of Tenant hereby represent, warrant, and covenant with and to Landlord as follows: the individual(s) acting as signatory on behalf of Tenant is(are) duly authorized to execute this Lease; Tenant has procured (whether from its members, partners or board of directors, as the case may be), the requisite authority to enter into this Lease; this Lease is and shall be fully and completely binding upon Tenant; and Tenant shall timely and completely perform all of its obligations hereunder.

18.9. WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

18.10. Lien Prohibition. Tenant shall not permit any mechanics or materialmen's liens to attach to the Premises or the Property. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within thirty (30) days after the filing thereof; or, within such thirty (30) day period,

Tenant shall provide Landlord, at Tenant's sole expense, with endorsements (satisfactory, both in form and substance, to Landlord and the holder of any mortgage or deed of trust) to the existing title insurance policies of Landlord and the holder of any mortgage or deed of trust, insuring against the existence of, and any attempted enforcement of, such lien or encumbrance. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand and as Additional Rent under this Lease, for all costs and expenses incurred in connection therewith, together with Default Interest thereon, which expenses shall include reasonable fees of attorneys of Landlord's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property. The provisions of this section shall survive the termination or expiration of this Lease. THE INTEREST OF THE LANDLORD IN THE PREMISES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE SUBJECT TO LIENS FOR ALTERATIONS MADE BY THE TENANT OR ANY OTHER ACT OF TENANT.

18.11. Counterparts. This Lease may be executed in multiple counterparts, but all such counterparts shall together constitute a single, complete and fully-executed document.

[Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

City of Freeport, Texas

By: _____
Dr. Danielle Kelly, City Manager

Date: _____

Landlord's Address for Notices:
1201 N. Avenue H
Freeport, Texas 77541

TENANT:

Nelli's

Individually and for Darren Farris

Date: _____

Tenant's Addresses for Notices:

305 Silver Saddle
Angleton, Tx 77515

LEASE EXHIBIT A
Broom Clean Condition and Repair Requirements

- All lighting is to be placed into good working order. This includes replacement of bulbs, ballasts, and lenses as needed.
- HVAC system shall be in good working order, including the necessary replacement of any parts to return the unit to a well-maintained condition. This includes, but is not limited to, filters, thermostats, warehouse heaters and exhaust fans. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition of the HVAC system.
- All holes in the sheet rock walls shall be repaired prior to move-out. All walls shall be clean.
- The carpets and vinyl tiles shall be in a clean condition and shall not have any holes or chips in them. Flooring shall be free of excessive dust, dirt, grease, oil and stains. Cracks in concrete and asphalt shall be acceptable as long as they are ordinary wear and tear, and are not the result of misuse.
- Facilities shall be returned in a clean condition, including, but not limited to, the cleaning of the kitchen, restroom areas, windows, and other portions of the Premises.
- All exterior windows with cracks or breakage shall be replaced. All windows shall be clean.
- Tenant shall provide keys for all locks on the Premises, including front doors, rear doors, and interior doors.
- All mechanical and electrical systems shall be left in a safe condition that conforms to code. All low voltage wiring shall be removed from the Premises and any damage caused by such removal shall be repaired to Landlord's reasonable satisfaction. Bare wires and dangerous installations shall be corrected to Landlord's reasonable satisfaction.
- All plumbing fixtures shall be in good working order, including, but not limited to, the water heater. Faucets and toilets shall not leak.
- All trash shall be removed from both inside and outside of the Building.
- All signs in front of Building and on glass entry door and rear door shall be removed.



City Council Agenda Item #[4.E]

Title: City Attorney Update.
Date: June 15, 2026
From: Christopher Duncan

Staff Recommendation: No action required.

Item Summary: Summary of ongoing projects and work parameters.

Background Information: It is customary for providers of professional services to the city to provide a public update of past and ongoing work. Common examples are presentations by Michael Darlow, attorney collecting tax revenues, City Auditor presenting audit, Veolia providing public updates of water utility operations. Following this same format, the City Attorney will provide a report to council and the public.

Special Considerations: City Attorney will not discuss any matters protected by attorney client privilege.

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:
None



City Council Agenda Item #[4.F]

Title: Discussion with city attorney about update work load, projects and progress made since he was hired in as Freeport attorney.

Date: June 15, 2026

From: Councilman Davis

Staff Recommendation:

Item Summary:

Background Information: Just to inform the public what Freeport has been facing, attacking and overcoming since Mr Dunkin has been hired as Freeport attorney.

Special Considerations:

Financial Impact:

Board or 3rd Party Recommendation:

Supporting Documentation:

None

Monthly Golf Course Report May 2026

Unfortunately this was our first month in the last 11 we did not beat our monthly goals. This was due solely to the amount of rainfall we received over the month especially the last two weeks. We had over 7 inches of rainfall during the month, combined with poor drainage that kept us close for close to 5 days. I forecasted this rainfall costing us close to \$20,000.00

On a positive note we are still \$152,000.00 over my projected goal after 8 months in the fiscal year. We did end the month of May at \$112,000.00 for the month with membership and merchandise still being very strong for us.

We are currently at 316 members which is well above our expected numbers and our youth program is doing very well with over 1,100 rounds played so far this year. For this fiscal year we are at 24,958 rounds of golf played and forecasting 38,000 rounds end of fiscal year.

Another area we are seeing strong growth is family golf outings and our youth programs. We have partnered with Youth on Course to give kids 18 and under a youth membership to help keep kids active and learn a new sport. We are now over 1,100 rounds played this year and have local schools promoting this youth program. We also have our summer teacher membership to show our appreciation for our areas teachers. This has been a success over the last few years.

As stated in previous reports, the biggest concern is still the poor shape of the proshop, including the mold issues and electrical being a hazard.

I have attached detailed numbers on all areas of the business.

Thank you, Brian

Golf Course Goals vs Actuals 2024-2025

Goal

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	33,000	33,000	33,000	26,000	25,000	45,000	50,000	50,000	50,000	50,000	50,000	50,000	495,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	10,000	9,000	9,000	7,000	8,000	13,000	13,000	12,000	13,000	12,000	12,000	12,000	130,000
Merchandise	14,000	14,000	14,000	12,000	11,000	19,000	19,000	19,000	19,000	17,000	16,000	16,000	190,000
Prep Food	1,000	1,000	1,000	1,000	1,000	2,000	2,000	2,000	2,000	2,000	1,500	1,500	18,000
Beer Sales	7,000	6,000	6,000	5,000	5,000	9,000	9,000	9,000	9,000	9,000	8,000	9,000	91,000
Drinks/Chips	3,500	3,500	2,500	2,500	2,500	5,000	5,000	5,000	5,000	4,500	4,500	4,500	48,000
Memberships	16,000	16,000	17,000	17,000	17,000	19,000	20,000	20,300	21,000	21,000	21,000	21,000	226,300
Total	\$84,500	\$82,500	\$82,500	\$70,500	\$69,500	\$112,000	\$118,000	\$117,300	\$119,000	\$115,500	\$113,000	\$114,000	\$1,198,300

Actual

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	37,426	47,003	31,575	30,632	32,903	50,614	43,637	37,398					311,187
Rec(taxable)	0	0	0	0	0	0	0	0					0
Golf Cart	10,530	13,466	10,967	9,146	10,239	14,978	14,408	12,871					96,604
Merchandise	18,677	18,699	14,594	16,115	20,040	25,748	30,039	23,478					167,390
Prep Food	1,241	1,467	1,554	1,507	1,456	5,044	3,654	1,489					17,412
Beer Sales	8,297	8,576	6,791	5,945	5,950	11,036	10,930	7,646					65,171
Drinks/Chips	4,066	4,507	3,642	3,342	3,653	5,011	4,991	4,692					33,904
Memberships	21,587	25,409	21,514	23,641	22,783	29,692	27,488	24,537					196,651
Total	\$101,824	\$119,127	\$90,638	\$90,328	\$97,024	\$142,523	\$135,146	\$112,211	\$0	\$0	\$0	\$0	\$888,320

Over/Under	\$17,324	\$36,627	\$8,138	\$19,828	\$27,524	\$30,523	\$17,146	-\$5,089					\$152,021
-------------------	-----------------	-----------------	----------------	-----------------	-----------------	-----------------	-----------------	-----------------	--	--	--	--	------------------

Rounds of Golf

Month	Fy2022-2023	Fy2023-2024	Fy2024-2025	Fy2025-2026
OCT	2692	2363	2798	2885
NOV	1153	2109	2557	3434
DEC	2028	2348	2749	2637
JAN	2125	1182	1627	2681
FEB	2176	2241	2539	2809
MAR	2961	3444	3881	3887
APR	2740	3285	3680	3463
MAY	2776	3461	3709	2802
JUN	3094	3378	3276	
JUL	3393	806	4554	
AUG	2811	3266	3471	
SEP	2897	2883	3366	
				□
	30846	30766	38207	24598

Memberships

Month	FY2022-2023	FY2023-2024	FY2024-2025	FY2025-2026
OCT	194	188	198	285
NOV	184	186	202	294
DEC	186	189	210	290
JAN	174	187	210	288
FEB	178	198	234	297
MAR	195	201	251	309
APR	192	203	253	316
MAY	196	211	254	316
JUN	186	213	255	
JUL	162	201	286	
AUG	183	194	285	
SEP	187	205	266	

□

Revenue for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	2023-224	2024-2025	2025-2026
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	76,592.04	\$ 74,167.03	\$ 92,617.00	\$ 101,824.00
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62	\$ 63,177.89	\$ 81,367.00	\$ 119,127.00
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	\$ 62,544.32	\$ 53,930.64	\$ 74,575.41	\$ 87,077.00	\$ 90,638.00
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	\$ 61,756.57	\$ 36,937.26	\$ 55,071.00	\$ 90,328.00
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	\$ 62,570.03	\$ 59,528.92	\$ 76,688.00	\$ 97,024.00
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	\$ 91,891.25	\$ 111,901.00	\$ 123,147.00	\$ 142,523.00
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	\$ 93,909.09	\$ 110,981.80	\$ 113,470.91	\$ 135,146.00
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	\$ 86,160.00	\$ 103,122.90	\$ 119,008.00	\$ 112,211.00
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	\$ 98,988.00	\$ 103,910.00	\$ 100,290.00	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	\$ 96,210.00	\$ 31,782.37	\$ 133,270.20	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	\$ 88,042.00	\$ 106,879.00	\$ 113,842.00	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	68,991.57	\$ 106,996.00	96180.34	\$ 134,135.00	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	950,429.24	\$ 973,143.92	\$ 1,229,983.11	\$ 888,821.00



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
EMS Coordinator

To: Dr. Danielle Kelly, City Manager

From: Christopher D. Motley, Fire Chief

Date: June 5, 2026

Re: May 2026

Response alarms: Fire - 12
 EMS - 209
 Total - 221

Significant Events: Air Ambulance transport: 4
 Mutual Aid Request: EMS response: 3 FIRE 0
 Mutual aid given to other cities to cover EMS response: 2 FIRE 1
 Two EMS units working calls at the same time: 46
 Three working EMS alarms: 2
 Four working EMS alarms: 1
 Five working EMS alarms: 0
 Transport rate: 59%

Infrastructure:

- Station #1: HVAC system replaced units in November and still not properly functioning. I requested immediate attention from City maintenance. The system did not properly operate through the hard freeze including upstairs HVAC system and engine bay gas heaters.
 - The upstairs air conditioners have been repaired and operating. Worked performed by outside licensed HVAC vendor.
Update: As of today, HVAC system is running. A compressor is being replaced under warranty. After replacement an oiler trap will be installed in line to prevent the compressor failure. Update: Compressor has not arrived for installation (June 5, 2026). Pending from manufacture.
 - The new air conditioners for downstairs are being inspected and investigated for not cooling or not operating properly.
Update: The HVAC air flow unit has been replaced with the correct unit. The air flow is pulling from the return air and flowing to the discharge of the room. Prior it was reverse flow with the purchase of the wrong unit.
 - At the request of staff, Fire Station #1 scheduled a mold and moisture analysis of the building. The analysis was complete with a protocol report. This report has been reviewed by third party and corrective action is addressing the HVAC systems.
Update: Temperature and Humidity monitors have been placed in the building to check the HVAC performance.
 - HVAC vendor is scheduled to check the return and supply duct that specializes in mold and moisture analysis of HVAC systems. Inspection is complete

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



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
EMS Coordinator

-
- Station #2: Emergency generator is installed pending CenterPoint natural gas installation.
 - Station #2 Fire Marshal is addressing the fire protection sprinkler system and fire alarm to receive a certificate of occupancy. Fire protection systems have been approved.
 - Old Station #2: Soffit and fascia have been removed from building. Installation will be performed by city maintenance department to reinstall the fascia board. PW no-action
 - Ambulance 909: (Old Ambulance) In service. This ambulance has a history of electrical issues after an accidental discharge of a fire extinguisher.
 - Engine 903: In Service. Annual PM complete with new tires.
 - Engine 902: In service. Repairs complete and new tires.

Emergency Management:

- Recovery: Finance is working with FEMA representatives for reimbursement.
- Contacted Tyrone Morrow, Freeport MUD #1 City of Freeport Liaison, about maintenance and cleaning the drainage system running through the MUD district. Freeport MUD #1 has responded to the request. Monitoring activity in the field.

Grants:

FEMA AFG program has been suspended due to Congressional Funding of Homeland Security.

- FEMA AFG – SCBA grant. February '26 contact SCBA vendors to quote. Currently, testing a SCBA from the manufacture.

Personnel: Staffing

- Fire Fighter Vacancy: Zero.
- Fire Fighter Vacancy: S.A.F.E.R. 3 positions. Two firefighters have started with one pending certification and completion of backgrounds.
- Fire Fighter Vacancy: Two (Part-time)
- EMS Vacancy: One (Part-time).
- Employee of the Month: Paul Pennington

Education/Fire/EMS Clinicals

- Brazosport College Zero EMT students
- BISD High School Students every Tuesday and Thursday.

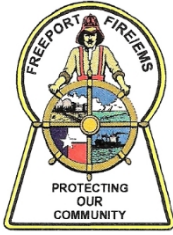
Training/Drills/Tabletop Exercise

- Active Shooter Planning – Exercise Brazoria County Sheriff's Office
This drill has been canceled.

Public relations

- Brazoria County Firefighters Association Fire Commission

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



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief

Paul Pennington
Fire Marshal

Summary Overview

During May 2026, the Fire Marshal's Office conducted fire inspections, code enforcement activities, fire investigations, plan reviews, pre-incident planning, public education, and emergency management coordination.

Monthly Activity Summary

- Inspections-20
- Reinspection-12
- Fire Investigations- 4
- Plan Reviews-12
- PIR Requests-7
- Preplans-9
- Fireworks Permits- 3
- Business Permits-3
- Meetings- 13
- Public Relations-1

Fire Investigations

- Trash Fire-307 Sailfish
- Kitchen Fire-1702 Skinner
- Fire Investigation 310 Yaupon
- Mutual Aid Fire Investigation Clute-146 E. Plantation

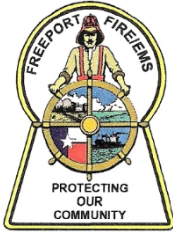
Gas Leaks

- 902 N. Brazosport Blvd

Code Enforcement

- Code enforcement assisted at 1327 W. 8th Street

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



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief

Paul Pennington
Fire Marshal

Plan Reviews

- LNG Freeport ERP review
- BISD Emergency Response Plan

Emergency Management / Special Operations

- Bryan Beach safety checks-4
- U.S. Coast Guard SAR meeting

Sunken Vessel checks

- 719 S. Ave A

Training and Professional Development

- Fire Marshal/Investigation
- HazMat training
- CE Wildland Fire training
- TCFP skills testing and evaluations

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



FREEPORT POLICE DEPARTMENT

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

MAY 2026 REPORT

I. CALLS FOR SERVICE

2089 Zuercher Records Management System (RMS) reports to follow.

II. INCIDENTS

125 cases were reported for the month.

Zuercher Records Management System (RMS) reports to follow.

III. TRAFFIC CONTACTS

496 traffic stops were reported for the month.

Zuercher Records Management System (RMS) reports to follow.

IV. ANIMAL CONTROL

112 animal control calls reported for the month.

V. TRAINING

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

- 82 Various training during the month for the department personnel.

VI. COMMUNITY EVENTS

The following are events:

- July 4th Main Street Stars & Stripes

VII. COMPLAINTS and COMPLIMENTS

Complaint over how an officer and dispatch handled a situation, was a repeat complaint regarding an incident that had already been investigated.

Compliment over Dispatch/Records Supervisor professionalism and helping the public.

VIII. STAFFING

DISPATCHERS:

We are full staff.

JAILERS:

We have 1 jailer opening. Interviews are ongoing.

ACOS:

We are full staff.



CROSSING GUARDS:

We are full staff.

POLICE OFFICERS:

We have 1 opening. We have 3 conditional job offers and they are scheduled to start in June.

PROMOTIONS:

None

SPECIAL ANNOUNCEMENTS:

K9 Abigail is submitting her retirement paperwork.

Freeport Police Department

Monthly Call For Service CC

Printed on June 1, 2026

Description	Totals	
911 CALL	105	105
911 HANG UP	29	29
ABANDONED VEHICLE	3	3
ALARM - BUSINESS	22	22
ALARM - HOLD UP	1	1
ALARM - MEDICAL	3	3
ALARM - RESIDENTIAL	8	8
AMBULANCE CALL - FREEPORT	167	167
AMBULANCE CALL - OYSTER CREEK	15	15
AMBULANCE CALL - SURFSIDE	36	36
ANIMAL BITE	2	2
ANIMAL CONTROL - GENERAL	109	109
ANIMAL CONTROL - PENDING	1	1
ASSAULT	3	3
ATTEMPT TO SERVE - WARRANT	4	4
BAR CHECK	6	6
BEACH PATROL	11	11
BROADCAST	16	16
BURGLARY - MOTOR VEHICLE	1	1
CHECKED OUT	8	8
CITY ORDINANCE VIOLATION	2	2
CIVIL MATTER	10	10
CIVIL STANDBY	10	10
CLERK CHECK	74	74
CLOSE PATROLLING AREA	251	251
CLOSE PATROL REQUEST	2	2
CODE ENFORCEMENT	8	8
COMMERCIAL VEHICLE ENFORCEMENT	1	1
COURTESY TRANSPORT	3	3
CPS RELATED INVESTIGATION	16	16
CRASH - HIT & RUN	6	6
CRASH - MAJOR	2	2
CRASH - MINOR	16	16
CRIMINAL MISCHIEF	5	5
CRIMINAL TRESPASSING	9	9
DEBRIS IN ROADWAY	10	10
DISCHARGE FIREARM	1	1
DISTURBANCE PHYSICAL	26	26
DISTURBANCE VERBAL	36	36
DUMPING ILLEGALLY	1	1
Duplicate Call	1	1
FIRE - ALARM	2	2

Description	Totals	
FIRE CALL	8	8
FIRE CALL MUTUAL AID	1	1
FLAGGED DOWN	5	5
FOLLOW UP	33	33
FOUND PROPERTY	8	8
FRAUD	3	3
HARASSMENT	7	7
HIGH WATER	2	2
HOSPICE DEATH	2	2
INCIDENT REPORT	13	13
INSPECTION	3	3
JAIL DUTY	4	4
JAIL INSPECTION	13	13
JUVENILE COMPLAINTS	7	7
LOST ARTICLE/PROPERTY	1	1
MENTAL HEALTH CALL/REFERAL	13	13
MISCELLANEOUS	17	17
MISSING JUVENILE	4	4
MOTORIST ASSIST	26	26
NARCOTICS COMPLAINT	3	3
NOISE COMPLAINT	24	24
OPEN DOOR/WINDOW	1	1
OTHER AGENCY ASSIST	22	22
PARKING VIOLATION	4	4
POLICE ESCORT	1	1
PRISONER TRANSPORT	9	9
RECKLESS DRIVER	21	21
RECOVER RUNAWAY	1	1
RECOVER STOLEN VEHICLE	2	2
REPORT DROPPED IN ERROR	1	1
REPOSESSION VEHICLE	6	6
RUNAWAY	1	1
SEX OFFENDER REGISTRATION	2	2
SPEAK WITH OFFICER	62	62
SPECIAL ASSIGNMENT	3	3
SPECIAL WATCH	8	8
SUBJECT CONTACT	22	22
SUSPICIOUS CIRCUMSTANCE	56	56
SUSPICIOUS NOISE	1	1
SUSPICIOUS SUBJECT	30	30
SUSPICIOUS VEHICLE	32	32
SWAT	2	2
TERRORISTIC THREATS	3	3
THEFT	20	20
TOWED VEHICLE	3	3
TRAFFIC COMPLAINT	13	13

Description	Totals	
TRAFFIC STOP	414	414
UNAUTH USE OF A VEHICLE	1	1
UNWANTED SUBJECT	46	46
WARRANT CLASS B OR ABOVE	1	1
WARRANT MUNICIPAL	1	1
WARRANT OTHER AGENCY	1	1
WATER / STREET DEPT CALLOUT	19	19
WELFARE CONCERN	21	21
	20	20
Totals	2089	2089

Freeport Police Department

Monthly Incidents CC

Printed on June 1, 2026

Reported	Case Number	Offenses	Description
05/01/26	FPD26-0495	PUBLIC INTOXICATION	UNWANTED SUBJECT
05/01/26	FPD26-0496	TAMPER/CONNECT WITH CITY	CODE ENFORCEMENT
05/01/26	FPD26-0497	DRIVING WHILE INTOXICATED	CRASH - MINOR
05/01/26	FPD26-0498	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
05/02/26	FPD26-0499	CRIMINAL MISCHIEF >=\$750<\$2,500	CRIMINAL MISCHIEF
05/02/26	FPD26-0500	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
05/03/26	FPD26-0501	ASSAULT CAUSES BODILY INJ;	DISTURBANCE PHYSICAL
05/03/26	FPD26-0503	PUBLIC INTOXICATION: MINOR	SUSPICIOUS SUBJECT
05/03/26	FPD26-0502	PUBLIC INTOXICATION	SUSPICIOUS VEHICLE
05/03/26	FPD26-0504	CRIMINAL MISCHIEF >=\$100<\$750;	THEFT
05/03/26	FPD26-0505	POSS CS PG 1/1-B <1G	WELFARE CONCERN
05/03/26	FPD26-0506	POSSESSION OF DRUG	TRAFFIC STOP
05/04/26	FPD26-0507	DEATH INVESTIGATION	AMBULANCE CALL - FREEPORT
05/04/26	FPD26-0508	EVADING ARREST DETENTION;	SUSPICIOUS CIRCUMSTANCE
05/04/26	FPD26-0509	THEFT PROP >=\$100<\$750	THEFT
05/04/26	FPD26-0510	ASSAULT OF PREGNANT PERSON;	DISTURBANCE PHYSICAL
05/04/26	FPD26-0511		REPORT DROPPED IN ERROR
05/05/26	FPD26-0512	CAPIAS WARRANT	TRAFFIC STOP
05/05/26	FPD26-0513		ANIMAL CONTROL - GENERAL
05/05/26	FPD26-0522	CREDIT CARD OR DEBIT CARD	THEFT
05/06/26	FPD26-0514	ILLEGAL DUMPING >1000LBS OR	SPEAK WITH OFFICER
05/07/26	FPD26-0515	CAPIAS WARRANT	PRISONER TRANSPORT
05/08/26	FPD26-0516	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
05/08/26	FPD26-0517	THEFT OF FIREARM	THEFT
05/08/26	FPD26-0518	THEFT PROP >=\$750<\$2,500	THEFT
05/08/26	FPD26-0519	INCIDENT REPORT	CODE ENFORCEMENT
05/08/26	FPD26-0521	ASSAULT CAUSES BODILY INJ; INJ	SUSPICIOUS CIRCUMSTANCE
05/08/26	FPD26-0520	INCIDENT REPORT	INCIDENT REPORT
05/08/26	FPD26-0523	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
05/08/26	FPD26-0524	PROBATION VIOLATION	MENTAL HEALTH CALL/REFERAL
05/08/26	FPD26-0525	UNAUTH USE OF VEHICLE	UNAUTH USE OF A VEHICLE
05/08/26	FPD26-0526		ATTEMPT TO SERVE - WARRANT
05/08/26	FPD26-0528	THEFT PROP >=\$100<\$750	SPEAK WITH OFFICER
05/08/26	FPD26-0527	ASSAULT BY THREATS	DISTURBANCE PHYSICAL
05/09/26	FPD26-0529	CRIMINAL TRESPASS; ASSAULT	DISTURBANCE PHYSICAL
05/09/26	FPD26-0530	DRIVING WHILE LICENSE INVALID	TRAFFIC STOP
05/09/26	FPD26-0531	DEATH INVESTIGATION	AMBULANCE CALL - FREEPORT
05/09/26	FPD26-0532	INCIDENT REPORT	RECOVER RUNAWAY
05/09/26	FPD26-0533	INCIDENT REPORT	DISTURBANCE PHYSICAL
05/10/26	FPD26-0534	INCIDENT REPORT	MOTORIST ASSIST
05/10/26	FPD26-0535	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
05/11/26	FPD26-0537	CRUELTY NON-LVSTK:FAIL	ANIMAL CONTROL - GENERAL
05/11/26	FPD26-0536	THEFT CLASS C	THEFT

Reported	Case Number	Offenses	Description
05/12/26	FPD26-0538	NO DRIVER'S LICENSE	TRAFFIC STOP
05/13/26	FPD26-0539	COLLISION INVOLVING DAMAGE	CRASH - HIT & RUN
05/13/26	FPD26-0540	PUBLIC INTOXICATION	SUBJECT CONTACT
05/13/26	FPD26-0541	BURGLARY OF VEHICLES	BURGLARY - MOTOR VEHICLE
05/13/26	FPD26-0542	COLLISION INVOLVING DAMAGE	CRASH - HIT & RUN
05/13/26	FPD26-0543	INCIDENT REPORT	SUSPICIOUS VEHICLE
05/14/26	FPD26-0544	PROH SUBSTANCE/ITEM IN	PRISONER TRANSPORT
05/14/26	FPD26-0545	INCIDENT REPORT	RECOVER STOLEN VEHICLE
05/14/26	FPD26-0546	RESIST ARREST SEARCH OR	THEFT
05/14/26	FPD26-0549	INCIDENT REPORT	RECOVER STOLEN VEHICLE
05/14/26	FPD26-0548	DEATH INVESTIGATION	HOSPICE DEATH
05/14/26	FPD26-0547		FOUND PROPERTY
05/14/26	FPD26-0552	THEFT PROP >=\$100<\$750	THEFT
05/14/26	FPD26-0551	HARASSMENT	SPEAK WITH OFFICER
05/14/26	FPD26-0550		ANIMAL BITE
05/14/26	FPD26-0553	INTERFER W/EMERGENCY REQ	DISTURBANCE PHYSICAL
05/15/26	FPD26-0554	INCIDENT REPORT	SPEAK WITH OFFICER
05/15/26	FPD26-0555	INCIDENT REPORT	FOUND PROPERTY
05/15/26	FPD26-0556	INCIDENT REPORT; FAILURE TO	WARRANT MUNICIPAL
05/16/26	FPD26-0557	THEFT CLASS C	THEFT
05/16/26	FPD26-0558	FRAUD - GENERAL	FRAUD
05/16/26	FPD26-0559	CAPIAS WARRANT	911 CALL
05/17/26	FPD26-0560	ASSAULT CAUSES BODILY INJ	SUSPICIOUS CIRCUMSTANCE
05/17/26	FPD26-0561	INCIDENT REPORT	SPEAK WITH OFFICER
05/18/26	FPD26-0562	POSSESSION OF DRUG	TRAFFIC STOP
05/18/26	FPD26-0563	THEFT PROP >=\$750<\$2,500	LOST ARTICLE/PROPERTY
05/18/26	FPD26-0564	ASSAULT BY PHYSICAL CONTACT	ASSAULT
05/19/26	FPD26-0565	FAIL TO REMAIN AND REPORT	CRASH - HIT & RUN
05/19/26	FPD26-0566	BURGLARY OF VEHICLES	THEFT
05/19/26	FPD26-0570	INCIDENT REPORT	SUSPICIOUS VEHICLE
05/19/26	FPD26-0567	INCIDENT REPORT	TOWED VEHICLE
05/19/26	FPD26-0568	OTHER JURISDICTION WARRANT	OTHER AGENCY ASSIST
05/19/26	FPD26-0569	OTHER JURISDICTION WARRANT	TRAFFIC STOP
05/19/26	FPD26-0571	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
05/20/26	FPD26-0572	INCIDENT REPORT	SUSPICIOUS SUBJECT
05/20/26	FPD26-0573	CAPIAS WARRANT	SUBJECT CONTACT
05/20/26	FPD26-0574		MISSING JUVENILE
05/20/26	FPD26-0575	THEFT CLASS C	THEFT
05/20/26	FPD26-0576	THEFT CLASS C	THEFT
05/20/26	FPD26-0577	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
05/21/26	FPD26-0578	ASSAULT BY PHYSICAL CONTACT	ASSAULT
05/22/26	FPD26-0579	INCIDENT REPORT	CLOSE PATROLLING AREA
05/22/26	FPD26-0580	CPS/APS REFERRAL	CPS RELATED INVESTIGATION
05/22/26	FPD26-0581	ASSAULT CAUSES BODILY INJURY	ASSAULT
05/22/26	FPD26-0582	INCIDENT REPORT	WELFARE CONCERN
05/23/26	FPD26-0583	COLLISION INVOLVING DAMAGE	CRASH - HIT & RUN
05/23/26	FPD26-0584	FAILURE TO MAINTAIN FINANCIAL	TRAFFIC STOP

Reported	Case Number	Offenses	Description
05/24/26	FPD26-0585	INCIDENT REPORT	DISTURBANCE PHYSICAL
05/24/26	FPD26-0586	INCIDENT REPORT	DISTURBANCE PHYSICAL
05/24/26	FPD26-0587	PUBLIC INTOXICATION	DISTURBANCE VERBAL
05/25/26	FPD26-0589		TRAFFIC STOP
05/25/26	FPD26-0588	EVADING ARREST DET W/VEH;	TRAFFIC STOP
05/25/26	FPD26-0593	INCIDENT REPORT	CRASH - HIT & RUN
05/25/26	FPD26-0590	CAPIAS WARRANT	PRISONER TRANSPORT
05/25/26	FPD26-0591	FAILURE TO MAINTAIN FINANCIAL	TRAFFIC STOP
05/25/26	FPD26-0592	INCIDENT REPORT	ABANDONED VEHICLE
05/26/26	FPD26-0594	INCIDENT REPORT	INCIDENT REPORT
05/27/26	FPD26-0595	INCIDENT REPORT	OTHER AGENCY ASSIST
05/28/26	FPD26-0596	CAPIAS WARRANT	SUSPICIOUS SUBJECT
05/28/26	FPD26-0597	OTHER JURISDICTION WARRANT;	TRAFFIC STOP
05/28/26	FPD26-0598	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
05/28/26	FPD26-0599	ASSAULT BY THREATS	DISTURBANCE VERBAL
05/28/26	FPD26-0600	ASSAULT CAUSES BODILY INJURY	ASSAULT
05/28/26	FPD26-0601		REPORT DROPPED IN ERROR
05/28/26	FPD26-0602	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
05/29/26	FPD26-0603	PUBLIC INTOXICATION; PROH	TRAFFIC STOP
05/29/26	FPD26-0604	PUBLIC INTOXICATION:MINOR 3RD	AMBULANCE CALL - FREEPORT
05/29/26	FPD26-0605	INCIDENT REPORT	HOSPICE DEATH
05/29/26	FPD26-0606	CRIMINAL TRESPASS	SPEAK WITH OFFICER
05/29/26	FPD26-0607	INCIDENT REPORT	DISTURBANCE PHYSICAL
05/29/26	FPD26-0608	INCIDENT REPORT	TOWED VEHICLE
05/29/26	FPD26-0609	THEFT CLASS C	THEFT
05/30/26	FPD26-0610	CITY WARRANT	PRISONER TRANSPORT
05/30/26	FPD26-0611	DEATH INVESTIGATION	AMBULANCE CALL - FREEPORT
05/30/26	FPD26-0612	INDECENCY W/CHILD SEXUAL	SPEAK WITH OFFICER
05/30/26	FPD26-0613	INCIDENT REPORT	SEXUAL ASSAULT CHILD
05/30/26	FPD26-0614	THEFT PROP >=\$100<\$750	THEFT
05/30/26	FPD26-0615	CRIMINAL MISCHIEF >=\$100<\$750	911 CALL
05/30/26	FPD26-0619	BURGLARY OF HABITATION	THEFT
05/31/26	FPD26-0616	CRUELTY NON-LVSTK:FAIL	ALARM - RESIDENTIAL
05/31/26	FPD26-0617	FAILURE TO IDENTIFY;	NOISE COMPLAINT
05/31/26	FPD26-0618	INCIDENT REPORT	SUSPICIOUS SUBJECT

Total Records: 125

Freeport Police Department

Monthly Traffic Stops CC

Printed on June 1, 2026

Descriptions	Totals	
Advice Given	2	2
Arrest	23	23
Arrest; Vehicle Towed	4	4
Citation Issued	96	96
CVE - No Violation	1	1
Handled By Officer / Deputy	6	6
Unfounded	1	1
Vehicle Towed; Arrest	5	5
Written Warning Issued	356	356
Written Warning Issued; Assistance Provided	2	2
Totals	496	496



PUBLIC WORKS MONTHLY REPORT

Date: May 2026

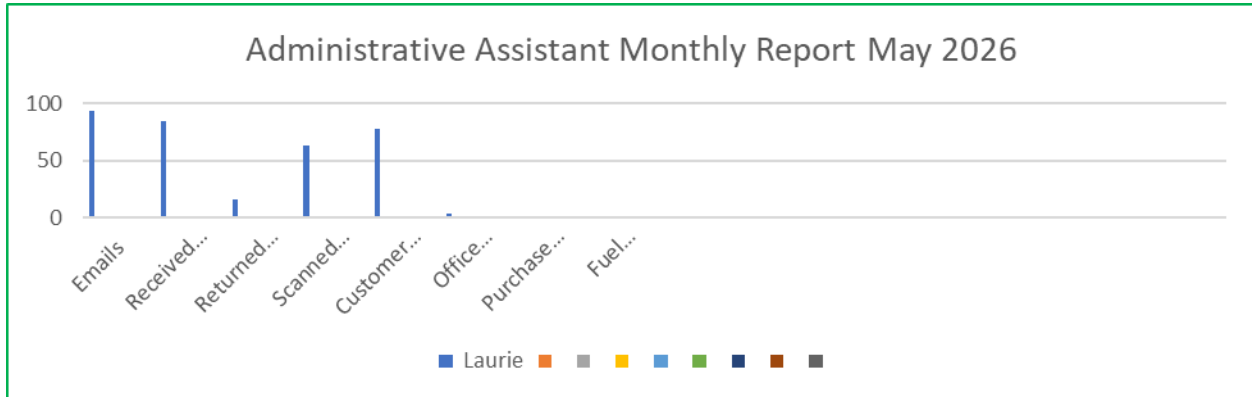
From: John Perez, Interim Director of Public Works

Administration Division:

Under the Direction of the Director of Public Works, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Work Orders
- Communication
- E-mail

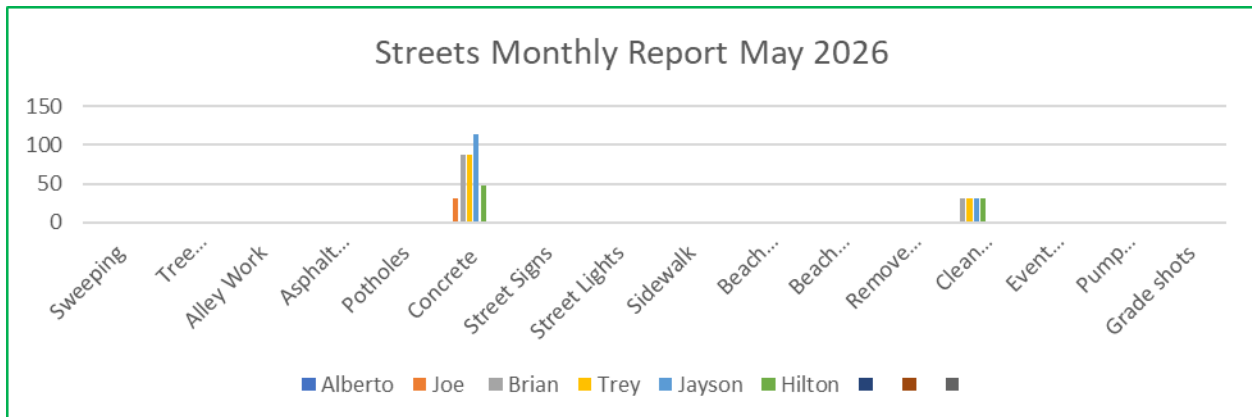


Streets Division:

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

Key Highlights This Month:

- Concrete Repairs
- Asphalt Repairs
- Repair sidewalk and curb

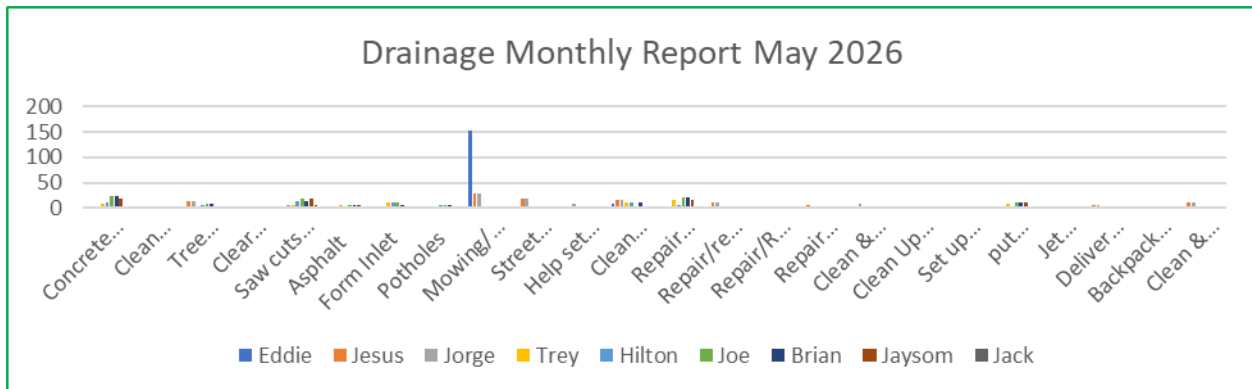


Drainage Division:

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

Key Highlights This Month:

- Sign replacement
- Mowing drainage areas
- Culvert installation
- Clean culverts

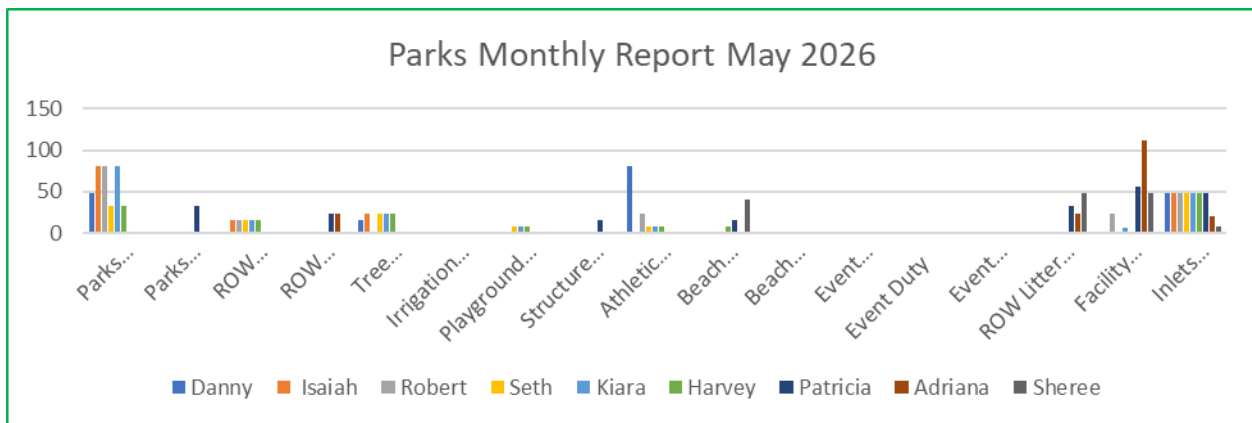


Parks Division:

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

Key Highlights This Month

- Mow Parks
- Cleaning Facilities
- Above average rental set up and tear downs

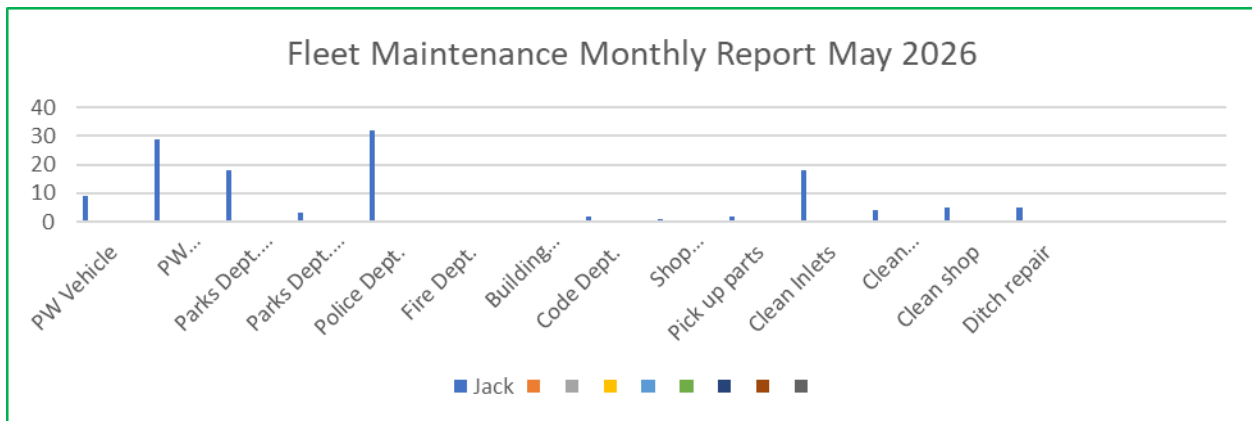


Fleet Division:

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

Key Highlights This Month:

- Equipment Repair
- Routine Maintenance
- Repair tires

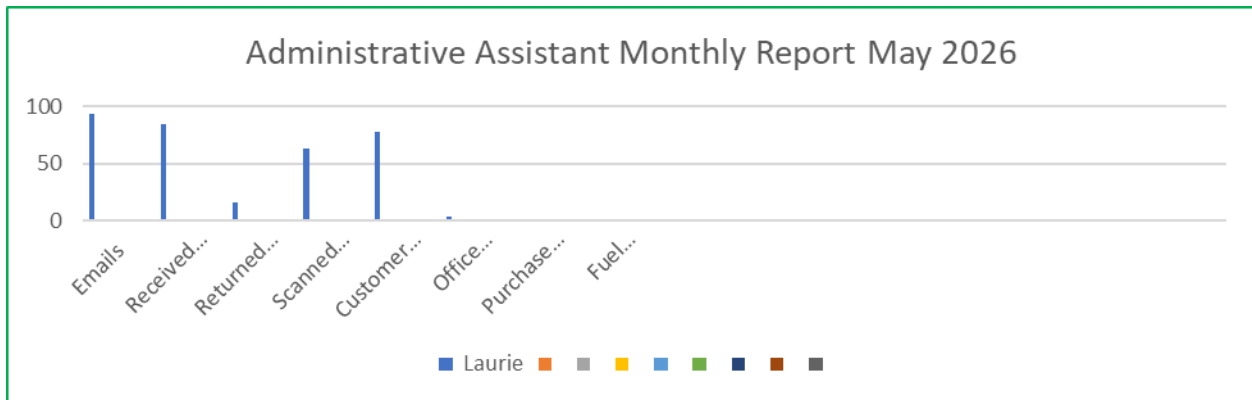


Building Maintenance Division:

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

Key Highlights This Month:

- Upkeep on Multiple Buildings
- Museum Maintenance



Recreation Division:

Under the direction of the Recreation Supervisor, the Recreation Division provides recreational services, special events, and programs to the Freeport community. This includes fitness classes, senior programs, youth activities, aquatics, facility rentals, and more.

May 2026

Program & Staff Updates

Staffing

- The division remains fully staffed.

Zumba

- **Instructor:** 1
- **Class Schedule:**
 - Mondays: 8:30–9:30 a.m.
 - Fridays: 6:00–7:00 p.m.

HIIT Fitness Class

- **Instructor:** 1
- **Class Schedule:**
 - Tuesdays: 9:00–10:00 a.m.
 - Thursdays: 5:30- 6:30 p.m.



Mat Pilates

- Instructor: 1
- Class Schedule:
 - Tuesdays: 5:30- 6:30 p.m.

Silver Sneakers

- continues to support senior fitness programming.

Events Summary

Held in May

- **Toddler Take over: May 20 @ 10am- 12pm**

Upcoming Events

- **HIIT The Lights- June 2nd @ 9:30am**

Revenue Report

Membership Revenue

Adult: \$365

Senior: \$6

Student: \$117

Total Membership Revenue: \$488



Social Media Engagement

Freeport Recreation Page

2025	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
People follow The Freeport Recreation page	4236	4238	4251	4273	4294	4331	4348	4353	4380	4410	4442	4472
2026	Jan	Feb	March	April	May							
People follow The Freeport Recreation page	4522	4579	4693	4734	4750							



Membership Check- Ins

Membership Type	Check-Ins
Individual	83
Senior	53
Family	7
Senior Family	1

Facility Usage Summary

	Amount
Non-Profit Sports Field Hours	16 hrs
Paid Sports Field Rentals	4
Paid Facility Rentals (RiverPlace, VCH, FMP, Gazebos)	24





Information Technology

Monthly Report

- Recreation center upgraded to new security and access system.
- New Security systems in place at City Hall
- Improved email notification systems

Upcoming Projects

- Audio Enhancements and Control upgrades for Council Chambers
- Updated Permit and Rental scheduling and payment online capabilities
- RiverPlace network security and stability updates.
- Network overview and city connection analysis for cost reduction and speed/reliability increase.

May 2026





KACE

Closed Ticket 31 days by Category Only

Description:

Category: Service Desk

Server Hostname: support.bvukbd3erj4ujcxexa1udopcse.gx.internal.cloudapp.net

Generated: 05/01/2026 01:00:08

Category	Total Closed Tickets
Hardware::Computer::Laptop	1
Hardware::Other Hardware	1
Hardware::Phone::Desk	2
Hardware::Phone::Mobile	1
Software::Install	1
Software::Issue	3
Website::Change or Upload	4

05/01/2026

Your business performance for April 2026: 271 interactions

See how Freeport Bryan Beach at 3302 Bryan Beach Road, Freeport, TX 77541 performed in April 2026 compared to the previous month.

[See full report](#)

Your performance at a glance

 3

calls
-40%

 0

chat clicks

 250

people asked for directions
-41%

 18

website visits from profile
-47%

 3,705

profile views
-21%

 1,047

searches
-33%

**An interaction is when a customer calls, makes a booking, is sent to your website, or requests directions from your Business Profile.*

Top search terms

1	freeport beach	236
2	beach	159
3	freeport bryan beach, bryan beach road, freeport, 113 tx	

Take the next step with Google Ads

Businesses like yours reach more customers with Google Ads.

Are your hours, phone number, and website accurate?

Your business performance for April 2026: 498 interactions

See how Freeport City Hall at 1201 North Avenue H, Freeport, TX 77541 performed in April 2026 compared to the previous month.

[See full report](#)

Your performance at a glance

 340

calls
+10%

 0

chat clicks

 77

people asked for directions
-23%

 81

website visits from profile
+6%

 1,211

profile views
-5%

 389

searches
-22%

**An interaction is when a customer calls, makes a booking, is sent to your website, or requests directions from your Business Profile.*

Top search terms

1	city of freeport water	143
2	freeport city hall	111
3	freeport city hall, north avenue h, freeport, tx	29

Take the next step with Google Ads

Businesses like yours reach more customers with Google Ads.

Are your hours, phone number, and website accurate?

All Users Add comparison

Last 28 days May 8 - Jun 4, 2026

Reports snapshot

