



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, August 3, 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. Proclamation Celebrating the 100-Year Anniversary of St. Mary Star of the Sea Catholic Church - Jerry Cain, Mayor
- 2B. Upcoming Events -
 - "Snocial", August 4, Splash Pad in Downtown, 2:00P.M.-6:00P.M.
 - 16th Annual KidFest, September 12, Historic Downtown Freeport, 3:00P.M.-7:00P.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, July 11, 2026 and July 20, 2026 - Clarisa Fernandez, City Secretary
- 3B. Action approving Ordinance No. 2026-2770 amending Ordinance No. 2026-2767 for the November 3, 2026 Recall Election - Clarisa Fernandez, City Secretary
- 3C. Action approving Resolution No. 2026-3061 for the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport - Clarisa Fernandez, City Secretary

4: Business

-
- 4A. Consideration and possible action approving Ordinance No. 2026-2771 for Budget Amendment No.3 for Fiscal Year 2025-2026.(Ashlee Hurst)
 - 4B. Consideration and possible action approving Resolution No. 2026-3062 to allow the Police Chief and Fire Chief enter into an updated Interlocal Agreement with Brazosport Independent School District.(Chief Jennifer Howell, Chief Christopher Motley)

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 551.071 (Consultation with Attorney) 1.) Pending Lawsuits being defended by TML 2.) DOW IDA Negotiations Update 3.) Covarrubias Lawsuit Update.

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



PROCLAMATION

CELEBRATING THE 100TH ANNIVERSARY OF ST. MARY STAR OF THE SEA CATHOLIC CHURCH

WHEREAS, the history of St. Mary Star of the Sea Catholic Church began as a mission church in the City of Velasco in 1892, and the parish was formally established in Freeport in 1926; and

WHEREAS, for the past century, St. Mary Star of the Sea Catholic Church has served as a sanctuary of faith, prayer, fellowship, and service for generations of Freeport residents; and

WHEREAS, St. Mary Star of the Sea became the mother church of St. Michael the Archangel Catholic Church in Lake Jackson and St. Joseph on the Brazos Catholic Church in Brazoria, extending its legacy of faith throughout the Brazosport area; and

WHEREAS, throughout its history, the parish has demonstrated remarkable strength and perseverance, rebuilding and continuing its ministry after church facilities were severely damaged or destroyed by hurricanes and fire; and

WHEREAS, St. Mary Star of the Sea Catholic Church has enriched the Freeport community by nurturing faith, serving those in need, supporting the community's growth, and promoting fellowship among people of diverse backgrounds; and

WHEREAS, the parish's rich heritage continues through a congregation representing more than 20 countries, reflecting the cultural diversity and welcoming spirit of the Freeport community; and

WHEREAS, the vision and dedication of generations of clergy, parishioners, volunteers, and supporters have established St. Mary Star of the Sea Catholic Church as a cornerstone of faith and hope and have contributed significantly to the spiritual, cultural, and civic life of Freeport; and

WHEREAS, on August 15, 2026, parishioners, community members, local leaders, and supporters will gather to commemorate the church's centennial anniversary with the celebration of Holy Mass by His Excellency, Archbishop Joe S. Vásquez of the Archdiocese of Galveston-Houston, followed by a centennial celebration and dinner.

NOW, THEREFORE, I, Jerry Cain, Mayor of the City of Freeport, Texas, on behalf of the City Council and the citizens of Freeport, do hereby:

Recognize, honor, and celebrate the 100th Anniversary of St. Mary Star of the Sea Catholic Church and its century of faithful service to God and the citizens of the City of Freeport; and

Extend sincere congratulations and best wishes to the church, its leadership, and its parishioners as they commemorate a century of faith, service, and fellowship in the City of Freeport.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Freeport, Texas, to be affixed this 3rd day of August 2026.

Jerry Cain, Mayor
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Saturday, July 11, 2026 at 9:00 AM 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
- Clarisa Fernandez, City Secretary
- Ashlee Hurst, Finance Director
- Toby Cohen, IT Director
- Christopher Motley, Fire Chief
- Lily Celedon, Staff Accountant
- John Perez, Interim Public Works Director
- Nick Meeks, Utility Manager

Visitors:

- David McGinty
- Sam Reyna
- Pamela Dancy

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the City Council Budget Workshop to order at 9:00A.M. on July 11, 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 stated that there were no matters subsequent to posting.

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

Sam Reyna resides at 2002 North Avenue G. Mr. Reyna expressed concern that personnel costs encompassing salary adjustments, benefits, and workforce retention initiatives represented the city's largest expenditure category, and stated that the city could not afford further pay raises. He stated if they want to leave, let them go, do not pay more money to keep them. Mr. Reyna urged the Council to redirect available resources toward capital improvements, citing the poor condition of the city's alleys, streets, ditches, and lighting as persistent and unresolved problems. He attributed these deficiencies in part to inadequate staffing and equipment in the street department, stating there were too many chiefs and not enough Indians. Mr. Reyna recommended the city use bond financing to acquire heavy equipment including excavators, backhoes, motor graders, compactors, and asphalt pavers and to hire certified heavy equipment personnel. He concluded by calling on the city to clean up our filthy city, contending that improved infrastructure was essential to attracting investors, developers, and new residents.

Melanie Oldham resides at 531 West Brazos Street. Ms. Oldham stated she is an 18-year resident with experience reviewing city budgets, and offered a contrasting perspective on personnel. She acknowledged that in past years the city had sometimes employed directors and staff who lacked the qualifications to justify their compensation, but expressed optimism that the city was now attracting more experienced and credentialed individuals. Ms. Oldham echoed Mr. Reyna's concerns about the street department and added that she believed the code enforcement and building department needed additional staffing at minimum two employees to support fair and effective enforcement, which she described as essential to attracting development. She urged the Council to consider developing a comprehensive infrastructure master plan, recalling that an engineering firm had produced such a plan roughly twenty years prior that mapped out pipe locations and prioritized needs across the city's wards. She noted that without such a plan, the city had historically been limited to patching rather than replacing aging infrastructure, including clay pipes behind residential alleys. On a more positive note, Ms. Oldham observed that the city had recently acquired a grant writer and secured grants that had not been available for years, and expressed hope that the ongoing negotiation of the Dow/BASF Industrial District Agreement would generate meaningful additional revenue. She urged the Council to use those anticipated revenues wisely, expressing confidence in the expertise of City Manager Dr. Danielle Kelly and Finance Director Ashlee Hurst.

Workshop

Discussion and review of the Proposed Fiscal Year 2026-2027 Budget.

Finance Director Ashlee Hurst presented the attached presentation titled "Exhibit A".

Finance Director Ashlee Hurst opened by welcoming Mayor Cain, Council, and community members, and outlined the purpose and format of the session. She explained that unlike the prior month's workshop which had proceeded line by line through every budgeted dollar today's session would focus specifically on changes made since the last workshop, the tax rate discussion, and ensuring that Council had a clear and complete understanding of the budget's direction before the final adoption deadline in September. Ms. Hurst noted that the same color-coded, easy-to-understand graphics from the prior presentation would be used again to aid comprehension. Ms. Hurst presented the budget adoption timeline, noting that the highlighted date represented the current workshop. She emphasized that multiple upcoming milestones would give Council and the public continued opportunities to review information, ask questions, and provide feedback before final adoption. She stressed that the process would be gaining momentum quickly and that staff was committed to having the budget prepared as early as possible to avoid complications. Ms. Hurst then highlighted significant structural changes proposed in the budget, noting that all the changes she would describe were contingent upon Council approval. She summarized these reorganizations as being driven by a

desire to improve transparency, accountability, and financial reporting across the city's fund structure. The proposed changes included:

- Solid Waste moved into the Water and Sewer Fund, which would be renamed the Utility Fund.
- Code Enforcement moved from the Police Department budget into the Building Department budget, with the combined department being renamed Community Development.
- The Golf Course Department transitioned to an Enterprise Fund, reflecting its nature as a business-type activity supported by user fees.
- The EMS Department similarly transitioned to an Enterprise Fund.
- The old IT Fund was reassigned and renamed as a General Fund Contingency.

Ms. Hurst explained that infrastructure and beautification initiatives were the driving force behind available resource allocation in this budget cycle, and that department requests which had previously been submitted to Council in a wish list format had this year been incorporated directly into the budget, making the process more inclusive and reflective of genuine operational needs.

Ms. Hurst presented a detailed summary of new full-time positions requested across departments, noting that the budget included a total of ten new positions. The requests were broken down as follows:

- Parks: Two Maintenance Tech I positions.
- Recreation Center: One Aquatics Coordinator position.
- Museum: One position eliminated following an operational needs review.
- Streets: Two Maintenance Tech I positions, with an additional two requested by Council at the last workshop, for a total of four in the streets department.
- Service Center: One Mechanic Helper position.
- Community Development: Originally four positions were requested. A Plan Reviewer/Permit Coordinator position funded through the General Fund was retained. A Building Code Supervisor position was requested but ultimately removed following Council feedback at the prior workshop. A Project Manager position, to be funded 100 percent by TIRZ, was included. A Building Inspector position focused on the tourist district and commercial businesses originally proposed to be funded 50 percent by TIRZ and 50 percent by EDC was also removed following Council feedback.
- IT: One IT Assistant position.

Councilman McDonald discussed the proposed Community Development Department positions, including the removal of the Building Code Supervisor position and the addition of other staffing positions. He expressed concerns regarding staffing qualifications, the City's code enforcement operations, and a constituent complaint involving a code enforcement matter. He emphasized the importance of having qualified personnel with construction-related experience and questioned the need for additional staffing.

Councilman Davis and Councilman Rossow responded by discussing the importance of following established procedures, meeting with staff to address concerns, and recognizing the responsibilities of department leadership.

City Manager Dr. Danielle Kelly explained that the proposed position would be responsible for reviewing permit applications, coordinating plan reviews, and managing the City's increasing permit activity. She reported that permit volume had increased significantly over the previous year, resulting in a greater

workload for the department.

Mayor Cain concluded the discussion by emphasizing the importance of communication, encouraging council members to work collaboratively with staff when addressing concerns, and recommending that the City Manager Dr. Danielle Kelly verify that employees serving in positions requiring state certifications possess the appropriate credentials.

Finance Director Ashlee Hurst highlighted the priority-based approach used to build the budget. She explained that staff had been guided by the results of a recent community priorities survey, with residents identifying beautification and infrastructure as their top concerns. As a result, staff had updated the budget to add an additional \$370,000 in targeted investments. The total proposed community investments for the fiscal year amounted to \$4,743,235, composed of:

- \$595,000 in beautification initiatives.
- \$4,148,235 in infrastructure initiatives.

Mayor Cain asked Finance Director Ashlee Hurst whether she could speak to how this investment level compared to prior budget years. Ms. Hurst acknowledged she did not have the precise historical figure at hand but stated that the increase was substantial characterizing it as likely several millions of dollars more than last year and confirming that these types of infrastructure and beautification projects had not appeared in the prior budget cycle at all. Mayor Cain noted that to his knowledge, this was the first budget he had seen in which the city was being proactive rather than reactive in these areas, and he expressed appreciation for that shift.

Finance Director Ashlee Hurst then summarized the specific changes made to the proposed budget since the June workshop:

- Sales Tax Revenue Decreased by \$130,000 for General Fund
- Sales Tax Revenue Decreased by \$67,477 for EDC
- EDC Expense Decreases to Account for Decreased Revenue
- Property Tax Revenue Increased by \$409,000
- Salary Increases of 3% (Higher for Employees on Civil Service Matrix Implementation)
- Golf Course Pump Station Motor Replacement Added for \$34,200
- Franchise Fee Revenue for Garbage Decreased by \$40,000
- State Narcotics Fund Expenses Increased by \$23,000 per PD Request
- TIRZ Fund Expenses Increased by \$370,000 for Projects TBD

Ms. Hurst presented the overall fund-by-fund impact of the proposed budget. She explained that the city's capital funds were intentionally structured so that planned expenditures would exceed revenues in the short term, while funds carrying recurring expenses were anticipated to produce surpluses. The grand total reflected that the city was anticipating an increase in available resources overall, while still committing to the \$4,743,235 in community investments.

Ms. Hurst spoke about the city-to-city tax rate comparisons, explaining that each municipality draws on a different mix of revenue sources including sales tax, franchise fees, utility revenues, tourism dollars, and industrial payments and that property tax is only one piece of the overall funding equation. She stated: "Two cities could provide the same level of services but have very different tax rates because one generates substantially more revenue from non-property tax sources." She presented a comparison showing that

Freeport offered residents among the highest return on investment per property tax dollar while maintaining one of the lowest tax burdens in the region, and noted that this burden could be further reduced through revenue diversification new businesses, property development, and improvements to existing properties.

Mayor Cain asked Ms. Hurst to clarify what tax rate assumptions were currently embedded in the proposed budget. Ms. Hurst explained that staff had taken the preliminary assessed value estimate showing an 8 percent increase, applied a 6 percent figure to account for ongoing protests, and then held the rate steady at the prior year's No New Revenue rate as a conservative planning estimate. Mayor Cain acknowledged this approach, noting that since he had been on Council the city had never increased the tax rate and had in fact reduced it in several years. He expressed concern about the long-term sustainability of that trend in the face of rising expenses. Ms. Hurst reinforced this concern, characterizing the prior fiscal year's budget as very tight, explaining that every time an unexpected need arose, staff had to come before Council not just for project approval but to identify funding sources, because there was nothing extra in the budget. She stated that the current budget was intentionally designed to build in more flexibility to address deferred maintenance and momentum on long-awaited projects.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman McDonald to adjourn, seconded by Councilwoman Mireles with all present and voting "Aye" 4-0. Councilman Davis was not present for this motion. Mayor Cain adjourned the meeting at 10:21A.M.

Jerry Cain, Mayor

Clarisa Fernandez City Secretary

“EXHIBIT A”

FY2026-2027 Budget Presentation

**City Council Workshop
Saturday, July 11, 2026**



FY2026-2027 BUDGET ENGAGEMENT

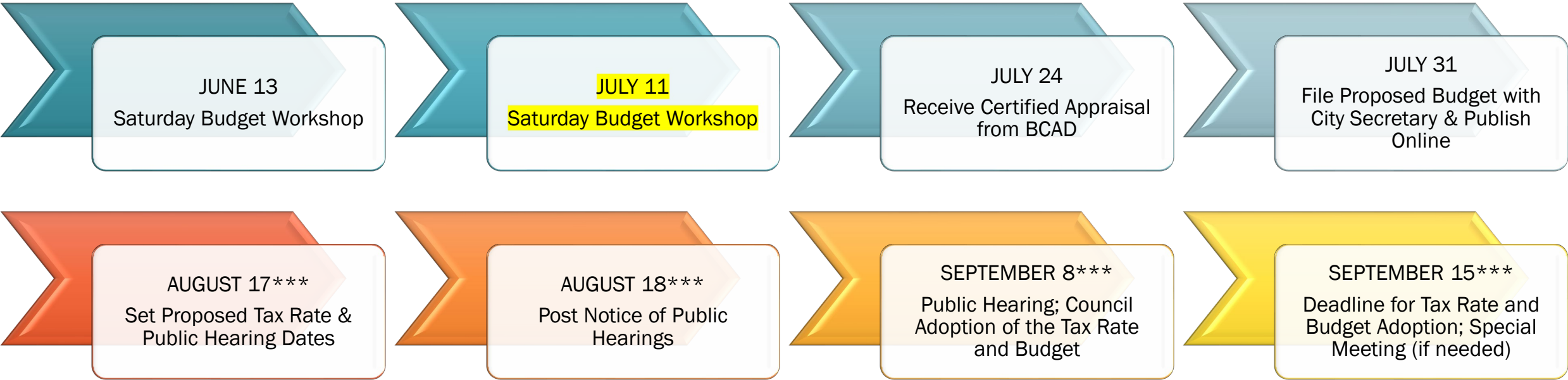
- ☺ Changes to Budget
- ☺ Easy Graphics to See Increases/Decreases
- ☺ Tax Rate Discussion
- ☺ Questions and Ideas Welcomed



WORKSHOP AGENDA

- Budget Schedule
- Budget Changes Since Last Workshop
 - Budget Overview Recap
 - Personnel Overview Recap
 - Budget Initiatives Recap
 - Financial Changes
 - Budget Impact of Each Fund
- Tax Rate
 - Education of the Tax Rate
 - CPI vs. Tax Rate vs. Operating Expenditures Trend
 - Tax Rate Option Education
 - Taxing Entity Allocation Breakdown
 - Council Priorities as a Visual

FY2026-FY2027 BUDGET SCHEDULE





BUDGET CHANGES

BUDGET OVERVIEW RECAP

FY2026 Preliminary Budget Highlights

- Restructured Budget
 - Solid Waste Moved to Water/Sewer Fund, Now Named 'Utility Fund'
 - Code Dept. Moved to Building Dept., New Name 'Community Development'
 - Golf Moved to an Enterprise Fund
 - EMS Moved to an Enterprise Fund
 - New Contingency Fund Created by Reassigning the Old IT Fund
- Infrastructure & Beautification Initiatives
- Department Requests Are Already Included; Different Than Previous Years

PERSONNEL OVERVIEW RECAP

DEPARTMENT	POSITION	# OF POSITIONS	TOTAL IMPACT
Parks	Maintenance Tech I	2	\$64,563+Benefits
Rec	Aquatics Coordinator	1	\$37,440+Benefits
Museum	Museum Director	(1)	(\$62,650+Benefits)
Streets	Maintenance Tech I	2 (+2)	\$129,126+Benefits
Service Center	Mechanic Helper	1	\$32,282+Benefits
Community Development	Plan Reviewer/Permit Coordinator	1	\$56,160+Benefits
Community Development	Building Code Supervisor	1	Removed from Budget
TIRZ	Project Manager	1	(100% TIRZ Funded)
Community Development	Building Inspector	1	Removed from Budget
IT	IT Assistant	1	\$60,000+Benefits
NET CHANGES:		10	\$316,921

BUDGET INITIATIVES RECAP

FY2026 Priority Based Budgeting Initiatives

Total Community

Investments of

\$4,743,235

→ Beautification

- EDC Increased Business Improvement Grants - \$300,000
- Beautification Board Request Line Item Created - \$50,000
- Main Street Beautification Initiative - \$20,000
- Main Street Façade Grant Program - \$15,000
- Main Street Initiative Project TBD - \$10,000
- TIRZ Parks Revitalization Project & Other Misc. Projects TBD - \$200,000

→ Infrastructure

- City Hall Project Cost - \$1,500,000
- EDC Property Improvements - \$30,000
- EDC Infrastructure Project TBD - \$500,000
- Utilities Infrastructure Project TBD - \$448,235
- Drainage/Street Improvements Project TBD - \$1,000,000
- Waterline Upgrades TBD - \$500,000
- TIRZ Infrastructure Project TBD - \$170,000

FINANCIAL CHANGES

Financial Changes Since Last Workshop

- Sales Tax Revenue **Decreased** by \$130,000 for General Fund
- Sales Tax Revenue **Decreased** by \$67,477 for EDC
 - EDC **Expense Decreases** to Account for Decreased Revenue
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- Salary **Increases** of 3% (*Higher for Employees on Civil Service Matrix Implementation*)
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BUDGET IMPACT BY FUND

Slide 1 of 2

Type / Fund	Beginning Balance	Proposed Revenue	Proposed Expenditures	Ending Balance	Change
Operating Funds					
General Fund	\$13,521,720	\$19,751,135	\$19,649,697	\$13,623,158	\$101,438
Enterprise Funds					
EMS Fund	-	1,437,652	1,437,652	-	-
Golf Fund	-	1,621,540	1,596,256	25,284	25,284
Utility Fund	1,668,424	11,981,600	10,226,608	3,423,416	1,754,992
Capital Funds					
Street & Drainage Fund	2,798,754	100,000	500,000	2,398,754	(400,000)
Facilities & Grounds Fund	2,200,357	75,000	76,000	2,199,357	(1,000)
Vehicle & Equipment Fund	425,558	1,426,679	1,426,679	425,558	-
Port Settlement Projects Fund	1,355,221	1,835,000	1,575,000	1,615,221	260,000
2020 CO Bond Fund	1,087,407	30,000	500,000	617,407	(470,000)
2021 CO Bond Fund	1,066,575	30,000	500,000	596,575	(470,000)
AMI Water Meter Project Fund	335,993	-	286,000	49,993	(286,000)
Special Revenue Funds					
City Grants Fund	-	-	-	-	-
Beach Maintenance Fund	-	42,500	42,500	-	-
Hotel Occupancy Tax Fund	491,129	105,000	103,671	492,458	1,329
Court Technology Fund	23,183	900	600	23,483	300

BUDGET IMPACT BY FUND

Slide 2 of 2

Overall Projected

Increase of

\$45,626

Type / Fund	Beginning Balance	Proposed Revenue	Proposed Expenditures	Ending Balance	Change
Court Security Fund	113,069	2,000	100,337	14,732	(98,337)
Consolidated Court Security & Technology Fund	8,718	17,000	17,000	8,718	-
State Narcotics/Chapter 59 Fund	227,591	21,500	50,000	199,091	(28,500)
TIF No. 1/TIRZ Fund	1,285,608	370,000	490,137	1,165,471	(120,137)
Freeport 19 LLC Development Fund	16,419	15,350	15,000	16,769	350
Other Funds					
G.F. Contingency Fund	227,743	9,000	-	236,743	9,000
Civil Service Commission Fund	-	46,500	46,500	-	-
City-EDC Projects Fund	54,788	20,865	19,365	56,288	1,500
City Events Fund	-	204,050	204,050	-	-
Debt Service Fund	415,353	1,156,871	1,141,464	430,760	15,407
Hurricane Beryl Fund	231,551	-	-	231,551	-
Marina Operations Fund	1,197	-	-	1,197	-
EDC Funds					
EDC Operating Fund	2,099,365	1,403,054	1,403,054	2,099,365	-
EDC Projects Fund	1,225,427	650,000	900,000	975,427	(250,000)
EDC Marketing Fund	205,706	80,936	80,936	205,706	-
EDC Debt Service Fund	18,484	-	-	18,484	-
GRAND TOTAL	\$31,105,340	\$42,434,132	\$42,388,506	\$31,150,966	\$45,626



TAX RATE EDUCATION

TAX RATE COMPARISON

Per Capita Comparison							
	Property Tax Rate	General Fund Expenditures	Other Revenues	Population	General Fund Total Cost of Services	Property Tax Burden per Resident	Return on Investment per Dollar of Tax Paid
City of Lake Jackson	0.378911	28,516,900	22,090,875	27,803	1,025.68	231.13	443.8%
Village of Jones Creek	0.520000	1,548,894	1,048,925	1,955	792.27	255.74	309.8%
City of Freeport	0.514210	21,806,960	18,553,657	10,508	2,075.27	309.60	670.3%
City of Pearland	0.630000	132,664,175	83,725,253	134,900	983.43	362.78	271.1%
City of Brazoria	0.651499	3,678,565	2,541,440	2,866	1,283.52	396.76	323.5%
City of Angleton	0.515200	18,936,785	10,437,016	21,295	889.26	399.14	222.8%
City of Clute	0.465000	15,682,903	10,778,303	10,821	1,449.30	453.25	319.8%
City of Alvin	0.685000	24,442,236	10,269,273	28,780	849.28	492.46	172.5%
Village of Surfside	0.292900	2,266,363	725,166	677	3,347.66	2,276.51	147.1%

WHY A TAX RATE TO BEGIN WITH?

- General Fund is funded by a variety of resources (sales tax, charges for services, franchise fees, industrial payments in lieu of taxes, property tax revenue)
- After all costs are resources are identified and analyzed, City Management must identify any potential budget deficits
- Texas Law states a budget must be balanced for adoption
- If an operating deficit exists, the property tax revenue may need to increase to ensure adequate funding exists for adoption



TRUTH IN TAXATION

Property owners have the right to know about increases in their properties' appraised value and to be notified of the estimated taxes that could result from the new value

A taxing unit must publish its no-new-revenue tax rate and its voter approval rate before adopting an actual tax rate

Four Guiding Principles

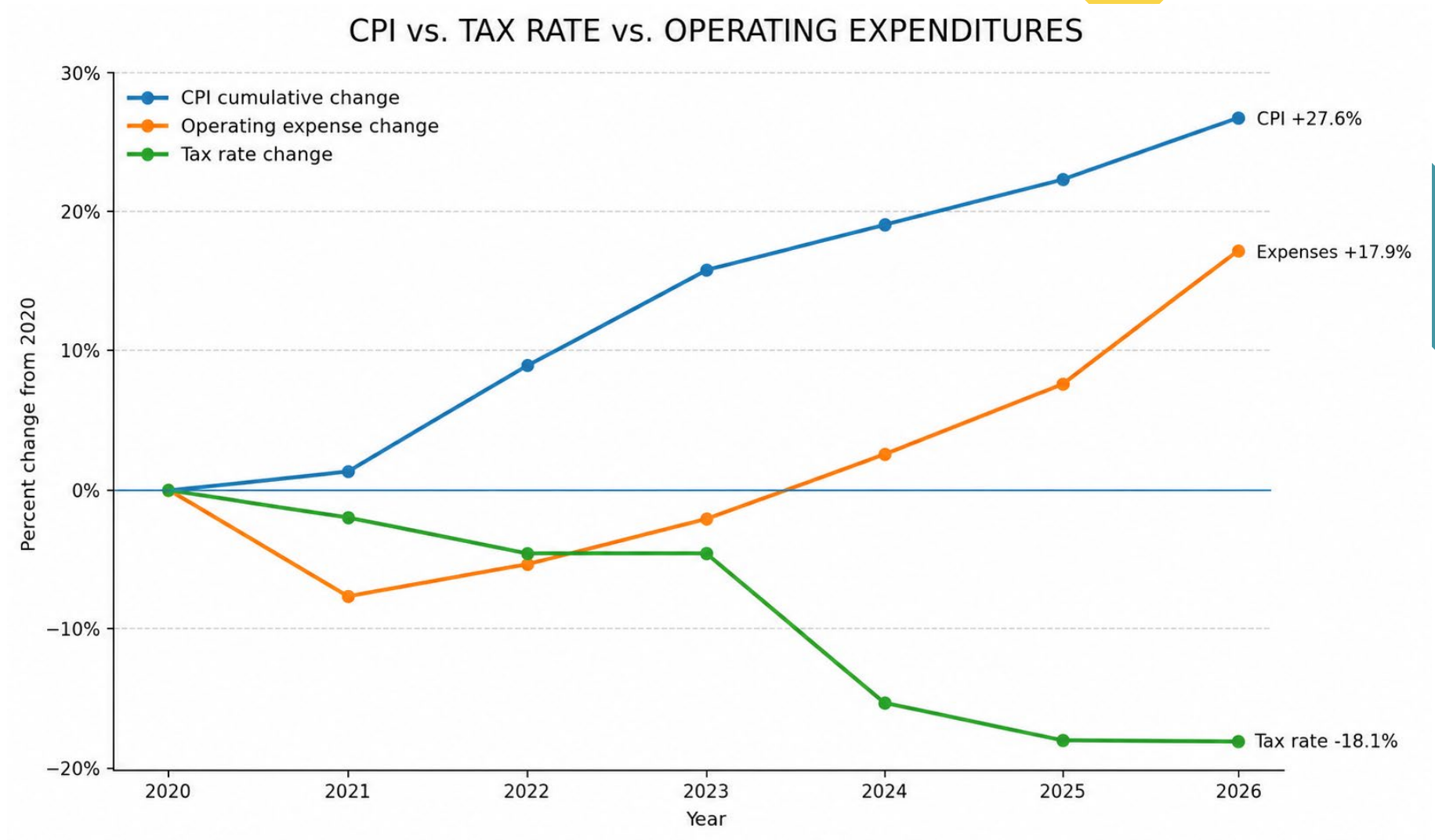
A taxing unit must publish special notices and hold one public hearing before adopting a tax rate that exceeds the lower of the voter approval rate or the no-new-revenue tax rate

If a city adopts a tax rate exceeding the voter approval rate (3.5% M&O growth plus unused increment rate), a city must hold an automatic election in November

BRIEF REVIEW OF THE PROCESS

- Appraisal District provides the property values to the City
- Governing body drafts the budgets
- Tax Assessor calculates the rates and provides to the City by August 8th
- Governing body proposes the tax rate and sets the public hearing date
- Tax Assessor publishes the notice for the hearing on the tax rate for the City
- Governing body holds the public hearing
- Governing body adopts the tax rate
- Tax Assessor mails the tax bills with the adopted rate

WHAT WE FACE TODAY



TAX RATE PURPOSE

Interest and Sinking (I&S)

- Funds the annual principal and interest payment on debt and is calculated first

Maintenance and Operations (M&O)

- Funds the ongoing General Fund operations and is calculated second

Tax Rate = M&O Rate + I&S Rate

- Only the M&O rate can be adjusted, the I&S rate must be adopted

Calculation Formula

- $\text{Tax Rate} \times \text{Taxable Value} / \$100 = \text{Your City Tax Levy (\$ paid to the City)}$

PROPERTY TAX RATE OPTIONS

TAX RATE OPTION	WHAT IT MEANS	BUDGET IMPACT	THINK OF IT LIKE
No-New-Revenue (NNR)	Generates approximately the same amount of property tax revenue from <u>existing</u> properties as last year. Revenue growth comes primarily from new construction.	Lowest revenue available.	We maintain today's level of services if costs stayed the same but funds <u>no new initiatives</u> .
Voter-Approval Rate (VAR)	Highest rate Council may adopt without requiring a voter election. Allows revenue growth for <u>increased operating costs</u> .	Supports inflationary cost increases, personnel, operations, and public safety while avoiding an election.	We keep up with inflation, normal City operations, and can <u>fund new initiatives</u> without delays.
De Minimis Rate	Highest rate allowed by law without a voter election for <u>qualifying</u> cities. Provides additional taxing capacity above the VAR to generate an additional \$500,000 in revenue.	Maximum operating revenue available without an election. May be used for major service needs or financial stability.	We address additional community priorities, generally used for a <u>temporary situation</u> for adoption.

ELECTION REQUIREMENTS

IF ADOPTED TAX RATE IS:	ELECTION REQUIREMENTS (IF ANY)
BELOW voter-approval tax rate	No election required
ABOVE voter-approval tax rate	Election Required**
ABOVE voter-approval tax rate but BELOW de minimis tax rate	Voters may petition for an election*
ABOVE voter-approval tax rate and ABOVE the de minimis tax rate	Election Required**

- * See Tax Code Sec. 26.075 for details on when voters may petition for an election.
- ** Must adopt rate by August 21st if potential election, to meet legal deadlines

PROPERTY TAX RATE BREAKDOWN



PROPERTY TAX RATE BREAKDOWN

TAXING ENTITY	TAX RATE	% OF TOTAL TAX BILL	ESTIMATED ANNUAL TAX ON \$135,900 MEDIAN HOME
Port Freeport	0.000000	0.00%	\$0
Brazoria County Road & Bridge	0.042210	2.04%	\$57.36
Velasco Drainage District	0.079124	3.81%	\$107.52
Brazoria County	0.262548	12.66%	\$356.60
Brazosport College	0.278592	13.43%	\$378.41
City of Freeport	0.514210	24.79%	\$698.61
Brazosport ISD	0.897500	43.27%	\$1,219.70
TOTAL	2.074184	100.00%	\$2,818.20

COUNCIL PRIORITIES AS A VISUAL

Priority	NNR	VAR	De Minimis
Minimize taxes	★ ★ ★	★ ★	★
Maintain services	★	★ ★ ★	★ ★ ★
Invest in future needs	★	★ ★	★ ★ ★



Thank you!

Ashlee Hurst, CGFO

Finance Director, City of Freeport

979-871-0112

ahurst@freeporttx.gov

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, July 20, 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
- Tracy Harrison, Assistant City Manager
- Debra Mergel, City Attorney
- Clarisa Fernandez, City Secretary
- Ashlee Hurst, Finance Director
- Toby Cohen, IT Director
- Jennifer Howell, Police Chief
- Chris Motley, Fire Chief
- Joey Earl, Administrative Sergeant
- Craig Graham, Police Lieutenant
- Nick Meeks, Utility Manager
- Corey Brinkman, Police Captain

Visitors:	David McGinty	Margaret Bachman
	Manning Rollerson	Ron Bachman
	Linda Marshall	Pamela Dancy
	Sam Reyna	Melanie Oldham
	Carol Parker	Thomas Koole
	Mark Parker	Susan Landers
	Kenneth Hayes	Jeff Pena

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 July 20, 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 stated that there were no matters subsequent to posting.

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

Main Street Coordinator Maria Lopez addressed the Council on behalf of the Freeport Main Street program, providing a mid-year update. She reminded the community that Freeport holds the distinction of being a designated Texas Main Street community, a designation conferred by the Texas Historical Commission. Ms. Lopez described the Main Street America four-point approach economic vitality, design and historic preservation, promotion through events, and organizational development through volunteerism and partnerships, emphasizing that the program is a long-term revitalization effort rather than simply an events-based initiative. She highlighted the success of the Fourth of July downtown event, referenced available resources such as the historic district design guidelines and the comprehensive downtown plan on the City's website, and noted ongoing business support activities with local establishments including Sweet Ts, Mama C, and the forthcoming Arlene's Soul Food. Ms. Lopez also announced an upcoming workshop for the Main Street Advisory Board and Historical Commission scheduled for the following Saturday, aimed at strengthening the board's focus on community revitalization.

Tom Pearson resides at 110 South Front. He addressed the Council regarding what he described as a lack of recognition for the Freeport Host Lions Club's Fishing Fiesta during the city's Fourth of July coverage. He noted that the July 1st newspaper coverage and promotional digital signs along the boulevard focused exclusively on the downtown Main Street events, with no mention of the Lions Club's Fishing Fiesta or fireworks which marked the event's 79th year. Mr. Pearson stated that he had been told by a City official that the Lions Club events would be included on the digital signs, but that they were absent until he personally contacted a City official to request their addition. He expressed concern about the club's dwindling membership and donor base, noting that dances and vendor activities had already been discontinued in an effort to keep the Fishing Fiesta alive. Mr. Pearson called on the community and the city to provide greater support to the Lions Club, stating that without it, the 80th annual Fishing Fiesta would be uncertain. He invited interested individuals to join or donate to the Freeport Host Lions Club.

Thomas Koole addressed the Council with several concerns. He questioned why the City's portable flood pumps had not been activated promptly during a recent rain event, asserting that once the pumps were engaged, floodwaters receded quickly, and expressing frustration that residents had experienced flooding in the interim. He reiterated a prior complaint regarding drainage in the alley between 4th and Pecan Streets in the 1300–1400 block, noting conditions had worsened during the flooding. Mr. Koole called on the City to ensure pumps are staged and operational ahead of an active weather system currently developing in the Gulf of Mexico. He also noted the absence of a Public Works Director. Mr. Koole then directed the Council's attention to photographs he distributed depicting the condition of the shrimp boat display on the highway, describing it as blackened with industrial pollution and in a state of visible deterioration. He characterized the shrimp boat as a symbol of Freeport's heritage and said that its condition was inconsistent with the city's tourism aspirations. He also raised concerns about industrial tax abatements, suggesting that granting tax breaks to industries contributing to air pollution was contrary to the interests of residents.

Carol Parker resides at 76 Dolphin Lane. She addressed the Council on behalf of the Senior Citizens Commission. She reported that the day's bingo event had drawn 64 participants and that Arlans provided catered food from a local establishment. She announced an upcoming Game Day event on August 17th at the Freeport River Place Civic Center, to be catered by Talk About Good. Ms. Parker further announced that

August 21st is National Senior Citizens Day, with a regional event to be held at the Doris Williams Civic Center in Lake Jackson from 9:30 AM to 1:30 PM. She noted that the Senior Citizens Commission would have a booth at the event for the first time and encouraged seniors to visit, noting approximately 400 seniors typically attend. She expressed interest in volunteers to assist at the commission's table.

Manning Rollerson addressed the Council on several matters. He first raised a concern about the condition of restrooms and the kitchen at the civic park facility, ahead of the annual back-to-school event hosted by Freeport Haven, Better Brazoria, and the Safe Community coalition, noting that volunteers and elderly workers had experienced serious heat-related discomfort at the prior year's event. Mr. Rollerson then spoke to an upcoming TCEQ public hearing scheduled for September 16th in Lake Jackson, concerning a permit sought by Freeport LNG to demolish an export terminal. He asked whether the city had reviewed the environmental impact of that demolition and urged the Council to ensure a city representative attends all future permit hearings involving local industrial facilities. He said that the City should maintain its own environmental records on industrial incidents rather than rely on state regulatory agencies, citing a concern that state reports are often incomplete given that environmental events resolve within 72 hours of agency arrival. Mr. Rollerson also expressed support for greater assistance to the Lions Club and the Fishing Fiesta, framing it as a matter of civic pride and historical identity. He additionally called on the Council to clarify a statement reportedly made by Councilman McDonald at a prior meeting regarding race, characterizing it as a serious governance concern.

Sam Reyna resides at 2002 North Avenue G. He addressed the Council regarding the Executive Session item concerning the Park Avenue Lofts LLC and Jeff Pena versus the Board of Adjustment for the City of Freeport. He informed the Council that Jeff Pena no longer owns Park Avenue Lofts, as ILK Holdings LLC became the registered owner on November 14, 2025, and provided the Council with a documentation package including the property transfer record and appraised value. Mr. Reyna suggested this change in ownership may warrant a motion for dismissal. He also spoke briefly about the condition of the shrimp boat display known as Liberty, recounting his prior volunteer efforts to paint it and his coordination with an individual who had offered to donate replacement outriggers at no cost, noting that the city ultimately addressed the repairs before the donation could be collected.

Jeff Pena addressed the Council, making pointed allegations against members of the Council and characterizing the current administration negatively. He referenced the Park Avenue Lofts Board of Adjustment order from October 2023 that is the subject of the Executive Session item, characterizing it as an illegal order. He alleged that the previous city attorneys, Olson and Olson, had taken no action on the case in over three years and suggested this inaction indicated an awareness that the order was unenforceable. Mr. Pena called on the new city attorney to advise the Council that the order should be voided through an agreed judgment rather than pursued further at taxpayer expense.

Susan Landers resides at 915 West 9th. She addressed the Council to express appreciation for the time and dedication of the elected officials and to push back on what she characterized as inappropriate conduct by the preceding speaker toward Council members. She referenced online conduct she attributed to that individual, including alleged derogatory remarks and social media posts targeting Councilman McDonald and other members. She defended Councilman McDonald's service, noting that he had undergone life-changing surgeries and had committed his retirement to serving the community. Ms. Landers also expressed concern about what she described as racially charged language used by that same individual on the Internet while simultaneously raising race-related accusations against the Council.

Mayor Cain introduced the City's new legal counsel, Ms. Debra Mergel, of the Bojorquez Law Firm. He welcomed Ms. Mergel to the City of Freeport and expressed his appreciation for her joining the City's legal team, stating that he looked forward to working with her on a long-term basis. Ms. Mergel thanked the Mayor and Council and stated that she was glad to be there.

Proclamations - Presentations and Updates

Upcoming Events -

"Snocial", July 21, Freeport Splash Pad on 2nd Street, 2:00PM - 6:00PM

Shark Exhibit, All Summer, Freeport Historical Museum, Tuesday-Saturday 10:00AM-4:00PM

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

Consent Agenda:

Action regarding Minutes, July 6, 2026 and July 8, 2026 - Clarisa Fernandez, City Secretary

Action approving the Monthly Financial Report through June 30, 2026 - Ashlee Hurst, Finance Director

Action approving the Quarterly Investment Report for the FY26 Third Quarter, Ending June 30, 2026 - Ashlee Hurst, Finance Director

Action approving Resolution No. 2026-3059 re-affirming the City of Freeport's Investment Policy - Ashlee Hurst, Finance Director

A motion was made by Councilman Davis to approve the Consent Agenda, seconded by Councilman McDonald with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Business

Consideration and possible action regarding the continuation of the Axon Taser Agreement.

Police Chief Jennifer Howell presented the item, explaining that the Freeport Police Department has utilized Axon Taser products for approximately 15 years. She noted that the current model is no longer being serviced by Axon, and while cartridges and batteries remain available for now, their continued availability is uncertain. Chief Howell recommended entering a renewal agreement to transition officers to the updated model, with the intent to re-evaluate the equipment again in five to six years.

A motion was made by Councilman McDonald to approve the continuation of the Axon Taser Agreement, seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action to approve Resolution No. 2026-3060 engaging Hyde Kelley LLP to provide special counsel services related to industrial district matters; authorizing joint representation with the Cities of Lake Jackson and Clute; designating George E. Hyde as attorney-in-charge; and authorizing the City Manager to execute the engagement agreement.

City Manager Dr. Danielle Kelly presented the item, recommending approval of a resolution engaging Hyde Kelley LLP as special counsel to advise on the legal requirements and procedures applicable if current industrial district agreement negotiations are unsuccessful or if an existing agreement must be terminated. The firm would also advise on potential annexation and related land use actions. The representation would be shared jointly among the cities of Freeport, Lake Jackson, and Clute, with George E. Hyde designated as attorney in charge. Lake Jackson would initially pay the legal fees, with Freeport and Clute reimbursing their proportionate share.

A motion was made by Councilman Davis to approve Resolution No. 2026-3060 engaging Hyde Kelley LLP to provide special counsel services related to industrial district matters; authorizing joint representation

with the Cities of Lake Jackson and Clute; designating George E. Hyde as attorney-in-charge; and authorizing the City Manager to execute the engagement agreement, seconded by Mayor Cain with discussion that followed.

Councilwoman Mireles inquired about the cost to the city. Mayor Cain directed her to the fee rate structure on page 70 of the packet, explaining that, similar to the arrangement with the city's primary law firm, hourly rates vary by the level of personnel performing the work, and that the total bill would be divided equally among the three cities.

Councilman Davis offered context on the importance of the engagement, noting that the industrial district agreement negotiations with Dow and BASF are financially significant to Freeport. He observed that large corporations bring powerful legal resources to the table, and that smaller cities going into those negotiations without specialized counsel risk having unfavorable provisions go unnoticed. He characterized the engagement as an effort to secure the best possible outcome for Freeport and the region.

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

Work Session

Councilman McDonald Ward A announcements and comments.

Councilman McDonald stressed the importance of cleaning drains and ditches proactively ahead of anticipated rainfall, noting that during the most recent rain event, water entered at least one resident's home. He indicated the issue was resolved relatively quickly once a drain line was flushed, and urged the City to stay ahead of such situations.

Councilman Davis Ward B announcements and comments.

Councilman Davis thanked residents for attending and acknowledged department heads for their responsiveness, specifically citing a recent trash pickup incident that was addressed promptly by the code and building department and City Manager Dr. Danielle Kelly. He acknowledged the ongoing concerns about drainage and flooding, expressing empathy while contextualizing the issue noting that flooding during heavy rain events is a regional challenge observed across Lake Jackson, Clute, Angleton, and surrounding areas due to the volume of water arriving in a short period. He affirmed that the City is actively investing in drainage infrastructure this budget cycle and suggested the possibility of holding a town hall meeting with drainage staff and Velasco Drainage District representatives to educate residents on how the pump system operates and what is being done to improve it. He emphasized that the City is not ignoring the issue and committed to continued improvement.

Councilwoman Mireles Ward C announcements and comments.

Councilwoman Mireles recognized the street and parks department crews for repairing equipment and resuming ditch clearing operations in Ward C. She expressed appreciation for the field staff's efforts while acknowledging limitations in equipment availability and capacity. She echoed the broader Council sentiment that, with hurricane season well underway, continued diligence in maintaining drainage infrastructure is essential.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow acknowledged the responsiveness of AmeriWaste after raising a broken trash can lid at the prior meeting, noting that it was replaced the very next day. He encouraged other residents with similar issues to raise them publicly. He highlighted the monthly Senior Citizens event, reporting strong turnout and fellowship, and encouraged all residents 55 and over to attend future monthly meetings. He promoted Mama C's restaurant as an example of downtown revitalization in action and urged citizens to patronize local businesses. Councilman Rossow also reported that he would be attending a Gulf Coast Transit District meeting in Texas City the following day, highlighting the transit service as an affordable transportation resource for residents. He announced upcoming Brazosport High School football season milestones: a meet-the-coaches and parent orientation on July 28th and 29th respectively, fall camp beginning August 3rd, and the schedule release on July 21st. He encouraged the community to support local student athletes across all sports.

Mayor Jerry Cain announcements and comments.

Mayor Cain expressed appreciation for the strong public attendance despite the meeting having only two business agenda items, stating that it demonstrated the community's engagement and that it was meaningful to the Council. He then issued a weather advisory, noting that a tropical system was developing in the Gulf of Mexico. Drawing on the experience of Hurricane Beryl two years prior which he said was far more severe than the forecast category 1 classification suggested he urged residents to take preparatory steps for their own safety. He indicated that the city would be using the coming days to prepare, and noted that the street sweeper had recently been repaired and would be deployed to help clear drainage pathways.

City Manager announcements and comments.

City Manager Dr. Danielle Kelly reported on a significant drainage coordination development. She and Assistant City Manager Tracy Harrison had recently met with the chairman of the Velasco Drainage District (VDD), Mr. Hurst, and learned that an existing interlocal agreement between the City and VDD had not been utilized in several years. Following that meeting, Dr. Kelly submitted a formal request signed by the Mayor for the VDD to muck out ten specific large ditches within the City. She provided the district with mapping and KMZ files and requested expedited scheduling. She conveyed to VDD leadership that Freeport, as the end-of-line drainage community, is a critical priority noting that if Freeport is not draining, it backs up the entire upstream system. She assured residents that the City is actively addressing the matter.

Executive Session

Executive Session regarding a.) Texas Government Code, Section 551.074 (Personnel Matters) 1.) Six-month performance evaluation of City Manager. b.) Texas Government Code, Section 551.071 (Consultation with Attorney) 1.) Update on Cause No. 125934-CV, Park Avenue Lofts LLC and Jeff Pena vs. The Board of Adjustment for the City of Freeport, Texas and the City of Freeport.

The Regular Session closed at 7:01P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

The Executive Session ended at 7:55P.M. and the Council went back into the Regular Session.

There was no action from the Executive Session.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman Davis to adjourn, seconded by Councilwoman Mireles with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 7:55P.M.

Jerry Cain, Mayor

Clarisa Fernandez City Secretary



City Council Agenda Item #[3.B]

Title: Action approving Ordinance No. 2026-2770 amending Ordinance No. 2026-2767 for the November 3, 2026 Recall Election - Clarisa Fernandez, City Secretary

Date: August 3, 2026

From: Clarisa Fernandez, City Secretary

Staff Recommendation: Approve the ordinance amending Ordinance No. 2026-2767 for the November 3, 2026, Recall Election.

Item Summary: Consider approval of an ordinance amending Ordinance No. 2026-2767 to update and clarify the City's Recall Election order for the November 3, 2026 Uniform Election, including the official ballot language, early voting provisions, and polling locations.

Background Information: Following legal review, the ordinance was revised to ensure compliance with the Texas Election Code, the City Charter, and Brazoria County election requirements for the November 3, 2026 Recall Election.

Special Considerations:

The ordinance includes the following updates:

- Corrected incorrect dates.
- Added the missing ABBM and FPCA language.
- Added the required ballot proposition language.
- Include the early voting locations as Exhibit A.
- Include the Election Day polling locations as Exhibit B.
- Updated the language throughout the ordinance to reflect that this is a recall election rather than a general election.

Financial Impact: No additional fiscal impact. Election costs will be administered through the approved Joint Election Agreement and Contract for Election Services with Brazoria County.

Board or 3rd Party Recommendation: The ordinance has been reviewed by the City Attorney and incorporates the election requirements and polling information provided by the Brazoria County Clerk/Elections Office.

Supporting Documentation:

979.233.3526 Fax 979.233.8867



1201 North Avenue H. Freeport, TX 77541

1. ORDINANCE NO 08032026
2. Ordinance No. 2026-2767

ORDINANCE NO. 2026-2770

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING ORDINANCE NO. 2026-2767, WHICH CALLED A RECALL ELECTION FOR THE OFFICE OF MAYOR; CALLING A RECALL ELECTION TO BE HELD ON THE UNIFORM ELECTION DATE OF TUESDAY, NOVEMBER 3, 2026; PRESCRIBING THE OFFICIAL BALLOT LANGUAGE; PROVIDING THAT THE EARLY VOTING LOCATIONS SHALL BE AS SET FORTH IN EXHIBIT "A" AND THE ELECTION DAY VOTING LOCATIONS SHALL BE AS SET FORTH IN EXHIBIT "B"; PROVIDING FOR THE QUALIFICATION OF ELECTORS; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICIALS; PROVIDING FOR EARLY VOTING; PROVIDING FOR NOTICE OF THE ELECTION; RATIFYING ALL OTHER PROVISIONS OF ORDINANCE NO. 2026-2767 NOT IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VI of the Home Rule Charter of the City of Freeport, Texas, provides for the recall of any elected City official and provides that the office of Mayor shall be subject to recall and removal from office by the qualified voters of the City upon the filing of a valid recall petition; and

WHEREAS, the question of the recall of the Mayor must be submitted to the qualified voters of the entire City; and

WHEREAS, recall proceedings were initiated by the filing of a petition with the person performing the duties of the City Secretary, and such petition has been determined to contain the number of qualified signatures required by Article VI of the Home Rule Charter of the City of Freeport, Texas; and

WHEREAS, upon submission and verification of a qualified recall petition, it becomes the duty of the City Council to order a recall election and correct the date for such election; and

WHEREAS, Chapter 41 of the Texas Election Code authorizes the holding of a special election on a uniform election date, and the applicable uniform election date is Tuesday, November 3, 2026; and

WHEREAS, the City Council finds that a qualified recall petition has been filed and verified in accordance with Article VI of the Home Rule Charter of the City of Freeport, the Texas Election Code, and applicable law.

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

SECTION ONE - Election Called

Pursuant to Section 6.07 of the Home Rule Charter of the City of Freeport, Texas, a Recall Election is hereby ordered to be held on Tuesday, November 3, 2026, the Uniform Election Date, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the City the question of whether Jerry Cain shall be removed from the office of Mayor.

The official ballot proposition shall read as follows:

OFFICIAL BALLOT

Shall Jerry Cain be removed from the office of Mayor?

☐ YES

☐ NO

SECTION TWO - Election Day Polling Places

As provided in the Joint Election Agreement and Contract for Election Services between the City of Freeport and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, the Election Day polling locations for the recall election called by this Ordinance shall be those polling places established by the Brazoria County Elections Official for the November 3, 2026, Uniform Election. All qualified voters residing within the corporate limits of the City of Freeport shall be eligible to vote at the polling locations designated by Brazoria County, as set forth in Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

SECTION THREE - Election Officials

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated as provided in the Joint Election Agreement and Contract for Election Services mentioned above.

SECTION FOUR - Qualified Electors

To be eligible to vote in such election, a person must, on the date such person votes, be (1) eligible to vote under the provisions of Chapter 2 of Title 2 of the Texas Election Code, (2) a resident of the City, (3) duly registered to vote in the Brazoria County, Texas, election precinct which includes that portion of the corporate limits of the City of Freeport where such voter resides respectively.

SECTION FIVE - Early Voting

Early voting by personal appearance shall begin on Monday, October 19, 2026, and end on Friday, October 30, 2026, and shall be conducted on the dates, during the hours, and at the

locations designated by the Brazoria County Clerk and set forth in Exhibit "A," which is attached hereto and incorporated herein for all purposes.

The official Early Voting locations are incorporated herein by reference and are attached hereto as Exhibit "A."

Early voting by mail shall be conducted as provided by the Texas Election Code. Applications for Ballot by Mail (ABBM) and Federal Post Card Applications (FPCA) shall be submitted to the Early Voting Clerk. The mailing address of the Early Voting Clerk is Joyce Hudman, Brazoria County Clerk, 237 E. Locust Street, Suite 102, Angleton, Texas 77515. The email address for submitting an ABBM is ABBM@brazoriacountytx.gov. The email address for submitting an FPCA is FPCA@brazoriacountytx.gov. Applications for Ballot by Mail (ABBM) and Federal Post Card Applications (FPCA) must be received by the Early Voting Clerk no later than Friday, October 23, 2026, by the close of business or 12:00 noon, whichever is later (received, not postmarked), or as otherwise provided by the Texas Election Code.

SECTION SIX - Conduct of Election

Both early voting and all voting on the day named above for the holding of the election called by this ordinance shall be in the manner specified in the Joint Election Agreement and Contract for Election Services mentioned above.

SECTION SEVEN - Notice of Election

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said election, to cause the same to be posted for at least twenty-one (21) days prior to the date named above for the holding of said recall election on the bulletin board used for posting notices of meetings of the City Council of the City, and to be published in the Brazosport Facts, a newspaper published in the City having a general circulation therein and the official newspaper of the City, not later than ten (10) days nor earlier than thirty (30) days before the date named above for the holding of said recall election.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a)(1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said election.

SECTION EIGHT - Ratification and Confirmation

Ordinance No. 2026-2767 is hereby amended to the extent necessary to incorporate the election date, official ballot language, polling locations, early voting locations, and other provisions contained in this Ordinance. All provisions of Ordinance No. 2026-2767 that are not inconsistent with this Ordinance are hereby ratified, confirmed, and remain in full force and effect. In the event of a conflict, the provisions of this Ordinance shall control.

SECTION NINE - Severability

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.

SECTION TEN - Effective Date

This Ordinance shall become effective immediately upon its passage and approval.

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

Jerry Cain, Mayor,
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Debra Mergel, City Attorney,
City of Freeport, Texas

“EXHIBIT A”

The list of Early Voting locations will be provided by the Brazoria County Clerk once the official polling locations have been established and designated.

“EXHIBIT B”

The list of Election Day Voting locations will be provided by the Brazoria County Clerk once the official polling locations have been established and designated.

ORDINANCE NO. 2026-2767

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CALLING A RECALL ELECTION, FOR THE FIRST SATURDAY IN MAY, 2026, THE UNIFORM ELECTION DATE, BEING NOVEMBER 3, 2026, FOR AN ELECTION TO RECALL THE POSITION OF MAYOR HELD BY JERRY CAIN OF SAID CITY; PROVIDING FOR ONE (1) POLLING PLACE AND DESIGNATING THE LOCATION THEREOF; PROVIDING FOR THE QUALIFICATION OF ELECTORS; APPOINTING THE OFFICERS OF SAID ELECTION AND DESIGNATING THE NUMBER OF CLERKS TO ASSIST IN CONDUCTING SAID ELECTION AND THE COMPENSATION TO BE PAID THE ELECTION JUDGE AND CLERKS; PROVIDING FOR EARLY VOTING; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Article 6 of the Home Rule Charter of the City of Freeport, Texas, provides for the recall of any elected city official, that the position of Mayor shall be subject to recall and removal from office by the qualified voters of the city on grounds of incompetency, misconduct or malfeasance in office; and,

WHEREAS, the question of the recall of the mayor shall be submitted to the qualified voters of the entire city; and,

WHEREAS, recall shall be initiated by the filing of a petition with the person performing the duties of the city secretary and such petition to recall the mayor shall be signed by a number of the qualified voters of the city equal to at least 51 percent of the number of votes cast at the last regular municipal election of the city but in no event less than 200 petitioners.

WHEREAS, upon submission of a verified recall petition, it shall become the duty of the city council to order an election

and fix a date for holding such recall election,

WHEREAS, Chapter 41 of the Texas Election Code requires that special elections be held on the first qualified uniform elections date, said uniform election date being held November 3, 2026.

WHEREAS, the City Council finds that a qualified recall petition has been filed and verified in accordance with Article 6 of the Home Rule Charter of the City of Freeport, Texas, the Texas Elections Code and Texas Supreme Court precedent.

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

SECTION ONE--Elections Called

Pursuant Section 6.07 of the Home Rule Charter of the City, the Mayor and City Council of the City hereby order and ordain, respectively, there shall be held on the first Tuesday in November, 2026, the uniform election date, being November 3, 2026, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m.:

(1) a recall election submitted to the qualified voters of the entire city for the purpose to consider the recall of the Mayor, Jerry Cain.

SECTION TWO--Municipal Polling Places

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be one (1) municipal polling place

located within the city limits of the City Freeport, the Freeport City Library located at 410 N. Brazosport Boulevard, Freeport, Texas, where all voters residing in the City, shall vote on election day in the recall election. On that day, voting will also be permitted at the Polling Places established by the Brazoria County Elections Official.

SECTION THREE--Officers of Election and Compensation Thereof.

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated as provided in the Joint Election Agreement and Contract for Election Services mentioned above.

SECTION FOUR--Electors.

To be eligible to vote in such election, a person must, on the date such person votes, be (1) eligible to vote under the provisions of Chapter 2 of Title 2 of the Texas Election Code, (2) a resident of the City, (3) duly registered to vote in the Brazoria County, Texas, election precinct which includes that portion of the corporate limits of the City of Freeport where such voter resides respectively.

SECTION FIVE--Early Voting.

Early voting shall begin on October 19, 2026, and end on October 30, 2026, such early voting to be conducted by the County Clerk of Brazoria County, Texas, between the hours of

8:00 a.m. and 5:00 p.m. on such dates and at such locations, established by the Brazoria County Election official.

SECTION SIX--Method of Voting and Conducting Election.

Both early voting and all voting on the day named above for the holding of the election called by this ordinance shall be in the manner specified in the Joint Election Agreement and Contract for Election Services mentioned above.

SECTION SEVEN--Notice of Election.

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said election, to cause the same to be posted for at least twenty-one (21) days prior to the date named above for the holding of said general annual election on the bulletin board used for posting notices of meetings of the City Council of the City, and to be published in the Brazosport Facts, a newspaper published in the City having a general circulation therein and the official newspaper of the City, not later than ten (10) days nor earlier than thirty (30) days before the date named above for the holding of said general annual election.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a)(1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said election.

SECTION EIGHT--Ratification and Confirmation by Mayor.

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

SECTION NINE--Severance Clause

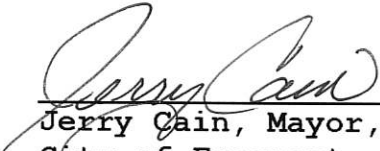
In the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and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

SECTION TEN--Effective Date

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

READ, PASSED AND ADOPTED this 6th day of ~~May~~, 2026.

July



Jerry Cain, Mayor,
City of Freeport, Texas

ATTEST:



Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney,
City of Freeport, Texas



City Council Agenda Item #[3.C]

Title: Action approving Resolution No. 2026-3061 for the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport - Clarisa Fernandez, City Secretary

Date: August 3, 2026

From: Clarisa Fernandez, City Secretary

Staff Recommendation: Approval of the Resolution authorizing the City to participate in the Brazoria County Joint Election Agreement and Contract for Election Services for the November 3, 2026 Recall Election.

Item Summary: Consideration and possible action to approve a resolution authorizing the Mayor and City Secretary to execute the Joint Election Agreement and Contract for Election Services with Brazoria County for the November 3, 2026 Recall Election.

Background Information: The City Council previously adopted Ordinance No. 2026-2767 calling the November 3, 2026 Recall Election. Approval of this resolution allows the City to conduct the election jointly with Brazoria County and other participating political subdivisions in accordance with the Texas Election Code.

Special Considerations: The Joint Election Agreement must be approved and executed to allow Brazoria County to administer the election, including polling locations, early voting, election officials, ballots, and election records.

Financial Impact: The City will be responsible for its allocated share of the election expenses as provided in the Joint Election Agreement.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Joint Election 08032026 (1)
2. CITY OF FREEPORT-JOINT RESOLUTION CONTRACT

RESOLUTION NO. 2026-3061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; PROVIDING THAT THE RECALL ELECTION CALLED BY THE CITY COUNCIL OF SAID CITY FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY THE QUESTION OF THE RECALL OF THE MAYOR SHALL BE HELD JOINTLY WITH ALL ELECTIONS CALLED FOR THE SAME DAY BY OTHER POLITICAL SUBDIVISIONS LOCATED IN BRAZORIA COUNTY, TEXAS, ON NOVEMBER 3, 2026; AUTHORIZING THE MAYOR AND THE CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS; PROVIDING THAT SAID AGREEMENT SHALL SPECIFY THE LOCATION OF COMMON POLLING PLACES, PROVIDE FOR ELECTION OFFICERS, EARLY VOTING, BALLOTS, ELECTION RECORDS, AND THE ALLOCATION OF ELECTION EXPENSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY AND A CERTIFIED COPY SHALL BE TRANSMITTED TO THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS.

WHEREAS, Chapter 271 of the Texas Election Code authorizes two or more political subdivisions located within the same county to conduct a joint election on the same election day; and,

WHEREAS, the City Council of the City of Freeport has adopted Ordinance No. 2026-2770, amending Ordinance No. 2026-2767, calling a Recall Election for Tuesday, November 3, 2026, for the purpose of submitting to the qualified voters of the City the question of the recall of the office of Mayor currently held by Jerry Cain; and,

WHEREAS, the County Clerk of Brazoria County, Texas, the county in which the City is located, has requested that the City hold such elections jointly with other political subdivisions in said county being held on the same day under the terms and conditions included in a written agreement and contract to be signed by the County Clerk and the appropriate officials of such other political subdivisions to which shall be affixed an attachment specifying the location of the common polling places and which agreement makes provision for the officers of said joint election and their compensation, allocates the expenses of such joint election and makes provisions for early voting, the ballot, ballot boxes, election forms and records and the custodian thereof for such joint election; and,

WHEREAS, the City Council of the City has determined and does now declare that the adoption of this resolution and the execution of such agreement will facilitate the holding of such elections.

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

Section 1. The Recall Election called by Ordinance No. 2026-2770 (amending Ordinance No. 2026-2767) for Tuesday, November 3, 2026, shall be conducted jointly with the elections called by other political subdivisions located within Brazoria County, Texas, on the same date.

Section 2. That the locations of the common polling places and the officers of said election and their compensation be designated and fixed, the expenses of such joint election be allocated and the provisions for early voting, ballots, ballot boxes, election forms and records and the custodian thereof be made all as provided in said agreement and contract.

Section 3. that early voting in such joint election as well as voting on the day of such joint election shall be conducted jointly by the County Clerk of said county and the City Secretary of the City and the comparable election officer of all of the other political subdivisions participating in such joint election as provided in said agreement and contract.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Section 5. The original of this Resolution shall be maintained by the City Secretary in the permanent records of the City of Freeport, and a certified copy of this Resolution, together with the executed Joint Election Agreement and Contract for Election Services, shall be transmitted to the County Clerk of Brazoria County, Texas.

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Debra Mergel, City Attorney
City of Freeport, Texas

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on NOVEMBER 3, 2026. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority outlined in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.7.2), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions outlined in the Election Code. Political Subdivision agrees that the County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such a case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment." If a Political Subdivision holds any Special Election, it will have to publish its own "Notice of Election" to meet additional requirements.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide the County Clerk's Election Department with a copy of its election orders and notices.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of, and pay for, all election-day voting locations. Voting locations will, whenever possible, be the usual voting locations for each election precinct in County elections. The proposed voting locations will be provided once the final candidate filing deadline has been met and will be listed in Attachment "A." If a voting location is unavailable, the Elections Department will arrange an alternate location with the Political Subdivision's approval. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon the County Clerk's request, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will receive a letter from the Elections Department notifying them of their appointment, the training time and location, and the number of election clerks they may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00.

All Parties agree that, at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees, subject only to the benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable election judges at voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK'S ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot on that authority's candidates and propositions. If any errors or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Krystal Alegria
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Dottie Cornett
Alternate Presiding Judge:	Tamara Poenitzsch

After all precincts have been counted, the County Clerk's Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless the Secretary of State grants a waiver. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, costs are mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and multiplied by the Political Subdivision percentage of registered voters, or a minimum of \$2500.00; for those with a lesser amount, additional costs will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than \$2500.00 will have a minimum of \$2500.00 for the early voting period.

The political subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that records are maintained in an orderly manner so they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor, and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as outlined in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days' written Notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement conflicts with Texas Government Code Chapter 552, et seq., as

amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered into solely by and between the Parties and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a \$2,500.00 deposit. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is September 17, 2026. Therefore, the Deposit is due by September 28, 2026.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on NOVEMBER 3, 2026. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2026, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2026, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF FREEPORT, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF FREEPORT



City Council Agenda Item #[4.A]

Title: Consideration and possible action approving Ordinance No. 2026-2771 for Budget Amendment No.3 for Fiscal Year 2025-2026.

Date: August 3, 2026

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends approval of Budget Amendment No. 3 for Fiscal Year 2025-2026, as presented.

Item Summary: Staff requests City Council consideration and approval of Budget Amendment No. 3 for Fiscal Year 2025-2026. The proposed amendment updates the adopted budget to reflect additional revenues, previously approved expenditures, required interfund transfers, grant appropriations, emergency repairs, and fund reallocations necessary to accurately align the City's budget with current financial activity and Council actions.

Background Information: Throughout the fiscal year, staff continually monitors budget performance and identifies adjustments necessary to ensure the City's legally adopted budget remains aligned with operational activity and actions taken by the City Council. Budget Amendment No. 3 incorporates adjustments that have arisen since budget adoption, including recognition of additional Dow Industrial Development Agreement (IDA) revenue, appropriations for expenditures previously approved by Council, funding for emergency electrical repairs at RiverPlace, establishment of grant match transfers and related appropriations within the City Grants Fund, reallocation of City event-related budget activity from the General Fund to the City Events Fund, and appropriation for surveillance cameras in the City Council Chambers within the Equipment Fund.

These adjustments are administrative and financial in nature and are intended to align the adopted budget with actual operations, previously approved Council actions, grant requirements, and proper fund accounting. Approval of this budget amendment will ensure the City's financial records remain accurate, transparent, and in compliance with applicable budgeting and accounting practices.

Special Considerations: N/A

Financial Impact: Approval of Budget Amendment No. 3 will increase appropriations, recognize additional revenues, and adjust interfund transfers among the affected funds to reflect Council-approved expenditures, grant funding requirements, emergency operational needs, and organizational budget realignments. The amendment recognizes additional Dow IDA revenues, appropriates funding for the RiverPlace emergency electrical repair and Council Chambers surveillance cameras, transfers General Fund resources to the City Grants Fund to satisfy



required local grant matches, establishes corresponding grant expenditures, and reallocates City event-related budget activity to the City Events Fund.

These adjustments improve budget accuracy and financial reporting and do not authorize new programs or projects beyond those previously approved by City Council, except for the emergency RiverPlace repair.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Freeport Budget Amendment#03 FY2026 Ord 072326 dsm clean (1)
2. Budget Amendment Memo Letter - Exhibit A

ORDINANCE NO. 2026-2771

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, ADOPTING THE THIRD AMENDMENT TO THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, WHICH BUDGET WAS APPROVED BY CITY COUNCIL AS ORDINANCE 2025-2737; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING REPEALER AND SEVERANCE CLAUSES; PROVIDING PROPER NOTICE AND MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Freeport, Brazoria County, Texas (the "City") is a duly constituted home rule municipality, and as such, is authorized to enact ordinances; and

WHEREAS, the budget for the 2025-2026 fiscal year of the City was approved by the City Council by Ordinance No. 2025-2737, read, passed, and adopted on the 15th day of September 2025; and

WHEREAS, the City Council may, pursuant to Chapter 102, Texas Local Government Code and the City Charter Section 9.16, make changes to its budget for a municipal purpose and in cases of public necessity; and

WHEREAS, the City Council has considered the proposed budget amendment and has determined that such changes therein are made in a case of public necessity, serve a municipal purpose, and are in the best interest of the citizens and taxpayers of the City.

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

Section 1. The facts and opinions in the preamble of this ordinance are hereby incorporated herein as findings of fact.

Section 2. The existing Budget of the City of Freeport, Texas, as set out in Ordinance 2025-2737 and any earlier amendments, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, is hereby amended and revised as reflected in the attached Exhibit "A".

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the date, time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

This ordinance shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED this 3rd day of August 2026 by a vote of ____ (*ayes*)
to ____ (*nays*) to ____ (*abstentions*) of the City Council.

CITY OF FREEPORT, TEXAS

Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez, City Secretary

APPROVED AS TO FORM AND CONTENT:

Debra Mergel, City Attorney

To: Dr. Kelly, Mayor, & Council

From: Ashlee Hurst, CGFO

Subject: Memo Regarding Proposed Budget Amendments

Date: July 15, 2026

How to Read this Memo:

Amount	Expense Designation	GL Account to Amend
Analysis of expense necessity reasoning will follow each listed expense.		

GENERAL FUND:

(\$609,734)	DOW IDA Agreement Additional Revenue This revenue amount was received in July 2026 in accordance with the DOW IDA agreement that was originally calculated incorrectly by Hugh Landrum and amended in early December.	10-312-010
\$14,600	City Manager Relocation Allowance This expense was created after Council selected their City Manager candidate, which necessitated relocating to Freeport. This was unforeseen during the budget adoption cycle.	10-410-182
\$32,610	City Hall Door Installations This project was approved at the very end of FY2025, but after the budget was adopted. This project was one initiated by prior Interim City Manager at the time to enhance security and safety of City Hall staff after numerous incidents. This was unforeseen during the budget adoption cycle.	10-410-545
\$14,000	Kimley-Horn Traffic Study This expense was created after Council approved traffic studies and a corresponding amendment on March 2, 2026.	10-410-413
\$25,000	Kimley-Horn TWDB Grant Application Cost This expense was created after Council approved the grant application cost and a corresponding amendment on May 11, 2026.	10-410-413
\$30,000	Christopher Duncan Separation Agreement This expense was created after Council approved cancelling the contract with Duncan Law Firm on June 15, 2026. The firm's contract stated a settlement payment for separation of \$30,000 would be required.	10-410-417



\$2,500	Main Street America Consultant This expense was created after Council approved board training for the Main Street board members by a consultant and a corresponding amendment on July 6, 2026.	10-577-602
\$25,139.11	Riverplace Emergency Electrical Repair This emergency repair expense was created by an underground fire at Riverplace. The repair was the night before Riverfest began and repaired immediately.	10-655-545
\$21,606	PD Cybersecurity Grant Local Match This local match was for a PD grant during the year. This amendment will allow for the transfer from General Fund to the City Grants Fund to pay the local match required.	10-700-012
\$34,147	City Hall Generator Local Match This local match was for the City Hall Generator installation grant during the year. This amendment will allow for the transfer from General Fund to the City Grants Fund to pay the local match required.	10-700-012
\$15,147	Service Generator Local Match This local match was for the Service Center Generator installation grant during the year. This amendment will allow for the transfer from General Fund to the City Grants Fund to pay the local match required.	10-700-012
(\$1,100)	Line-Item Transfer to City Events Fund This will transfer the city events budget from the General Fund to the City Events Fund due to organizational restructuring this year.	10-410-435
(\$6,600)	Line-Item Transfer to City Events Fund This will transfer the city events budget from the General Fund to the City Events Fund due to organizational restructuring this year.	10-525-435
(\$63,280)	Line-Item Transfer to City Events Fund This will transfer the city events budget from the General Fund to the City Events Fund due to organizational restructuring this year.	10-577-435
(\$12,000)	Line-Item Transfer to City Events Fund This will transfer the city events budget from the General Fund to the City Events Fund due to organizational restructuring this year.	10-578-435
(\$250)	Line-Item Transfer to City Events Fund This will transfer the city events budget from the General Fund to the City Events Fund due to organizational restructuring this year.	10-655-435



(\$90,000)

Line-Item Transfer to City Events Fund

10-665-435

This will transfer the city events budget from the General Fund to the City Events Fund due to organizational restructuring this year.

\$173,230

Transfer Funds to City Events Fund

10-700-026

This will transfer the funds from the General Fund to the City Events Fund due to organizational restructuring this year.

General Fund Before Budget Amendment:

Total Revenue: \$21,972,657
Total Expenses: \$21,806,960
Available Resources: **\$165,697**

General Fund After Budget Amendment:

Total Revenue: \$22,582,391
Total Expenses: \$22,021,709
Remaining Resources: **\$560,682**

VEHICLE & EQUIPMENT FUND:

\$7,996

Surveillance Cameras (Equipment Fund)

22-525-899

This expense was created after a previous Councilman directed Chief Howell to have surveillance cameras installed in Council Chambers.

Vehicle & Equipment Fund Before Budget Amendment:

Total Revenue: \$658,849
Total Expenses: \$456,849
Available Resources: **\$202,000**

Vehicle & Equipment Fund After Budget Amendment:

Total Revenue: \$658,849
Total Expenses: \$464,845
Remaining Resources: **\$194,004**

CITY GRANTS FUND:

(\$20,000)

EPA Brownfield Revenue (City Grants Fund)

12-410-420

This revenue amount was for a reimbursement requested and received for the EPA Brownfield Grant that was not included in the budget, as the City Grants Fund was not properly identified and appropriated at time of adoption. Total grant is \$500,000 but only inputting projected spending portion for remainder of FY26.



\$20,000	<u>EPA Brownfield Expense (City Grants Fund)</u>	12-410-898
	This expense amount triggers the reimbursements requested and received for the EPA Brownfield Grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$500,000 but only inputting projected spending portion for remainder of FY26.	
(\$262,322)	<u>City Hall Generator Federal Match (City Grants Fund)</u>	12-410-420
	This represents the reimbursements requested and received for the TDEM City Hall Generator grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$341,469 with a 10% local share, but only inputting the FY26 portion and this is the 90% federal share amount.	
(\$34,147)	<u>City Hall Generator Local Match (City Grants Fund)</u>	12-710-010
	This local match was for the City Hall Generator installation grant during the year. This amendment will allow for the transfer from General Fund to the City Grants Fund to pay the local match required.	
\$296,469	<u>City Hall Generator Expense (City Grants Fund)</u>	12-410-899
	This expense amount triggers the reimbursements requested and received for the TDEM City Hall Generator grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$341,469 with a 10% local share but only inputting projected spending portion for remainder of FY26.	
(\$118,322)	<u>Service Generator Federal Match (City Grants Fund)</u>	12-420-420
	This represents the reimbursements requested and received for the TDEM Service Center Generator grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$151,469 with a 10% local share, but only inputting the FY26 portion and this is the 90% federal share amount.	
(\$15,147)	<u>Service Generator Local Match (City Grants Fund)</u>	12-710-010
	This local match was for the Service Center Generator installation grant during the year. This amendment will allow for the transfer from General Fund to the City Grants Fund to pay the local match required.	
\$133,469	<u>Service Center Generator Expense (City Grants Fund)</u>	12-420-899
	This expense amount triggers the reimbursements requested and received for the TDEM Service Center Generator grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$151,469 with a 10% local share but only inputting projected spending portion for remainder of FY26.	





(\$103,639)	PD Radio System Grant Revenue (City Grants Fund)	12-525-420
	This represents the reimbursements requested and received for the OOG Radio System grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$103,639 with no local share.	
\$103,639	PD Radio System Grant Expense (City Grants Fund)	12-525-898
	This represents the expenditures for the OOG Radio System grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$103,639 with no local share.	
(\$97,483)	PD Dispatch Console Grant Revenue (City Grants Fund)	12-525-420
	This represents the reimbursements requested and received for the OOG Dispatch Console grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$97,483 with no local share.	
\$97,483	PD Dispatch Console Grant Expense (City Grants Fund)	12-525-898
	This represents the expenditures for the OOG Dispatch Console grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$97,483 with no local share.	
(\$21,720)	PD Body Armor Grant Revenue (City Grants Fund)	12-525-420
	This represents the reimbursements requested and received for the OOG Body Armor grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$21,720 with no local share.	
\$21,720	PD Body Armor Grant Expense (City Grants Fund)	12-525-898
	This represents the expenditures for the OOG Body Armor grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$21,720 with no local share.	
(\$86,420)	PD Cybersecurity Grant Revenue (City Grants Fund)	12-525-420
	This represents the reimbursements requested and received for the OOG Cybersecurity grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$108,026 with a \$21,606 local share.	





(\$21,606)	PD Cybersecurity Grant Local Match (City Grants Fund)	12-710-010
	This local match was for a PD grant during the year. This amendment will allow for the transfer from General Fund to the City Grants Fund to pay the local match required.	
\$108,026	PD Cybersecurity Grant Expense (City Grants Fund)	12-525-898
	This represents the expenditures for the OOG Resilient Backup grant that was not included in the budget, as the City's grant projects were not properly identified and appropriated at time of adoption. Total grant is \$108,026 with a \$21,606 local share	

City Grants Fund Before Budget Amendment:

Total Revenue:	\$0.00
Total Expenses:	\$0.00
Available Resources:	\$0.00

City Grants Fund After Budget Amendment:

Total Revenue:	\$780,806
Total Expenses:	\$780,806
Remaining Resources:	\$0.00

CITY EVENTS FUND:

(\$173,230)	City Events Transfer from General Fund	26-710-010
	This represents the amount being transferred from budgeted line items in General Fund to the City Events Fund for City Events throughout the year. This is due to organizational restructuring mid-year.	
\$1,100	Admin City Events Participation	26-410-435
	This is the amount that was adopted in the General Fund for Admin Department participation in City events.	
\$6,600	PD City Events Participation	26-525-435
	This is the amount that was adopted in the General Fund for Police Department participation in City events.	
\$63,280	Main Street City Events Participation/Hosting	26-577-435
	This is the amount that was adopted in the General Fund for Main Street Department participation and hosting of City events.	
\$12,000	Museum City Events Participation/Hosting	26-578-435
	This is the amount that was adopted in the General Fund for Museum Department participation and hosting of City events.	



\$250

Parks City Events Participation/Hosting

26-655-435

This is the amount that was adopted in the General Fund for Parks Department participation and hosting of City events.

\$90,000

Rec Center City Events Participation/Hosting

26-665-435

This is the amount that was adopted in the General Fund for Rec Center Department participation and hosting of City events.

City Events Fund Before Budget Amendment:

Total Revenue: \$0.00

Total Expenses: \$0.00

Available Resources: \$0.00

City Events Fund After Budget Amendment:

Total Revenue: \$173,230

Total Expenses: \$173,230

Remaining Resources: \$0.00

In presenting this budget amendment, I remain committed to transparency, responsible fiscal management, and working collaboratively with City Council and staff to ensure the City's resources are used efficiently and in alignment with the City's priorities and long-term goals.

Best Regards,

Ashlee Hurst, CGFO

Finance Director, City of Freeport

ahurst@freeporttx.gov | (979) 871-0112



City Council Agenda Item #[4.B]

Title: Consideration and possible action approving Resolution No. 2026-3062 to allow the Police Chief and Fire Chief enter into an updated Interlocal Agreement with Brazosport Independent School District.

Date: August 3, 2026

From: Chief Jennifer Howell, Police Chief
Chief Christopher Motley

Staff Recommendation: Staff recommends council to authorize Police Chief and Fire Chief to enter into an updated Interlocal Agreement with BISD.

Item Summary: BISD is updating records to reflect recent changes with Texas Education Code through House Bill 33 (the Uvalde Strong Act) and assistance from the Texas School Based Safety Center.

Background Information: House Bill 33, known as the Uvalde Strong Act, was enacted to strengthen school safety and improve coordination among first responders during active shooter incidents and other school emergencies. The legislation was developed in response to lessons learned from the 2022 Robb Elementary School shooting in Uvalde. HB 33 is intended to improve preparedness, communication, coordination, and response capabilities among schools and first responders to better protect students, staff, and communities during active shooter incidents and other emergencies.

Special Considerations: None.

Financial Impact: None.

Board or 3rd Party Recommendation: BISD Police Department and Emergency Management Office recommends approval.

Supporting Documentation:

1. FREEPORT Resolution approving BISD interlocals
2. BISD ltr TEC House Bill 33 Uvalde Strong 07242026
3. BRAZOSPORT ISD Freeport Fire Department INTERLOCAL AGREEMENT.dsm edits07272026
4. BISD Interlocal 2026

RESOLUTION NO. 2026-3062

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS APPROVING INTERLOCAL COOPERATIVE AGREEMENTS FOR EMERGENCY REUNIFICATION OPERATIONS BETWEEN BRAZOSPORT INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FREEPORT, TEXAS AND AUTHORIZING THE POLICE CHIEF AND FIRE CHIEF TO EXECUTE THE AGREEMENTS; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Freeport, Brazoria County, Texas (the “City”) is a home rule city operating under the laws of its Charter and the State of Texas, by and through its duly elected City Council Members; and

WHEREAS, the City and Brazosport Independent School District (the “District”) are authorized to enter into interlocal cooperative agreement pursuant to Chapter 791 of the Texas Local Government Code; and

WHEREAS, recent updates to the Texas Education Code through House Bill 33 (the Uvalde Strong Act) have expanded emergency preparedness expectations for K-12 educational institutions and reinforced the importance of collaboration with local fire departments, police departments, and other community partners; and

WHEREAS, the City Council desires to enter into the interlocal cooperative agreements as requested by the District.

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

SECTION 1. FINDINGS, INCORPORATION OF RECITALS.

The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. APPROVAL OF AGREEMENTS.

The City Council hereby approves the Interlocal Agreements for Emergency Reunification Operations and authorizes the Police Chief and Fire Chief to execute the agreements, Attachment A, a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3. PROPER NOTICE AND MEETING.

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted as posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Local Government Code, as amended.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the CITY COUNCIL of the CITY OF FREEPORT on the ____ day of _____, 2026, on a vote of _____ AYES, _____ NAYS, and _____ ABSTENTIONS.

CITY OF FREEPORT, TEXAS

Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez
City Secretary



Good morning,

As part of Brazosport Independent School District's ongoing commitment to campus safety and emergency preparedness, we are strengthening our partnerships with the public safety and emergency response agencies that serve our community.

Recent changes to the Texas Education Code through House Bill 33 (the Uvalde Strong Act), along with guidance from the Texas School Safety Center (TxSSC), have expanded emergency preparedness expectations for public institutions of K-12 Education. These requirements emphasize coordinated planning, training, communication, and response among colleges and local emergency response partners.

While House Bill 33 places these responsibilities on institutions of K-12 Education, it also reinforces the importance of collaboration with local law enforcement, fire departments, emergency medical services, emergency management, public health, hospitals, and other community partners to ensure an effective and coordinated response to emergencies affecting our campus.

In addition, the Texas School Safety Center recommends that K-12 Education Institutions develop comprehensive emergency response and reunification plans that clearly identify the roles and responsibilities of responding agencies before an incident occurs. Establishing these relationships in advance helps ensure that emergency operations are organized, efficient, and focused on the safety and well-being of students, employees, visitors, and their families.

To support these efforts, Brazosport Independent School District is developing a series of Interlocal Agreements (ILAs) and/or Memorandums of Understanding (MOUs) with our response partners. These agreements are not intended to create additional obligations beyond each agency's existing authority or mission. Rather, they document our shared commitment to coordinated planning, communication, resource coordination, and emergency response in accordance with recognized emergency management best practices.

On Wednesday, 7/22/2026, I will be providing your agency with a draft agreement specific to your organization's anticipated role during campus emergency operations and reunification activities. I welcome your review and input to ensure the document accurately reflects your agency's capabilities, responsibilities, and operational procedures.



We greatly value the longstanding relationships Brazosport Independent School District has with our local emergency response community. Your continued partnership is essential to protecting our students, faculty, staff, and visitors, and we appreciate your willingness to work alongside us in strengthening our preparedness efforts.

Should you have any questions or wish to discuss this initiative before receiving the draft agreement, please feel free to contact me at any time.

Thank you for your continued partnership and dedication to the safety of our community.

Respectfully,

A handwritten signature in black ink, appearing to be 'Ty Morrow', is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke extending to the right.

Ty Morrow,
Executive Chief Safety and Security / Emergency Management Coordinator
Brazosport Independent School District
Ty.morrow@brazosportisd.net
703.403.9178

**INTERLOCAL AGREEMENT
FOR EMERGENCY REUNIFICATION OPERATIONS, FIRE AND LIFE SAFETY
SUPPORT BETWEEN
BRAZOSPORT INDEPENDENT SCHOOL DISTRICT
AND
CITY OF FREEPORT**

ARTICLE I

PURPOSE

This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to the Texas Government Code, Chapter 791, by and between **Brazosport ISD ("BISD")** and **City of Freeport ("City")**.

The purpose of this Agreement is to establish cooperative procedures for fire protection, rescue, life safety, hazardous materials response, emergency operations, and fire department support during implementation of the Brazosport ISD Reunification Annex following any emergency requiring the orderly reunification of students, employees, visitors, parents, guardians, or authorized family members.

This Agreement supports the emergency management planning requirements established by the Texas School Safety Center (TxSSC), the BISD's Emergency Operations Plan (EOP), the National Incident Management System (NIMS), and the Incident Command System (ICS).

ARTICLE II

OBJECTIVES

The parties agree to cooperate in order to:

1. Protect life and property.
2. Provide emergency fire suppression and rescue services.
3. Establish safe reunification operations.
4. Assist with evacuation and life safety.
5. Mitigate fire and hazardous conditions.
6. Support emergency medical operations when appropriate.
7. Assist with incident stabilization.

8. Coordinate emergency communications.
9. Support recovery and transition back to normal operations.

ARTICLE III

ACTIVATION

This Agreement may be activated when Brazosport ISD experiences any incident requiring reunification, including but not limited to:

- Active Threat
- Active Shooter
- Fire
- Explosion
- Hazardous Materials Incident
- Laboratory Emergency
- Structural Failure
- Severe Weather
- Hurricane
- Flooding
- Utility Failure
- Gas Leak
- Suspicious Package
- Transportation Emergency
- Rescue Incident
- Any event requiring relocation of students or staff

Activation occurs through:

- Brazosport ISD Executive Chief of Safety and Security

- Brazosport ISD Safety Implementation Coordinator
- Brazosport ISD Chief of Police
- Incident Commander
- Emergency Management Coordinator
- BISD Superintendent of Schools or designee
- Brazoria County Emergency Communications Center (911)

ARTICLE IV

CITY RESPONSIBILITIES

Upon request and subject to available resources, the City, through its Fire Department may provide:

Fire Suppression

- Suppress fires involving BISD facilities or property.
- Protect adjacent structures.
- Control fire extension.
- Conduct overhaul operations when appropriate.

Rescue Operations

- Rescue trapped or injured persons.
- Conduct search operations.
- Assist with evacuation.
- Provide technical rescue capabilities when available.

Life Safety

- Establish hazard zones.
- Identify unsafe conditions.
- Monitor fire conditions.

- Ensure responder safety.
- Assist with accountability of evacuated occupants.

Hazardous Materials

Provide support during:

- Chemical spills
- Laboratory emergencies
- Gas leaks
- Unknown substance investigations
- Hazardous materials containment
- Decontamination operations when appropriate

Incident Stabilization

Assist Brazosport ISD personnel by:

- Securing hazardous areas.
- Isolating unsafe locations.
- Controlling fire hazards.
- Coordinating utility shutoffs.
- Providing emergency scene lighting when available.

Reunification Support

Assist with:

- Safety assessments of reunification sites.
- Fire inspections of temporary facilities.
- Monitoring emergency access routes.
- Maintaining emergency vehicle access.
- Supporting operational safety throughout reunification activities.

Communications

Coordinate with:

- Brazosport ISD Executive Chief of Safety and Security
- Incident Command
- Emergency Medical Services (EMS)
- Emergency Management Coordinator
- Brazosport ISD Safety Implementation Coordinator
- Brazosport ISD Chief of Police
- Public Information Officer (PIO)
- Emergency Operations Center (if activated)

ARTICLE V

Brazosport ISD RESPONSIBILITIES

The BISD agrees to:

1. Activate the Reunification Annex.
2. Designate an Incident Commander.
3. Provide a Fire Department Liaison.
4. Identify reunification locations.
5. Provide facility maps and building information.
6. Identify hazardous material storage locations when applicable.
7. Maintain accountability of students and employees.
8. Coordinate emergency notifications.
9. Provide logistical support when available.
10. Coordinate recovery operations with responding agencies.

ARTICLE VI

INCIDENT COMMAND

Emergency operations shall utilize the National Incident Management System (NIMS).

Unified Command may include representatives from:

- Brazosport ISD Executive Chief of Safety and Security
- Brazosport ISD Safety Implementation Coordinator
- Brazosport ISD Chief of Police
- City of Freeport Fire Department
- EMS
- Emergency Management
- Local Law Enforcement
- Public Works
- Other responding agencies

Each agency retains authority over its personnel.

ARTICLE VII

INFORMATION SHARING

The parties agree to share information necessary for emergency responses while complying with:

- FERPA
- HIPAA (when applicable)
- Texas Public Information Act
- Texas Health and Safety Code
- Applicable state and federal laws

ARTICLE VIII

TRAINING AND EXERCISES

The parties agree to participate, when practical, in:

- Annual reunification exercises
- Tabletop exercises
- Functional exercises
- Full-scale exercises
- Fire evacuation drills
- Hazardous materials exercises
- After-Action Reviews
- Improvement Planning

Training may include:

- ICS/NIMS
- Fire and Life Safety
- Building evacuation procedures
- Rescue operations
- Hazardous materials awareness
- Reunification procedures
- Unified Command
- Emergency communications

ARTICLE IX

EQUIPMENT

Each agency remains responsible for providing its own personnel, apparatus, rescue equipment, radios, protective equipment, vehicles, communications systems, and specialized firefighting equipment unless otherwise agreed.

ARTICLE X

COSTS

Each party shall bear its own costs unless reimbursement is authorized through:

- Mutual written agreement
- State disaster assistance
- Federal disaster assistance
- Other authorized funding sources

ARTICLE XI

LIABILITY

Each party remains responsible for the acts and omissions of its own officers, employees, and agents as provided by the Texas Tort Claims Act and other applicable law.

Nothing in this Agreement waives governmental immunity.

ARTICLE XII

TERM

This Agreement becomes effective upon execution by both parties and shall remain in effect for five (5) years unless terminated earlier by either party upon thirty (30) days' written notice.

The Agreement may be renewed by mutual written consent.

ARTICLE XIII

POINTS OF CONTACT

Brazosport ISD

Ty					Morrow
Executive	Chief	of	Safety	and	Security
Brazosport					ISD
221	Lake		View		Drive
Clute,		Texas			77531
Office:					979-730-7042
Email:	Ty.morrow@brazosportisd.net				

City of Freeport Fire Department

Chris Motley

Fire		Chief
Freeport	Fire	Department
Address: 131 E. Fourth Street, Freeport, Texas 77541		
Phone:		979-233-2111
Email:	Cmotley@Freeporttx.gov	
24-Hour Dispatch: Freeport Police Department Emergency Communications Center (911)		

ARTICLE XIV

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties regarding fire and life safety support for reunification operations. Amendments must be made in writing and approved by both parties.

SIGNATURES:

Brazosport Independent School District

Ty Morrow, Executive Chief of Safety and Security

Date: _____

City of Freeport

Chris Motley, Fire Chief

Date: _____

Agency Legal Counsel or Authorized Representatives *(If required)*

Date: _____

**INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT SUPPORT OF REUNIFICATION OPERATIONS
BETWEEN
BRAZOSPORT INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF FREEPORT POLICE DEPARTMENT**

ARTICLE I

PURPOSE

This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to the Texas Government Code, Chapter 791, by and between **Brazosport Independent School District** ("BISD") and The **City of Freeport Police Department** ("Law Enforcement Agency").

The purpose of this Agreement is to establish cooperative procedures for law enforcement support during implementation of the Brazosport Independent School District Reunification Annex following any emergency requiring the orderly reunification of students, employees, visitors, parents, guardians, or authorized family members.

This Agreement supports the emergency management planning requirements established by the Texas School Safety Center (TxSSC), the BISD's Emergency Operations Plan (EOP), the National Incident Management System (NIMS), and the Incident Command System (ICS).

ARTICLE II

OBJECTIVES

The parties agree to cooperate to:

1. Protect life and maintain public safety.
2. Establish secure reunification operations.
3. Maintain traffic control.
4. Preserve crime scenes when applicable.
5. Assist with access control.
6. Support accountability of evacuated persons.
7. Assist with family reunification operations.

8. Provide coordinated public safety communications.
9. Support recovery and transition back to normal operations.

ARTICLE III

ACTIVATION

This Agreement may be activated when Brazosport Independent School District experiences any incident requiring reunification, including but not limited to:

- Active Threat
- Active Shooter
- Bomb Threat
- Hazardous Materials Incident
- Fire
- Structural Failure
- Severe Weather
- Hurricane
- Flooding
- Utility Failure
- Suspicious Package
- Civil Disturbance
- Criminal Incident
- Missing Student
- Transportation Emergency
- Any event requiring relocation of students or staff

Activation occurs through:

- Brazosport Independent School District Executive Chief of Safety and Security
- Brazosport ISD Safety Implementation Coordinator
- Incident Commander

- Emergency Management Coordinator
- BISD Superintendent of Schools or designee

ARTICLE IV

LAW ENFORCEMENT RESPONSIBILITIES

Upon request and subject to available resources, the Law Enforcement Agency may provide:

Incident Security

- Establish outer security perimeter
- Establish inner security perimeter
- Protect reunification site
- Prevent unauthorized entry

Traffic Control

- Establish ingress routes
- Establish egress routes
- Manage parking
- Coordinate emergency vehicle access

Access Control

- Verify authorized personnel
- Maintain credential checkpoints
- Control entry to reunification areas
- Secure restricted areas

Family Assistance

Assist Brazosport Independent School District personnel by:

- Maintaining orderly waiting areas
- Preventing unauthorized access
- Providing security during parent reunification

- Assisting with crowd management

Investigation Support

When appropriate:

- Preserve evidence
- Maintain crime scenes
- Coordinate investigative activities
- Support mutual aid agencies

Communications

Coordinate with:

- Brazosport Independent School District Executive Chief of Safety and Security
- Brazosport ISO Safety Implementation Coordinator
- Brazosport ISO Chief of Police
- Incident Command
- Public Information Officer (PIO)
- Emergency Operations Center (if activated)

ARTICLE V

Brazosport Independent School District RESPONSIBILITIES

The BISD agrees to:

1. Activate the Reunification Annex.
2. Designate an Incident Commander.
3. Provide a Law Enforcement Liaison.
4. Identify reunification locations.
5. Provide site maps.
6. Maintain accountability of students and employees.
7. Verify parent/guardian identity when required.

8. Maintain reunification documentation.
9. Coordinate family notifications.
10. Provide logistical support when available.

ARTICLE VI

INCIDENT COMMAND

Emergency operations shall utilize the National Incident Management System (NIMS).

Unified Command may include representatives from:

- Brazosport Independent School District Police Department
- Brazosport ISO Safety Implementation Coordinator
- Brazosport ISO Chief of Police
- Local Law Enforcement Agency
- Fire Department
- EMS
- Emergency Management
- Other responding agencies

Each agency retains authority over its personnel.

ARTICLE VII

INFORMATION SHARING

The parties agree to share information necessary for emergency responses while complying with:

- FERPA
- HIPAA (when applicable)
- Texas Public Information Act
- Criminal Justice Information Services (CJIS) requirements
- Applicable state and federal laws

ARTICLE VIII

TRAINING AND EXERCISES

The parties agree to participate, when practical, in:

- Annual reunification exercises
- Tabletop exercises
- Functional exercises
- Full-scale exercises
- After-Action Reviews
- Improvement Planning

Training may include:

- ICS/NIMS
- Reunification procedures
- Parent accountability
- Traffic management
- Crowd management
- Communications
- Unified Command

ARTICLE IX

EQUIPMENT

Each agency remains responsible for providing its own personnel, vehicles, radios, equipment, uniforms, protective equipment, and communications systems unless otherwise agreed.

ARTICLE X

COSTS

Each party shall bear its own costs unless reimbursement is authorized through:

- Mutual written agreement
- State disaster assistance
- Federal disaster assistance
- Other authorized funding sources

ARTICLE XI

LIABILITY

Each party remains responsible for the acts and omissions of its own officers, employees, and agents as provided by the Texas Tort Claims Act and other applicable law. Nothing in this Agreement waives governmental immunity.

ARTICLE XII

TERM

This Agreement becomes effective upon execution by both parties and shall remain in effect for five (5) years unless terminated earlier by either party upon thirty (30) days' written notice.

The Agreement may be renewed by mutual written consent.

ARTICLE XIII

POINTS OF CONTACT

Brazosport Independent School District

Ty Morrow

Executive Chief of Safety and Security
Brazosport Independent School District
221 Lake View Drive, Clute, Texas 77531
Office: 979-730-7042
Email: Ty.morrow@brazosportisd.net

The City of Freeport Police Department

Jennifer Howell

Chief of Police
Address: 430 N. Brazosport Blvd, Freeport, Texas 77541
Phone: 979-239-1211
Email: Jhowell@freeporttx.gov
24-Hour Dispatch: Freeport Police Department Emergency Communications Center (911)

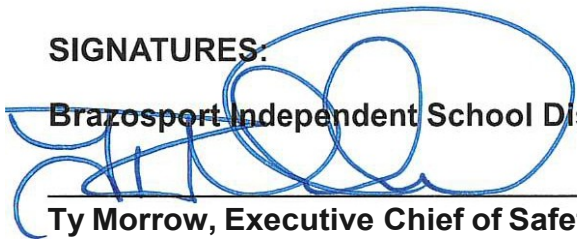
ARTICLE XIV

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties regarding law enforcement support for reunification operations.

Amendments must be made in writing and approved by both parties.

SIGNATURES:


Brazosport Independent School District

Ty Morrow, Executive Chief of Safety and Security

Date: 7/14/2026

The City of Freeport Police Department

Jennifer Howell, Chief of Police

Date: _____

Agency Legal Counsel or Authorized Representatives *(if required)*

Date: _____