

NOTICE OF JOINT PUBLIC MEETING  
THE FREEPORT CITY COUNCIL  
FREEPORT URBAN RENEWAL AGENCY  
MONDAY, SEPTEMBER 9TH, 2013, 6:00 P.M.  
FREEPORT MUNICIPAL COURT ROOM  
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.  
FREEPORT, TEXAS  
AGENDA  
FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the August 19<sup>th</sup>, 2013 Council Minutes. Pg. 719-723
5. Attending citizens and their business.
6. Consideration of approving Resolution No. 2013-2423 nominating candidates(s) for a position on the Board of Directors of the Brazoria County Appraisal District. Pg. 724-729
7. **Public Hearing** – Proposed budget for fiscal year 2013-2014 Pg. 730
8. Consideration of approving Ordinance No. 2013-2044 adopting a budget for the fiscal year 2013-2014 for the City of Freeport. Pg. 731-734
9. Consideration of approving alternative modifications to a third Correction Special Warranty deed and Land Development Agreement with Gary L. Woodring concerning 0.7648 acres out of S. F. Austin Survey, Abstracts 32 & 33, Brazoria County, Texas.
10. Consideration of setting October 7, 2013 for a Public Hearing regarding Chapter 370.002 of the Local Government Code and Division (A) of Section 130.99 of the Code of Ordinances of said City, to Review the Juvenile Curfew Ordinance of said City. Pg. 735
11. Consideration of setting October 7, 2013 for a Joint Public Hearing with the Planning Commission to consider granting a Specific Use Permit to Mr. Eric Hayes to construct an RV Park on Brazosport Boulevard. Pg. 736
12. Consideration of approving the Board of Directors and adopting the amended Bylaws for the City of Freeport Redevelopment Authority. Pg. 737-754

13. **Joint Public Hearing:** A Joint Public Hearing with the Urban Renewal Agency and the Freeport City Council to discuss and review approving an earnest money contract between the City of Freeport Redevelopment Authority and Urban Renewal Agency and the City of Freeport. Pg. 755
14. Consideration of approving earnest money contract between the City of Freeport and the City of Freeport Redevelopment Authority. Pg. 791-802
15. Consideration approving and accepting 2010 Port Security Grant Program in the amount of \$4,484,329.00 for installing public safety Long Term Evolution – LTE network through out Brazoria County. Pg. 756-761

Work Session:

- A. Discussion regarding a proposed Tax Abatement application for Associated Builders and Contractors, Inc., dated Sept. 3, 2013. Pg. 762-790

Executive Session

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matters in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit;

- Pending contractual negotiations.
- Development water/sewer line contractual issues.

Adjourn

Items not necessary 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).

In compliance with the Americans with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz City Secretary for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, September 6th, 2013 at or before 5:00 p.m.

---

Delia Munoz - City Secretary  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport and the Planning Commission met for a Joint Public Hearing on Monday, August 19th 2013 at 6:00 p.m. at the Freeport Municipal Court, 430 Brazosport Boulevard, Freeport Texas, for the purpose of considering the following agenda items:

City Council: Mayor Norma M. Garcia - Absent  
Councilwoman Michelle Kent  
Councilman Fred Bolton  
Councilwoman Sandra Loeza  
Councilwoman Sandra Barbree

Planning Commission: Edward Garcia  
Eddie Virgil  
Jesse Aguilar  
Reuben Cuellar  
Tobey Davenport- Absent

Staff: Jeff Pynes, City Manager  
Gilbert Arispe, Asst. City Manager  
Wallace Shaw, City Attorney  
Delia Munoz, City Secretary  
Brian Davis, Fire Chief  
Bob Welch, Finance Director  
Nat Hickey, Property Manager  
Dan Pennington, Police Chief

Visitors: Annette Sanford  
Jim Pirrung  
Moby Burrige  
Lila Lloyd  
Clan Cameron  
Roy Yates  
Michael Vandergriff  
Jerry Meeks  
Ellen Varner  
Evelyn Burrige  
Simmon Virgil  
Ron Cameron  
Wallace Trochesset  
Gary Woodring

Call to order.

Mayor Pro Tem Michelle Kent called the meeting to order at 6:02 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Roy Yates led the Pledge of Allegiance.

Consideration of approving the August 12th, 2013 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "aye", Council unanimously approved the August 12th, 2013 Council Minutes.

Attending citizens and their business.

There were none.

**Joint Public Hearing:** The City Council and the Planning Commission of said City will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said City, codified as Chapter 155 of the Code of Ordinances of said City, granting to Center Point Energy Houston Electric specific use permits to operate a communication towers and shelters at the following locations, within the corporate limits of said City: 1124 N. Ave. R., also known as 2304 Skinner Street and 1102 F.M. 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street being, respectively, Lots 1-24, Block 689, Velasco Townsite and Tract 1T, J. G. McNeel Survey, Abstract 335, Brazoria County, Texas, containing 0.622 acres, more or less.

Their being a quorum with the Planning Commission, Mayor Pro Tem Michelle Kent opened the Joint Public Hearing at 6:05 p.m.

Ed Garcia spokesman for the Planning Commission read the proposed amendment(s) to the Comprehensive Zoning Ordinance of said City. On a motion by Eddie Virgil, seconded by Jesse Aguilar, with all present voting "aye", the Planning Commission unanimously approved to grant Center Point Energy Houston Electric specific use permits for both communication towers.

There being no comments from staff or audience, Mayor Pro Tem Michelle Kent closed the Joint Public Hearing meeting at 6:08 p.m.

Consideration of approving Ordinance No. 2013-2042 amending the Comprehensive Zoning Ordinance of said City to permit the specific use of Lots 1-24, Block 689, Velasco Townsite, within the corporate limits of said City known locally as 1124 N. Ave. R, also known as 2304 Skinner Street, as site for a communication tower to be operated by Center Point Energy Houston Electric.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved Ordinance No. 2013-2042 amending the Comprehensive Zoning Ordinance of said City to permit the specific use of Lots 1-24, Block 689, Velasco Townsite, within the corporate limits of said City known locally as 1124 N. Ave. R, also known as 2304 Skinner Street, as site for a communication tower to be operated by Center Point Energy Houston Electric.

Consideration of approving Ordinance No. 2013-2043 amending the Comprehensive Zoning Ordinance of said City to permit the specific use of Tract 1T, J. G. McNeel Survey, Abstract 335, Brazoria County, Texas within the corporate limits of said City known locally as 1102 F.M. 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street as site for a communication tower to be operated by Center Point Energy Houston Electric.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved Ordinance No. 2013-2043 amending the Comprehensive Zoning Ordinance of said City to permit the specific use of Tract 1T, J. G. McNeel Survey, Abstract 335, Brazoria County, Texas within the corporate limits of said City known locally as 1102 F.M. 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street as site for a communication tower to be operated by Center Point Energy Houston Electric.

Consideration of setting September 9th, 2013 as the date for a Public Hearing on the proposed budget for the fiscal year 2013-2014.

On a motion by Councilwoman Loeza, seconded by Councilman Bolton, with all present voting "aye", Council unanimously approved September 9th, 2013 as the date for a Public Hearing on the proposed budget for the fiscal year 2013-2014.

Consideration of approving Kennemer, Masters & Lunford, Certified Public Accountants for audit services for the year ending September 30, 2013.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "aye", Council unanimously approved Kennemer, Masters & Lunford, Certified Public Accountants for audit services for the year ending September 30th, 2013.

Consideration of approving bid tabulation and awarding the construction of the Sanitary Sewer Line Replacement 2013 LJA Project No. E217-0020.

On a motion by Councilman Bolton, and seconded by Councilwoman Barbree, with all present voting "aye", Council unanimously approved Wallace Trochesset with LJA Engineering, Inc. recommendation to award the construction of the Sanitary Sewer Line Replacement to Horseshoe Construction, Inc., for the Lafitte Street and Fisher Street to be done by the pipe bursting method for a total of \$170,187.00.

Consideration of approving Resolution No. 2013-2415 reappointing Tobey Davenport and Eddie Virgil to the Planning Commission of said City.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2415 reappointing Tobey Davenport and Eddie Virgil to the Planning Commission of said City.

Consideration of approving Resolution No. 2013-2416 reappointing Lila Lloyd , James Walker, June Strambler, Nancy Hughes and Margie Edwards to the Library Board of said City.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2416 reappointing Lila Lloyd , James Walker, June Strambler, Nancy Hughes and Margie Edwards to the Library Board of said City.

Consideration of approving Resolution No. 2013-2417 reappointing Lalo Garcia and Iwest Strambler to the Historical Commission and Main Street Advisory Board of said City.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2417 reappointing Lalo Garcia and Iwest Strambler to the Historical Commission and Main Street Advisory Board of said City.

Consideration of approving Resolution No. 2013-2418 reappointing Raul Ramirez, Jesse Aguilar, Jim Pirrung, Tim Closs, and Michael Vandergriff to the Board of Adjustments of said City.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2418 reappointing Raul Ramirez, Jesse Aguilar, Jim Pirrung, Tim Closs, and Michael Vandergriff to the Board of Adjustments of said City.

Consideration of approving Resolution No. 2013-2419 reappointing John F.Shults, Jr., Annette Sanford, Ken Tyner, and Raul Ramirez to the Urban Renewal Board of said City.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2419 reappointing John F. Shults, Jr., Annette Sanford, Ken Tyner, and Raul Ramirez to the Urban Renewal Board of said City.

Consideration of approving Resolution No. 2013-2420 reappointing Guadalupe Gonzalez, Margaret L. McMahan, Michael Dohle and Michelle Backman to the Beautification, Parks and Recreation Committee.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2420 reappointing Guadalupe Gonzalez, Margaret L. McMahan, Michael Dohle and Michelle Backman to the Beautification, Parks and Recreation Committee.

Consideration of approving Resolution No. 2013-2421 appointing Sandra Barnett, Eric Hayes, and reappointing Annette Sanford, Jason Thompson to the Charter Review Commission of said City.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2421 appointing Sandra Barnett, Eric Hayes, and reappointing Annette Sanford, Jason Thompson to the Charter Review Commission of said City.

Consideration of approving Resolution No. 2013-2422 reappointing Ona Johnson, Sammy T. Moore, Martha Westbrook and Shirley Theriot to the Senior Citizens Commission of said City.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree with all present voting "aye", Council unanimously approved Resolution No. 2013-2422 reappointing Ona Johnson, Sammy T. Moore, Martha Westbrook and Shirley Theriot to the Senior Citizens Commission of said City.

Consideration of approving Resolution No. 2013-2423 approving the By-Laws of the City of Freeport Redevelopment Authority.

No Action taken

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "aye" Council meeting adjourned at 6:14 p.m.

---

Mayor Norma M. Garcia  
City of Freeport, Texas

---

City Secretary - Delia Munoz  
City of Freeport, Texas

**BRAZORIA COUNTY APPRAISAL DISTRICT**

**MEMBERS OF THE BOARD**

Ryan Cade  
Ro'Vin Garrett  
William Hasse  
Rubye Jo Knight  
Glenn Salyer  
Susie Tyler

**CHIEF APPRAISER**

Cheryl Evans  
500 North Chenango  
Angleton, Texas 77515  
979-849-7792  
Fax 979-849-7984

**M E M O**

To: All Voting Taxing Units  
From: Cheryl Evans, Chief Appraiser  
Subject: 2013 Board of Directors Election For  
Years 2014 – 2015  
Date: August 30, 2013

*Cheryl Evans*

---

Your taxing unit participates in selecting members of the Brazoria County Appraisal District's Board of Directors. The board is composed of five members who serve two-year terms, all of which expire December 31, 2013. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a non-voting director. This memorandum sets out the process of selecting directors for the two-year term that begins January 1, 2014.

Section 6.03, Property Tax Code, establishes the selection process for Appraisal District Directors.

**Selection Procedures**

The procedures for selecting members of the board of directors for the two-year term beginning on January 1, 2014 are as follows:

**Nomination**

Before **October 15, 2013**, the voting unit must adopt a resolution nominating from one to five candidate(s) by formal action. The presiding officer of the voting unit must submit the nominees name(s) and addresses to the Chief Appraiser.



August 30, 2013

**Election**

Before **October 30, 2013**, the Chief Appraiser will prepare a ballot listing the nominees in alphabetical order by last name.

Before **December 15, 2013** each voting unit must cast its vote by **written resolution** naming the person or persons for whom it votes, and submit a certified copy to the Chief Appraiser. **Ballots received by the Chief Appraiser after December 15, 2013 may not be counted.**

The Chief Appraiser will count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2013. The Chief Appraiser also notifies all taxing units (voting and non-voting) and all candidates (winners & losers) of the outcome. If a tie occurs, the Chief Appraiser must solve it through any method of chance.

**To assist you in this process, I have enclosed the following:**

1. A suggested form of resolution for the nomination(s) of a candidate(s) to the board of directors of the Brazoria County Appraisal District.
2. A calendar that lays out the procedures and dates for conducting the 2013 election.
3. Letter showing the number of votes your entity is entitled to cast in the ballot after candidate nominations are due. (See October 30 on the election calendar.)

Thanking you in advance for your help in carrying out this important task and I invite your questions or comments on the board selection process. Please do not hesitate to call me.

Enclosures (3)

**BRAZORIA COUNTY APPRAISAL DISTRICT  
2013 BOARD OF DIRECTORS ELECTION CALENDAR**

**Before Oct. 1  
(August 30, 2013)**      The chief appraiser notifies each voting taxing unit of the number of votes it may cast.

Each voting unit may nominate one candidate for each position to be filled. Since the board of directors consists of five members, **the unit may nominate from one to five candidates.**

**Before Oct. 15**      The presiding officer of the unit submits the names and addresses of the nominees **by written resolution** to the chief appraiser.

**Before Oct. 30**      The chief appraiser prepares and submits to each voting taxing unit a ballot listing the nominees alphabetically by each candidate's last name and provides the number of votes it may cast, with a resolution sample.

**Before Dec. 15**      Each voting unit cast votes for any of the candidates on the ballot and submits to the chief appraiser **by written resolution**. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates.

**Before Dec. 31**      The chief appraiser counts the votes and certifies as winner the five candidates who received the largest vote totals. The chief appraiser notifies all taxing units (voting and non-voting) and all the candidates (winners and losers) of the outcome.

If a tie occurs, the Chief Appraiser must resolve it through any method of chance.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE \_\_\_\_\_  
OF THE \_\_\_\_\_**

**NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF  
THE BRAZORIA COUNTY APPRAISAL DISTRICT**

**WHEREAS**, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate from one to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2014 and extending through December 31, 2015; and

**WHEREAS**, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

**BE IT RESOLVED BY THE \_\_\_\_\_  
OF THE \_\_\_\_\_ :**

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two year term of office commencing on January 1, 2014.

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2013.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Secretary

# BRAZORIA COUNTY APPRAISAL DISTRICT

## MEMBERS OF THE BOARD

Ryan Cade  
Ro'Vin Garrett  
William Hasse  
Rube Jo Knight  
Glenn Salyer  
Susie Tyler

## CHIEF APPRAISER

Cheryl Evans  
500 N. Chenango  
Angleton, Texas 77515  
979-849-7792  
Fax 979-849-7984

August 30, 2013

Mr. Jeff Pynes  
City Manager of Freeport  
200 W. Second St.  
Freeport, TX 77541

Dear Mr. Pynes,

In reference to the selection of the Appraisal District Board of Directors, your 2012 total tax levy was \$ 2,400,127. This tax levy has entitled you to 24 votes for the five (5) directors to be elected to the Brazoria County Appraisal District.

Each voting taxing unit nominates by resolution, one to five candidate(s) to fill the five (5) positions of the Board of Directors. These nominations must be submitted to the Chief Appraiser before October 15, 2013.

Please address all submissions to Cheryl Evans, Chief Appraiser, at the above address.

Sincerely,



Cheryl Evans  
Chief Appraiser

CE/td

**BRAZORIA COUNTY APPRAISAL DISTRICT**

**MEMBERS OF THE BOARD**

Ryan Cade  
Ro'Vin Garrett  
William Hasse  
Ruby Jo Knight  
Glenn Salyer  
Susie Tyler

**CHIEF APPRAISER**  
Cheryl Evans  
500 North Chenango  
Angleton, Texas 77515  
979-849-7792  
Fax 979-849-7984

**MEMO**

To: All Voting Taxing Units  
From: Cheryl Evans, Chief Appraiser  
Subject: 2013 Board of Directors Election For  
Years 2014 - 2015  
Date: August 30, 2013

*Cheryl  
Evans*

---

Senate Bill 359 of the 2013 Texas Legislature states that Junior College Districts are to be added as a voting member of appraisal districts for the selection of directors to serve on the appraisal district board. Effective immediately on 6/14/2013.

Section 6.03, Property Tax Code, establishes the selection process for Appraisal District Directors.

If you have any questions or concerns in this matter, please don't hesitate to call me.

## NOTICE OF PUBLIC BUDGET HEARING

**BE IT KNOWN** that on Monday, September 9th, 2013, beginning at 6:00 o'clock, p.m., the City Council of the City of Freeport, Texas, will conduct a **PUBLIC HEARING** at the Police Department Municipal Courtroom of the City of Freeport, Texas, located therein at 430 North Brazosport Boulevard, on the **PROPOSED BUDGET** of the City for the **FISCAL YEAR 2013-2014**, which may be **EXAMINED** on request at the Office of the City Manager, 200 West Second Street, Freeport, Texas 77541, during normal business hours. **WRITTEN COMMENTS** concerning the budget must be mailed to arrive at or be delivered in person to the office of the City Manager at such office prior to 5:00 p.m. on the day of such hearing. **VERBAL COMMENTS** will be accepted at the time of the hearing.

---

**Delia Muñoz, City Secretary**  
**City of Freeport, Texas**

**NOTE:** Publish once at least fifteen (15) days before the date of the hearing.

ORDINANCE NO. 2013-2044

**AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ADOPTING A BUDGET FOR THE FISCAL YEAR 2013-2014 FOR THE CITY; PROVIDING FOR THE FILING THEREOF; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, the City of Freeport, Texas, (hereinafter sometimes "the City") is a "Home Rule City" and a "Home Rule Municipality" lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,**

**WHEREAS, Article 9 of the Home Rule Charter of the City requires the adoption of an annual budget; and,**

**WHEREAS, under Section 102.001(b) of the Local Government Code, because the City has a city manager form of government, the city manager is the budget officer of the City municipality and under Section 102.002 of said Code and Chapter 9 of said Charter, the city manager is required to prepare a proposed annual budget for the municipality and, under Section 102.03(a) of said Code and Chapter 9 of said Charter, is required to file the same with the city secretary before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year; and,**

**WHEREAS, under Chapter 9 of said Charter, the governing body of the municipality is required to adopt a budget not later than fifteen (15) days prior to the beginning of the fiscal year; and,**

**WHEREAS, under Section 102.006(a) and (b) of the Local Government Code and Chapter 9 of said Charter, the governing body of the municipality is required to conduct a public hearing on such proposed annual budget; and**

**WHEREAS, under Section 102.006( c) of the Local Government Code and Chapter 9 of said Charter, public notice of the date, time and location of such hearing must be given, under Section 102.0065. and Section 102.011 of said Code the provisions of said Charter control as to the method of giving such notice and under Chapter 9 of said Charter said notice must be published at least 15 days before the date of such hearing in the official newspaper of the City; and,**

**WHEREAS, under Section 102.006(b) of the Local Government Code, the public hearing on the proposed annual budget must be held before the date the governing body makes its tax levy for the**

fiscal year covered by such budget, under Section 102.007( c) of said Code and Chapter 9 of said Charter, at the conclusion of such hearing, the governing body must take action on such proposed annual budget and under Section 102.009(a) of said Code and Chapter 9 of said Charter, the governing body of the City may levy taxes only in accordance with such budget.

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

**SECTION ONE (1) - Findings of Fact**

In connection with the adoption of the 2012-2013 ANNUAL BUDGET, the City Council hereby makes the following findings:

(1) The proposed budget for the City's Fiscal Year 2013-2014, a copy of which is attached hereto as Exhibit "A", is the result of several workshop meetings, each of which were conducted in accordance with and notice of each of which was given in the manner required by the Texas Open Meetings Act, now codified as Chapter 551 of the Government Code.

(2) On the 8<sup>th</sup> day of July, 2013, the City Manager filed with the City Secretary the original of such proposed annual budget.

(3) A public hearing on such proposed budget was held on the 9<sup>th</sup> day of September, 2013, beginning at 6:00 p.m., in the Municipal Courtroom of the Police and Courts Building of the City of Freeport, Texas, located therein at 430 Brazosport Boulevard.

(4) Notice of such hearing was published in the Brazosport Facts, the official newspaper of the City, on the 14<sup>th</sup> day of August, 2013.

(5) This ordinance is being adopted at the conclusion of such hearing and on the same date as the date on which such hearing was held.

(6) The contingent appropriations in such budget do not exceed three percent (3%) of the total budget appropriations.

(7) The estimated expenditures of the General Fund and Debt Service Fund stated in such budget do not exceed total estimated resources of each fund.



**SECTION TWO (2) - Proposed Annual Budget Adopted; Appropriations**

The PROPOSED ANNUAL BUDGET for the City's FISCAL YEAR 2013-2014, in its complete form, as heretofore filed with the City Secretary, and with any changes thereto made following such workshop meetings and the public hearing mentioned above, attached hereto and made a part hereof as Exhibit **A**, is hereby ADOPTED; and the several amounts set forth therein as proposed expenditures are hereby APPROPRIATED to and for the objects and purposes therein specified.

**SECTION THREE (3) - Filing of Copies**

A copy of this ordinance and of the attached complete copy of such budget, attached hereto as Exhibit **A**, shall be filed with the City Secretary of the City of Freeport, Texas and shall be maintained with the official records of the City. Certified copies thereof shall be filed by the City Secretary with the County Clerk of Brazoria County, Texas and the office of the State Comptroller of Public Accounts for the State of Texas.

**SECTION FOUR (4) - Severance Clause**

Any section or provision of this ordinance found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction 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 FIVE (5) - Effective Dates**

This ordinance shall be effective from and after its passage and the annual budget adopted hereby shall be in effect for the Fiscal Year of the City beginning October 1, 2013, and ending September 30, 2014.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Norma Moreno Garcia, Mayor  
City of Freeport, Texas

**ATTEST:**

---

**Delia Muñoz, City Secretary,  
City of Freeport, Texas**

**APPROVED AS TO FORM ONLY:**

---

**Wallace Shaw, City Attorney,  
City of Freeport, Texas**

**C:\Freeport.Ord\2013-2014 Budget-Ord**

**NOTICE OF PUBLIC HEARING FOR THE  
EVALUATION OF THE JUVENILE CURFEW ORDINANCE**

**BE IT KNOWN** that on Monday, October 7, 2013, beginning at 6:00, p.m., the City Council of the City of Freeport, Texas, will conduct a **PUBLIC HEARING** at the Police Department Municipal Courtroom of the City of Freeport, Texas, located therein at 430 North Brazosport Boulevard, pursuant to Chapter 370.002 of the Local Government Code and Division (A) of Section 130.99 of the Code of Ordinances of said city, to **REVIEW THE JUVENILE CURFEW ORDINANCE** of said city, codified as Sections 130.20 through 130.99 of said Code of Ordinances, for purpose of determining whether or not to abolish, continue or modify said ordinance. **WRITTEN COMMENTS** concerning said ordinance may be mailed to the office of the City Manager, 200 W. 2nd St., Freeport, TX 77541, and will be considered if such comments arrive at such office prior to 5:00 p.m. on the day of such hearing. **VERBAL COMMENTS** will be accepted at the time of the hearing.

---

**Delia Munoz, City Secretary  
City of Freeport, Texas**

**NOTE: Publish once at least ten (10) days before  
the date of the hearing.**

COUNTY OF BRAZORIA )(

CITY OF FREEPORT )(

BE IT REMEMBERED that the Planning and Traffic Commission of the City of Freeport, Texas met in a called meeting on, **Tuesday, September 3, 2013 at 6:00 P.M.** at the Police Department Conference Room, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

**Planning Commission:**

**Edward Garcia – Chairman  
Reuben Cuellar  
Tobey Davenport  
Jesse Aguilar  
Eddie Virgil**

**Staff:** Melissa Farmer  
Kola Olayiwola  
Wallace Shaw

**Guests:** Eric Hayes  
Lila Diehl  
Clan Cameron  
Loren S. Hayes

**Open Meeting.**

Mr. Edward Garcia called meeting to order at 6:00 P.M.

**Invocation.**

Mr. Wallace Shaw opened the meeting with a prayer.

**Discuss/consider making a recommendation to the City Council to schedule a Joint Public Hearing to grant a Specific-Use Permit to Mr. Eric Hayes to construct an RV Park on Brazosport Boulevard, B C I C DIV 14, Lots 92 and 93, Freeport, Texas.**

Ms. Eddie Virgil had some concerns about the RV Park being located at the entrance of Freeport.

Mr. Tobey Davenport made a motion to send a recommendation to City Council to call a Joint Public Hearing to grant Mr. Eric Hayes a Specific-Use permit to construct an RV Park on Brazosport Boulevard, seconded by Mr. Jesse Aguilar, Jr., by a vote of 4-to-1, with Ms. Eddie Virgil voting against, the motion passed.

**AMENDED BYLAWS OF  
CITY OF FREEPORT REDEVELOPMENT AUTHORITY,  
A LOCAL GOVERNMENT CORPORATION**

**ARTICLE I. PURPOSES**

The City of Freeport Redevelopment Authority, a local government corporation, (the "Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of the City of Freeport (the "City") in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation, to aid and assist the City, and the Urban Renewal Authority of the City in the purchase and sale of land and improvements and the engineering, financing, design, construction, maintenance and operation of certain public improvements located within or around the Velasco Townsite in order to facilitate the redevelopment and development of such Townsite, all as approved by the City Council of the City.

The Corporation is formed pursuant to the provisions of Subchapter D, Chapter 431, of the Texas Transportation Code ("Chapter 431") as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the City to accomplish any governmental purpose of the City and to engage in activities in the furtherance of the purposes for its creation. The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under Chapter 431 including, without limitation, the Texas Nonprofit Corporation Law, Chapter 22, Business Organizations Code.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to

enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local governmental corporation pursuant to Chapter 431 and shall be a governmental unit within the meaning of Section 101.001, Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq. Civil Practice and Remedies Code. The Corporation shall have the power to acquire and sell land in accordance with Chapter 431, Transportation Code and Chapter 374, Local Government Code, as amended from time to time.

## **ARTICLE II. BOARD OF DIRECTORS**

**Section 1. Appointment, Powers, Number, and Term of Office.** All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of five (5) persons who shall be the Mayor and Council Members of the City Council of the City, as evidenced by the approval of the Certificate of Formation by the City Council. Each Director shall serve for a term coterminous with their office as a member of the City Council or as Mayor. Subsequent Directors shall be appointed by the City Council of the City. The initial terms shall begin on the approval of the Certificate of Formation by the Texas Secretary of State and shall end on the date such office as Council Member or Mayor thereafter terminates. Each subsequent Director shall serve for a term of two (2) years or until his or her successor is appointed by the City Council of the City, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. The number of Directors may only

be increased or decreased by an amendment to the Bylaws, with the written consent of the City Council.

If any of the following persons are not serving as a member of the Board, he or she shall serve as an ex-officio, non-voting member of the Board:

- 1) City Manager
- 2) City Attorney

**Section 2. Meetings of Directors.** The Directors may hold their meetings and may have an office and keep the books of the Corporation at the City Hall, or such other place or places within the City as the Board may from time to time determine; provided, however, in the absence of any such determination, the City Hall shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Texas Government Code (the "Open Meetings Act").

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act").

**Section 3. Annual Meetings.** The annual meeting of the Board shall be held at the date, time and at the location in the City designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

**Section 4. Regular Meetings.** Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

**Section 5. Special and Emergency Meetings.** Special and emergency meetings of the Board shall be held whenever called by the President of the Board or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called. The

Secretary shall give notice of each special meeting in person, by telephone, electronic transmission (e.g., facsimile transmission or electronic mail) or mail at least three (3) days before the meeting to each Director. Notice of each emergency meeting shall also be given in the manner required of the City under the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting.

**Section 6. Quorum.** A majority of the voting members of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Certificate of Formation, or by the Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of the action.

**Section 7. Conduct of Business.** At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine. At all meetings of the Board, the President of the Board shall preside, and in the absence of the President, the Vice President shall preside. In the absence of the



President and the Vice President, an acting presiding officer shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

**Section 8. Executive Committee, Other Committees.** The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Corporation, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

**Section 9. Compensation of Directors.** Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, however, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacity) which are reasonable and necessary in carrying out the Corporation's purposes. A Director may be reimbursed for reasonable travel, lodging and related expenses incurred by the Director on behalf of the Corporation upon the approval of the Board.

**Section 10. Board of Advisory Directors.** The Board may establish a Board of Advisory Directors composed of members who are, in the judgment of the Board, qualified to advise with respect to the activities of the Authority. Members of the Advisory Board of Directors shall serve for a term of one (1) year or such longer term as may be fixed by the Board, not to exceed four (4) years. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors shall be fixed from time to time by the Board. The officers and Directors of the Authority may consult with the Advisory Board of the Authority but the Board of Advisory Directors shall in no way restrict the power of the Board nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for the management of the affairs of the Authority. Advisory Directors shall not receive any salary or compensation for their services as Advisory Directors; provided, that nothing contained herein shall be construed to preclude any Advisory Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than an "Advisory Director" capacity) which are reasonable and necessary in carrying out the Authority's purposes.

**Section 11. Director's Reliance on Consultant Information.** A Director shall not be liable if while acting in good faith and with ordinary care, the Director relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

### **ARTICLE III. OFFICERS**

**Section 1. Titles and Term of Office.** The officers of the Corporation shall be the President, the Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that one person shall not concurrently hold the offices of President and Secretary. The term of office for each officer shall be conterminous with each Director's term of office as a Council Member of the City Council or Mayor. Officers may be re-elected.

**Section 2. Powers and Duties of the President.** The President shall be a member of the Board and shall preside at all meetings of the Board. The President shall be the principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President or any Vice President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The President shall have such other duties as are assigned by the Board. The President may call special and emergency meetings of the Board. The President may call special and emergency meetings of the Board as provided in these Bylaws.

**Section 3. Powers and Duties of the Vice President.** The Vice President shall be a member of the Board. The Vice President shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken. A Vice President

shall have such other powers and duties as may be assigned to him or her by the Board or the President.

**Section 4. Treasurer.** The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her cash account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Treasurer need not be a member of the Board, and may be an employee of the City.

**Section 5. Secretary.** The Secretary shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may

direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board. The Secretary need not be a member of the Board, and may be an employee of the City.

**Section 6. Compensation.** Officers may be entitled to receive no salary or compensation for personal services as an Officer of the Corporation.. Board members, even if Officers, are not entitled to compensation except as otherwise provided in Article II, Section 9. An Employee of the City serving as Secretary or Treasurer may receive compensation and other payment in the same manner as a City Employee.

**Section 7. Officer's Reliance on Consultant Information.** In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation, including members of the Board; or
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

#### **ARTICLE IV. MISCELLANEOUS PROVISIONS**

**Section 1. Fiscal Year.** The fiscal year of the Corporation shall be the same as the City, or such other consecutive twelve-month period determined by the Corporation and approved by the City.

**Section 2. Seal.** The seal of the Corporation shall be such as from time to time may be approved by the Board.

**Section 3. Notice and Waiver of Notice.** Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

**Section 4. Resignations.** Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

**Section 5. Gender.** References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

**Section 6. Appropriations and Grants.** The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

## **ARTICLE V. INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 1. Right to Indemnification.** Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a

party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

**Section 2. Advance Payment.** The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable

expenses incurred by a person of the type entitled to be indemnified under Section 1 of the Article who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director, officer or person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

**Section 3. Indemnification of Employees and Agents.** The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venture proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

**Section 4. Appearance as a Witness.** Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding



involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

**Section 5. Non-exclusivity of Rights.** The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation of the Corporation or these Bylaws, agreement, vote of disinterested Directors or otherwise.

**Section 6. Insurance.** The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

**Section 7. Notification.** Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12- month period immediately following the date of the indemnification or advance.

**Section 8. Savings Clause.** If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines

and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

## **ARTICLE VI. MINORITY AND DISADVANTAGED BUSINESS**

The Authority shall attempt to stimulate the growth of disadvantaged businesses inside the City by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Authority contracts. The Authority shall establish one or more programs designed to increase participation by disadvantaged businesses in contract awards which will conform to City approved programs. Any program established by the Authority shall provide that disadvantaged businesses certified by the City shall be the disadvantaged businesses certified for Authority contracts.

## **ARTICLE VII. CODE OF ETHICS**

### **Section 1. Policy and Purposes.**

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

**Section 2. Conflicts of Interest.**

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the second degree by affinity (marriage relationship) or the third degree by consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be peculiarly affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the

Board has a similar interest in the same action or if all other similar business entities in the City will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

**Section 3. Acceptance of Gifts.** No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a Director or officer,

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer; or

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest, if reported as may be required by law.

**Section 4. Bribery.** A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of duty imposed by law on the Director or officer.

**Section 5. Nepotism.** No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

#### **ARTICLE VIII. AMENDMENTS**

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However,

any proposed change or amendment to the Bylaws must be approved by the City Council of the City to be effective.

NOTICE OF PUBLIC MEETING  
THE FREEPORT CITY COUNCIL  
**FREEPORT URBAN RENEWAL AGENCY**  
**MONDAY, SEPTEMBER 9<sup>TH</sup>, 2013, 6:00 P.M.**  
FREEPORT MUNICIPAL COURT ROOM  
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.  
FREEPORT, TEXAS

AGENDA  
FORMAL SESSION

1. Call to order.
2. **Joint Public Hearing:** A Joint Public Hearing between the Urban Renewal Agency and the Freeport City Council to discuss and review approving an earnest money contract between the Urban Renewal Agency and the Freeport Redevelopment Authority.
3. Discuss and consider approving an earnest money contract between the Urban Renewal Agency and the City of Freeport Redevelopment Authority.
4. Adjourn

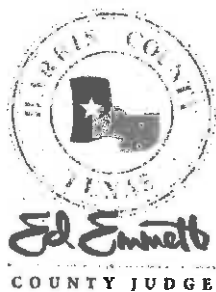
This notice is posted pursuant to the Texas Open Meetings Act (Chapter 551, Government Code).

In compliance with the Americans with Disabilities Act, the Urban Renewal Agency will provide for reasonable accommodations for persons attending the Urban Renewal meeting. Request should be received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, N. C. Hickey, Executive Director for the Urban Renewal Agency hereby certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, September 6th 2013 at or before 5:00 p.m.

---

N. C. Hickey, Executive Director  
City of Freeport, Texas



9/3/2013

Jeff Pynes, City Manager  
City of Freeport  
200 West Second Street  
Freeport, TX 77541

RE: FY2010 Port Security Grant Program: Sub-Grantee Award Agreement  
IJ #1 \$4,484,329.00

Dear Mr. Pynes:

Enclosed are five (5) original grant modifications requiring countersignatures. Please return four (4) to Kenya Wilson as soon as possible for further processing.

Thank you for your prompt response to this request.

Sincerely,

Doug Adkinson, Criminal Justice Advisor  
Office of County Judge Ed Emmett

DA/clw

Pg. 756



**HARRIS COUNTY**

**PORT SECURITY GRANT PROGRAM**

**GRANT MODIFICATION BETWEEN HARRIS COUNTY, AS FIDUCIARY AGENT, AND SUB-GRANTEE**

<b>1. SUB-GRANTEE NAME AND ADDRESS (including Zip code)</b> City of Freeport 200 W. Second Street Freeport, TX 77541	<b>3. GRANT NUMBER</b> 2010-PU-T0-K002
	<b>4. DATE</b> August 20, 2013
<b>2. PROJECT NAME</b> Port Information Network in the Freeport regional area	<b>5. INVESTMENT JUSTIFICATION (IJ) #</b> 1

**SECTION I. FINANCIAL CHANGES**

<b>6. PREVIOUS GRANT AWARD AMOUNT</b>	\$	4,484,329.00
<b>7. APPROVED ADJUSTMENT</b>	\$	<u>0.00</u>
<b>8. ADJUSTED AWARD AMOUNT</b>	\$	<u><u>4,484,329.00</u></u>

**SECTION II TERM CHANGES**

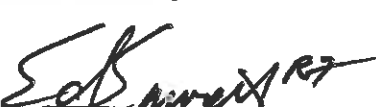
**9. CHANGE GRANT PERIOD**                      **FROM:** 06/01/2010 - 05/31/2013                      **TO:** 06/01/2010 - 05/31/2014

**SECTION III SCOPE CHANGES**

**10. CHANGE IN SCOPE OF WORK**                      **Approved by FEMA on**                      **N/A**

**SECTION IV SUMMARY**

**11. The Sub-Grantee understands and agrees that this Grant Adjustment Notice (GAN), along with the attached documents, shall be subject to and incorporated to the terms and conditions of the original agreement between the Fiduciary Agent and the Sub-Grantee.**

<b>APPROVALS</b>	
<b>HARRIS COUNTY</b>  By:  ED EMMETT, County Judge	<b>City of Freeport</b>  By: _____ Pg. 757 Name: _____ Title: _____

# HARRIS COUNTY

## PORT SECURITY GRANT PROGRAM

### GRANT MODIFICATION BETWEEN HARRIS COUNTY, AS FIDUCIARY AGENT, AND SUB-GRANTEE

<b>1. SUB-GRANTEE NAME AND ADDRESS (including Zip code)</b> City of Freeport 200 W. Second Street Freeport, TX 77541	<b>3. GRANT NUMBER</b> 2010-PU-T0-K002
	<b>4. DATE</b> August 20, 2013
<b>2. PROJECT NAME</b> Port Information Network in the Freeport regional area	<b>5. INVESTMENT JUSTIFICATION (IJ) #</b> 1

#### SECTION I. FINANCIAL CHANGES

<b>6. PREVIOUS GRANT AWARD AMOUNT</b>	\$	4,484,329.00
<b>7. APPROVED ADJUSTMENT</b>	\$	<u>0.00</u>
<b>8. ADJUSTED AWARD AMOUNT</b>	\$	<u><u>4,484,329.00</u></u>

#### SECTION II. TERM CHANGES

**9. CHANGE GRANT PERIOD** FROM: 06/01/2010 - 05/31/2013 TO: 06/01/2010 - 05/31/2014

#### SECTION III. SCOPE CHANGES

**10. CHANGE IN SCOPE OF WORK** Approved by FEMA on N/A

#### SECTION IV. SUMMARY

**11.** The Sub-Grantee understands and agrees that this Grant Adjustment Notice (GAN), along with the attached documents, shall be subject to and incorporated to the terms and conditions of the original agreement between the Fiduciary Agent and the Sub-Grantee.

#### APPROVALS

HARRIS COUNTY

By:   
ED EMMETT, County Judge

City of Freeport

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pg. 758

# HARRIS COUNTY

## PORT SECURITY GRANT PROGRAM

### GRANT MODIFICATION BETWEEN HARRIS COUNTY, AS FIDUCIARY AGENT, AND SUB-GRANTEE

<b>1. SUB-GRANTEE NAME AND ADDRESS (including Zip code)</b> City of Freeport 200 W. Second Street Freeport, TX 77541	<b>3. GRANT NUMBER</b> 2010-PU-T0-K002
	<b>4. DATE</b> August 20, 2013
<b>2. PROJECT NAME</b> Port Information Network in the Freeport regional area	<b>5. INVESTMENT JUSTIFICATION (IJ) #</b> 1

#### SECTION I. FINANCIAL CHANGES

<b>6. PREVIOUS GRANT AWARD AMOUNT</b>	\$	4,484,329.00
<b>7. APPROVED ADJUSTMENT</b>	\$	<u>0.00</u>
<b>8. ADJUSTED AWARD AMOUNT</b>	\$	<u><u>4,484,329.00</u></u>

#### SECTION II. TERM CHANGES


**9. CHANGE GRANT PERIOD**      **FROM:** 06/01/2010 - 05/31/2013      **TO:** 06/01/2010 - 05/31/2014

#### SECTION III. SCOPE CHANGES

**10. CHANGE IN SCOPE OF WORK**      **Approved by FEMA on**      **N/A**

#### SECTION IV. SUMMARY

**11. The Sub-Grantee understands and agrees that this Grant Adjustment Notice (GAN), along with the attached documents, shall be subject to and incorporated to the terms and conditions of the original agreement between the Fiduciary Agent and the Sub-Grantee.**

<b>APPROVALS</b>	
<b>HARRIS COUNTY</b>	<b>City of Freeport</b>
By:  ED EMMETT, County Judge	By: _____ Name: _____ Title: _____

**HARRIS COUNTY**  
**PORT SECURITY GRANT PROGRAM**

**GRANT MODIFICATION BETWEEN HARRIS COUNTY, AS FIDUCIARY AGENT, AND SUB-GRANTEE**

<b>1. SUB-GRANTEE NAME AND ADDRESS (including Zip code)</b> City of Freeport 200 W. Second Street Freeport, TX 77541	<b>3. GRANT NUMBER</b> 2010-PU-T0-K002
	<b>4. DATE</b> August 20, 2013
<b>2. PROJECT NAME</b> Port Information Network in the Freeport regional area	<b>5. INVESTMENT JUSTIFICATION (IJ) #</b> 1

**SECTION I. FINANCIAL CHANGES**

<b>6. PREVIOUS GRANT AWARD AMOUNT</b>	\$	4,484,329.00
<b>7. APPROVED ADJUSTMENT</b>	\$	<u>0.00</u>
<b>8. ADJUSTED AWARD AMOUNT</b>	\$	<u><u>4,484,329.00</u></u>

**SECTION II. TERM CHANGES**

**9. CHANGE GRANT PERIOD**                      **FROM:** 06/01/2010 - 05/31/2013                      **TO:** 06/01/2010 - 05/31/2014

**SECTION III. SCOPE CHANGES**

**10. CHANGE IN SCOPE OF WORK**                      **Approved by FEMA on**                      **N/A**

**SECTION IV. SUMMARY**

**11. The Sub-Grantee understands and agrees that this Grant Adjustment Notice (GAN), along with the attached documents, shall be subject to and incorporated to the terms and conditions of the original agreement between the Fiduciary Agent and the Sub-Grantee.**

**APPROVALS**

<p align="center"><b>HARRIS COUNTY</b></p> <p>By: <u>Ed Emmett</u>                  ED EMMETT, County Judge</p>	<p align="center"><b>City of Freeport</b></p> <p align="right">Pg. 760</p> <p>By: _____                  Name: _____                  Title: _____</p>
---	--

# HARRIS COUNTY

## PORT SECURITY GRANT PROGRAM

### GRANT MODIFICATION BETWEEN HARRIS COUNTY, AS FIDUCIARY AGENT, AND SUB-GRANTEE

<b>1. SUB-GRANTEE NAME AND ADDRESS (including Zip code)</b> City of Freeport 200 W. Second Street Freeport, TX 77541	<b>3. GRANT NUMBER</b> 2010-PU-T0-K002
	<b>4. DATE</b> August 20, 2013
<b>2. PROJECT NAME</b> Port Information Network in the Freeport regional area	<b>5. INVESTMENT JUSTIFICATION (IJ) #</b> 1

#### SECTION I. FINANCIAL CHANGES

<b>6. PREVIOUS GRANT AWARD AMOUNT</b>	\$	4,484,329.00
<b>7. APPROVED ADJUSTMENT</b>	\$	<u>0.00</u>
<b>8. ADJUSTED AWARD AMOUNT</b>	\$	<u><u>4,484,329.00</u></u>

#### SECTION II. TERM CHANGES

**9. CHANGE GRANT PERIOD**                      **FROM:** 06/01/2010 - 05/31/2013                      **TO:** 06/01/2010 - 05/31/2014

#### SECTION III. SCOPE CHANGES

**10. CHANGE IN SCOPE OF WORK**                      **Approved by FEMA on**                      **N/A**

#### SECTION IV. SUMMARY

**11. The Sub-Grantee understands and agrees that this Grant Adjustment Notice (GAN), along with the attached documents, shall be subject to and incorporated to the terms and conditions of the original agreement between the Fiduciary Agent and the Sub-Grantee.**

#### APPROVALS

**HARRIS COUNTY**

By: Ed Emmett  
ED EMMETT, County Judge

**City of Freeport**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pg. 761

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
004401	Tax Abatement App	8/30/2013	500.00	500.00	0.00	500.00

TEXAS GULF BANK, N.A.  
 FREEPORT - CLUTE - ANGLETON  
 FREEPORT, TEXAS 77541  
 88-1548-1131

12539

ASSOCIATED BUILDERS AND CONTRACTORS OF  
 TEXAS GULF COAST, INC.

P.O. BOX 2680  
 FREEPORT, TX 77542  
 (979) 238-1616

CHECK DATE 8/30/2013  
 CONTROL NUMBER 012539  
 AMOUNT \*\*\*\*\*500.00

PAY Five Hundred and 00/100-- Dollars

TO THE ORDER OF

CITY OF FREEPORT  
 200 WEST 2ND STREET  
 FREEPORT, TX 77541

*[Handwritten Signature]*  
 AUTHORIZED SIGNATURE

⑈012539⑈ ⑆133815484⑆ 2001000128⑈

Security features. Details on back.

9801 9804 05



## Texas Gulf Coast Chapter

September 3, 2013

The Honorable Norma M. Garcia, Mayor of Freeport  
City of Freeport  
200 West Second Street  
Freeport, TX 77541

Dear Mayor Garcia:

Associated Builders and Contractors of Texas Gulf Coast, Inc. (ABC) is pleased to submit the enclosed tax abatement application for the potential construction of a new facility in Freeport. The board of ABC is considering investing approximately \$11 million in a new building to be constructed behind the current facility at 1400 N. Velasco Blvd., Freeport, Texas. The investment is expected to create 10 full-time jobs and 130 construction jobs at its peak.

The significant increase in industrial investments on the Texas Gulf Coast will require ABC to consider a new larger facility to meet the anticipated increase in demand for services. The new building is expected to be approximately 50,000 square feet, and will include modern computer labs, office space, meeting rooms, craft certification facilities, medical testing and health care facilities, as well as space for other services. The new facility is projected to provide a complete range of services for industrial contractors and employees including education, safety training, craft training, certifications, badging, security validation, business development, management education and information development.

ABC and its affiliated organizations, Merit Shop Training, Inc. and The Contractors' Safety Council of Brazosport, Inc. are registered non-profit entities which provide education, training, certifications and other services for industrial contractors, industry and their employees. ABC is an important ally with industry in meeting the demand for a qualified workforce capable of providing construction and maintenance services.

ABC requests the city consider a 7 year 100% tax abatement for the new building and equipment. If the board decides to move forward with the project, the beginning of construction and subsequent completion would fall within a range of possibilities. Accordingly, ABC requests that 2015 be the first year of tax abatement.



## Texas Gulf Coast Chapter

We have appreciated the assistance of the city staff in considering the potential road and infrastructure needs of the project, and wish to offer our thanks. Please let us know if you have any questions, or need additional information regarding our application.

Sincerely,



Gerald Andrews, Chairman

Enclosure



**APPLICANT INFORMATION**

Associated Builders and Contractors of  
Company Name: Texas Gulf Coast, Inc. Submittal Date: 9/3/2013

Address: 1400 N. Velasco Blvd., Freeport, Texas 77541

Name/Address/Telephone of Company contact on this project:

Terry McAlister, President

1400 N. Velasco Blvd., Freeport, Texas 77541 (979) 233-0148

**PROJECT INFORMATION**

Check type of facility to be abated:

- |                  |                                     |                               |                          |
|------------------|-------------------------------------|-------------------------------|--------------------------|
| Manufacturing    | <input type="checkbox"/>            | Regional Distribution         | <input type="checkbox"/> |
| Regional Service | <input checked="" type="checkbox"/> | Regional Entertainment Center | <input type="checkbox"/> |
| Research         | <input type="checkbox"/>            | Other Basic Industry          | <input type="checkbox"/> |

Proposed facility address and legal description: (attach exhibit if necessary):

1400 N. Velasco Blvd., Freeport, Texas 77541

See attached legal description.

Attach a map showing the site. (Attach as Exhibit)

Proposed facility located in the following taxing jurisdictions:

- |                            |  |
|----------------------------|--|
| School District            | Brazosport Independent School District |
| Drainage District          | Velasco Drainage District              |
| City                       | City of Freeport                       |
| Other Taxing Jurisdictions | Brazoria County                        |
|                            | Port Freeport                          |

Describe product or service to be provided: Please see the attached description of the  
proposed facility and services to be provided.

This application is for a: New Facility  Expansion

## PROJECT DESCRIPTION

Please attach a statement which:

1. fully explains the project;
2. describes the site and existing improvements;
3. describes all proposed improvements;
4. provides a list of improvements and fixed equipment

## ECONOMIC IMPACT INFORMATION

### A. Estimated cost of improvements:

Real Estate \$ 10,500,000

Personal Property \$ 500,000

### B. Permanent employment estimates:

If existing facility, current plant employment: 22

Estimated number of jobs retained: 22 Jobs created: 10

Number of employees anticipated at start up: 5 within 1 year 10

### C. Construction employment estimates:

Construction to start: Month Nov to Jan Year 2013/14

Construction to be completed: Month Dec Year 2014

Number of construction jobs anticipated:

At start: 20 Peak 130 Finish 20

### D. School District Impact Estimates: (for projects over \$5,000,000)

Number of families transferred to area: 3

Number of students added to ISD: 6

### E. City impact estimates:

Volume of treated water required from city: 1,500,000 Gal

Volume of effluent water to be treated by city: 1,500,000 Gal

Has permitting been started? Yes  No

F. Estimated appraised value on site:

	LAND	PERSONAL PROPERTY	IMPROVEMENTS
Valuation of existing property as of January 1 <sup>st</sup> , preceding this abatement application	\$ <u>135,650</u>	\$ <u>0</u>	\$ <u>0</u>
Valuation of personal property and Improvements, not subject to abatement, excluding exempt pollution control equipment, upon completion of the project subject to this application	\$ _____	\$ <u>50,000</u>	\$ _____
Estimated value, upon completion of project of exempt pollution control equipment	\$ _____	\$ _____	\$ _____
Estimated value of abated improvements after abatement agreement expires	\$ _____	\$ <u>250,000</u>	\$ <u>10,500,000</u>

G. Statement of planned efforts to use City of Freeport Vendors and services:

Please attach a statement describing willingness and planned efforts to use qualified City of Freeport vendors and services where applicable in the construction and operation of the facility.

**DECLARATION**

To the best of my knowledge, the above information is an accurate description of project details.

  
Company Official Signature

9/03/13  
Date Signed

Gerald Andrews, Chairman  
Printed Name and Title of Company Official

# **Associated Builders and Contractors of Texas Gulf Coast, Inc. City of Freeport – Tax Abatement Application**

## **Purpose of the Organization and Services Provided**

Associated Builders and Contractors of Texas Gulf Coast, Inc. (ABC) and its affiliated organizations have a primary function of providing education, training and services for industrial contractors and employees of industry in the Texas Gulf Coast region. ABC provides a multitude of services and is also the management organization for Merit Shop Training, Inc. and The Contractors' Safety Council of Brazosport, Inc. These organizations together are an important support structure for industry and provide critical services such as craft training, safety training, security verifications, business development tools, management education and information development. ABC and its affiliates are registered non-profit organizations.

ABC has been operating for many years in the Brazosport area, but has been at its current location on Velasco Boulevard since the 1990's. ABC and its affiliates have been providing services to industry in the Texas Gulf Coast region since the 1970's. Merit Shop Training, Inc. for instance began a craft training program initially held at the vocational building at Brazosport High School. Later this program was transferred to Brazosport College where it remains today. The focus is on meeting the needs of contractors and industry by providing the services wherever required including on occasion at high schools or contractor job sites.

## **Project Description**

The recently announced plans by The Dow Chemical Company and other large industrial employers to make substantial investments in new facilities and plant expansions has created a critical need for additional services from ABC and affiliates. The increase in contractor labor and new employees will significantly increase the need for education, certification, training and support services. After careful consideration of various alternatives, ABC has determined that existing facilities are inadequate to meet the future demand as the organization continues to service industrial contractors and employees.

The board of ABC decided to consider the construction of a new facility to meet the substantial increase in demand anticipated. One potential location for this facility is the undeveloped land at the existing ABC location of 1400 N. Velasco Blvd. in Freeport, Texas. The City of Freeport has committed to working closely with ABC in considering additional needs for road and infrastructure expansion. If ABC builds a new facility on the currently undeveloped land, existing facilities would continue to be utilized until the new building became available. The old facilities will then likely be demolished and the land will be available for other commercial use.

## **Project Description - continued**

The specific reinvestment zone for tax abatement purposes will include only the currently undeveloped land as indicated in the map and legal description provided.

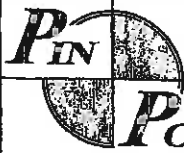
Preliminary analysis indicates a new facility which will meet the future needs of the organizations will require an estimated investment of \$11 Million. This investment will allow ABC to provide services for an estimated future demand that is three times the current level of services provided. The new building will enable the three organizations to handle training needs for future growth of industry through the expansion of services, specialty classes and field verifications. The design is intended to provide a one-stop shop for the services the organization provides.

The new building is anticipated to be approximately 50,000 square feet located in a one story building. It will include everything needed to meet the significant increase in services provided. This investment will create jobs for 10 additional full-time employees. Included in this application is a drawing providing a preliminary plan for the layout of the building, as well as the anticipated investment in personal property and equipment.

Specifically, the new facilities will include the following:

- Computer labs with 200 testing stations
- Classroom space and meeting rooms
- Office space
- Space for hands-on validation of skills and training
- Craft certification facilities
- Medical testing and health care service facilities
- Badging space for industry
- Tenant space for other services
- Kitchen facilities
- Parking for 400 vehicles

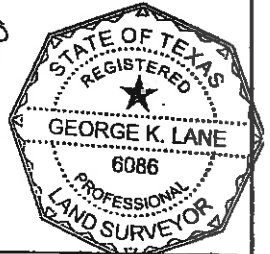
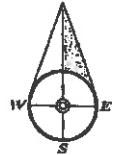
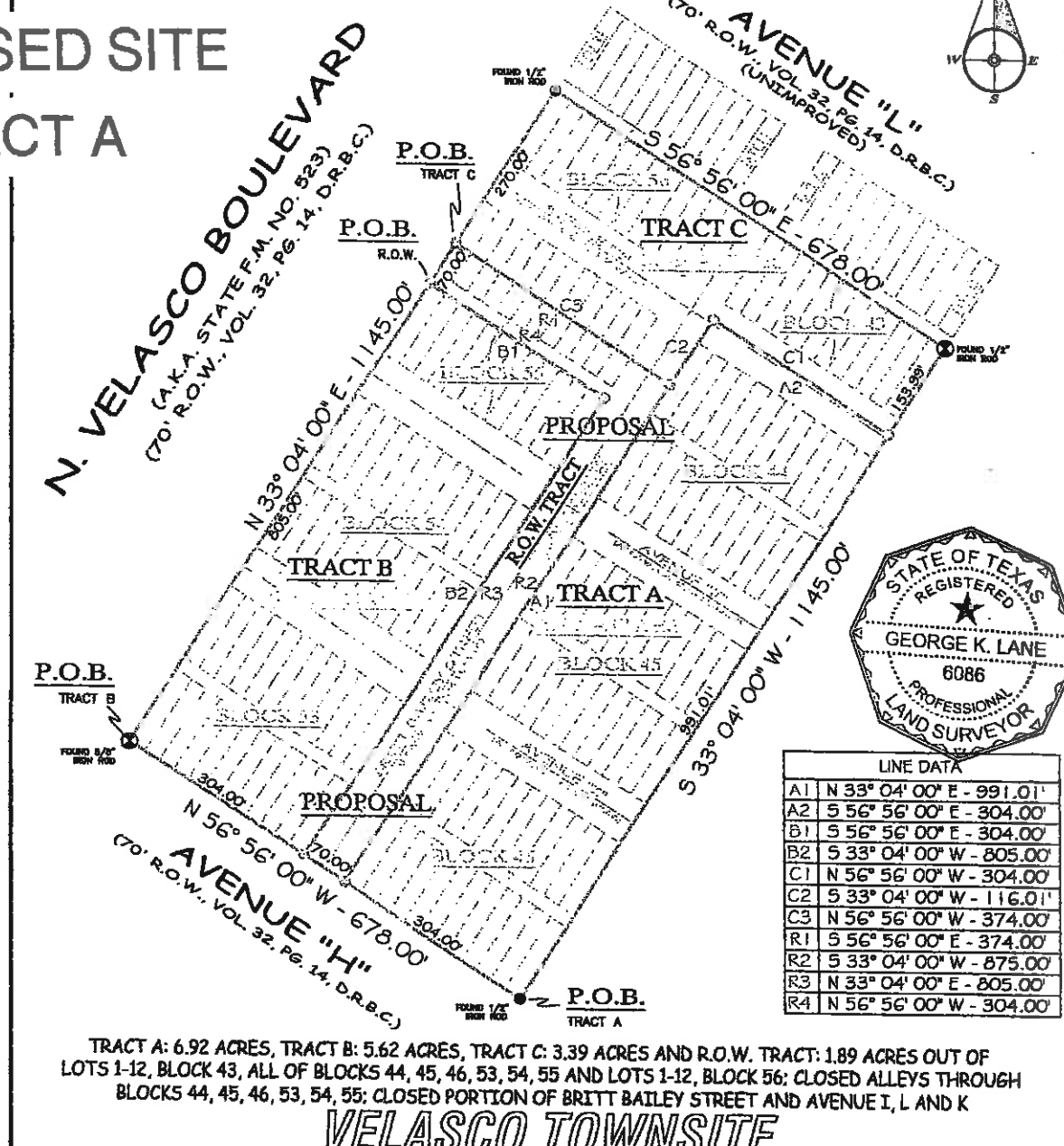
Building a new facility is a critically important decision for the future of Associated Builders and Contractors of Texas Gulf Coast, Inc. Extensive consideration has been given to the various options available. The organization is an important part of our industrial community, and the significant commitment companies are making to invest in new plants has created a critical need for sufficient capacity to support our industrial partners.



P.O. BOX 3344, LAKE JACKSON, TEXAS. 77566 (979) 299-3373

Surveying & Mapping, LLC

# PROPOSED SITE TRACT A



LINE DATA	
A1	N 33° 04' 00" E - 991.01'
A2	S 56° 56' 00" E - 304.00'
B1	S 56° 56' 00" E - 304.00'
B2	S 33° 04' 00" W - 805.00'
C1	N 56° 56' 00" W - 304.00'
C2	S 33° 04' 00" W - 116.01'
C3	N 56° 56' 00" W - 374.00'
R1	S 56° 56' 00" E - 374.00'
R2	S 33° 04' 00" W - 875.00'
R3	N 33° 04' 00" E - 805.00'
R4	N 56° 56' 00" W - 304.00'

TRACT A: 6.92 ACRES, TRACT B: 5.62 ACRES, TRACT C: 3.39 ACRES AND R.O.W. TRACT: 1.89 ACRES OUT OF LOTS 1-12, BLOCK 43, ALL OF BLOCKS 44, 45, 46, 53, 54, 55 AND LOTS 1-12, BLOCK 56; CLOSED ALLEYS THROUGH BLOCKS 44, 45, 46, 53, 54, 55; CLOSED PORTION OF BRITT BAILEY STREET AND AVENUE I, L AND K

COMMUNITY NO: 485467 PANEL NO: 0780 SUFFIX: L ZONE: AE BASE: 2" MAP REVISED: 11/17/93

I have consulted the HUD-FM Flood Hazard Boundary Map in the above described property and it is in a designated flood hazard area. The plot hereon is a true, correct and accurate representation of the property as determined by survey. The lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back and distance from property lines are as indicated. There are no encroachments, conflicts, or prohibitions, except as shown.

**NOTES:**  
PROPERTY SUBJECT TO RECORDS, RESTRICTIONS, REGULATIONS, & ORDINANCES (IF ANY) INCLUDING THOSE IN THE CITY OF FREETPORT:  
1. ALL PROPERTY CORNERS ARE 1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE.  
2. ALL TEMPORARY BENCHMARKS AND ELEVATIONS ARE BASED ON MGS BENCHMARK 153, DATUM: MDD 23, ELEV. 14.62', TBM 1: ELEV-2.24' TBM 2: 2.07' TBM 3: 2.1'  
3. EASEMENT GRANTED TO THE CITY OF FREETPORT PER (H) VOL. 80, PG. 876, O.A.B.C., SHOW ABOVE.  
4. ROAD AND ALLEYS VACATED BY CITY ORDINANCE 1439 RESERVED AS U.L. AND ORANGE EASEMENTS.

ABSTRACT AND TITLE INFORMATION WAS PROVIDED BY: GREAT AMERICAN TITLE  
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. BEARINGS ARE BASED ON THE RECORDED MAP OR PLAT, G.F. NO. 13977-5A1B1 DATED: 01/18/2013

ALL BUILDING LINES, EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED BY BUYER BEFORE COMMENCING CONSTRUCTION.

PREPARED EXCLUSIVELY FOR: ABC OF TEXAS GULF COAST, INC.  
This is to certify that I have made an on the ground survey of the property located at: 1400 NORTH VELASCO BOULEVARD, (A.K.A. STATE F.M. NO. 523), IN THE CITY OF FREETPORT, TEXAS.  
Tract A, Tract B, Tract C & R.O.W. Tract out of Lots 1-12, Block 43, all of Blocks 44, 45, 46, 53, 54, 55 and Lots 1-12, Block 56; all closed alleys through Blocks 44, 45, 46, 53, 54 and 55; closed portion of Britt Bailey Street and Avenue I, J and K within the aforesaid Blocks of Velasco Townsite, City of Freetport, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 32, Page 14, Deed Records, Brazoria County, Texas, more fully described by metes and bounds attached hereto.

Borrower(s):  
ASSOCIATES BUILDERS & CONTRACTORS OF THE TEXAS GULF COAST, INC.

Drawn by: FJS  
Job No.: 2013-1058  
Request: ABC  
Book No: 13PPO47  
Scale: 1" = 200'  
Date: 01/20/2013

**LEGEND**

- ASPHALT
- COVERED
- CONCRETE
- CREDULINK
- WOOD FENCE
- IRON FENCE
- CONVEYANCING MONUMENT
- SET 1/2 IR
- U.L. UTILITY BASEMENT
- A.L. AERIAL BASEMENT
- B.L. BUILDING LINE
- R.O.W. RIGHT-OF-WAY
- I.R. IRON ROD
- I.P. IRON PIPE
- FND. FOUND

Pg. 770  
  
George K. Lane, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6086



P.O. Box 3344 Lake Jackson, Tx 77566 (979) 299-3373 office (979) 299-3307 fax  
www.pinpointsurvey.com -- pinpointsurvey@sbcglobal.net

Tract A: 6.92 Acres  
Blocks 44, 45, 46 and a portion of Avenue I, J. & K  
Velasco Townsite  
Brazoria County, Texas

Tract A: Being a 6.92 acre tract of land being all of Blocks 44, 45, 46 together with a portion of abandoned right-of-way of Avenue I, J and K (Ordinance 1439) of Velasco Townsite recorded in Volume 32, Page 14, Deed Records of Brazoria County, Texas and being more fully described by metes and bounds as follows: (All bearings based on the Southeast line of Blocks 44, 45 & 46 - being South 33° 04' 00" West.)

**BEGINNING** at a ½" iron rod found in the Northeast right-of-way line of Avenue H (70' R.O.W. Vol. 32, Pg. 14, D.R.B.C.) for the South corner of Block 46 and the South corner and **TRUE PLACE OF BEGINNING** of the herein described tract;

**THENCE** North 56° 56' 00" West – 304.00 feet along the Northeast R.O.W. line of Avenue H to a ½" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" at the intersection of the Northeast R.O.W. line of Avenue H with the Southeast right-of-way line of Britt Bailey Street (70' R.O.W. Vol. 32, Pg. 14, D.R.B.C.) for the West corner of Block 46 and the herein described tract;

**THENCE** North 33° 04' 00" East – 991.01 feet along the Southeast R.O.W. line of Britt Bailey Street to a ½" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" in the R.O.W. of Avenue K for the North corner of the herein described tract;

**THENCE** South 56° 56' 00" East – 304.00 feet parallel with the Northeast line of Block 44 to a ½" iron rod set marked with a plastic cap labeled "PINPOINT RPLS 6086" for the East corner of the herein described tract;

**THENCE** South 33° 04' 00" West [Reference Bearing] – 991.01 feet along the Southeast line of Blocks 44, 45 and 46 to the **PLACE OF BEGINNING** and containing 6.92 acres of land, more or less. *This description is based on an actual survey made on the ground and is accompanied by a plat prepared under the direct supervision of George K. Lane, RPLS No. 6086 on January 20<sup>th</sup>, 2013.*

A handwritten signature in black ink, appearing to read "George K. Lane", is written over a horizontal line.

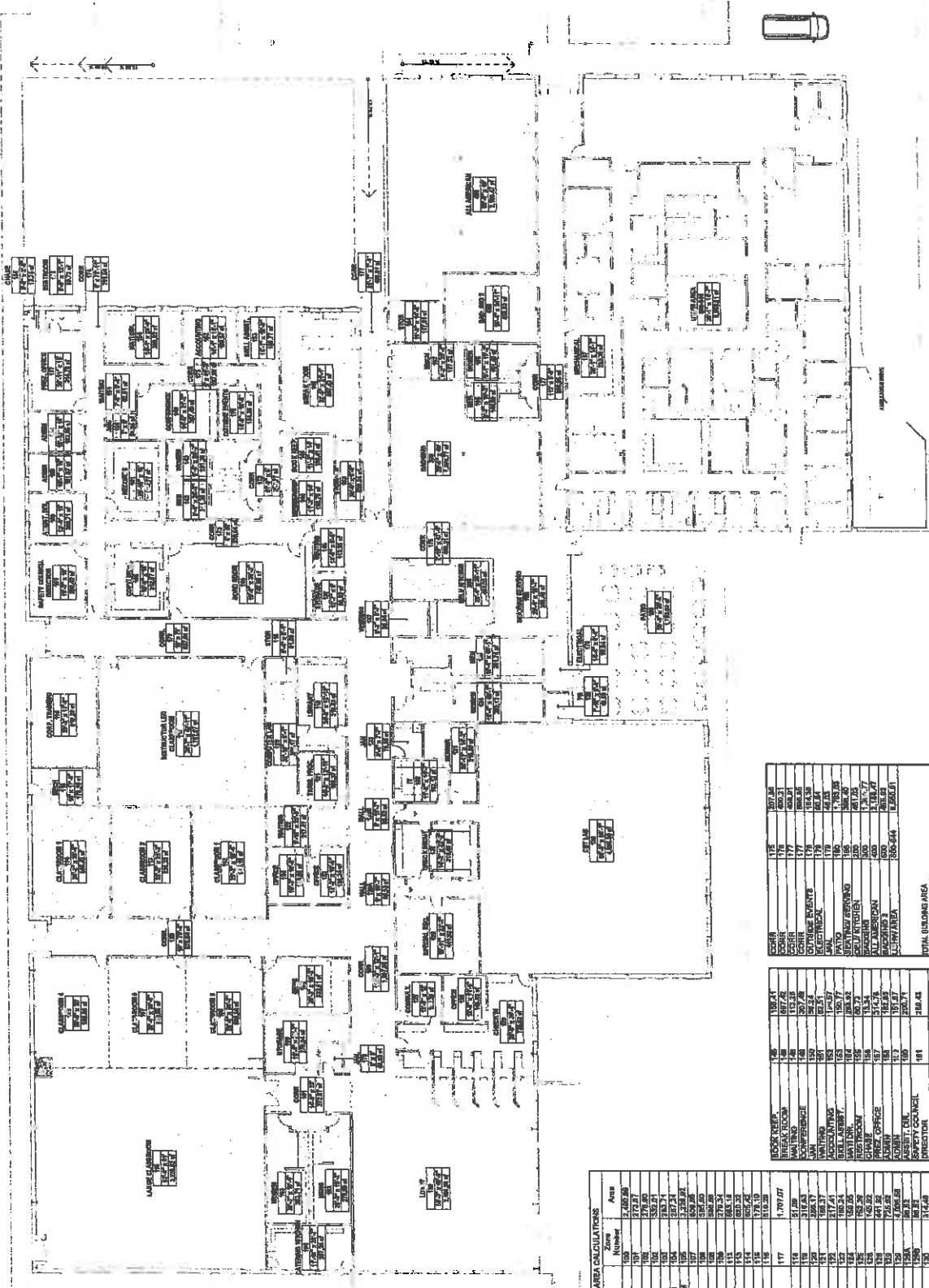
**George K. Lane, R.P.L.S.**  
Registered Professional Land Surveyor No. 6086  
P.O. Box 3344 Lake Jackson, Tx 77566  
(979) 299-3373 – phone (979) 299-3307 -- fax  
pinpointsurvey@sbcglobal.net -- email





# IMPROVEMENTS





**BUILDING AREA CALCULATIONS**

Zone Name	Number	Area
LOBBY	108	2,402.89
CONF	109	374.50
CONF	110	374.50
CONF	111	374.50
CONF	112	374.50
CONF	113	374.50
CONF	114	374.50
CONF	115	374.50
CONF	116	374.50
CONF	117	374.50
CONF	118	374.50
CONF	119	374.50
CONF	120	374.50
CONF	121	374.50
CONF	122	374.50
CONF	123	374.50
CONF	124	374.50
CONF	125	374.50
CONF	126	374.50
CONF	127	374.50
CONF	128	374.50
CONF	129	374.50
CONF	130	374.50
CONF	131	374.50
CONF	132	374.50
CONF	133	374.50
CONF	134	374.50
CONF	135	374.50
CONF	136	374.50
CONF	137	374.50
CONF	138	374.50
CONF	139	374.50
CONF	140	374.50
CONF	141	374.50
CONF	142	374.50
CONF	143	374.50
CONF	144	374.50
CONF	145	374.50
CONF	146	374.50
CONF	147	374.50
CONF	148	374.50
CONF	149	374.50
CONF	150	374.50
CONF	151	374.50
CONF	152	374.50
CONF	153	374.50
CONF	154	374.50
CONF	155	374.50
CONF	156	374.50
CONF	157	374.50
CONF	158	374.50
CONF	159	374.50
CONF	160	374.50
CONF	161	374.50
CONF	162	374.50
CONF	163	374.50
CONF	164	374.50
CONF	165	374.50
CONF	166	374.50
CONF	167	374.50
CONF	168	374.50
CONF	169	374.50
CONF	170	374.50
CONF	171	374.50
CONF	172	374.50
CONF	173	374.50
CONF	174	374.50
CONF	175	374.50
CONF	176	374.50
CONF	177	374.50
CONF	178	374.50
CONF	179	374.50
CONF	180	374.50
CONF	181	374.50
CONF	182	374.50
CONF	183	374.50
CONF	184	374.50
CONF	185	374.50
CONF	186	374.50
CONF	187	374.50
CONF	188	374.50
CONF	189	374.50
CONF	190	374.50
CONF	191	374.50
CONF	192	374.50
CONF	193	374.50
CONF	194	374.50
CONF	195	374.50
CONF	196	374.50
CONF	197	374.50
CONF	198	374.50
CONF	199	374.50
CONF	200	374.50

**TOTAL BUILDING AREA**  
BY: THE OFFICE OF ARCHITECTURE, BULF, TEXAS, TX

Room Name	Area	
CONF	115	374.50
CONF	116	374.50
CONF	117	374.50
CONF	118	374.50
CONF	119	374.50
CONF	120	374.50
CONF	121	374.50
CONF	122	374.50
CONF	123	374.50
CONF	124	374.50
CONF	125	374.50
CONF	126	374.50
CONF	127	374.50
CONF	128	374.50
CONF	129	374.50
CONF	130	374.50
CONF	131	374.50
CONF	132	374.50
CONF	133	374.50
CONF	134	374.50
CONF	135	374.50
CONF	136	374.50
CONF	137	374.50
CONF	138	374.50
CONF	139	374.50
CONF	140	374.50
CONF	141	374.50
CONF	142	374.50
CONF	143	374.50
CONF	144	374.50
CONF	145	374.50
CONF	146	374.50
CONF	147	374.50
CONF	148	374.50
CONF	149	374.50
CONF	150	374.50
CONF	151	374.50
CONF	152	374.50
CONF	153	374.50
CONF	154	374.50
CONF	155	374.50
CONF	156	374.50
CONF	157	374.50
CONF	158	374.50
CONF	159	374.50
CONF	160	374.50
CONF	161	374.50
CONF	162	374.50
CONF	163	374.50
CONF	164	374.50
CONF	165	374.50
CONF	166	374.50
CONF	167	374.50
CONF	168	374.50
CONF	169	374.50
CONF	170	374.50
CONF	171	374.50
CONF	172	374.50
CONF	173	374.50
CONF	174	374.50
CONF	175	374.50
CONF	176	374.50
CONF	177	374.50
CONF	178	374.50
CONF	179	374.50
CONF	180	374.50
CONF	181	374.50
CONF	182	374.50
CONF	183	374.50
CONF	184	374.50
CONF	185	374.50
CONF	186	374.50
CONF	187	374.50
CONF	188	374.50
CONF	189	374.50
CONF	190	374.50
CONF	191	374.50
CONF	192	374.50
CONF	193	374.50
CONF	194	374.50
CONF	195	374.50
CONF	196	374.50
CONF	197	374.50
CONF	198	374.50
CONF	199	374.50
CONF	200	374.50

## ABC - Project Personal Property and Equipment

Main Lab Computers	37,500
Main Lab Computer Tables	110,000
Main Lab Chairs (200)	6,000
Proctor Stations for Main Lab (4)	1,600
Servers for main Lab	9,000
Card printers for lab	3,000
ID scanners for check in	3,000
Chairs for check-in station (5)	1,000
Main Lobby Chairs	2,000
Lobby Monitors	2,000
Tables/Chairs Conference Rooms	26,250
Podiums for Classrooms	3,500
Tables/Chairs Classrooms	35,000
Projectors for Conference Room	7,500
Flat Screens for Classrooms	5,250
Flat Screens for Boardroom	2,250
Alternate lobby/waiting furniture	4,000
Desk/Chair/ Credenzas 16 Offices	25,000
MSTI Lab Computers/Monitors/Chairs	12,500
Library Chairs	400
Outside eating furniture	15,000
Deli furniture	2,400
Kitchen equipment (3 areas)	75,000
Filing cabinets	4,000
Records retention shelving system	1,000
Security Camera System	30,250
Phone System	30,000
Wireless access points	8,000
Stanchion kits for lobby	2,000
Trash receptacles	7,000
Smoking receptables	4,000
Ice Machines	6,000
Tables Chairs Executive Offices	3,600
Conference Room Table (2)	15,000
	500,000

**Associated Builders and Contractors of Texas Gulf Coast, Inc.  
City of Freeport – Tax Abatement Application**

**Economic Impact Information**

**Investment: \$11 Million**

**Full-Time Jobs Created: 10**

**Construction Jobs Created: 130 at Peak**

**In addition to the economic impact from the investment, construction and full-time job creation, the new building will enable ABC and affiliates to substantially increase the services provided in support of local industry. In the last year, the organization was able to provide training of 112,000 units. The expansion of industry is expected to increase the demand for these services to three times this level, with a significant increase in people coming to Freeport to receive these services.**

**The expansion of industry will provide economic benefits for the citizens of Freeport as employees, business owners and taxpayers. ABC and its affiliates are an important partner with industry in providing the needed support services. The investment in a new facility will enable the organization to meet the substantial increase in demand. ABC has appreciated the extensive support the City of Freeport has provided in the past and looks forward to continuing this relationship.**

## **Associated Builders and Contractors of Texas Gulf Coast, Inc. City of Freeport – Tax Abatement Application**

Associated Builders and Contractors of Texas Gulf Coast, Inc. and its affiliated organizations Merit Shop Training, Inc. and The Contractors' Safety Council of Brazosport, Inc. are committed to supporting local business in every way possible. As a supporting organization for local industrial contractors, business and industry, the organization strives to provide the services needed to preserve and promote economic expansion in Freeport. In consideration of the potential investment in a new facility, ABC is committed to efforts to use qualified City of Freeport vendors and service providers where applicable in the construction and operation of the facility. In discussions with potential general construction contractors, the importance of using Freeport businesses which can meet the requirements of the project has been emphasized, and the project team has been identifying qualified vendors and service providers.

**BRAZORIA COUNTY APPRAISAL DISTRICT  
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES  
AS OF JANUARY 1, 2013**

TO: CITY OF FREEPORT

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: September 3, 2013

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2013, for property of "**ASSOCIATED BUILDERS & CONTRACTORS OF TEXAS GULF COAST INC**" described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

<u>PERSONAL PROPERTY ACCOUNT(S).</u>	<u>APPRAISED VALUE(S)</u>
--------------------------------------	---------------------------

n/a

LAND ACCOUNT(S)

8110-0519-000*	\$360,890
----------------	-----------

IMPROVEMENT ACCOUNT(S)

8110-0519-000**	\$248,550
-----------------	-----------

Land = 6.92 ac @ \$19,602 = \$135,650\*  
Improvements = \$0\*\*

Certified this 3<sup>rd</sup> day of September, 2013.

BRAZORIA COUNTY APPRAISAL DISTRICT

  
Cheryl Evans, Chief Appraiser Pg. 117

**COMMERCIAL TAX ABATEMENT  
GUIDELINES AND CRITERIA**

**PROCEDURES**

**AND**

**APPLICATION**

**CITY OF FREEPORT, TEXAS**

**ECONOMIC DEVELOPMENT INCENTIVES  
CITY OF FREEPORT**

**I. Introduction**

The City of Freeport is committed to desirable economic development. A successful economic development program depends on a viable working relationship between all aspects of the public and private sector. In addition to insuring the protection of the environment and other natural resources as high priority, any attempts to stimulate the economy should be relatively assured of eventful positive economic effects on the City of Freeport's revenue raising capabilities.

This document describes guidelines and criteria to opportunities that the City may consider in attempts to assert positive economic development. Nothing herein shall imply or suggest that the City of Freeport is under obligation to afford these opportunities to any applicant.

All applicants shall be reviewed on a case by case basis. The customized design of a total incentives package is intended to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the City to respond to the changing needs of the community. Consideration will be given to applicants according to the criteria listed in this document.

**II. TAX ABATEMENT**

**A. Definitions**

1. **Abatement** means the full or partial exemption from ad valorem taxes on certain real property in a reinvestment zone designated by the city council for economic development purposes.
2. **Affected jurisdiction** means Brazoria County and any school district, the majority of which is located in the county and levies ad valorem taxes upon and provides services to property located within the proposed or any existing reinvestment zone designated by the city council.
3. **Agreement** means a contractual agreement between a property owner and/or lessee and an affected jurisdiction for the purposes of tax abatement.

4. *Base year value* means the assessed value of eligible property January 1 preceding the execution of the agreement, plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.

5. *City* means Freeport, Texas.

6. *Deferred maintenance* means improvements necessary for continued operations which do not improve productivity or alter the process technology.

7. *Distribution Center Facility* means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator, where a majority of the goods or services are distributed to points at least 50 miles from its location in Brazoria County, Texas.

8. *Expansion* means the addition of buildings, structures, machinery or equipment purposes of increasing production capacity.

9. *Facility* means property improvements completed or in the process of construction which together compromise an integral whole.

10. *Manufacturing facility* means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

11. *Modernization* means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

12. *New facility* means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

13. *Other basic industry* means buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services, which serve a market primarily outside the Brazoria Primary Metropolitan Statistical Area (PMSA) and result in the creation of new permanent jobs and create new wealth in the PSMA.



14. *Personal property* means tangible personal property located on the real property, excluding that personal property located on the real property prior to the period covered by the abatement agreement with the City, and other than inventory or supplies.

15. *Productive life* means the number of years a property improvement is expected to be in service.

16. *Regional entertainment facility* means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of users reside at least 50 miles from its location in Brazoria County.

17. *Research facility buildings* means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

18. *Reinvestment zone* means any area of the City which has been designated a reinvestment zone for tax purposes and which is located within the taxing jurisdiction of the City. It is the intent of the City to designate reinvestment zones on case by case basis in order to maximize the potential incentives for eligible enterprises to locate or expand within the City.

19. *Regional Service facility* means buildings and structures, including machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate at least 50 miles from the facilities location in Brazoria County.

20. *Value of property* means the assessed value of eligible property for purposes of ad valorem taxation.

B. General Criteria - All applicants should meet the following criteria before being considered for abatement.

1. The project expands the local tax base.

2. The project creates permanent full time employment opportunities.

3. The project in all likelihood would not otherwise be developed.

4. The project makes a contribution to enhancing further economic development.

5. The project must remain in good standing to all reasonable aesthetic and environmental concerns.

6. The project has not begun and no construction has commenced at time of application approval.

7. Companies seeking to qualify for tax abatement on the basis of job retention shall document that without the creation of a reinvestment zone and/or tax abatement, it will either reduce or increase operations.

8. The project should not have any of the following objections:

a. There would be substantial adverse affect on the provision of government service or tax base.

b. Insufficient financial capacity.

c. Planned or potential use of the property would constitute a hazard to public safety.

d. Planned or potential use of the property would give adverse impacts to adjacent properties; or,

e. Any violation of laws of the U.S. or State of Texas or ordinances of the City would occur.

f. Property owned or used by the State of Texas or its political subdivisions.

g. Property owned by an organization owned, operated or directed by a state political subdivision.

C. Specific Criteria - If the project in the application meets the general criteria, is a facility of a targeted enterprise and has a capital cost that exceeds \$50,000.00, then abatement of any or all of the increased value will be considered. In no case would tax abatement exceed the maximum allowed by state law, presently 100% for 10 years.

<u>Total Investment</u>	<u>Abatement Per Year</u>
\$50,000 to \$100,000	90% 85%
\$100,000 to \$1,000,000	90% 85% 80%
Over \$1,000,000	90% 85% 80% 75% 70% 65% 60%

#### DESIGNATION OF A REINVESTMENT ZONE

The City Council by ordinance must designate an area as a reinvestment zone. Prior to adopting such an ordinance the City Council must conduct a public hearing on the designation that entitles all interested persons to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, notice of the hearing must be:

1. Published in a newspaper having general circulation in the City.

2. Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone.

3. Should any affected jurisdiction be able to show cause in the public hearing why the grant of abatement will have a substantial adverse effect on its bonds, tax revenue, service capacity or the provision of services, that showing shall be reason for the City to deny any designation of the reinvestment zone, the granting of the abatement or both.

#### TAX ABATEMENT AGREEMENT

The City by resolution may enter into a tax abatement agreement in accordance with the criteria contained in this document. At least seven days before entering into the agreement, the City will deliver written notice of its intent to each taxing unit that is included in the reinvestment zone.

1. Any agreement will include, but not be limited to, the following specific items.

a. All appropriate stipulations included in the application as outlined by this document for a reinvestment zone and tax abatement agreement; and

b. The amount and duration of the tax abatement; and

c. A method for determining the qualifications of meeting the criteria and applicant's promise to meet and maintain these qualifications over the term of the agreement; the City will be allowed, upon written request and reasonable notice, to inspect and audit such records of the applicant as are necessary to substantiate that the applicant is meeting criteria agreed upon during the term of the abatement; and

d. A provision that in the event the agreement is not kept, the tax abatement agreement will be determined null and void and all abated taxes will be paid immediately to the City and all other taxing units participating in the agreement; and

e. Any and all other statutory requirements pertaining to municipal tax abatement agreements, including but not limited to those requirements set forth in Section 312.205 of the State Tax Code (Vernon's 1992 with 1976 supplement), as amended.

2. Eligible Property. Abatement may be extended to the value of buildings, structures, fixed machinery, equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility. The economic life of the property and improvements must exceed the life of the abatement agreement.

a. Abatement may be granted to new facilities;

b. Abatement may be granted for improvements to existing facilities for purposes of modernization and expansion.

3. Recapture

a. In the event that the facility is completed and begins producing goods and/or services, but subsequently discontinues such production for any reason excepting fire, explosion or other casualty or natural disaster for a period of one year during the abatement period, then the agreement shall terminate and so shall the abatement of taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for the calendar year shall be paid to the City within (60) days from the termination.

b. Should the City determine that the company or individual is in default according to the terms and conditions of the abatement agreement, the City shall notify the company or individual, in writing, at the address stated in the agreement, and if such non-compliance is not resolved within (60) days from the date of such notice, then the agreement shall be terminated.

c. In the event that the company or individual:

(1). allows its ad valorem taxes owed the City or affected jurisdiction to become delinquent and fails to timely and properly follow legal procedures for their protest and/or contest, or

(2). violates any of the terms and conditions of the abatement agreement and fails to resolve such violations with sixty (60) days from the date of written notice of such violations, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within (60) days of the termination.

4. Upon completion of construction, the City shall annually evaluate each facility receiving abatement to ensure compliance with the agreement and report possible violations to the City Council and the City Attorney.

5. The City must deliver a report to the Texas Comptroller's Office describing the guidelines and criteria, reinvestment zone, terms of any abatement agreements, and any other information required by the Comptroller. The reports will be submitted by March 31 of the year following the designation of a zone or the execution of a tax abatement.

#### APPLICATION FOR TAX ABATEMENT INSTRUCTIONS

1. Attach additional pages if there is not enough space allotted to answer questions on the application.

2. Applicants and projects must meet the requirements established by the City of Freeport Guidelines and Criteria in order to receive positive consideration.

3. Applicants must submit an application processing fee in the amount of Five Hundred Dollars (\$500) or one percent (1%) of the value of the proposed improvement(s), whichever is less, to cover cost to the City of attorney's fees and legal notices to be published.

4. Applicants must submit an adequately definitive legal description that sufficiently describe the tract(s) of land comprising the proposed reinvestment zone (tax abatement area) upon which the new facility, expansion or modernization project will be located. Applications with insufficient or indefinite legal descriptions will be returned to the applicant for amendment such applications will not be considered for hearing until corrected.

5. Applicant must submit the attached *Certification of Appraised Value of Properties* form which is part of this application.

This certification should cover the proposed tax abatement area and it is the responsibility of the applicant to obtain this information from the Brazoria County Appraisal District.

#### APPLICANT INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the new application a copy of their latest annual report to the stockholders.

Other applicants and new companies should attach a statement showing:

- (1). when the company was established
- (2). business references (name, contact person, accountant, attorney)
- (3). may be required to submit an audit financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in the General Criteria of the Guidelines may receive abatement. Check guidelines definitions to see if project qualifies.

If the project is a Regional Entertainment Facility, Regional Service Facility, Regional Distribution Center Facility or other basic industry, include the following items;

- (1). market studies
- (2). business plans
- (3). agreements or other materials demonstrating that the facility is intended to serve a market of which the majority is substantially outside the City of Freeport.

ECONOMIC MARKET

**Permanent Employment Estimates**

In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

**Estimated Appraised Value on Site**

The value on January 1 preceding abatement should be the value established by the Brazoria County Appraisal District. If the applicant must estimate value because taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least fifty thousand dollars (\$50,000) after the period of abatement expires. Projections of value should be a best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project related improvements such as an office in excess of that used for plant administration, housing, etc.

APPLICATION FOR TAX ABATEMENT  
COMMERCIAL/INDUSTRIAL

This application should be filed at least ninety (90) days prior to the beginning of construction or the installation of equipment. This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

Original copy of this application and attachments should be submitted to:

City Manager  
City of Freeport  
200 West Second Street  
Freeport, TX 77541

Pg. 786

APPLICANT INFORMATION

Company Name: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

Sole Proprietor ( ) Partnership ( ) Corporation ( ) Other: \_\_\_\_\_ ( )

Address: \_\_\_\_\_

Name/Title/Address/Telephone of Company contact on this project:

\_\_\_\_\_  
\_\_\_\_\_

PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	( )	Regional Distribution	( )
Regional Service	( )	Regional Entertainment Center	( )
Research	( )	Other Basic Industry	( )

Proposed facility address and legal description: (attach exhibit if necessary):

\_\_\_\_\_  
\_\_\_\_\_

Attach a map showing the site. (Attach as Exhibit)

Proposed facility located in the following taxing jurisdictions:

School District	Brazosport Independent School District
Drainage District	Velasco Drainage District
City	City of Freeport

Other Taxing Jurisdictions: Brazoria County; Port Freeport

Describe product or service to be provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Application is for: New Facility ( ) Expansion ( ) Modernization ( )

PROJECT DESCRIPTION

Please attach a statement which:

1. fully explains the project;
2. describes the site and existing improvements;
3. describes all proposed improvements; and,
4. provides a list of improvements and fixed equipment for which abatement is requested.

A. Estimated cost of improvements:

Real Estate Added: \$ \_\_\_\_\_

Personal Property Added: \$ \_\_\_\_\_

B. Permanent employment estimates:

If existing facility, current plant employment: \_\_\_\_\_  
Estimated number of jobs retained: \_\_\_\_\_ jobs created: \_\_\_\_\_  
Number of employees anticipated at start up: \_\_\_\_\_ within  
1 year \_\_\_\_\_

C. Construction employment estimates:

Construction to start: Month: \_\_\_\_\_ Year: \_\_\_\_\_  
Construction to be completed: Month: \_\_\_\_\_ Year: \_\_\_\_\_  
Number of construction jobs anticipated: At start: \_\_\_\_\_  
Peak \_\_\_\_\_ Finish: \_\_\_\_\_

D. School District impact estimates: (for projects over \$5,000,000)

Number of families transferred to area: \_\_\_\_\_

Number of students added to ISD: \_\_\_\_\_

E. City Impact estimates:

Gallons of treated water required from city: \_\_\_\_\_

Gallons of effluent water to be treated by city: \_\_\_\_\_

Project Started? Yes ( ) No ( ) Finished Yes ( ) No ( )

F. Estimated appraised value on site:

	LAND	IMPROVEMENTS	PERSONAL PROPERTY
Valuation of existing property as of January 1, preceding this abatement Application	\$ _____	\$ _____	\$ _____
Valuation of Personal Property and Improvements, not subject to abatement, excluding exempt pollution control equipment, upon completion of project subject to this application	\$ _____	\$ _____	\$ _____
Estimated value, upon completion of project of exempt pollution control equipment.	\$ _____	\$ _____	\$ _____
Estimated value of abated improvements after abatement agreement expires	\$ _____	\$ _____	\$ _____



G. Statement of planned efforts to use Vendors and Services located in the City of Freeport:

Please attach a statement describing willingness and planned efforts to use qualified vendors and services located in the City of Freeport where applicable in the construction and operation of the facility.

DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

\_\_\_\_\_  
Company Official Signature

\_\_\_\_\_  
Printed Name and Title of  
Company Official

\_\_\_\_\_  
Date Signed

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES  
AS OF JANUARY 1, 20\_\_\_\_

To: City of Freeport

Fm: Brazoria County Appraisal District

Date: \_\_\_\_\_, 20\_\_\_\_

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 20\_\_\_\_ for property of \_\_\_\_\_ . Described in Exhibit "A" attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following Account Numbers:

PERSONAL PROPERTY

APPRAISAL VALUE

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

LAND

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

IMPROVEMENTS

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Chief Appraiser  
Brazoria County Appraisal District

By: \_\_\_\_\_

**A CONTRACT FOR THE SALE OF CERTAIN PUBLIC LAND BETWEEN  
THE CITY OF FREEPORT, TEXAS, THE CITY OF FREEPORT URBAN  
RENEWAL AUTHORITY AND THE CITY OF FREEPORT  
REDEVELOPMENT AUTHORITY**

This contract for this sale of certain public land (herein after referred to as the "Contract") is executed as \_\_\_\_\_, 2013, by and between the City of Freeport, Texas, a municipal corporation, the City of Freeport Urban Renewal Authority, (herein referred to as the "URA"), a body corporate and politic organized under Ch.374 of the Local Government Code and the City of Freeport Redevelopment Authority (the "Authority") a Local Government Corporation established by the City of Freeport, Texas (the "LGC") acting by and through their governing bodies, officers and employees as authorized and approved by each of their respective governing bodies.

1. **REAL PROPERTY.** The Authority agrees to purchase from the City and the URA, upon the terms and conditions set forth herein, (herein also referred to as the "Purchaser") and the City and the URA agree to sell to the Authority upon the terms and conditions set forth herein, (also referred to herein collectively as the "Sellers") all of that certain real property (including any minimal interests therein which may be owned by the City and the U.R.A., either or both, within the City limits of the City of Freeport, Brazoria County, Texas, (collectively the "Property") being more particularly described as follows.

(See metes and bounds description and map attached hereto as Exhibit "A" for blocks and lots, or portions thereof, in the Velasco Townsite of the City of Freeport, recorded in Volume 32, page 14 of

the Deed Records of Brazoria County, Texas and the same is made a part hereof for all purposes.)

**2. PURCHASE PRICE.** The Purchase price for the Property described above shall be as follows:

\$1,200,000 (payable by wire transfer or other immediately available funds acceptable to the Sellers more fully described in Section 8, below). The Purchase price is based upon 327 acres and shall be adjusted on a prorata basis based on the acreage set forth in the survey to be obtained pursuant to Section 3.

**3. REPLATTING AND SURVEY.** No later than sixty (60) days after the Effective Date, Sellers, at Sellers sole cost, shall replat the Property, rights-of way, and alleys within the Property and otherwise taking all other measures necessary to replat the Property as one parcel. Within ninety (90) days following the Effective Date, at their sole cost and expense, the Sellers may cause to be prepared and furnished to each party a boundary survey of the property prepared by a Registered Public Surveyor acceptable to the Great American Title Company, Lake Jackson, Texas (the "Title Company"). The survey shall reflect the following:

- a. The total number of acres in the Property and the location of each and every recorded easement or railroad within the Property;
- b. The perimeter lines of the Property;
- c. The location of all apparent easements, improvements, creeks and water flood zones on the Property.
- d. All other natural monuments, improvements, or other objects on the Property; and

e. Field notes or other appropriate legal description of Property.

Unless Seller or Purchaser object in writing to the survey within fifteen (15) days after same is furnished to such party, then said survey and legal description shall automatically supplement the description of the Property contained herein above and become a part hereof for all purposes. A copy of such supplementary survey and legal description shall be filed in the office of the City Secretary. The Purchase Price shall be adjusted based on the survey.

**4. INSPECTION AND DUE DILIGENCE PERIOD.** Purchaser shall have one hundred eighty (180) days from the Effective Date in which to complete its physical inspection and study of the Property, and an examination of all of the documents of Sellers related to same ("Study Period"). During the Study Period, Purchaser by its designated agents may, after two (2) days prior written notice to Sellers giving the date and time, enter upon the Property to make surveys, environmental site assessments, borings, availability of utilities, drainage requirements, and such other tests as Purchaser deems necessary. Sellers may be present by its designated agent(s) during any such test(s). Purchaser may terminate this contract by written notice to Sellers for any reason or no reason, on or before the expiration of said Study Period (prior to midnight local time) , in which case this Contract shall terminate and the parties shall have no further obligation hereunder except those obligations which expressly survive the termination of this Contract. If Purchaser fails to give notice of termination within the time described above, Purchaser shall be deemed to be satisfied with such inspection.

**5. CONDITIONS OF TRANSFER.** Purchaser agrees to the following conditions of the conveyance:

a. It shall be subject to any and all valid and subsisting easements, right-of-way, conditions, exceptions, mineral reservations and grants, restrictions, covenants and other encumbrances properly of record in Brazoria County, Texas, affecting the title to the Real Property; the Comprehensive Zoning Ordinance and other applicable ordinances and codes of the City; to all visible and apparent easements, including but not being limited to any existing utility lines; and to the terms and provisions of the Development Agreement which the parties agree to negotiate and execute before closing.

b. Sellers may, to the extent permitted by law, warrant title to the Property against every person whomever lawfully claiming or to claim the same or any part thereof by through and under Sellers but not otherwise. (The City and the URA will provide a Special Warranty Deed)

c. The approval and execution by the Sellers, the Purchaser and the Amvest Corporation of a Development Agreement covering the development of the Property and the extension of utility service to, and the installation of, public infrastructure on the Property.

**6. CLOSING.** The purchase and sale of the Property ("Closing") shall be closed in the offices of the Title Company in Lake Jackson, Texas on the date that is (\_\_\_\_) days after the expiration of the Study Period (the "Closing Date"). Upon closing, Sellers shall deliver to Purchaser:

a. A Special Warranty Deed conveying title to the Property, free and clear of any and all liens, encumbrances, conditions, easements,

assessments, restriction, and other conditions, except those set forth in Paragraph 6 above;

- b. Possession of the Real Property;
- c. Such other instruments, documents, and receipts as reasonably required by Title Company to close the transaction.

7. **PAYMENT.** Upon closing, Purchaser, at Purchaser's expense, shall deliver to Sellers:

- a. The Purchase Price, as described in this Section; and
- b. Such other instruments, documents and receipts as reasonably required by the Title Company to close the transaction.
- c. The Purchase Price shall be paid using the Earnest Money, plus a payment of immediate available funds by wire transfer in a form and manner reasonably acceptable to Sellers and the Title Company.

8. **PRORATIONS.** If applicable, taxes for the current year, including all of the applicable rollback taxes, penalties, interest, maintenance fees, assessments, dues, and rents shall be prorated through the closing date.

9. **CLOSING COSTS.** The costs of the survey, environmental assessment and other testing shall be paid by the Sellers. Any cost of platting/replatting necessary to sell the Property, the owners policy of title insurance, and any other costs to be paid shall be paid by the Sellers. Any other closing costs, including escrow fees, Title Company fees, costs of preparing instruments, etc., shall also be borne by the Sellers.

10. **WARRANTIES, COVENANTS, AND REPRESENTATION BY PURCHASER.** Purchaser acknowledges that Sellers have not made and do not hereby make any warranty,

covenant, or representation of any kind of character whatever with respect to the property, whether expressed or implied, other than those specifically expressed in this Contract. Purchaser hereby represents that it is not relying on any warranties, covenants, promises, guarantees, or representations made by Sellers or anyone acting or claiming to act on behalf of Sellers in purchasing the Property, other than those expressly provided for in this Contract.

**11. FURTHER ACTS.** Sellers hereby covenant and agree that from time to time Sellers will execute and deliver, whether on or after the Closing, on the request of Purchaser, all customary deeds, assignments, and other documents which may reasonably be required to confirm and assure Purchaser of their title and interest in the Property sold hereunder.

**12. REAL ESTATE COMMISSION.** Neither Sellers nor Purchaser have made nor will make or enter into agreement to pay or cause to be paid any fee, commission, or other compensation to any real estate agent, broker, or other person relating to the sale of the Property. Sellers and Purchaser agree to protect and save the other harmless from any cost, expense, or liability of any kind of character whatsoever asserted against one party on account of the claim of any agent, broker, or other person claiming under any agreement made or asserted to have been made with the other party to pay or cause to be paid any fee, commission, or other compensation relating to the purchase of the Property.

**13. EARNEST MONEY, DEFAULT, AND REMEDIES.** Within three (3) business days after the Effective Date, Purchaser shall deposit with Title Company, as earnest money, in cash or cashier's check, the sum of Ten Dollars (the "Earnest Money").



In the event that the transaction is not consummated because of Purchaser's inability to purchase the property on the Closing Date, except as otherwise provided in this Contract, Sellers shall be entitled to the Earnest Money. Sellers and Purchaser agree that the Earnest Money is a good estimate of the damages that Seller would incur if Purchaser default under this Contract, and Sellers and Purchaser agree that in the event of a default by Purchaser shall be to receive the Earnest Money. In no event shall Sellers be entitled to recover any damages from Purchaser as a result of Purchaser's default under this Contract.

In the event that transaction is not consummated because of Sellers refusal to convey the Property on the Closing Date or Sellers default under this Contract, Purchaser shall have the option of (i) cancelling this Contract, and in such event that Earnest Money shall be returned to Purchaser and all parties relieved of all further obligations under this Contract except those obligations that expressly survive this Contract, or (ii) seeking specific performance of this Contract against Seller.

**14. ASSIGNMENT OF CONTRACT.** This Contract may not be assigned by either party without the express written consent of the other party, which shall not be unreasonably withheld.

**15. MEMORANDUM OF CONTRACT.** Upon request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record in the Office of the County Clerk of Brazoria County, Texas; and if not closed within thirty (30) days of the date specified in Paragraph 7 above, a mutual release in recordable form, unless the closing is extended for the purpose of curing any title defects or complying with other requirements of the Title Commitment issued by the Title Company.

**16. NOTICE.** Any notices to be given by either party to this contract shall be given in writing and may be effected by personal delivery or mailed by deposit of such into the care and custody of the United States Postal Service, certified, return receipt requested, and postage prepaid as follows:

a. To Purchaser: Freeport Redevelopment Authority  
C/o City of Freeport  
200 W. 2<sup>nd</sup> Street  
Freeport, Texas 77541  
Attn: City Manager

b. To Sellers: City of Freeport  
200 W. 2<sup>nd</sup> Street  
Freeport, Texas, 77541  
Attn: City Manager

City of Freeport  
Urban Renewal Authority  
200 W. 2<sup>nd</sup> Street  
Freeport, Texas 77541  
Attn: \_\_\_\_\_

c. Copy to: Amvest Corporation  
Attn: Clinton Wong  
1616 Voss, Suite 618  
Houston, Texas 77057

However, the parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the continental United States of America by giving at least five (5) days written notice to the other party as herein provided. Notice shall be effective and deemed given upon actual receipt or upon the third day after same is mailed as provided above, whichever is earlier.

**17. TIME OF ESSENCE.** Time is the essence of this contract.

**18. MODIFICATION OF THIS CONTRACT.** This Contract may not be modified or amended, except by a subsequent amendment in writing signed by Sellers and Purchaser. Purchaser and seller may waive any of the conditions contained waiver shall be effective only if in writing and signed by the party waiving such condition or obligation, except as otherwise herein provided.

**19. BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their perspective successors, legal representatives, and assigns.

**20. ENTIRE AGREEMENT.** This Contract, including the Exhibit "A" and Exhibit "B" attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. No Statements, agreements, or understandings, representations, warranties, or conditions not expressed in this Contract shall be binding upon the parties hereto, or shall be effective to interpret, change, or restrict the provisions of this Contract unless such is writing signed by both parties hereto and by reference made a part hereof.

**21. SURVIVAL.** All covenants and agreements contained herein and intended to be performed subsequent to the closing of this Contract shall survive the execution and delivery of the Deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of closing, but shall expressly survive and be binding upon Purchaser and Seller.

22. **GOVERNING LAW.** This agreement shall be construed and interpreted in accordance with the laws of the State of Texas, and venue for any action hereunder shall be in Brazoria County, Texas.

EXECUTED in multiple original counterparts, each of which shall be an original but which shall together constitute but one and the same Contract.

EXECUTED effective \_\_\_\_\_, 2013 ("the Effective Date"), which shall be deemed the effective and execution date hereof for all purposes.

**SELLERS:**

THE CITY OF FREEPORT URBAN RENEWAL  
AUTHORITY

THE CITY OF FREEPORT, TEXAS

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Norma Moreno Garcia  
Mayor

**ATTEST:**

\_\_\_\_\_  
Delia Munoz, Secretary  
City of Freeport, Texas

EXECUTED by Purchaser this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PURCHASER:  
THE CITY OF FREEPORT REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
President

ATTEST:

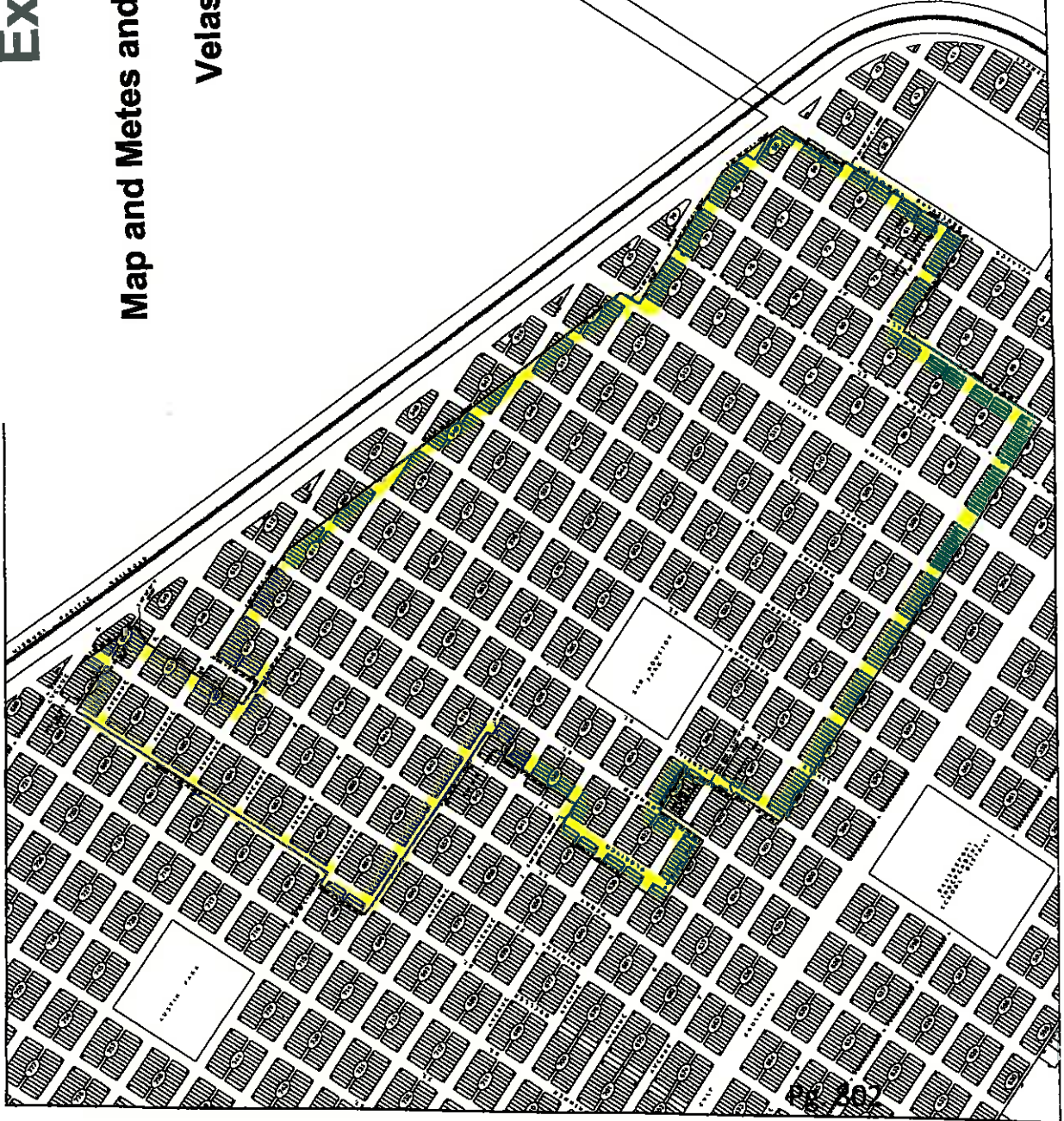
\_\_\_\_\_  
Delia Munoz, Secretary

DRAFT

# Exhibit A

## Map and Metes and bounds description of the


### Velasco Townsite



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW ONLY UNDER THE AUTHORITY OF RENE DAMIAN R.P.L.S. 15390 ON MAY 22, 2012. ANY INFORMATION CONTAINED HEREIN SHALL NOT BE REPRODUCED FOR ANY PURPOSE.



**Survey Plat**  
OF  
CITY OF FREEPORT URBAN RENEWAL  
327.5599-ACRE TRACT

APPROVED BY:  
  
RENE DAMIAN, P.E.  
MECHANICAL ENGINEER  
15390  
STATE OF LOUISIANA  
EXPIRES 12/31/2012

DRAWN BY: J.P. HOBLEY  
DATE: MAY 2012  
CHECK BY: RENE DAMIAN  
DATE: MAY 2012

SCALE: 1" = 300'