

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, JUNE 1, 2015, 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 May 19, 2015 Council Minutes. Pg. 319-321
5. Attending citizens and their business.
6. Consideration of approving or not approving to sell 4.1 feet of the Perry St. Right of Way adjacent to Lot 2 of the replat of Lots 7 through 12 and the east 2 feet of Block 663 of the Velasco Townsite according to the replat recorded in the Official Records of Brazoria County, Texas, as Document #2015000652. Pg. 322-331
7. Consideration of approving and authorizing the City Manager to expend funds for Investment Grade Audit agreement with Schneider Electric. Pg. 332-333
8. Consideration of approving and authorizing the City Manager to expend funds to improve approximately 14,100 feet of sewer piping for Lift Station # 9 with Veolia Water. Pg. 334-335
9. Consideration of advertising and setting a bid date for an exchange of lots in the Velasco Townsite area:

Block 35, Lots 9 through 12; Block 71, Lot 2; Block 507, Lot 6; Block 661, Lots 1 through 24; Block 676, Lots 14 and 15; Block 720, Lots 5, 11; Block 752, Lots, 12, 13, 16, 19, 22, 24 ; Block 755, Lot 11; Block 764, Lots 18, 19; Block 789, Lot 3; Block 790, Lots 14, 15, 19 and 21; Block 809, Lots 13 and 24; Block 810, Lots 2, 3, 4, 5, 7, 9 through 12 of the Velasco Townsite of said City, according to the map or plat recorded in volume 32 page 14 of the Deed Records of Brazoria County, Texas for an equal number of lots located within Block 729, 730, 731, 742, 743, 744, 759, 760, 761, 773 and 774 of said Townsite not presently owned by the City. Pg. 336-337
10. Consideration of approving and resetting a bid date for the construction of "Emergency Power and Monitoring Systems", furnishing all labor, material, and equipment and Performing all work required for the construction project.

11. Consideration of approving Resolution No. 2015-2468 accepting the bid and authorizing the Mayor and the City Secretary to execute and attest , respectively and the Mayor to acknowledge and deliver to Great American Title Company of Lake Jackson, Texas an earnest money contract and a Special Warranty Deed conveying to Charles Rogers, D/B/A Coastal Commercial Property, as assignee of Gardner L. Campbell, Jr., the successful bidder therefor, the surface and surface only of Lots 13 through 21, Block 6, Velasco Townsite, City of Freeport Brazoria County Texas. Pg.338-353
12. Consideration of approving Resolution No. 2015-2469 designating the Asst. City Manager Gilbert Arispe to act for and on behalf of the City of Freeport in dealing with the State of Texas General Land Office for the purpose of applying for state assistance to clean and maintain the public beaches. Pg. 354
13. Consideration of approving and renewing the contracts for the collection of delinquent taxes and for the collection, mowing, demolition and paving liens and/or assessments with Perdue, Brandon, Fielder, Collins & Mott, LLP. Pg. 355-364
14. Consideration of approving a request from Habitat for Humanity of Southern Brazoria County to waive all tap fees, permit fee and liens on Block 183, Lot 7, Tax Id. 4201-1859-000 for construction House No. 97, known as 1723-1725 W. 8th Street. Pg. 365-372
15. Consideration of selling the City's interest in Block 5, Lot 7, Freeport Townsite, known as 527 East 5th Street, Tax Id. # 4200-0082-000. Pg. 373-377
16. Consideration of selling the City's interest in Block 5, Lot 9, Freeport Townsite, known as 537 East 5th Street, Tax Id. # 4200-0084-000. Pg. 378-382
17. Consideration of selling the City interest in Block 5, Lot 10, Freeport Townsite, known as 567 East 6th Street, Tax Id. # 4200-0085-000. Pg. 385-390
18. Consideration of approving and upgrading Phase 1 Memorial Park lighting plan. Pg. 391-397
19. Consideration of taking action on any items discussed in Executive Session.

Work Session:

- A. Presentation by Edith Fischer, Director of Tourism of the Brazosport Convention & Visitors Council promoting and request for continued funding. Pg. 398
- B. Report on the collections of delinquent taxes by Mike Darlow of Perdue, Brandon, Fielder, Collins & Mott, L.L. P. Pg. 399-410
- C. Update on authorized new road improvements.
- D. Discussion regarding rental/lease single and multifamily pre-inspection ordinance.

E. Update on demolition properties.

F. Discussion regarding the CDBG sewer infrastructure project. Pg. 411-413

G. Update information on Phase 2 & 3 of the City lighting plan.

Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation settlement offers or other matter 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 Legal Negotiations: East end road infrastructure.
- Regarding TCEQ - Fuel tank removal from old Service Center.
- Gulf Chemical

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, May 29, 2015 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 Freeport City Council met on Tuesday, May 19, 2015 at 6:00 p.m. at the Freeport Police Department Building, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Norma Moreno Garcia
Councilman Larry L. McDonald – Absent
Councilman Fred Bolton
Councilwoman Sandra Loeza – Absent
Councilwoman Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Larry Fansher, Public Works Director

Visitors: Arthur Moreno, Sr. Valentine Moreno
Arthur Moreno, Jr. Tina Robledo
Marie Zarate Landis Adams
Mobey Burrige Evelyn Burrige
Ronald Theriot Annette Sanford
Daniel Garcia Danielle Soto
Tiffany G. Olguin Kari Dominquez
Cheryl Woodard Sherri Flow
Milam Miller Daniela Ramirez
Roy Yates Lily Tobias
Jennifer Bolton Christi Mercado
Thurston Moreno Merlinda Cardenas
Beatrice Gonzalez Cindy Cain
Kelly Tobias

Call to order.

Mayor Norma Moreno Garcia called the meeting to order at 6:00 p.m.

Invocation.

Mr. Shaw offered the invocation.

Pledge of Allegiance.

Lily Tobias led the Pledge of Allegiance.

Consideration of approving the May 4, 2015 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved the May 4, 2015 Council Minutes.

Attending citizens and their business.

There were none.

Consideration of approving Ordinance No. 2015-2088 canvassing the returns and declaring the results of the 2015 General Annual Election for the City of Freeport.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved Ordinance No. 2015-2088 canvassing the returns and declaring the results of the 2015 General Annual Election for the City of Freeport .

Administer Oath of Office to the re-election of Mayor Norma Moreno Garcia and the re-election of Councilwoman Sandra Barbree for Ward D and re-election of Councilman Fred Bolton for Ward B.

Milam Miller Justice of the Peace, Precinct 1, Place 2 administered the Oath of Office to the elected Mayor Norma Moreno Garcia, Fred Bolton for Ward B and Sandra Barbree for Ward D.

Consideration of selecting a Mayor Pro Tem.

On a motion by Councilman Bolton, seconded by Mayor Norma M. Garcia, with all present voting "Aye", Council unanimously approved Councilwoman Sandra Barbree as Mayor Pro Tem for the City of Freeport.

Work Session:

Update on current terms and /or expired Boards and Commissions.

Mayor Norma M. Garcia instructed City Secretary Delia Munoz to advertise in the local newspaper for volunteers who are interested in serving on the Boards or/and Commissions of the City of Freeport.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Mayor Norma Moreno Garcia adjourned the meeting at 6:12 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

City Secretary Delia Munoz
City of Freeport, Texas

APPRAISAL REPORT OF REAL PROPERTY

LOCATED AT:

N. Gulf Blvd. & Perry
Perry Street ROW adjacent to the east property line of Lot 12, Block 663
Freeport, Tx 77541

FOR:

City of Freeport
200 West 2nd Street
Freeport, Tx 77541

AS OF:

November 11, 2014

BY:

Joseph A. Fischer
Joseph A. Fischer & Co., Inc.
54 White Oak Ct.
Lake Jackson, Texas 77566

cc: L. D'Arcy
12-4-15

Borrower N/A Census Tract 6643.00 Map Reference KM 911 Y
 Property Address N. Gulf Blvd. & Perry
 City Freeport County Brazoria State Tx Zip Code 77541
 Legal Description West 4.1 feet of Perry Street ROW adjacent to the east property line of Lot 12, Block 663, Velasco Townsite
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ N/A (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client City of Freeport Address 200 West 2nd Street, Freeport, Tx 77541
 Occupant N/A Appraiser Joseph A. Fischer Instructions to Appraiser _____

Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input checked="" type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>80% 1 Family</u>	<u>3% 2-4 Family</u>	<u>2% Apts.</u>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>0% Industrial</u>	<u>9% Vacant</u>	<u>0% Condo</u>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From _____	To _____		Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>10 % Vacant</u>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>10,000</u> to \$ <u>150,000</u>		Predominant Value \$ <u>40,000</u>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>55</u> yrs. to <u>75</u> yrs.		Predominant Age <u>65</u> yrs.					

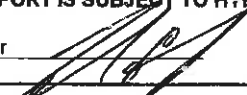
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Freeport is one of four small towns (population 13,000) making up the "Brazosport" area 60 miles south of Houston. Land uses are primarily commercial on the major thoroughfares and residential elsewhere. Employment centers, shopping and all levels of public schools are within ten miles.

Dimensions 4.1' x 125' = 513 Sq. Ft. or Acres Corner Lot
 Zoning classification N/A Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) See comments below
 Public Other (Describe) _____ OFF SITE IMPROVEMENTS
 Elec. Street Access Public Private Topo Level
 Gas Surface Concrete Size Below average
 Water Maintenance Public Private Shape Rectangular
 San. Sewer Storm Sewer Curb/Gutter View Commercial
 Underground Elect. & Tel. Sidewalk Street Lights Drainage Appears adequate
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Is the property located in a HUD Identified Special Flood Hazard Area? No Yes
See attached addenda.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>N. Gulf Blvd. & Perry Freeport</u>	<u>801 N Gulf Blvd Freeport, TX 77541</u>	<u>W. 2nd Street @ Maple Freeport</u>	<u>W. 1st Street @ Maple Freeport</u>
Proximity to Subject		<u>0.08 miles S</u>	<u>1.51 miles SE</u>	<u>1.48 miles SE</u>
Sales Price	\$ <u>N/A</u>	\$ <u>27,500</u>	\$ <u>52,500</u>	\$ <u>20,500</u>
Price SF	\$	\$ <u>2.32</u>	\$ <u>1.88</u>	\$ <u>1.46</u>
Data Source	<u>Field Review</u>	<u>MLS #C52952C</u>	<u>MLS #C44694C</u>	<u>MLS #L52797C</u>
Date of Sale and Time Adjustment	DESCRIPTION <u>11/14</u>	DESCRIPTION <u>07/13</u>	DESCRIPTION <u>10/10</u>	DESCRIPTION <u>10/12</u>
Location	<u>Urban</u>	<u>Urban</u>	<u>Urban</u>	<u>Urban - Inferior</u> +0.50
Site/View	<u>513 SF</u>	<u>11,874 SF</u>	<u>28,000 SF</u>	<u>14,000 SF</u>
Sales or Financing Concessions	<u>N/A</u>	<u>Cash to seller</u>	<u>Cash to seller</u>	<u>Cash to seller</u>
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$ <u>0.50</u>
Indicated Value of Subject		Net % \$ <u>2.32</u>	Net % \$ <u>1.88</u>	Net % \$ <u>1.96</u>

Comments on Market Data: There are no sales of 4' wide lots. The site will be valued as a typically sized tract on a unit basis. Sale 1 is the only recent sale of a vacant lot on N. Gulf Blvd. Sales 2 and 5 are on W. 2nd Street another major thoroughfare. Sales 3 and 4 are nearby commercial lots located one block off the primary W. 2nd thoroughfare.
 Comments and Conditions of Appraisal: Sale 3 previously sold in November, 2011 for \$11,000 (MLS #L46695C). Sale 5 was improved with a dwelling that was close to being condemned. While the buyer chose to renovate the structure, the broker stated the building was a detriment at the time of sale. The improvement adjustment is estimated by the cost to demolish the structure (\$3,500 divided by 7,000 SF). Sales 3 and 4 are one block removed from W. 2nd and have slightly inferior locations for commercial sites.
 Final Reconciliation: The most recent sale on N. Gulf Blvd. indicates a value of \$2.32 PSF. Sale 2 and Sale 5, after adjustment for the dwelling in disrepair, provide support. Therefore, the indicated value for the subject site is \$2.30 PSF or \$1,180, rounded to \$1,200.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 11, 2014 to be \$ 1,200
APPRAISAL REPORT IS SUBJECT TO HYPOTHETICAL CONDITION THAT PROPERTY IS VACANT AND AVAILABLE FOR USE.
 Appraiser(s) Joseph A. Fischer  Did Did Not Physically Inspect Property
 Review Appraiser (if applicable) _____

Supplemental Addendum


File No. 9317

Lender/Client	City of Freeport			
Property Address	N. Gulf Blvd. & Perry			
City	Freeport	County	Brazoria	State Tx Zip Code 77541
Lender	City of Freeport			

• Land : Site Comments

The subject property is a 4.1 foot strip along the west line of the Perry Street right-of-way between N. Gulf Blvd. and a 20' wide alley in Block 663 of Velasco Townsite. The building on the adjacent lot encroaches into the Perry Street ROW and the subject property.

As a stand alone vacant site, the subject tract is too narrow for any feasible use. Hence, the highest and best use of the site, as if vacant and available for use, is assemblage by an adjacent land owner.

Lender/Client	City of Freeport	File No. 9317
Property Address	N. Gulf Blvd. & Perry	
City	Freeport	County Brazoria State Tx Zip Code 77541
Lender	City of Freeport	
Purpose		
The purpose of this appraisal is to estimate market value for a possible sale.		
Scope of Work		
A field review of the subject property was made November 11, 2014 for the purpose of gathering information relevant to the property's value. The field review was limited to readily observable components only. Physical characteristics of the lot was obtained from a plat map. Research for comparable sales included the appraiser's files and MLS. The compiled data was analyzed using the traditional direct sale comparison approach to value. Since the property is being appraised as vacant land, the cost and income approaches were not applicable.		
Intended Use / Intended User		
Intended Use:	Possible sale.	
Intended User(s): City of Freeport.		
History of Property		
Current listing information: None.		
Prior sale: Research did not reveal a sale of the subject property or prior sale of any comparable within the past three years.		
Exposure Time / Marketing Time		
See comments below.		
Personel (non-realty) Transfers		
None.		
Additional Comments		
<p>Exposure Time/Marketing Time - The period of time necessary to sell a property is referred to as the marketing time and occurs after the effective date of the appraisal. Exposure time occurs prior to the effective date of the appraisal and is the estimated time the subject property would have been exposed to the market prior to the hypothetical sale of the property on the effective date. Reasonable exposure time for the subject property is the same as the typical marketing time for the defined subject neighborhood on page 1 unless otherwise noted and assumes the property is properly priced and marketed in a professional manner.</p> <p>A look back time frame is used to research market conditions, comparable sales, rents, etc. Value is estimated by establishing the trend of the past and forecasting how, or if, that trend will continue in the immediate future. In this case, the market was researched for comparables over the past five years.</p> <p>The subject site has a commercial on the tract. This appraisal values the land as if vacant and available for use. Therefore, this appraisal is subject to the HYPOTHETICAL CONDITION that the property is vacant and available for use. USPAP defines a Hypothetical Condition as "a condition, directly related to a specific assignment, which bis contrary to what is known by the appraiser to exit on the effective date of the assignment results, but is used for the purpose of analysis."</p>		
Certification Supplement		
<ol style="list-style-type: none"> This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment. 		
Appraiser:  Signed Date: 11/13/14 Certification or License #: 1320173-G Certification or License State: Tx Expires: 03/31/2015 Effective Date of Appraisal:	Supervisory Appraiser: Signed Date: Certification or License #: Certification or License State: Expires: Inspection of Subject: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only <input type="checkbox"/> Interior and Exterior	

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

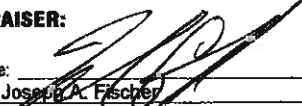
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: N. Gulf Blvd. & Perry, Freeport, Tx 77541

APPRAISER:

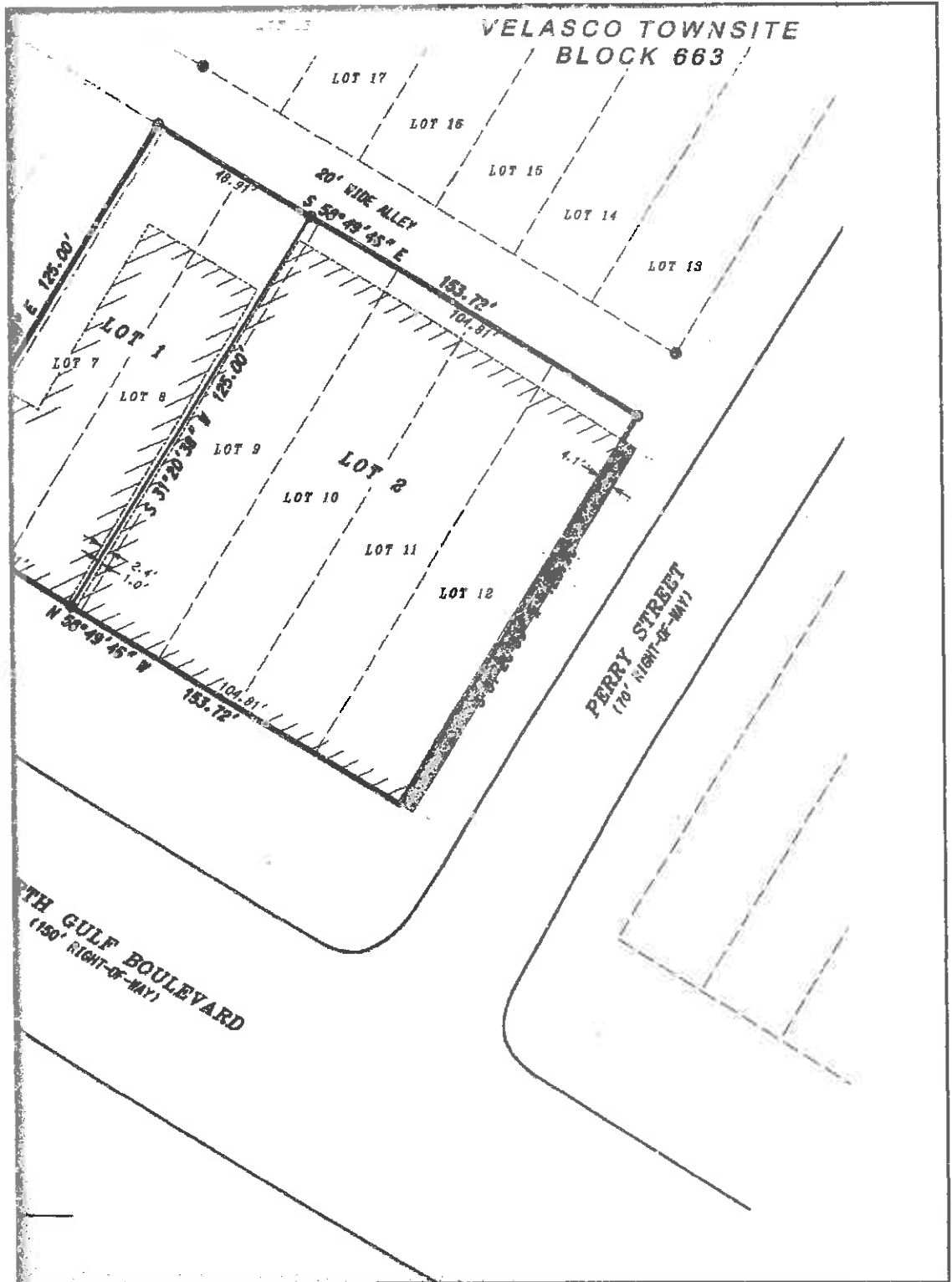
Signature: 
Name: Joseph A. Fischer
Date Signed: November 11, 2014
State Certification #: 1320173-G
or State License #: _____
State: Tx
Expiration Date of Certification or License: 03/31/2015

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

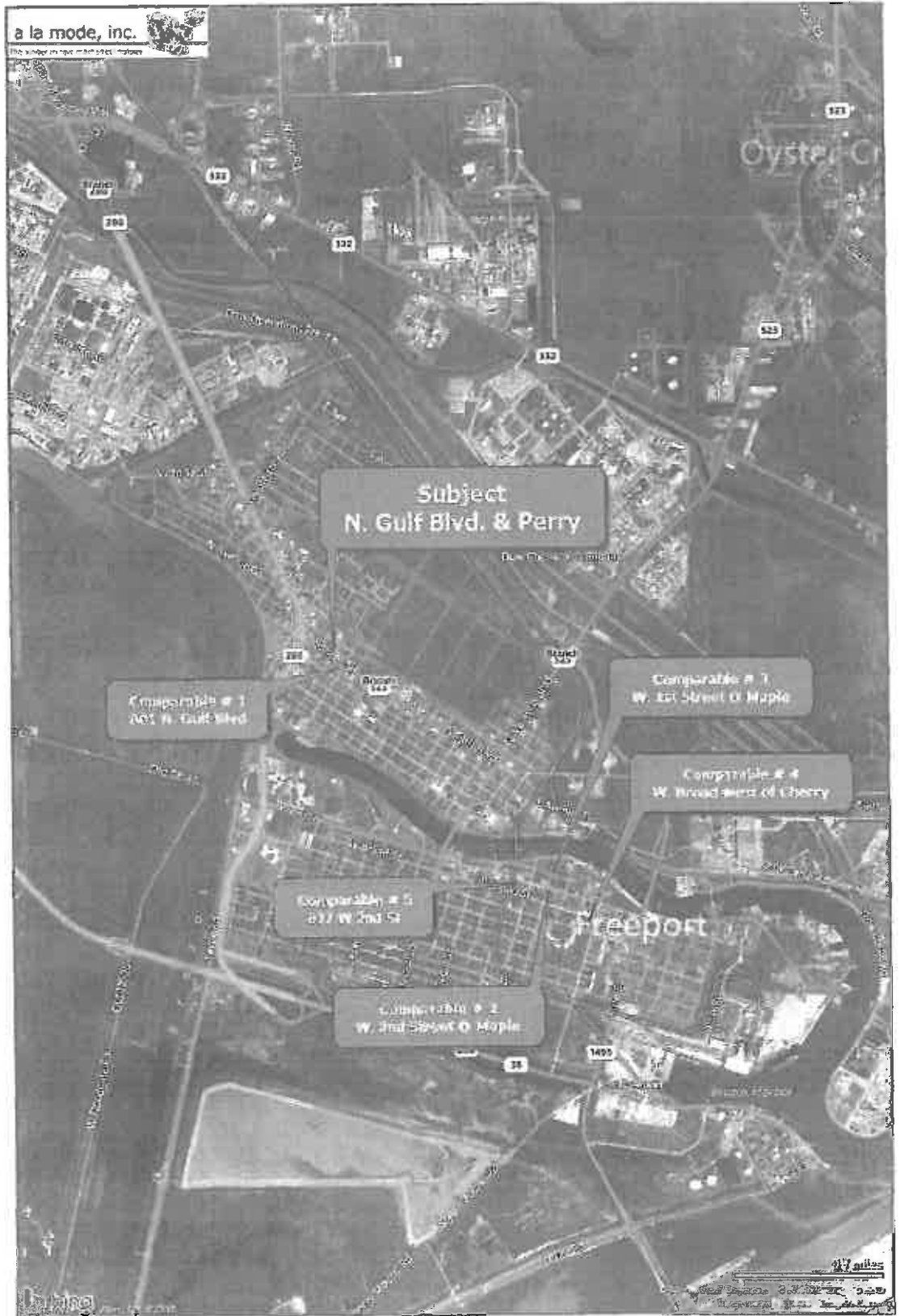
Did Did Not Inspect Property

Lender/Client	City of Freeport						
Property Address	N. Gulf Blvd. & Perry						
City	Freeport	County	Brazoria	State	Tx	Zip Code	77541
Lender	City of Freeport						



Comparative Sales map

Lender/Client	City of Freeport			
Property Address	N. Gulf Blvd. & Perry			
City	Freeport	County	Brazoria	State Tx Zip Code 77541
Lender	City of Freeport			



Lender/Cient	City of Freeport		
Property Address	N. Gulf Blvd. & Perry		
City	Freeport	County	Brazoria
		State	Tx
		Zip Code	77541
Lender	City of Freeport		



Subject Facing North

N. Gulf Blvd. & Perry
 Sales Price N/A
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Urban
 View 513 SF
 Site
 Quality
 Age



Subject Facing South



Subject Street

City of Freeport
 200 West 2nd
 Freeport, TX 77541
 979-283-8886

Purchasing Procedures: Purchases over \$500 must be prior approved by the City Manager and issued an approved purchase order number for the requested expenditure. Purchases over \$50,000 are subject to the requirements of the competitive bid process unless specifically exempted by State Law and must also be approved by City Council.

DATE
 3-9-15

PURCHASE ORDER REQUISITION

VENDOR NAME	Schneider Electric			PO #	
ADDRESS		PHONE #		RA #	
CITY		STATE		ZIP CODE	

DEPARTMENT	ACCOUNT NO	ACCOUNT NAME	DESCRIPTION	REQUESTED EXPENDITURE	BUDGETED ALLOCATION FOR PURCHASE	LINE ITEM BALANCE IF APPROVED
	10-410 413	Professional Services	Contract Sum: SEATED CONTRACT. LESS - Expense Reimbursement 00 UFOLIA WATER - FOR STORAGE BOX Lids - See Attached	119000.00 (2913.08)		

NONBUDGET EXPENDITURE EXPLANATION

Vendor	Amount	Vendor	Amount
Requestioned By:		Department Director:	
		<i>Stovall</i>	
		Total:	116086.92

Account #	413	DATE:	4/6/15	BY:	WLC	CITY MANAGER
Total Budget	131,223	NOTE:				
Current Balance	80,420					
BALANCE - If Approved						
% OF BUDGETED EXPENDITURE		Single Source		Emergency		
				PURCHASING/ACCOUNTS PAYABLE		
				<i>Terrie Rye</i>		



Original Invoice

INVOICE # 800001

Remit To: PO Box 841888
Dallas, TX 75284-1888
Phone: (972) 323-6537
Fax: (972) 242-1083

Wire Transfers To: Bank of America
ABA Routing Number 026009593
For Account Number: 4426688888

Call above number with question about your invoice.

Project Mgr: ES Initial House Account

PO # Detailed Audit

Job # PE13PF0108
Description City of Freeport Texas
SS 2013 PC
App # 00092
App Date: 3/19/2016
Period From: 2/1/2016
Period To: 2/28/2016

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change approved	0.00	0.00
In previous months by Owner		
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00

NET CHANGES by Change Order \$0.00
The undersigned contractor certifies that to the best of the contractor's knowledge, the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Kimberly Flinders

Date: 3/19/2016

Customer: C17341

City of Freeport Texas
Attention: Facilities Dept
200 West 2nd St.
Freeport, TX 77541

The present status of the account for this contract is as follows:

Original Contract Sum	119,000.00
Net Change Orders	0.00
Contract Sum To Date	119,000.00
Total Completed and Stored to Date	119,000.00
Retainage	0.00
Total Earned Less Retainage	119,000.00
Less Previous Certificate For Payment	74,000.00
Current Contract Amount Due	45,000.00
Current Sales Tax	0.00
Current Deposit Applied	74,000.00
Current Payment Due	45,000.00
Balance to Finish, Plus Retainage	0.00

State of Texas County of Dallas
Subscribed and sworn to before me this 19 day of March, 2015
Notary Public: Kimberly Flinders
By: Kimberly Flinders 3/19/2016

OWNER CERTIFICATE FOR PAYMENT
I, the undersigned, in accordance with the Contract Documents, based on on-site observations and the data comprising the application, the architect certifies to the Owner that to the best of the architect's knowledge, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied.)

ARCHITECT:
Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or contractor under this Contract.

Schneider Electric standard Conditions of Sale govern all sales. Only a written agreement executed by Schneider Electric and Buyer may provide otherwise.



April 13, 2015

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

Re: Lift Station #9 Estimate

Mr. Pynes:

Per our discussion on Sewer problems we talked about replacement of the gravity sanitary sewer piping system of Lift Station # 9 from Second Street to the north side of West Ninth and from Mesquite to half of the 1700 block of West Broad thru West Sixth (drawing attached). This area contains approximately 14,100 feet of piping ranging from 6" to 10", 18 manholes, and approximately 391 sewer connections. The sewer main piping running in Mulberry Street has been replaced and all stub outs from the manholes on Mulberry should have been replaced to the alleyways. The cost for us to do this project is \$461,752.58

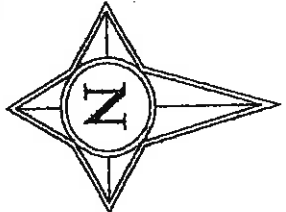
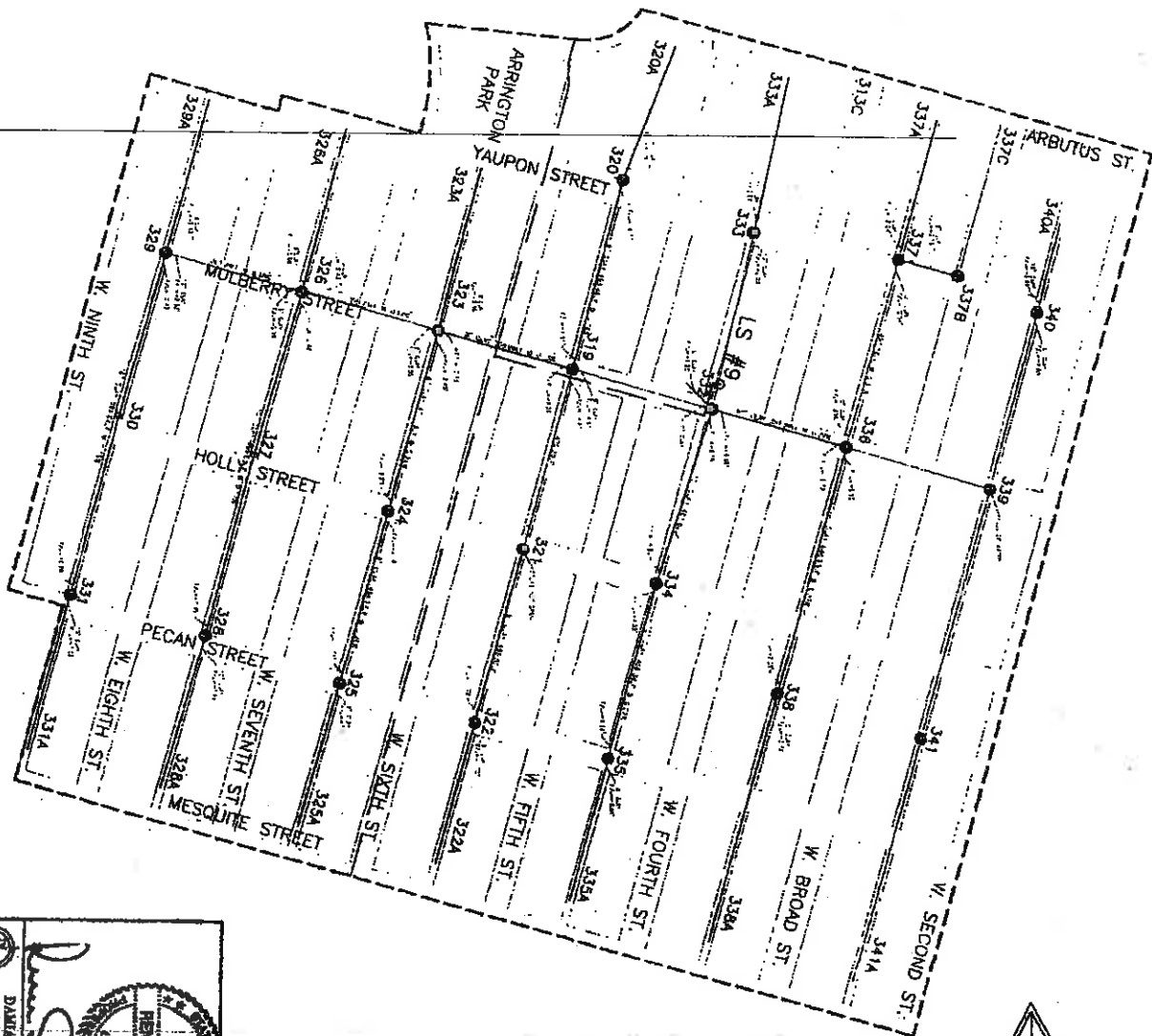
If you have any questions please call me and if you would like for us to proceed with this project please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Meeks".

Jerry Meeks
Project Manager, Veolia Water

Encl:



95.02

DARNEY ASSOCIATION & ASSOCIATES
 ENGINEERS, ARCHITECTS AND PLANNERS
 1000 W. 10th St. Suite 100
 Freeport, Texas 77541
 Phone: (409) 335-3333
 Fax: (409) 335-3334

PROJECT NO.	1-7-10-03	OWNER	CITY OF FREEPORT
DATE	1-7-10-03	PROJECT	SEWER COLLECTION
SCALE	AS SHOWN	DATE	3-28-09
BY	LS	DESIGNED BY	LS
CHECKED BY	LS	DATE	3-28-09
DATE	3-28-09	APPROVED BY	LS
DATE	3-28-09	LOCATION	CITY OF FREEPORT

THE CITY OF FREEPORT

SANITARY SEWER

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, is interested in trading, according to the Specifications mentioned below, the following described lots now owned by the City:

Lots 9 through 12 and 15, Block 35; Lot 2, Block 71; Lot 6, Block 507; Lots 1 through 24, Block 661; Lots 14 and 15, Block 676; Lots 5 and 11 Block 720; Lots 12, 13, 16, 19, 22, 24, Block 752; Lot 11, Block 755; Lots 18 and 19, Block 764; Lot 3, Block 789; Lots 14, 15, 19 and 21, Block 790; Lots 13 and 24, Block 809; Lots 2 through 5, 7, 9 through 12, Block 810 of the Velasco Townsite according to the map or plat recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas,

for an equal number of lots located within Blocks 729, 730, 731, 742, 743, 744, 759, 760, 761, 773 and 774 of said Townsite not presently owned by the City.

SEALED BIDS OR PROPOSALS addressed to the City Manager labeled "Real Property Bid" by any person, firm or corporation desiring to trade for the same will be received at the office of the City Manager located at 200 W. 2nd St., Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the _____ day of _____, 2015, on which day, beginning at 2:00 o'clock, p.m., all such bids or proposals will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened. Bids proposing a trade for less than all of the above described lots for located outside of Project will not be accepted.

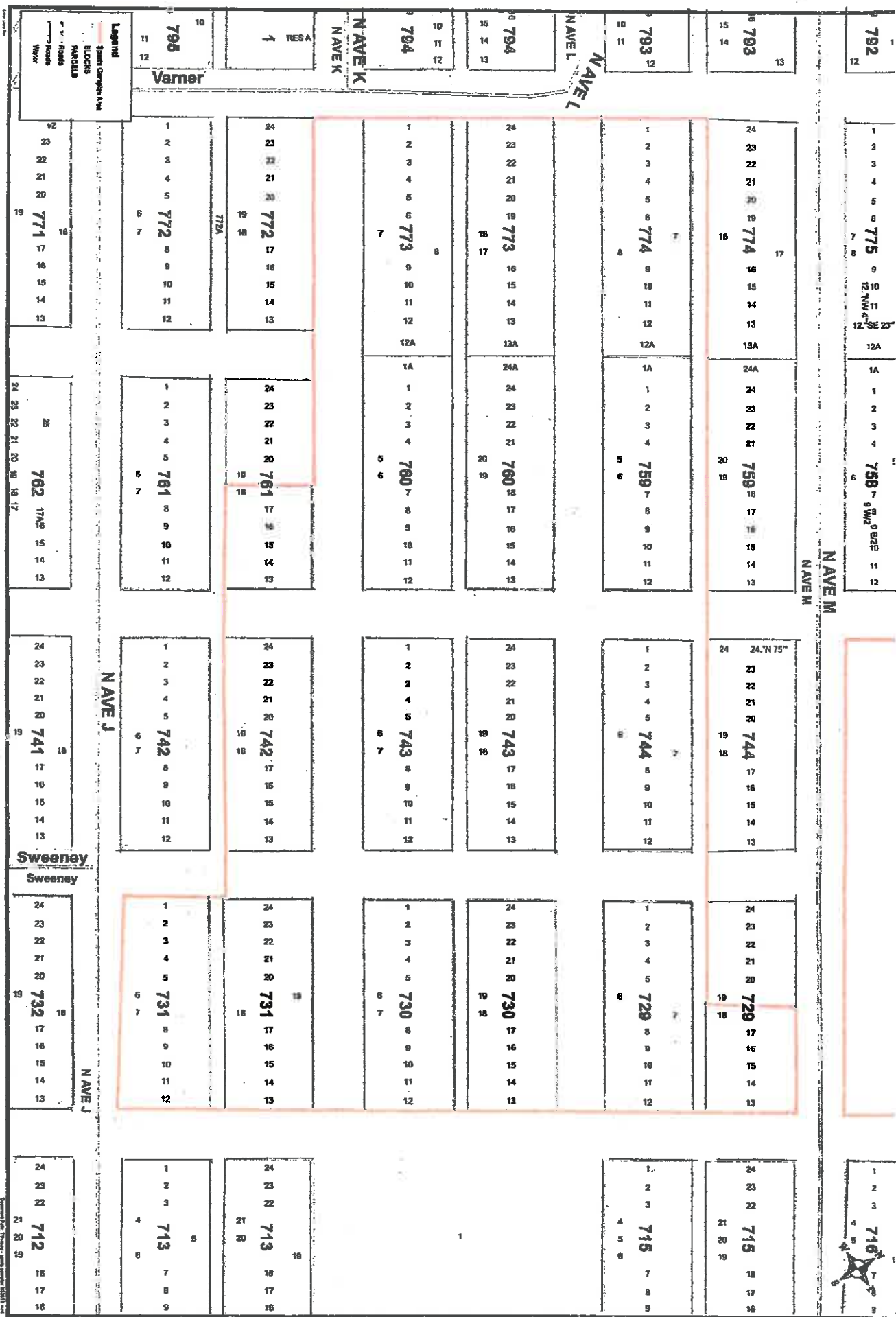
COPIES OF THE SPECIFICATIONS for such trade are available for public inspection at the above office of the City Manager during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

The City RESERVES the right to REJECT ANY AND ALL BIDS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK OF CLEARNESS, the City reserves the right to construe the same in a manner most advantageous to the City, or to reject the bid.

BY ORDER OF THE CITY COUNCIL of the City of Freeport, Texas, this _____ day of _____, 2015.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once per week for two consecutive weeks, first publication to be more than 15 days before date of meeting at which bids are to be opened and read aloud.



RESOLUTION NO. 2015-2468

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO GREAT AMERICAN TITLE COMPANY OF LAKE JACKSON, TEXAS, AN EARNEST MONEY CONTRACT AND A SPECIAL WARRANTY DEED CONVEYING TO CHARLES ROGERS, D/B/A COASTAL COMMERCIAL PROPERTY, AS ASSIGNEE OF GARDNER L. CAMPBELL, JR., THE SUCCESSFUL BIDDER THEREFOR, THE SURFACE AND SURFACE ONLY OF LOTS 13 THROUGH 21, BLOCK 6, VELASCO TOWNSITE, CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND THAT A CERTIFIED COPY BE RECORDED IN WITH SAID DEED IN THE OFFICIAL RECORDS OF SAID COUNTY.

WHEREAS, the City of Freeport, Texas, ("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, Section 2.01 of the Home Rule Charter of the City authorizes it to sell any real property owned by the City; and,

WHEREAS, Section 272.001 requires that before a municipality may sell any land or exchange it for other land, notice to the general public, including a description of the land and its location and the procedure by which sealed bids to purchase such land or offers to exchange such land may be submitted, must be published on two separate dates in a newspaper, if any, of general circulation published in the county in which such land is located and that such sale or exchange cannot be made until after the 14th day after the date of the second publication; and,

WHEREAS, the City Council of the City, having determined to sell or exchange for other land the hereinafter described land owned by the City, did cause public notice thereof to be published twice in the Brazosport Facts, a newspaper of general circulation in Brazoria County, Texas, where such land is located; and,

WHEREAS, the only bid therefor was the one received from GARDNER L. CAMPBELL, JR., for \$35,000.00 for all of the hereinafter described lots, which bid was received within the time specified in such notice; and,

WHEREAS, the said Gardner L. Campbell, Jr., has assigned his interest in such bid to CHARLES ROGERS, d/b/a Costal Commercial Property; and

WHEREAS, the City Council of the City has determined and does here now declare that accepting the assignment of such bid will be in the best interest of the inhabitants of the City.

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

First, the City Council of the City of Freeport, Texas, finds that the fact recited in the preamble hereof are true.

Second, the City Council of the City hereby accepts the assignment of the bid of the said Gardner L. Campbell, Jr., to Charles Rogers, d/b/a Coastal Commercial Property, and authorizes the Mayor and City Secretary to execute and attest, respectively, and the Mayor to acknowledge and deliver to Great American Title Company of Lake Jackson, Texas, an earnest money contract with and a Special Warranty Deed conveying to the said Charles Rogers, his heirs and assignee, the following described real property owned by the City:

The surface and surface only of Lots 13 through 21, Block 6, Velasco Townsite, City of Freeport, Brazoria County, Texas, according to the map or plat recorded in Volume 32, page 14 of the Deed Records of said county.

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

Fourth, this resolution shall take effect and be in force from and after its passage and adoption.

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this ____ day of _____, 2015.

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.CtySell\GULF BLVD MOTEL LAND-SWD-RSL

SPECIAL WARRANTY DEED

That the CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTOR, for the valuable consideration hereinafter specified, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto CHARLES ROGERS of Brazoria County, Texas, d/b/a Costal Commercial Property, hereinafter called GRANTEE, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

The surface and surface only of Lots 13 through 21, Block 6, Velasco Townsite, City of Freeport, Brazoria County, Texas, according to the map or plat recorded in Volume 32, page 14 of the Deed Records of said county.

This conveyance is made and accepted subject to any and all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, covenants and other encumbrances properly of record affecting the title to the above described property; and all visible and apparent easements, including but not being limited to any existing utility lines.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee and the heirs and assigns of Grantee, forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, and the heirs and assigns of Grantee, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor but not otherwise.

Notwithstanding any provision herein to the contrary, Grantor makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the above-described property, and by the acceptance of this deed, Grantee accepts such property "AS IS", "WHERE IS", "WITH ALL FAULTS" and without any representations or warranties by Grantor (except the warranty of title expressly set forth below).

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN WARRANTY OF TITLE AS PROVIDED ABOVE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY BEING CONVEYED, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY SUCH PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF SUCH PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO SUCH PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF SUCH PROPERTY, (H) ANY OTHER MATTER WITH RESPECT TO SUCH PROPERTY, AND SPECIFICALLY, THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE DISPOSAL OR EXISTENCE IN OR ON SUCH PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, GRANTEE IS RELYING SOLELY ON THE GRANTEE'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE GRANTOR; that GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE GRANTOR WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION; that THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE CITY OR OTHER PERSON; GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF SUCH PROPERTY AS PROVIDED FOR THEREIN IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.

The consideration for this conveyance is the following:

First, the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor cash in hand paid by Grantee, the receipt of which is hereby acknowledged.

Second, the assumption by Grantee of all taxes for the 2015 tax year.

EXECUTED this _____ day of _____, 2015

THE CITY OF FREEPORT, TEXAS, Grantor

By _____
Norma Moreno Garcia, Mayor

ATTEST: _____
Delia Munoz, City Secretary

THE STATE OF TEXAS

X

COUNTY OF BRAZORIA

X

This instrument was acknowledged before me on the _____ day of _____, 2015, by NORMA MORENO GARCIA, as MAYOR of the CITY OF FREEPORT, TEXAS.

Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:

Charles Rogers
360 S. Highway 288-B
Clute, TX 77531

AFTER RECORDING, RETURN TO

Charles Rogers
360 S. Highway 288-B
Clute, TX 77531

C:\Freeport-CitySell\GULF BLVD MOTEL LAND-SWD



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are the City of Freeport, Texas (Seller) and Charles Rogers, d/b/a Costal Commercial Property 125 C.R. (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 13-21 Block 6 Velasco Townsite (surface and surface only) City of Freeport, Texas, known as 119 North Gulf Boulevard, Freeport, TX 77566 Addition, County of Brazoria (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 35,000.00
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ -0-
C. Sales Price (Sum of A and B) \$ 35,000.00

4. FINANCING (Not for use with reverse mortgage financing): The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium).
(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
(2) Credit Approval: (Check one box only)
(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
(b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

C. SELLER FINANCING: A promissory note from Buyer to Seller of \$, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 500.00 as earnest money with Great American Title Company as escrow agent, at 471 This Way, Lake Jackson, TX 77566 (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within N/A days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Buyer's expense an owner's policy of title insurance (Title Policy) issued by Great American Title Company

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 4.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the title policy; (ii) will be amended to read, "shortages in area" at the expense of Buyer.

Initialed for identification by Buyer [Signature] and Seller [Signature]

6. Such deed shall further state that the successful Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, BUYER IS RELYING SOLELY ON THE BUYER'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY; that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE CITY WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION; that THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE CITY OR OTHER PERSON; and that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF SUCH PROPERTY AS PROVIDED FOR THEREIN IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.

7. Bidder is hereby advised of the right of Bidder and at the expense of Bidder to obtain a POLICY OF TITLE INSURANCE or have an ABSTRACT OF TITLE to the property being offered for sale EXAMINED by an attorney selected by Bidder.

8. Closing costs shall be paid by the successful Bidder.

9. Taxes, if any, will be prorated to date of such deed.

10. Any bid must include all lot(s) and block(s).

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

(1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.

(2) Within 15 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: any use that is permitted by the City's Zoning Ordinance in the zone where land located.

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for

Initialed for identification by Buyer A _____ and Seller CBE _____

TREC NO. 9-11

Property Subject to Mandatory Membership In a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the

Initialed for identification by Buyer and Seller

following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 20____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Buyer will pay all closing costs. Where a conflict exists between this contract and the bid specification attached as Exhibit "A", the bid specifications apply. Gardner L. Campbell, Jr., was the successful bidder for the above described property. He has assigned and by these presents does assign to Charles Rogers, d/b/a Coastal Commercial Property, such bid and it is agreed that the deed shall name Charles Rogers, d/b/a Coastal Commercial Propert, as the grantees.

Initialed for identification by Buyer MR and Seller CR

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

Initialed for identification by Buyer and Seller

- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

- 19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

 Coastal Commercial Properties

 360 S.Hwy 288-B, Clute, TX 77531

 Telephone: () _____
 Facsimile: () _____

 E-mail: _____

To Seller at:

 C/O Property Manager

 200 W.2nd St., Freeport, TX 77541

 Telephone: (979) 233-3526
 Facsimile: (979) 233-8867

 E-mail: nhickey@freeport.us.tx

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Other (list): Bid Specifications

Initialed for identification by Buyer A and Seller CCP

(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ N/A (Option Fee) which Seller or Listing Broker must receive within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: Wallace Shaw, P.C.

P.O. Box 3073
Freeport, TX 77541

Telephone: () _____

Telephone: (979) 233-2411

Facsimile: () _____

Facsimile: (979) 233-4895

E-mail: _____

E-mail: shaw_pc@outlook.com

**EXECUTED the _____ day of _____, 2015 (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

City of Freeport, Texas

Charles Rogers
Buyer/ Charles Rogers, d/b/a
Assignee Coastal Commercial Property, LLC

By _____ Its Mayor
Seller

Gardner Campbell
Buyer Gardner Campbell, Assignor

Seller Attest: Its City Secretary

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-11. This form replaces TREC NO. 9-10.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____
 represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____
 represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Name of Associate's Licensed Supervisor _____ Telephone _____

Name of Associate's Licensed Supervisor _____ Telephone _____

Associate's Name _____ Telephone _____

Listing Associate's Name _____ Telephone _____

Other Broker's Address _____ Facsimile _____

Listing Broker's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Associate's Email Address _____

Listing Associate's Email Address _____

Selling Associate's Name _____ Telephone _____

Name of Selling Associate's Licensed Supervisor _____ Telephone _____

Selling Associate's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

Selling Associate's Email Address _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

Address _____ Email Address _____
 Telephone (____) _____

City _____ State _____ Zip _____
 Facsimile: (____) _____

RESOLUTION 2015-2469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, DESIGNATING ASSISTANT CITY MANAGER GIBERT ARISPE TO ACT FOR AND ON BEHALF OF THE CITY OF FREEPORT IN DEALING WITH THE TEXAS GENERAL LAND OFFICE FOR THE PURPOSE OF APPLYING FOR STATE ASSISTANCE TO CLEAN AND MAINTAIN THE PUBLIC BEACH.

ON THIS Monday, June 1st, 2015, the City Council of the City of Freeport, Texas, convened in a regular meeting, notice of the convening of which was duly posted in accordance with the Texas Open Meetings Act, when among other business the City adopted the following resolution:

A resolution in connection with application of Bryan Beach for State assistance in cleaning, and maintaining public beach for the period of September 1, 2015 to August 31, 2016.

WHEREAS, the Beach Maintenance Fund Program under the administration of the Texas General Land Office, Austin Texas, requires each city making application for assistance in cleaning and maintaining public beaches to submit supportive documents: and,

WHEREAS, each city shall enter a resolution directing Gilbert Arispe to make application for funds and vesting that official with full authority to act for purpose of the program.

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

That Bryan Beach apply for state assistance in cleaning and maintaining the public beach under Section 61.076, Natural Resources Code; and

That Gilbert Arispe shall be vested with full authority to act for purpose of the program.

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

READ, PASSED AND APPROVED this 1st day of June , 2015.

Mayor Norma M. Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

**CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS CONTRACT is made and entered into by and between **THE CITY OF FREEPORT**, a political subdivision of the State of Texas, acting by and through its City Council, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of July, of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this contract on property that is delinquent for prior years shall become subject to its term on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the firm for collection by the Taxing Authority's Tax Collector.

- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.
- D. All delinquent personal property taxes shall become subject to this contract and are to be turned over to the FIRM for collection 60 days after the delinquency date for said taxes. A 20% penalty shall be assessed to defray the cost of collecting those taxes as provided by §33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the firm and shall be paid in the same manner as all other collection penalties or attorney fees under this contract.

II.

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

III.

The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due.

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

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes, when an equal amount of Section 33.07 or 33.08 penalties is recovered from the taxpayer. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth below, of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and also the appropriate percentage, as set forth below, of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

Compensation Amounts

15% of tax year 2001 and prior year collections;
20% of tax year 2002 and subsequent year collections.

VI.

This Contract shall commence on **June 1, 2015** and continue in force and effect until **May 30, 2017**, and shall thereafter continue on a month to month basis, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VII.

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

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

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

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2015, Brazoria County, Texas.

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
Attorneys At Law
1235 North Loop West, Suite 600
Houston, Texas 77008
(713) 862-1860 or 1 (800) 833-5886
(713) 862-1429 Fax

By: _____

CITY OF FREEPORT

By: _____

Attest: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

**CONTRACT FOR THE
COLLECTION OF
MOWING, DEMOLITION &
PAVING LIENS AND/OR
ASSESSMENTS**

This contract is entered into between the City of FREEPORT (hereinafter "City"), a political subdivision of the State of Texas, acting by and through its governing body, and the firm of Perdue, Brandon, Fielder, Collins and Mott, L.L.P., (hereinafter "Firm" or "The Firm"), acting by their duly authorized representative. The City desires to have its delinquent mowing, demolition, paving liens and/or assessments collected by a private law firm, and the Firm desires to collect such mowing, demolition, paving liens and/or assessments on behalf of City. Accordingly, the parties entered into the following contract and are subject to the following conditions.

1. SERVICE PROVIDED BY FIRM:

Firm agrees to provide the following services to City:

- a. To use such reasonable and necessary legal steps to effect collections of mowing, demolition and paving liens and/or assessments due to City.
- b. To conduct such necessary address and title research to locate the proper owners and verify ownership of properties subject to mowing, demolition, paving liens and/or assessments, and to report any newly discovered information to City.
- c. To handle all necessary litigation, whether at the trial level or the appellate level.
- d. To take any and all such appropriate actions to protect mowing, demolition, paving liens and/or assessments claims due City in the United States Bankruptcy Courts; to pursue collections of such claims in the bankruptcy court; and to review bankruptcy court records to determine the effect of bankruptcy proceedings on the viability of any City mowing, demolition, paving liens and/or assessments against persons whose estates have been in bankruptcy.
- e. To initiate sheriff's sale or writs of execution, when approved by City, through the sheriff and the county where the property subject to execution is physically located.
- f. To provide legal opinions to City concerning uncollectible accounts, and to provide sufficient documentation to City's Finance Department and/or independent auditors in order to support deletion of appropriate accounts.

- g. To provide City with such collection and litigation reports as may be desired by City. The Firm also agrees to provide City with copy of litigation and pleadings filed to the extent desired by City. Except as provided herein and the section under remuneration, Firm agrees to provide all such services to City at no charge (recognizing that the costs of collection are to be paid by the property owner/obligor, and that City agrees to pay court costs). Parties agree that the following regular reports will be made:
- (1) Every six (6) months the Firm shall present a report shall be submitted to the City Manager and/or City Council containing the following information:
- (a) The names of all accounts referred for collection during the last six (6) months;
 - (b) The amount of money collected.
 - (c) A listing of all accounts deemed to be uncollectible, the reason the Firm believes the account to be uncollectible, and a recommendation of whether the account should be written off or held open;
 - (d) The report shall contain any recommendations submitted by the Firm for settlement of any account in an amount less than payment in full;
 - (e) The report shall list any accounts in which a recommendation is made to delay collection efforts indefinitely or for more than six (6) months; and
 - (f) The report should list any properties on which the Firm believes execution of judgment should be requested in order to collect the assessment.
 - (g) To recover court costs and any other fees prepaid by City in suits previously filed by City.
 - (h) To provide to City any such other and further services that might be required to carry out the terms and conditions of this contract, and generally perform the legal services related to collection of delinquent mowing, demolition, paving liens and/or assessments due City of FREEPORT.
 - (i) Whenever the Firm enters into an agreement with a debtor for installment payments, the City shall collect all installments. The City shall account to the Firm each month for money received under installment agreements and shall pay the Firm the Firms' share.
 - (j) The Firm agrees to follow the City's instruction with regard to installment payment plans in hardship cases and homestead cases. No settlement agreement of any claim, suit, or proceeding shall be entered into without the approval of the Director of

Finance or the City Manager. The City authorizes and directs the Firm to take all actions the Firm deems advisable to perform the services required under this Contract. This includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation and related work necessary to properly represent the City's interest in these matters.

- (k) The Firm agrees to obtain permission from the City Council or its designated official before executing any judgment through foreclosure and the sale of any property.
- (l) The Firm shall perform its services under this contract as an independent contractor and maintain a file for each referred claim which shall be available to the City at all times for inspection. Such file shall contain all data pertinent to the claim to support its disposition. All documents, papers, or records pertaining to a file shall be retained after conclusion of all legal proceeding for disposition as determined by the Director of Finance or the City Manager.

2. CITY AGREES TO PERFORM THE FOLLOWING AS A PARTY TO THIS CONTRACT:

- a. To make all accounts that the Finance Director and/or City Manager designates as ready for collection available to Firm in order to carry out the terms of the conditions of this contract. This includes the initial referral of accounts, and any subsequent referral of accounts.
- b. To provide a history of payments (whether ongoing through partial payment plans, or lump sum to City) in order to allow Firm to update balances owing to City.
- c. To designate a party to sign appropriate affidavits or claims in order to support claims filed in Court. The Director of Finance is designated as the person authorized to sign all mowing certificates, releases or affidavits concerning any matter affecting the mowing, demolition, paving liens and/or assessments within his knowledge.
- d. To advise Firm of any prepaid court costs and/or expenses so that Firm may seek recovery of said prepayments.
- e. To advance necessary court cost, filing fees, and any publication fees (for notices of sale, etc.) relating to litigation.

3. REMUNERATION

- a. Existing Judgments. The collection of accounts where a judgment has already been entered would be compensated to the Firm at the rate of twenty percent (20%) of any moneys received. Provided that the City would be reimbursed for any prepaid litigation expenses (court costs, publication expenses etc.). The Firm recognizes that the City Attorney may have been awarded attorney fees as a part of the judgments obtained and the Firm is willing to accept an assignment of these attorney fees rather than receive a commission of collections. The Firm further agrees to treat such attorney fees awarded through the judgment as full satisfaction of any amounts owing and no additional fee income would be due once the Court ordered attorney fees has been paid.
- b. Pre Judgment Accounts. For collection of accounts where a judgment has not been entered, the fee is a twenty percent (20%) commission of any balance owing.

4. TERM OF CONTRACT

This contract shall be effective beginning the 1st day of June 2015, and shall continue for a two (2) year term ending on the 1st day of June 2017 and continue on a month to month basis thereafter until terminated. Either party may terminate this contract upon sixty (60) days written notice to the other party or at the address provided below.

City and Firm acknowledge and agree that Firm shall have six (6) months to receive compensation on collections resulting from litigation or bankruptcy proceedings initiated prior to written notice of intent to terminate this contract; such six (6) month extension begins at the effective date of the termination of the contract.

5. RECITALS

This contract is performable in Brazoria County, State of Texas, and in signing this contract, each of the signatories listed below warrant that they are authorized to sign this contract on behalf of the respected party to said contract.

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

This contract may be executed in duplicate originals, each of which shall be deemed valid.

SIGNED the _____ day of _____, 2015, pursuant to City Council approval on _____, 2015.

ATTEST

CITY OF FREEPORT
200 W. 2nd Street
Freeport, Texas 77541

CITY CLERK

City Manager

APPROVED:

CITY ATTORNEY

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

Michael J. Darlow
SBN: 05387300
1235 North Loop West, Suit 600
Houston, Texas 77008
(713) 862-1860
(713) 862-1429 Fax



PROPERTY MANAGEMENT

May 28, 2015

Jeff Pynes

reL Lot 7, Block 183, Freeport Townsite
 Tax ID 4201-1859-000
 Habitat for Humanity Request

Habitat for Humanity of Southern Brazoria County has requested the City waive all tap fees, permit fees and liens against the above referenced property, as they are interested in constructing House #97 thereon, and that it be placed on the next Council Agenda.

As of this date, there are:

- a) no outstanding taxes as they are tax exempt. There were \$7,279.72 delinquent taxes extinguished by Sheriff Sale 2005003062 on 11-28-2004,
- b) there are three outstanding liens from 2014 in the total amount of \$257.18, which were post judgment and still valid.

It is my understanding it is the decision of the Council to waive these fees and payment of outstanding liens.

Find attached the following:

- a) Habitat request of May 26, 2015
- b) Pictometry photo showing location & address of property
- c) Lien payoff calculation, 5-7-08
- d) Tax Statement, 2014
- e) Brazoria County CAD - Property Details

N C Hickey
 Property

attach

/s





Now More Than Ever.
Help Build It!

May 26, 2015

Jeff Pynes
City Manager
City of Freeport Texas
200 W. 2nd Street
Freeport, TX 77541

Dear Mr. Pynes:

Habitat is planning to build House #97 in Freeport on the following property:

FREEPORT, BLOCK 183, LOT 7

Street Address: 1723-1725 W. 8th Street

We request that the City waive all permit and tap fees, any liens and interest against this property. Please have this included on the next agenda for the City Council. In the interest of expediency, we have already paid the fees and would ask the city to reimburse us if this waiver is granted.

Sincerely,

A handwritten signature in black ink that reads "Mary-Ellen Thomas". The signature is written in a cursive, flowing style.

Mary-Ellen Thomas
Executive Director

RECEIVED
MAY 28 2015
PROPERTY MGMT

Enter an Address, Landmark, or other Location

Address Bookmarks

Search Results

PID: [210710](#)

Bookmark Hide Features Export

Results By Layer

ABSTRACTS	1
BLOCKS	1
CITY_LIMITS	1

Your search returned 12 result(s) total.

Parcels (1)

[PID: 210710](#)

PID: 210710
 GEO ID: 42011859000
 TRACT NAME: 7
 PID: 210710
 OWNER: HABITAT FOR HUMANITY OF SOUTHERN
 BRAZORIA CNTY INC
 MAILING 2: 12 CIRCLE WAY ST
 MAILING CITY: LAKE JACKSON
 MAILING STATE: TX
 MAILING ZIP: 0
 LEGAL: SUBD - Avalon (Blks 178 to 192) BLK - 183
 Lot - 7
 DEED REF: 2005-003062
 CALC. ACREAGE: 0.181 ac
 CALC. SQFT: 7898.317 sq ft
 CALC. PRMTR: 360.703 ft
 X COORDINATE: -95.3715661777
 Y COORDINATE: 28.9505734429
 TRACT TYPE: 0



4201-1185-000

Lien Payoff Calculation

	A	B	C	D	E	F	G	H	I	J
1	Owner			Block		Lot(s)		Situs Address	Account No.	
2	City of Fpt - Trustee			183		7		1723-25 West 8th	4201-1859-000	
3										
4	Cause No		47180							
5	Judgment date		3/30/2004							
6	Sheriff Deed		05-003062							
7	Deed Date		None							
8										
9				No .	Per Mo.					
10	Lien	Date	Base	#Mo	Interest	P&I	File	Total	C+F+G	
11										
12	04-056259	5/27/2004	\$ 25.00	48	\$ 0.21	\$ 10.08	16	\$ 51.08	Calc thru 5/31/08	
13	04-056290	7/14/2004	\$ 50.00	46	\$ 0.42	\$ 19.32	16	\$ 85.32		
14	05-007012	10/6/2004	\$ 55.00	43	\$ 0.46	\$ 19.78	16	\$ 90.78		
15										
16										
17						Sub total		\$ 227.18		
18						Adm fee		\$ 30.00		
19										
20						Total due		\$ 257.18	thru 5-31-08	
21										
22										
23	Note: All listed liens are POST JUDGMENT and collectible									
24	All pre-judgment liens were extinguished									
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36	For:	Darlow - Powell - Conyers								
37		5/7/2008								
38										
39										
40										
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50										

2014 TAX STATEMENT



RO'VIN GARRETT, PCC
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
 111 E. LOCUST
 ANGLETON, TEXAS 77515

Certified Owner:
 HABITAT FOR HUMANITY OF SOUTHERN BRAZORI
 12 CIRCLE WAY ST
 LAKE JACKSON, TX 77566-5235

Legal Description:
 FREEPORT, BLOCK 183, LOT 7

Account No: 4201-1859-000

Appr. Dist. No.: 210710

Legal Acres: .1989

Parcel Address: 1723 -1725 W 8TH ST

As of Date: 05/28/2015

Print Date: 05/28/2015

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$4,340	\$0	\$4,340	\$4,340	\$0	\$0	\$0	\$4,340

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
BRAZORIA COUNTY <i>Amount saved by additional sales tax revenue \$.00</i>	\$4,340	EXXD	\$4,340.00	\$0	0.4385000	\$0.00
SPECIAL ROAD & BRIDGE	\$4,340	EXXD	\$4,340.00	\$0	0.0600000	\$0.00
BRAZOSPORT ISD	\$4,340	EXXD	\$4,340.00	\$0	1.2553000	\$0.00
PORT FREEPORT	\$4,340	EXXD	\$4,340.00	\$0	0.0450000	\$0.00
BRAZOSPORT COLLEGE	\$4,340	EXXD	\$4,340.00	\$0	0.2808780	\$0.00
VELASCO DRAINAGE DIST. NO	\$4,340	EXXD	\$4,340.00	\$0	0.0980180	\$0.00
CITY OF FREEPORT	\$4,340	EXXD	\$4,340.00	\$0	0.6755860	\$0.00

Total Tax: \$0.00
 Total Tax Paid to date: \$0.00
 Total Tax Remaining: \$0.00

Exemptions:

EXXD PRO CHARITABLE ORG

AMOUNT DUE IF PAID BY:

05/31/2015 13%	06/30/2015 15%	07/31/2015 18%	08/31/2015 19%	09/30/2015 20%	10/31/2015 21%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2015 22%	12/31/2015 23%	01/31/2016 24%	02/29/2016 25%	03/31/2016 26%	04/30/2016 27%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

BRAZOSPORT ISD 2014 M&O 1.0400000 I&S .21530000 Total 1.2553000 2013 M&O 1.0400000 I&S .21530000 Total 1.2553000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.57

Print Date: 05/28/2015

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

RO'VIN GARRETT, PCC
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
 111 E. LOCUST
 ANGLETON, TEXAS 77515
 (979) 864-1320, (979) 388-1320, (281) 756-1320



4201-1859-000
 HABITAT FOR HUMANITY OF SOUTHERN BRAZORI
 12 CIRCLE WAY ST
 LAKE JACKSON, TX 77566-5235

AMOUNT PAID:
 \$ _____

42011859000 2014 052015 000000000000 000000000000 000000000000 1

Payment Information

[Begin a New Search](#) [Go to Your Portfolio](#)

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Account No.: 42011859000

Receipt Date	Amount	Tax Year	Description	Payer
2012-01-31	\$16.84	2011	Payment	HABITAT FOR HUMANITY OF SOUTHERN BRAZORI
2011-04-20	\$528.00	1999, 2000, 2001, 2002, 2003, 2004, 2010	Payment	BRAZORIA COUNTY
1999-03-25	\$534.07	1998	Payment	BUTLER JIMMIE L
1998-01-29	\$2,193.66	1994, 1995, 1997	Payment	BUTLER JIMMIE L
1997-03-27	\$60.00	1994	Payment	BUTLER JIMMIE L
1996-11-04	\$543.84	1996	Payment	UNKNOWN
1996-08-09	\$55.00	1994	Payment	BUTLER JIMMIE L
1994-03-24	\$983.75	1992, 1993	Payment	BUTLER JIMMIE L
1994-03-24	\$55.95	1992, 1993	Payment	BUTLER JIMMIE L
1992-01-22	\$6.00	1991	Payment	BUTLER JIMMIE L
1991-12-30	\$31.12	1991	Payment	UNKNOWN
1991-01-31	\$31.36	1990	Payment	UNKNOWN
1990-02-13	\$1.27	1989	Payment	BUTLER JIMMIE L
1990-01-31	\$17.50	1989	Payment	BUTLER JIMMIE L
1989-05-17	\$6.00	1988	Payment	BUTLER JIMMIE L
1989-04-24	\$51.96	1988	Payment	BUTLER JIMMIE L
1989-04-24	(\$51.96)	1988	Payment	BUTLER JIMMIE L
1989-04-24	\$51.96	1988	Payment	BUTLER JIMMIE L
1988-04-27	\$51.95	1987	Payment	BUTLER JIMMIE L

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E-mail: roving@brazoria-county.com

111 E. Locust Suite
 Angleton, TX 77515
 (979) 864-1320

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Brazoria CAD

Property Search Results > 210710 HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC for Year 2015

Handwritten:
 JAGWA 2015-01-01
 Sale 12-7-06
 2015-0000000000

Property

Account

Property ID: 210710 Legal Description: FREEPORT, BLOCK 183, LOT 7
 Geographic ID: 4201-1859-000 Agent Code:
 Type: Real *257, 25 400000*
 Property Use Code: *Freeport TX*
 Property Use Description:

Location

Address: 1723-1725 W 8TH ST FREEPORT, Mapsco:
 Neighborhood: CITY OF FREEPORT T/S Map ID:
 Neighborhood CD: CFP

Owner

Name: HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC Owner ID: 287439
 Mailing Address: 12 CIRCLE WAY ST % Ownership: 100.000000000000%
 LAKE JACKSON, TX 77566-5235
 Exemptions: EX-XD

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$4,340	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$4,340	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$4,340	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$4,340	

Taxing Jurisdiction

Owner: HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC
 % Ownership: 100.000000000000%
 Total Value: \$4,340

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$4,340	\$0	\$0.00
CFP	CITY OF FREEPORT	0.675586	\$4,340	\$0	\$0.00
DR2	VELASCO DRAINAGE DISTRICT	0.098018	\$4,340	\$0	\$0.00
GBC	BRAZORIA COUNTY	0.438500	\$4,340	\$0	\$0.00
JBR	BRAZOSPORT COLLEGE	0.280878	\$4,340	\$0	\$0.00
NAV	PORT FREEPORT	0.045000	\$4,340	\$0	\$0.00

RDB	ROAD & BRIDGE FUND	0.060000	\$4,340	\$0	\$0.00
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.255300	\$4,340	\$0	\$0.00
Total Tax Rate:		2.853282			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$123.83

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.0995	4333.00	0.00	0.00	\$2,170	\$0
2	S3	IRREGULAR	0.0994	4332.00	0.00	0.00	\$2,170	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	\$0	\$4,340	0	4,340	\$0	\$4,340
2014	\$0	\$4,340	0	4,340	\$0	\$4,340
2013	\$0	\$4,340	0	4,340	\$0	\$4,340
2012	\$0	\$4,340	0	4,340	\$0	\$4,340
2011	\$0	\$4,340	0	4,340	\$0	\$4,340
2010	\$0	\$4,340	0	4,340	\$0	\$4,340
2009	\$0	\$4,340	0	4,340	\$0	\$4,340
2008	\$0	\$3,460	0	3,460	\$0	\$3,460
2007	\$0	\$3,460	0	3,460	\$0	\$3,460
2006	\$0	\$3,460	0	3,460	\$0	\$3,460
2005	\$0	\$3,460	0	3,460	\$0	\$3,460
2004	\$0	\$3,460	0	3,460	\$0	\$3,460
2003	\$800	\$3,460	0	4,260	\$0	\$4,260
2002	\$31,170	\$3,460	0	34,630	\$0	\$34,630
2001	\$31,170	\$3,460	0	34,630	\$1,070	\$33,560

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/21/2011	DM	MISCELLANEOUS DEED	CITY OF FREEPORT IN TRUST	HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC	11	009918	
2	11/28/2004	SD	SHERIFF'S DEED	BUTLER JIMMIE L	CITY OF FREEPORT IN TRUST	05	003062	0
3	3/18/2002	WD	WARRANTY DEED	PARKER DOUG & BRENDA	BUTLER JIMMIE L	02	012924	0

Questions Please Call (979) 849-7792

**PROPERTY MANAGEMENT
MEMO**

May 21, 2015

—
Jeff Pynes

re: Lot 7, Block 5, Freeport Townsite
527 East 5th Street
Tax ID 4200-0082-000

Please place the following item on the June 2, 2015, Council agenda:

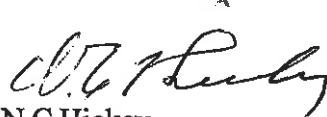
Discuss / consider the sale of City interest in lot 7, block 5,
Freeport Townsite, known as 527 East 5th Street.

This is property in trust to the City of Freeport.

Attached are the following documents:

- a) Trust property bid sheet
- b) Bid analysis
- c) CAD plat showing property location
- d) Pictometry photo

This item was deleted from the April 20, 2015, agenda.


N C Hickey
Property

Approved for 6-2-15 agenda

J Pynes

/s

/s

City of Freeport
TRUST PROPERTY DATA SHEET

City Council Agenda Date April 20, 2015
 Agenda Item No. _____

Legal description	Lot 7, Block 5
Street address	527 East 6th St 5 th Sr.
Tax ID No.	4200-0082-000
Type of property	Trust
Sheriff sale date	1-20-2015
Sheriff deed number	2015002689
Number of years tax delinquent	8 (2007-2014)
Taxes extinguished by Sheriff deed	\$ 861.35
Previous Owner	Carrie Thomas

Judgment information	\$ <u>861.35</u>	
Judgment total		\$ 861.35

Costs:

Court costs	\$ 18.34	
Publication fees	\$ 71.80	
Ad Litem	\$ 0	
Sheiff fees	\$ 42.51	
Research fees	\$200.00	
Recording fees	\$ 16.66	
Liens	<u>\$ 0</u>	
Cost total:		<u>\$ 512.31</u>
Judgment + Cost, total		\$ 1,373.66

SUMMARY:

Judgment invo + Costs + liens	\$ 1,373.66	
Offer ~ <i>STAYED</i>	2,305.00	
Balance left to distribute	\$ 931.34	
Distribution to Freeport	\$ 238.72	

COMMENTS:
 Zoning: R-3 Multi family residential

ACTION BY COUNCIL:

- Accept offer
- Reject offer
- Re-agenda
- Other _____

Motion by: _____ Second _____ Vote: _____

BID ANALYSIS

Cause Number:	72717	Account Number:	4200-0082-000
Offer Amount:	\$2,305.00	Value \$:	\$2,800.00
Person Offering:	STEPHEN CONE	Adjudged Value\$:	\$2,800.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2007-2013	\$141.87
BCED	2007-2013	\$0.00
Brazosport ISD	2007-2013	\$388.47
BRHND	2007-2013	\$16.58
Brazosport College	2007-2013	\$64.89
Velasco Drainage	2007-2013	\$28.76
City of Freeport	2007-2013	\$220.78
Total		\$861.35

Costs

Court Costs	\$181.34	Sheriff Fees	\$42.51
Publication Fees	\$71.80	Research Fees	\$200.00
Ad Litem		Recording fee's	\$16.66
	Liens		
Cost of Deed		Deed file date	
Total			\$512.31

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014	\$15.22
BCED	2014	\$0.00
Brazosport ISD	2014	\$38.31
BRHND	2014	\$1.37
Brazosport College	2014	\$8.57
Velasco Drainage	2014	\$2.99
City of Freeport	2014	\$20.62
Post Judgment Total		\$87.08

Proposed Distribution

Offer Amount	\$2,305.00	Costs & J	\$1,373.66
Net to Distribute \$			\$931.34

BC	16.47%	\$153.40
BCED	0.00%	\$0.00
Brazosport ISD	45.10%	\$420.04
BRHND	1.92%	\$17.93
Brazosport College	7.53%	\$70.18
Velasco Drainage	3.34%	\$31.10
City of Freeport	25.63%	\$238.72
	0.00%	0
	0.00%	0

Brazoria CAD - Map of Property ID 208921 for Year 2015



Property Details

Account

Property ID: 208921
 Geo ID: 4200-0082-000
 Type: Real
 Legal Description: FREEPORT, BLOCK 5, LOT 7

Location

Situs Address: E 5TH ST FREEPORT,
 Neighborhood: CITY OF FREEPORT T/S
 Mapsco:
 Jurisdictions: SBR, CAD, NAV, RDB, DR2, CFP, JBR, GBC

Owner

Owner Name: CITY OF FREEPORT IN TRUST
 Mailing Address: , 200 W 2ND ST, , FREEPORT, TX 77541-5773

Property

Appraised Value: \$2,800.00

<https://propaccess.trueautomation.com/Map/View/Map/51/208921/2015>

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PropertyACCESS
www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

Enter an Address, Landmark, or other Location

Address Bookmarks

Search Results

PID: [208921](#)

Bookmark	Hide Features	Export
ABSTRACTS	1	
BLOCKS	1	
CITY_LIMITS	1	

Your search returned 11 result(s) total.

Parcels (1)

[PID: 208921](#)

PID: 208921
 GEO ID: 42000082000
 TRACT NAME: 7
 PID: 208921
 OWNER: CITY OF FREEPORT IN TRUST
 MAILING 2: 200 W 2ND ST
 MAILING CTY: FREEPORT
 MAILING STATE: TX
 MAILING ZIP: 0
 LEGAL: SUBD - Freeport BLK - S Lot - 7
 DEED REF: V281P371
 CALC. ACREAGE: 0.161 ac
 CALC. SQFT: 6997.833 sq ft
 CALC. PRMTR: 380.025 ft
 X COORDINATE: -95.3402268239
 Y COORDINATE: 28.9453135664
 TRACT TYPE: 0



**PROPERTY MANAGEMENT
MEMO**

May 21, 2015

Jeff Pynes

re: Lot 9, Block 5, Freeport Townsite
537 East 5th Street
Tax ID 4200-0084-000

Please place the following item on the June 2, 2015 Council agenda:


Discuss / consider the sale of City interest in lot 9, block 5,
Freeport Townsite, known as 537 East 5th Street.

This item is in trust to the City of Freeport.

Attached are the following documents:

- a) Trust property bid sheet
- b) Bid analysis
- c) CAD plat showing location of property
- d) Pictometry photo

This item was deleted from the April 20, 2015, agenda.


N C Hickey
Property

Approved for 6-2-15 agenda

J Pynes

/s

City of Freeport
TRUST PROPERTY DATA SHEET

City Council Agenda Date April 20, 2015
 Agenda Item No. _____

Legal description Lot 9, Block 5
 Street address 537 East ~~6th~~^{5th} St
 Tax ID No. 4200-0084-000
 Type of property Trust
 Sheriff sale date 1-20-2015
 Sheriff deed number 2015002689
 Number of years tax delinquent 8 (2007-2014)
 Taxes extinguished by Sheriff deed \$1,308.35
 Previous Owner **Carrie Thomas**

Offer by: **Stephen Cone** \$ 4,300.00

Court Cost:

Judgment	1,308.36	
Court Cost	181.33	
Publication	71.80	
Sheriff	64.54	
Research	200.00	
Recording	16.67	
Liens	1,594.34	
Post judgment taxes	<u>133.40</u>	<u>\$ 3,437.03</u>

Amount left to distribute \$ 862.97

SUMMARY:

Judgment invo + Costs + liens	\$	3,437.03
Offer - <i>STEVE CONE</i>		4,300.00
Balance left to distribute	\$	862.97
Distribution to Freeport	\$	221.07

COMMENTS:

Zoning: R-3 Multi family residential

ACTION BY COUNCIL:

- Accept offer
- Reject offer
- Re-agenda
- Other _____

Motion by: _____ Second _____ Vote: _____

BID ANALYSIS

Cause Number:	72717	Account Number:	4200-0084-000
Offer Amount:	\$4,300.00	Value \$:	\$4,290.00
Person Offering:	STEPHEN CONE	Adjudged Value\$:	\$4,290.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2007-2013	\$215.32
BCED	2007-2013	\$0.00
Brazosport ISD	2007-2013	\$589.82
BRHND	2007-2013	\$25.72
Brazosport College	2007-2013	\$98.70
Velasco Drainage	2007-2013	\$43.63
City of Freeport	2007-2013	\$335.16
	Total	\$1,308.35

Costs

Court Costs	\$181.33	Sheriff Fees	\$64.54
Publication Fees	\$71.80	Research Fees	\$200.00
Ad Litem		Recording fee's	\$16.67
	Liens		1594.34
Cost of Deed		Deed file date	
	Total		\$2,128.68

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014	\$23.30
BCED	2014	\$0.00
Brazosport ISD	2014	\$58.70
BRHND	2014	\$2.10
Brazosport College	2014	\$13.13
Velasco Drainage	2014	\$4.58
City of Freeport	2014	\$31.59
	Post Judgment Total	\$133.40

Proposed Distribution

Offer Amount	\$4,300.00	Costs & J	\$3,437.03
Net to Distribute \$			\$862.97

BC	16.46%	\$142.02
BCED	0.00%	\$0.00
Brazosport ISD	45.08%	\$389.04
BRHND	1.97%	\$16.96
Brazosport College	7.54%	\$65.10
Velasco Drainage	3.33%	\$28.78
City of Freeport	25.62%	\$221.07
	0.00%	0
	0.00%	0

Brazoria CAD - Map of Property ID 208923 for Year 2015



Property Details

Account

Property ID: 208923
 Geo ID: 4200-0084-000
 Type: Real

Legal Description: FREEPORT, BLOCK 5, LOT 9

Location

Situs Address:
 Neighborhood: CITY OF FREEPORT T/S
 Mapsco:
 Jurisdictions: CFP, GBC, JBR, DR2, NAV, RDB, CAD, SBR

Owner

Owner Name: CITY OF FREEPORT IN TRUST
 Mailing Address: , 200 W 2ND ST, , FREEPORT, TX 77541-5773

Property

Appraised Value: \$4,290.00

<https://propaccess.trueautomation.com/Map/View/Map/51/208923/2015>

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Enter an Address, Landmark, or other Location

Address Bookmarks

Search Results

PID: [208923](#)

Bookmark	Hide Features	Export
Results By Layer		
ABSTRACTS	1	
BLOCKS	1	
CITY_LIMITS	1	

Your search returned 11 result(s) total.

Parcels (1)

[PID: 208923](#)

PID: 208923
 GEO ID: 42000084000
 TRACT NAME: 9
 PID: 208923
 OWNER: CITY OF FREEPORT IN TRUST
 MAILING 2: 200 W 2ND ST
 MAILING CTY: FREEPORT
 MAILING STATE: TX
 MAILING ZIP: 0
 LEGAL: SUBD - Freeport BLK - 5 Lot - 9
 DEED REF: V1191P030
 CALC. ACREAGE: 0.246 ac
 CALC. SQFT: 10712.113 sq ft
 CALC. PRMTR: 433.019 ft
 X COORDINATE: -95.3398897232
 Y COORDINATE: 28.9452181562
 TRACT TYPE: 0



**PROPERTY MANAGEMENT
MEMO**

May 21, 2015

Jeff Pynes

re: Lot 10, Block 5, Freeport Townsite
536 East 6th Street
Tax Id 4200-0085-000

Please place the following item on the June 2, 2015, Council agenda:

Discuss / consider the sale of City interest in lot 10, block 5, Freeport
Townsite, known as 536 East 6th Street.

This is property in trust to the City of Freeport.

Attached are the following documents:

- a) Trust property data sheet
- b) Bid analysis
- c) CAD plat showing property location
- d) Pictometry photo

This item was deleted from the April 20, 2015 agenda.


N C Hickey
Property

Approved for 6-2-15 agenda

J Pynes

/s

City of Freeport
TRUST PROPERTY DATA SHEET

City Council Agenda Date
 Agenda Item No.

April 20, 2015

Legal description	Lot 10, Block 5
Street address	536 East 6th St
Tax ID No.	4200-0085-000
Type of property	Trust
Sheriff sale date	1-20-2015
Sheriff deed number	2015002689
Number of years tax delinquent	12 (2003-2014)
Taxes extinguished by Sheriff deed	\$ 1,926.73
Previous Owner	Carrie Thomas

Judgment information	\$ <u>1,926.73</u>	
Judgment total		\$ 1,926.73

Costs:

Court costs	\$ 181.33	
Publication fees	\$ 71.80	
Ad Litem	\$ 0	
Sheiff fees	\$ 95.21	
Research fees	\$ 200.00	
Recording fees	\$ 16.66	
Liens	\$ <u>14,100.43</u>	
Cost total:		\$ <u>14,665.43</u>

Judgment + Cost, total	\$ 16,592.17
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SUMMARY:

Judgment invo + Costs + liens	\$ 16,592.17
Offer - Steve Cone	4,300.00
Balance left to distribute	\$ (12,292.17)
Distribution to Freeport	\$ -0-

COMMENTS:

Zoning: R-3 Multi family residential

ACTION BY COUNCIL:

- Accept offer
- Reject offer
- Re-agenda
- Other _____

Motion by: _____ Second _____ Vote: _____

BID ANALYSIS

Cause Number:	72717	Account Number:	4200-0085-000
Offer Amount:	\$4,300.00	Value \$:	\$4,290.00
Person Offering:	STEPHEN CONE	Adjudged Value\$:	\$4,290.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2003-2013	\$302.94
BCED	2003-2013	\$0.00
Brazosport ISD	2003-2013	\$910.87
BRHND	2003-2013	\$39.13
Brazosport College	2003-2013	\$123.83
Velasco Drainage	2003-2013	\$60.63
City of Freeport	2003-2013	\$489.33
Total		\$1,926.73

Costs

Court Costs	\$181.33	Sheriff Fees	\$95.21
Publication Fees	\$71.80	Research Fees	\$200.00
Ad Litem		Recording fee's	\$16.67
	Liens		\$14,100.43
Cost of Deed		Deed file date	
Total			\$14,665.44

Post Judgement Information

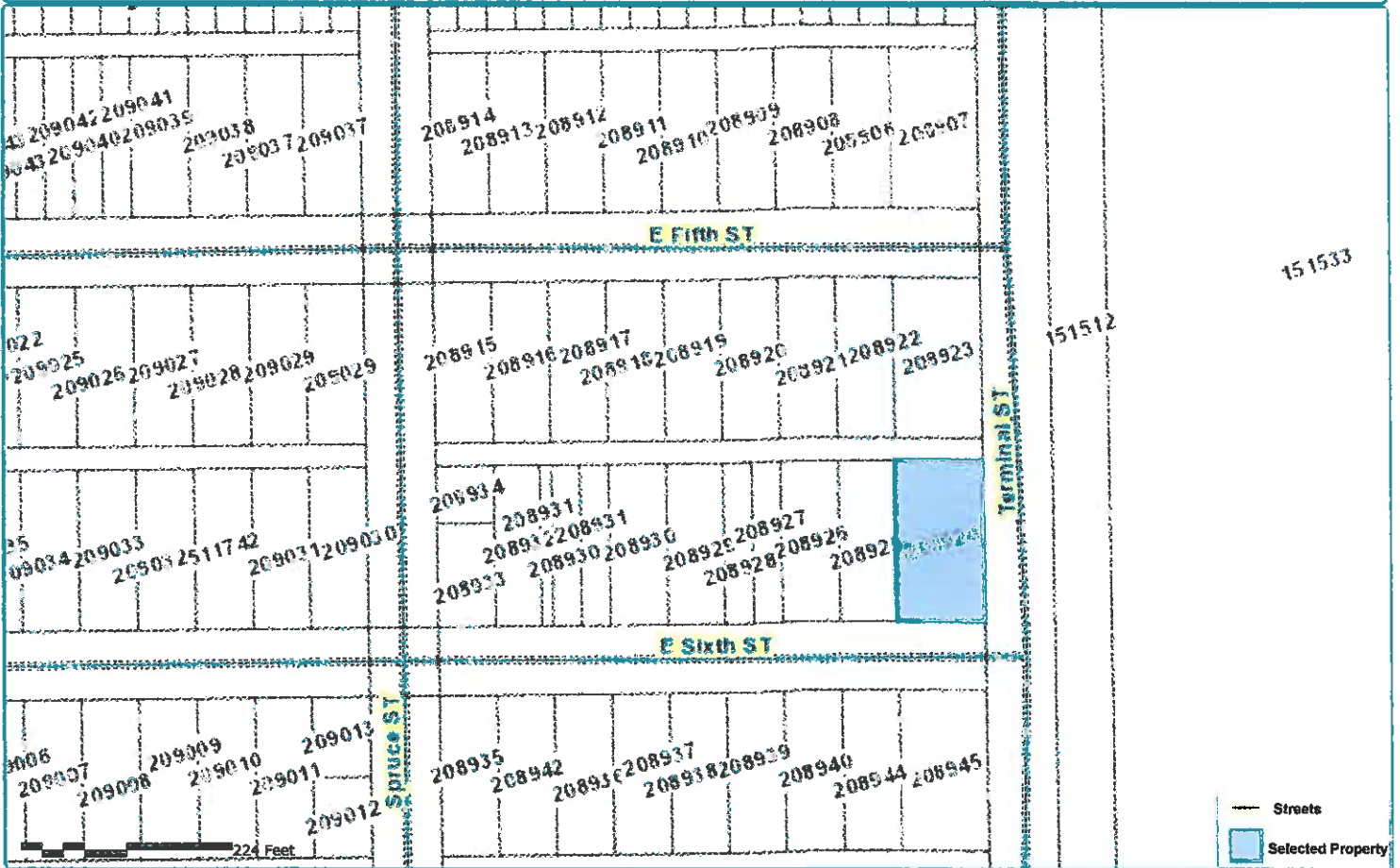
Taxing Entity	Tax Year's	
BC	2014	\$23.30
BCED	2014	\$0.00
Brazosport ISD	2014	\$58.70
BRHND	2014	\$2.10
Brazosport College	2014	\$13.13
Velasco Drainage	2014	\$4.58
City of Freeport	2014	\$31.59
Post Judgment Total		\$133.40

Proposed Distribution

Offer Amount	\$4,300.00	Costs & J	\$16,592.17
Net to Distribute \$			-\$12,292.17

BC	15.72%	\$0.00
BCED	0.00%	\$0.00
Brazosport ISD	47.28%	\$0.00
BRHND	2.03%	\$0.00
Brazosport College	6.43%	\$0.00
Velasco Drainage	3.15%	\$0.00
City of Freeport	25.40%	\$0.00

Brazoria CAD - Map of Property ID 208924 for Year 2015



Property Details

Account

Property ID: 208924
 Geo ID: 4200-0085-000
 Type: Real

Legal Description: FREEPORT, BLOCK 5, LOT 10

Location

Situs Address: E 6TH ST FREEPORT,
 Neighborhood: CITY OF FREEPORT T/S
 Mapsco:

Jurisdictions: CAD, NAV, DR2, RDB, SBR, JBR, GBC, CFP

Owner

Owner Name: CITY OF FREEPORT IN TRUST
 Mailing Address: , 200 W 2ND ST, , FREEPORT, TX 77541-5773

Property

Appraised Value: \$4,290.00

<https://propaccess.trueautomation.com/Map/View/Map/51/208924/2015>

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Enter an Address, Landmark, or other Location

Address

Bookmarks

Search Results

PID: [208924](#)

<input type="checkbox"/>	Bookmark	<input type="checkbox"/>	Hide Features	<input type="checkbox"/>	Export
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Results By Layer

ABSTRACTS	1	
BLOCKS	1	
CITY_LIMITS	1	

Your search returned 11 result(s) total.

Parcels (1)

[PID: 208924](#)

PID: 208924
 GEO ID: 42000085000
 TRACT NAME: 10
 PID: 208924
 OWNER: CITY OF FREEPORT IN TRUST
 MAILING 2: 200 W 2ND ST
 MAILING CITY: FREEPORT
 MAILING STATE: TX
 MAILING ZIP: 0
 LEGAL: SUBD - Freeport BLK - S Lot - 10
 DEED REF: V0352P463
 CALC. ACREAGE: 0.246 ac
 CALC. SQFT: 10712.125 sq ft
 CALC. PRMTR: 433.015 ft
 X COORDINATE: -95.340036392
 Y COORDINATE: 28.9447975988
 TRACT TYPE: 0



Item 18

Original approved Plan for Phase I improvements for downtown lighting.

City of Freeport
 West 2nd Street
 Freeport, TX
 77541

FACILITY SOLUTIONS group

5115 Steadmont
 Houston, Texas 77040
 713 690-6301
 Fax: (713) 690-5331

Attention: Jeff Pynes

Submitted by: Cesar Ramirez

DATE	WORK ORDER #	PHONE	START DATE	FSG ACCOUNT REP.	FSG LIGHTING MANAGER
1/12/2015	1643558	979-233-3526	TBD	Pete Thrasher	Brian Dwyer

FSG Electric is pleased to present the following quote for your approval:

832 607-8303

Scope of Work: FSG will install (20) new decorative poles with ²⁶(24) Philips LED pole fixtures
 FSG will install (20) new 18" pole bases for new Philips LED pole fixtures
 FSG will install 1200' of new 3/4" pvc conduit from existing panels to feed new pole bases
 (16) poles will have single fixtures and (4) will have double fixtures
 FSG will install (2) new time clocks with photocell override to control new Philips LED Pole fixtures

Inclusions: Labor and material to complete the scope of work
 Five year labor warranty includeds (30) hours total

Exclusions: Warranty on wiring, devices or equipment that are existing or supplied by others.
 Warranty does not guarantee the condition/suitability of existing circuitry.
 This proposal does not include any repairs or modifications to existing circuitry, fixtures or equipment not stated in the scope of work
 All landscape repair, concrete patching, finish or frame is excluded from price

Assumptions: All work to be completed during normal working hours Monday to Friday 8:AM to 5:PM
 Power will be turned off to complete the work

Clarifications: Warranty does not include the photocell, lighting controls, circuitry, etc...
 Labor Warranty does not include material

Material Amount \$	81,458.82
Labor Amount \$	66,638.86
Total no tax \$	148,097.68

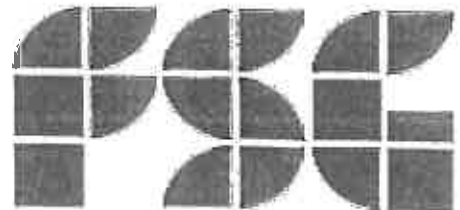
The above price's, specifications and conditions and are satisfactory and hereby accepted. FSG Electric is authorized to do the work as specified. Payment will be made net 30 from invoice date. Please reference wrk order number 1643558 on any inquiries

Date of proposal 01/12/15 Quote valid for 30 Days

Date of acceptance _____

Signature _____

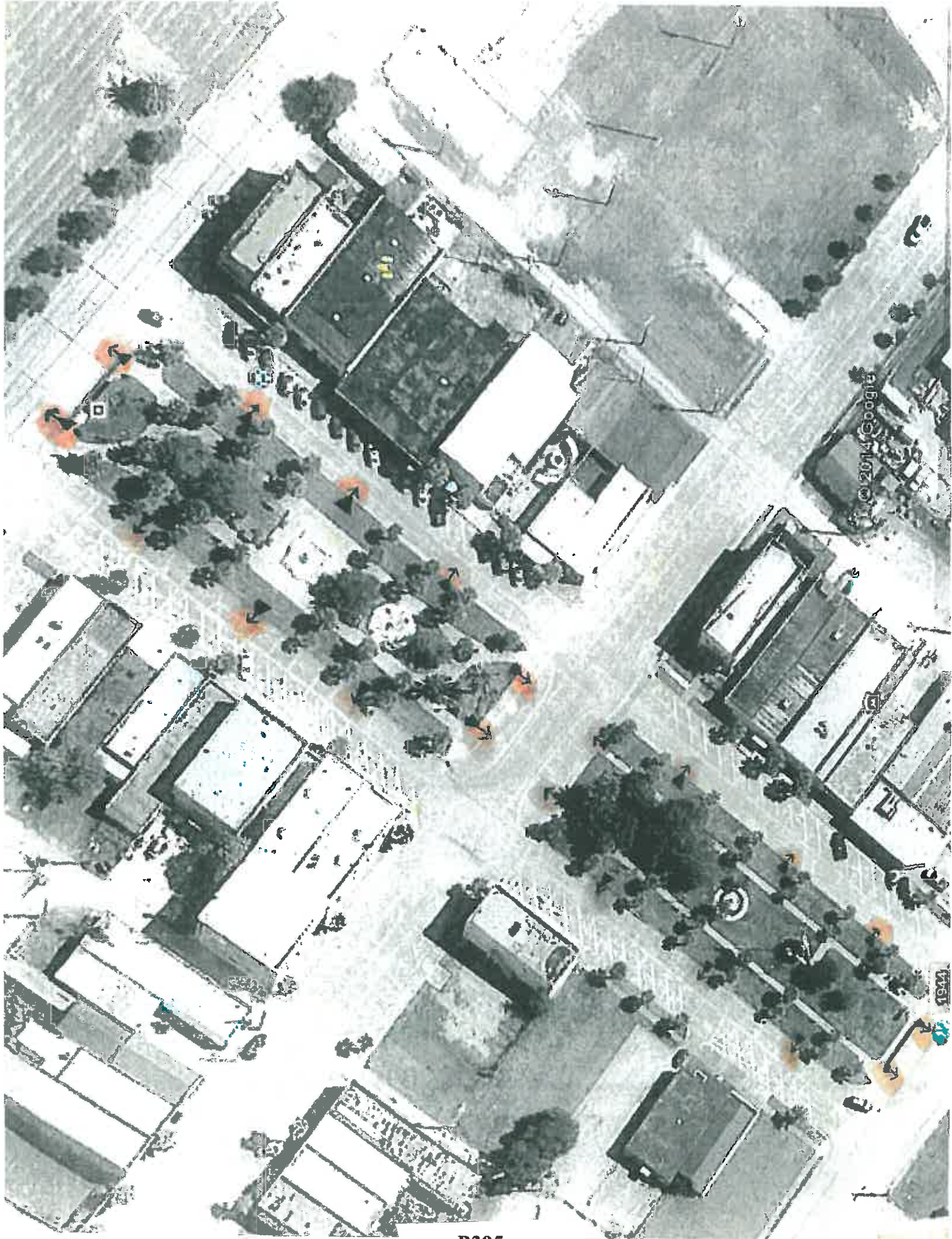
Printed Name _____



Regulated by the Texas Department of Licensing & Regulation for comments or complaints Contact
 PO Box 12157 Austin, Texas 78711 (800) 803-9202 (512)4636599 www.license.state.tx.us/complaints TECL# 24643

BuyBoard Current Vendors

Vendor	Address1	City	State	Zip	Effective	Expiration Contract
Facilities Connection, Inc.	240 E. Sunset	El Paso	TX	79922	4/1/2013	3/31/2016 Furniture - School, Office, Science, Library & Dormitory 414-12
Facilities Sources	13124 Player St.	Houston	TX	77045	11/1/2014	10/31/2015 Trade Services and Labor for Electrical, Plumbing, and HVAC 461-14
Facilities Sources	13124 Player St.	Houston	TX	77045	5/1/2012	4/30/2017 Job Order Contracting - Regional (EZIOC) 392-12
Facilities Sources	13124 Player St.	Houston	TX	77045	12/1/2014	11/30/2016 Job Order Contracting (RS Means) 464-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	11/1/2014	10/31/2015 Trade Services and Labor for Electrical, Plumbing, and HVAC 461-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	10/1/2013	9/30/2016 Parks & Recreation Equipment, Field Lighting Products & Installation 423-13
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	4/1/2014	3/31/2017 Energy Saving Lighting Products 437-13
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	9/1/2014	8/31/2017 Outdoor Street Lighting 456-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	12/1/2014	11/30/2017 Electric Vehicle Charging Stations 469-14
FacilityDude.com	14000 Regency Parkway Suite 200	Gary	NC	27518	11/1/2012	10/31/2015 Technology Equipment, Software, Supplies, & Telecommunications Products, Asse 409-12
Fair-Play Scoreboards	1700 Delaware Ave.	Des Moines	IA	50317	4/1/2013	3/31/2016 Athletic, PE Gym Supplies, Equip., Heavy Duty Exercise Equip. & Acc. 413-12
Fairway Sports Vehicles	1220 N. Robertson Road	Salado	TX	76671	6/1/2014	5/31/2017 Grounds Maintenance Equip. & Irrigation Parts, Supplies & Installation 447-14
Fairway Supply Inc	6621 N. Belt Line Rd. Suite 130	Irving	TX	75063	6/1/2013	5/31/2016 Building Maintenance, Repair, Operations Supplies & Equipment 415-12
Farber Specialty Vehicles	7052 Americana Parkway	Reynoldsburg	OH	43068	9/1/2014	8/31/2017 Mobile Command, Emergency Mgmt & Bio-Terrorist Vehicles 454-14
Farber Specialty Vehicles	7052 Americana Parkway	Reynoldsburg	OH	43068	9/1/2014	8/31/2017 Mobile Command, Emergency Mgmt & Bio-Terrorist Vehicles (Parts & Labor) 454-14
Fast Thermograph Printing Co.	2717 E. Missouri	El Paso	TX	79903	10/1/2014	9/30/2017 Copy and Print Services 466-14
FastServ Supply (formerly Ace Bolt & Screw)	4060 E. Plano Parkway	Plano	TX	75074	12/1/2012	1/31/2015 Automotive Grease, Oils, Lubricants, Etc. 410-12
Field Turf USA, Inc.	7445 Cole-de-Liesse Road, Site 200	Montreal	QC	H4T 1G2	3/1/2012	2/28/2015 Flooring Products - Indoor/Outdoor & Sports Surface: 391-12
Filly's Career Apparel	10101 Southwest Fwy., Suite 400	Houston	TX	77074	6/1/2013	5/31/2016 Uniforms & Accessories for Various Areas 416-12



Item 18

Proposed upgrade Plan for Phase I improvements for downtown lighting.

City of Freeport
West 2nd Street
Freeport, TX
77541

FACILITY SOLUTIONS *group*

5115 Steadmont
Houston, Texas 77040
713 690-6301
Fax: (713) 690-5331

Attention: Jeff Pynes

Submitted by: Cesar Ramirez

DATE	WORK ORDER #	PHONE	START DATE	FSG ACCOUNT REP.	FSG LIGHTING MANAGER
4/10/2015	1643558	979-233-3526	TBD	Pete Thrasher	Brian Dwyer

FSG Electric is pleased to present the following quote for your approval:

Scope of Work: FSG will install (4) new decorative poles with (4) Philips LED pole fixtures
FSG will install (4) new 18" pole bases for new Philips LED pole fixtures
FSG will install new 3/4" pvc conduit from existing panels to feed new pole bases
Existing controls will be used to control new fixtures

Heads installed on 26" arm will not hang from the fixture beyond the edge of the curb, so as to protect from 18 Wheelers from knocking them over.

Inclusions: Labor and material to complete the scope of work
Five year labor warranty includeds (30) hours total

Exclusions: Warranty on wiring, devices or equipment that are existing or supplied by others.
Warranty does not guarantee the condition/suitability of existing circuitry.
This proposal does not include any repairs or modifications to existing circuitry, fixtures or equipment not stated in the scope of work
All landscape repair, concrete patching/breakout, finish or frame is excluded from price

Assumptions: All work to be completed during normal working hours Monday to Friday 8:AM to 5:PM
Power will be turned off to complete the work

Clarifications: Warranty does not include the photocell, lighting controls, circuitry, etc...
Labor Warranty does not include material

Total	\$	29,617.54
Job Credit	\$	13,294.80
Total no tax	\$	16,322.74

The above price's, specifications and conditions and are satisfactory and herby accepted. FSG Electric is authorized to do the work as specified. Payment will be made net 30 from invoice date. Please reference work order number 1643558 on any inquiries

Date of proposal 04/10/15 Quote valid for 30 Days

Date of acceptance _____

Signature _____

Printed Name _____



Regulated by the Texas Department of Licensing & Regulation for complaints or complaints Contact
PO Box 12157 Austin, Texas 78711 (800) 603-0202 (512) 463-0990 www.license.state.tx.us/complaints TECL# 24643


Brazosport
Convention & Visitors Council
Clute • Freeport • Lake Jackson • Surfside Beach
www.visitbrazosport.com

April 10, 2015

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

Dear Mr. Pynes:

The Brazosport Area Chamber of Commerce would like to request to be on the city council agenda for the June 1st meeting. At that time an update will be given on the Brazosport Convention & Visitors Council's tourism promotion. We will also ask for continued funding for our marketing efforts.

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

Sincerely,

Edith Fischer
Director of Tourism



Collection Report to the City of Freeport

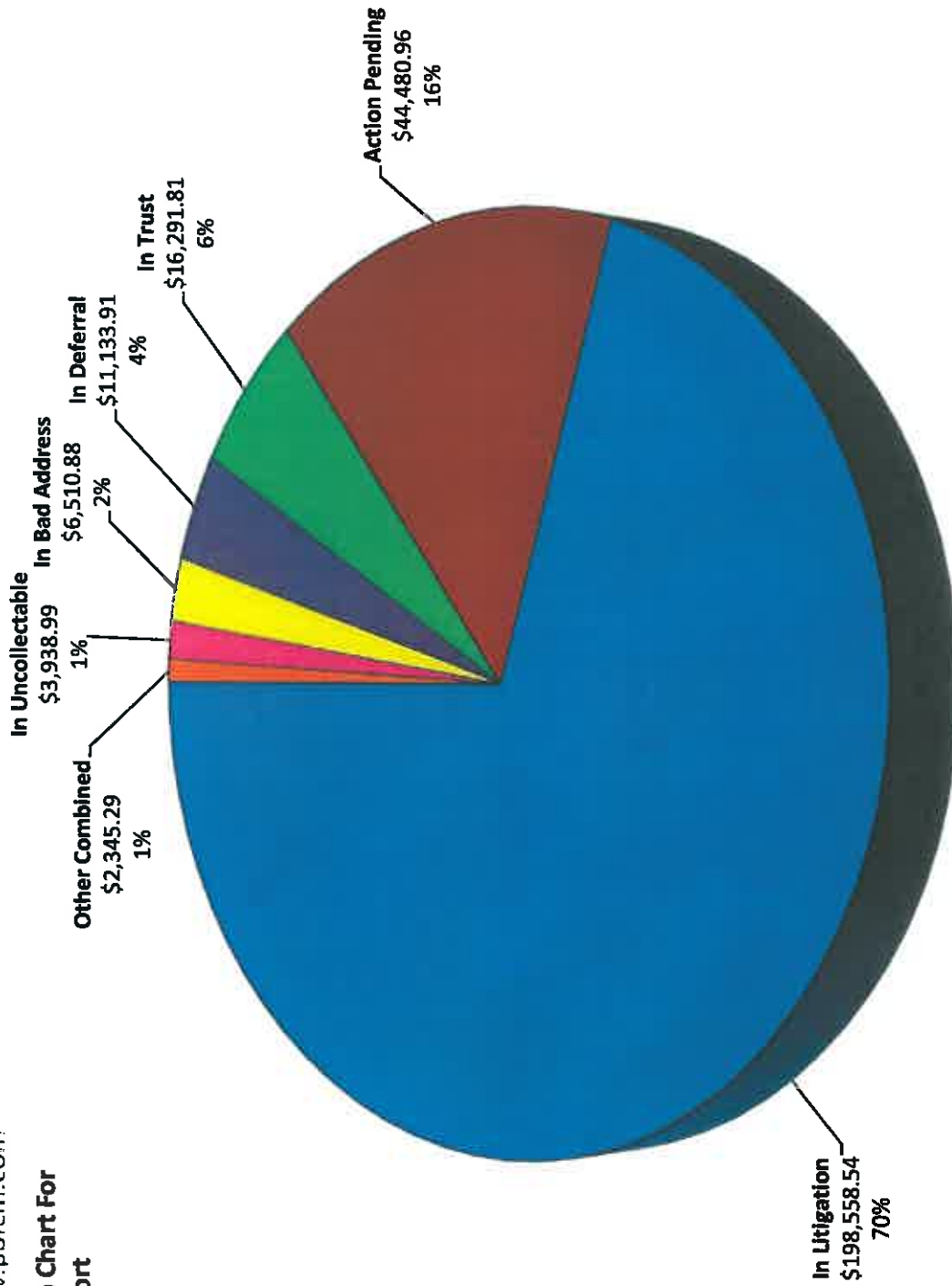
May 2015

Submitted by: Michael J. Darlow

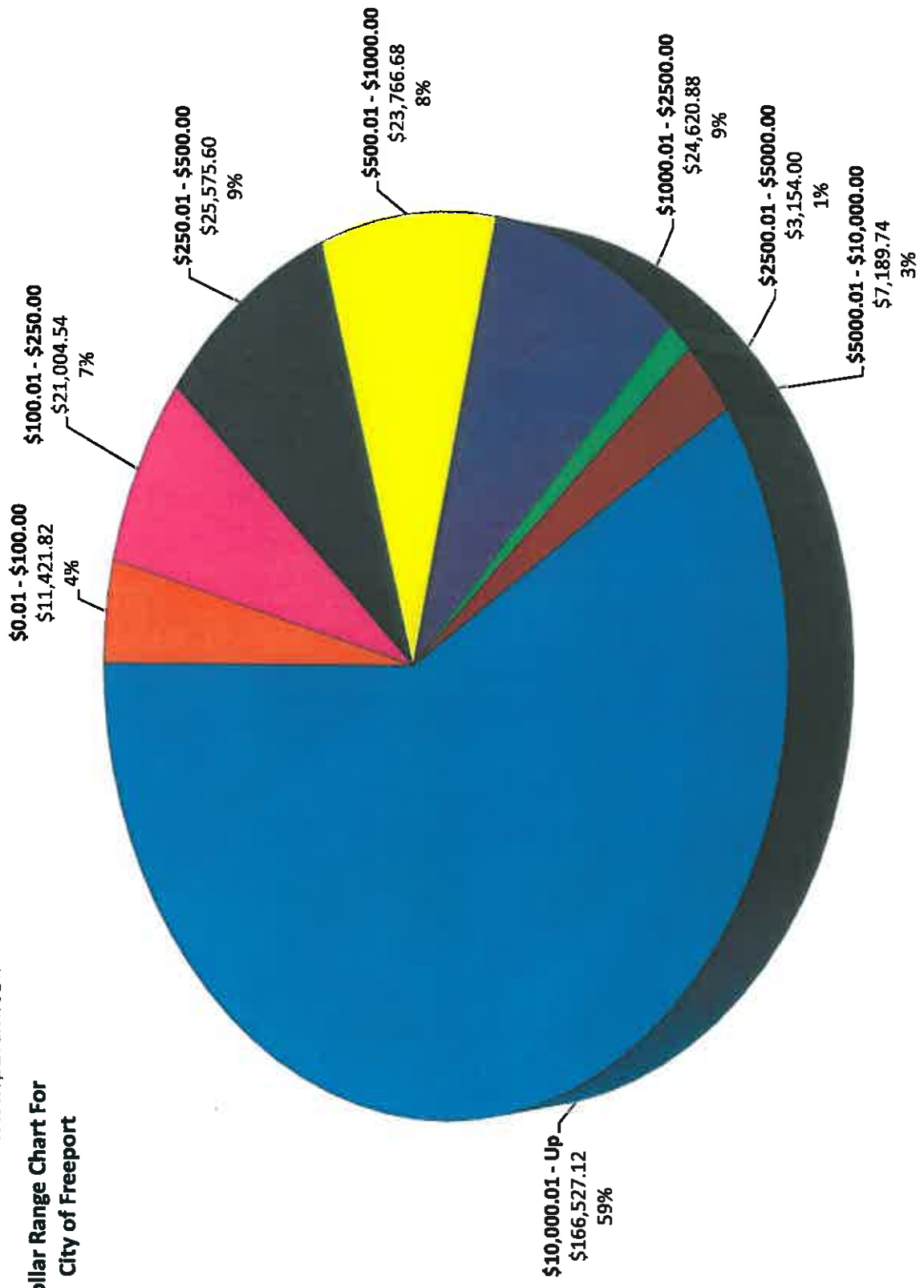
1235 North Loop West * Suite 600 * Houston * Texas * 77008 * (713) 862-1860

www.pbfc.com

Account Break Down Chart For
City of Freeport



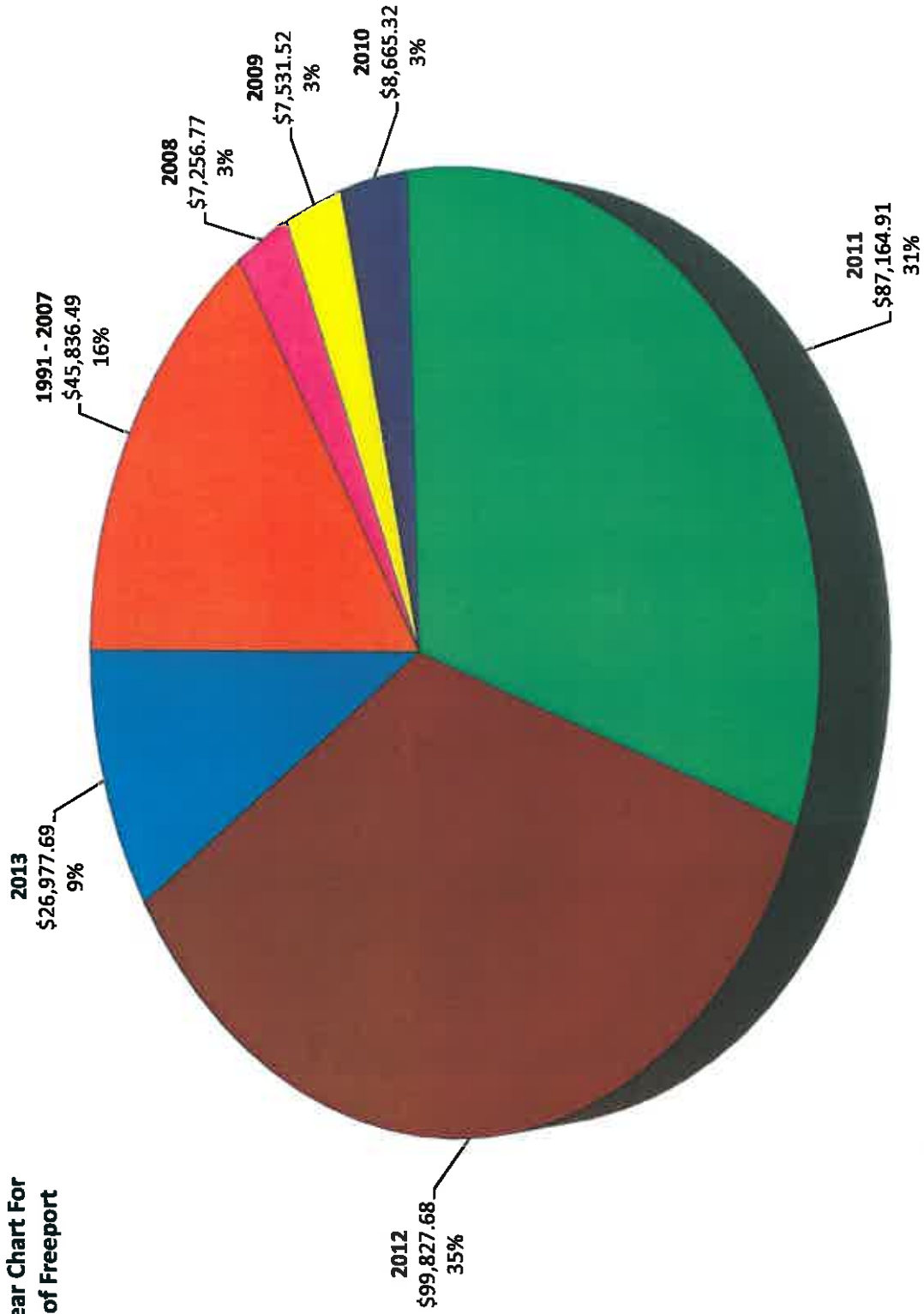
Dollar Range Chart For
 City of Freeport



Total Base Tax: \$283,260.38

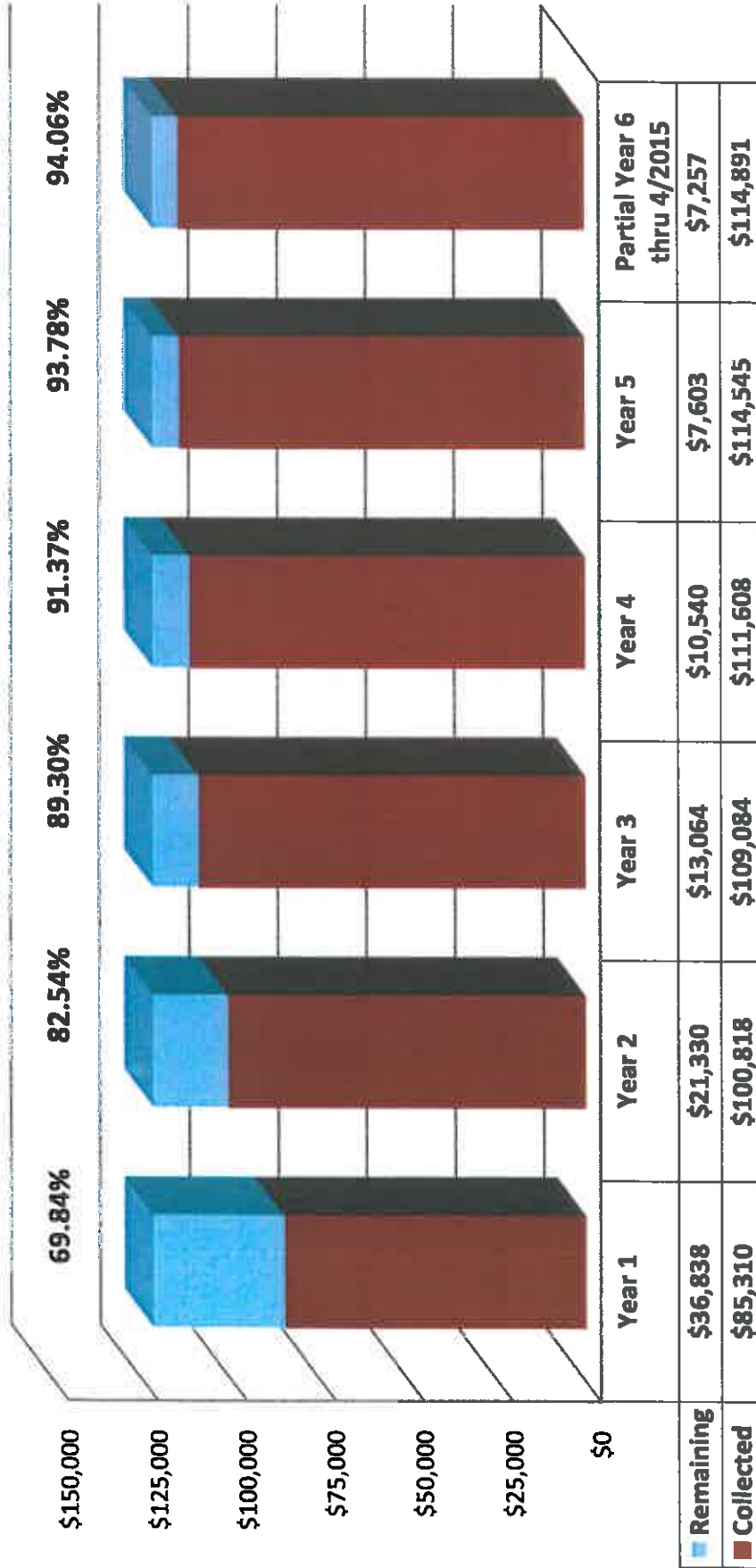
As Of 5/19/2015

Tax Year Chart For
City of Freeport



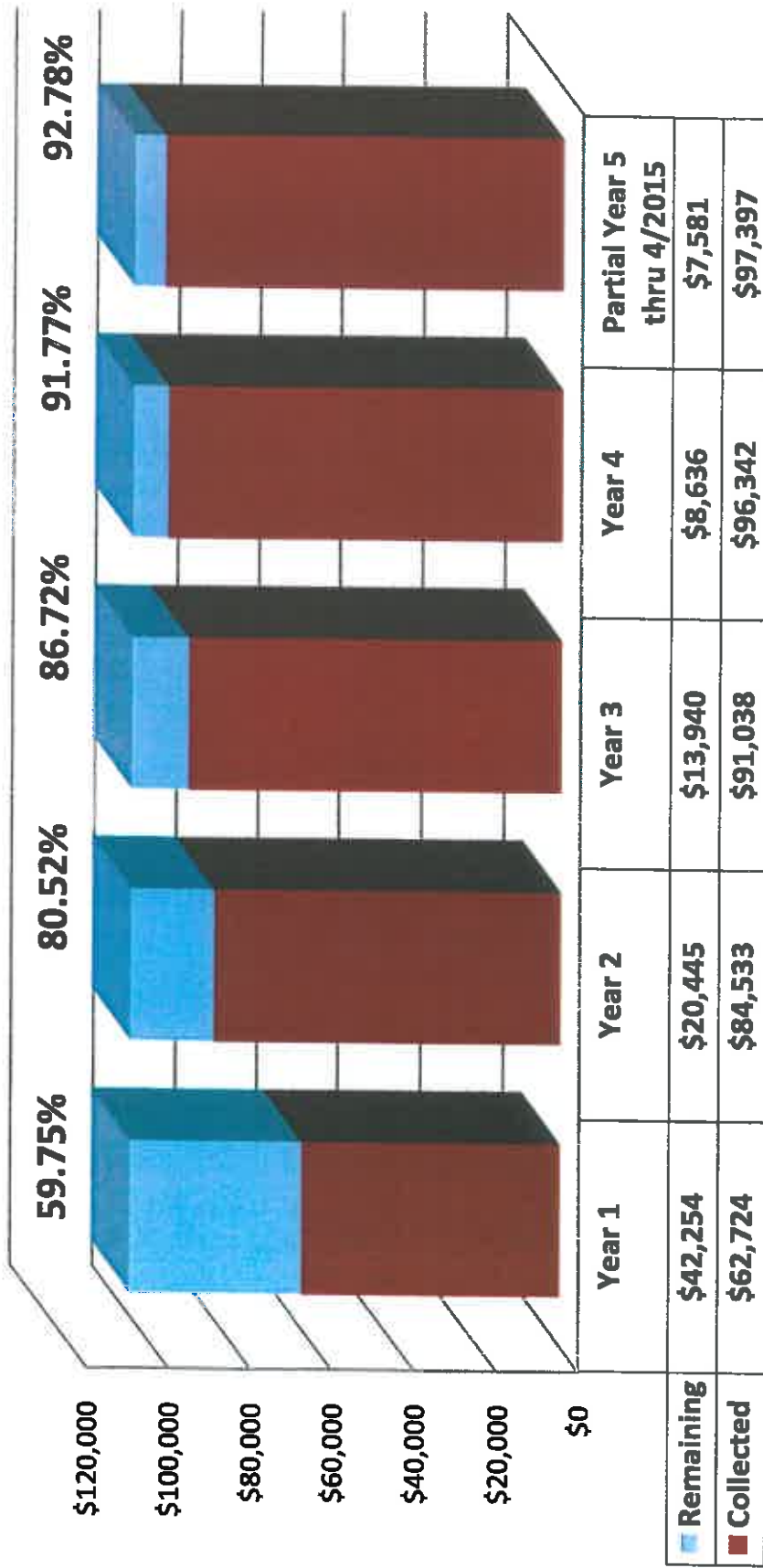
Stevens & Rau P. C.

CITY OF FREEPORT 2008 Percentage of Collection

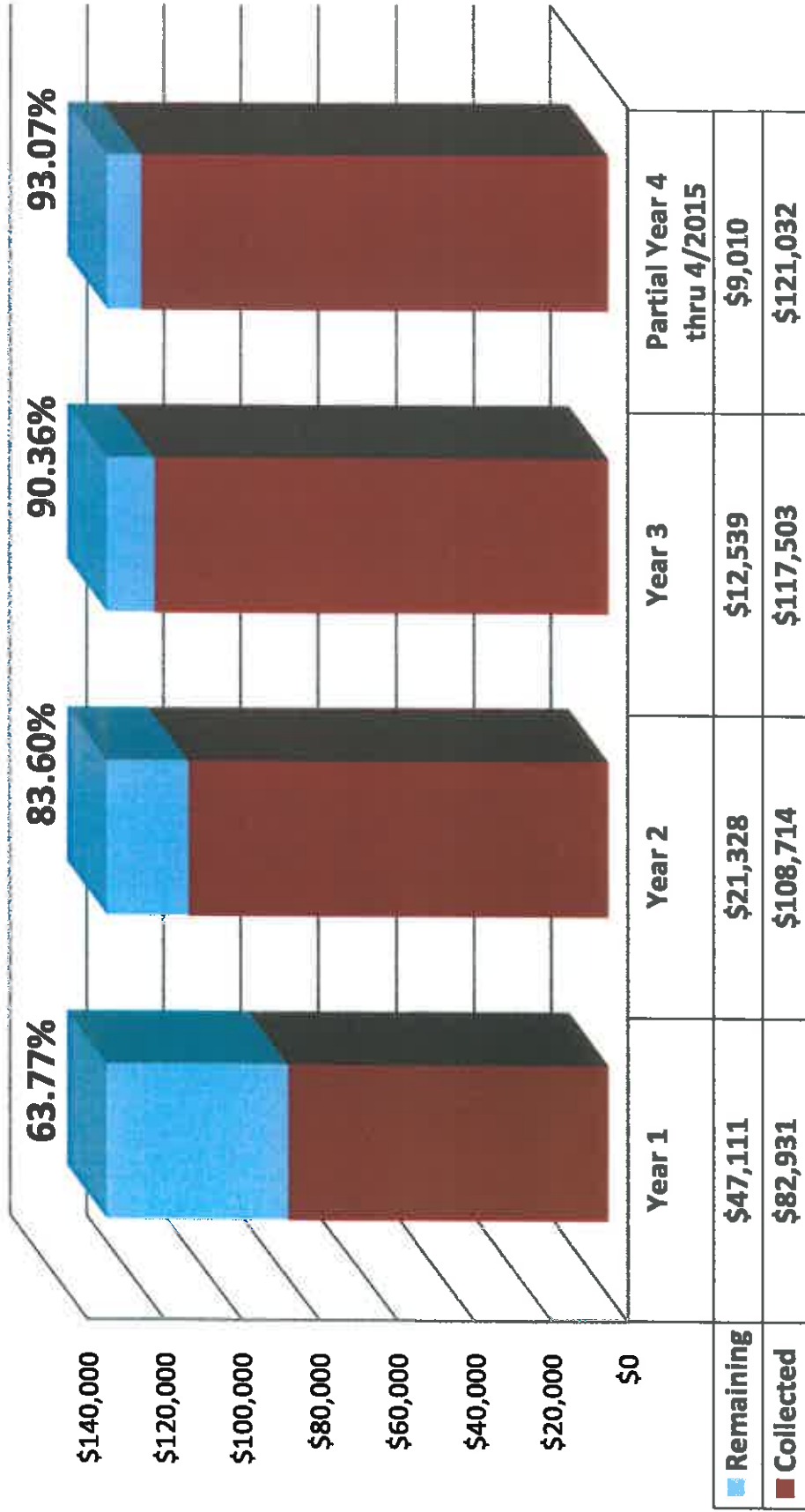


Stevens & Rau P. C.

CITY OF FREEPORT 2009 Percentage of Collection

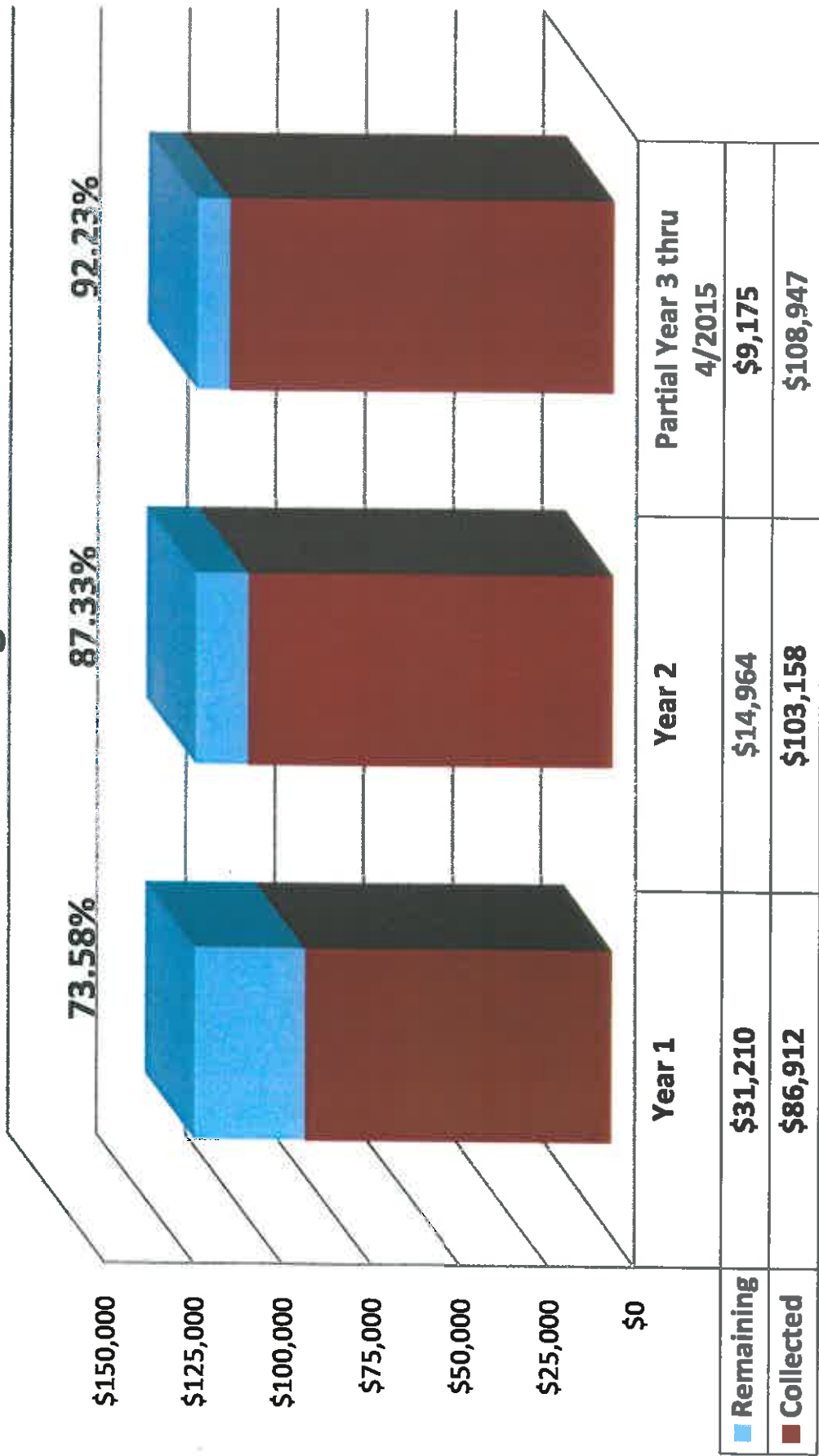


CITY OF FREEPORT 2010 Percentage of Collection



7/1 -6/30 for each year
Initial Outstanding Base Tax \$130,042 - as of 7/1/11

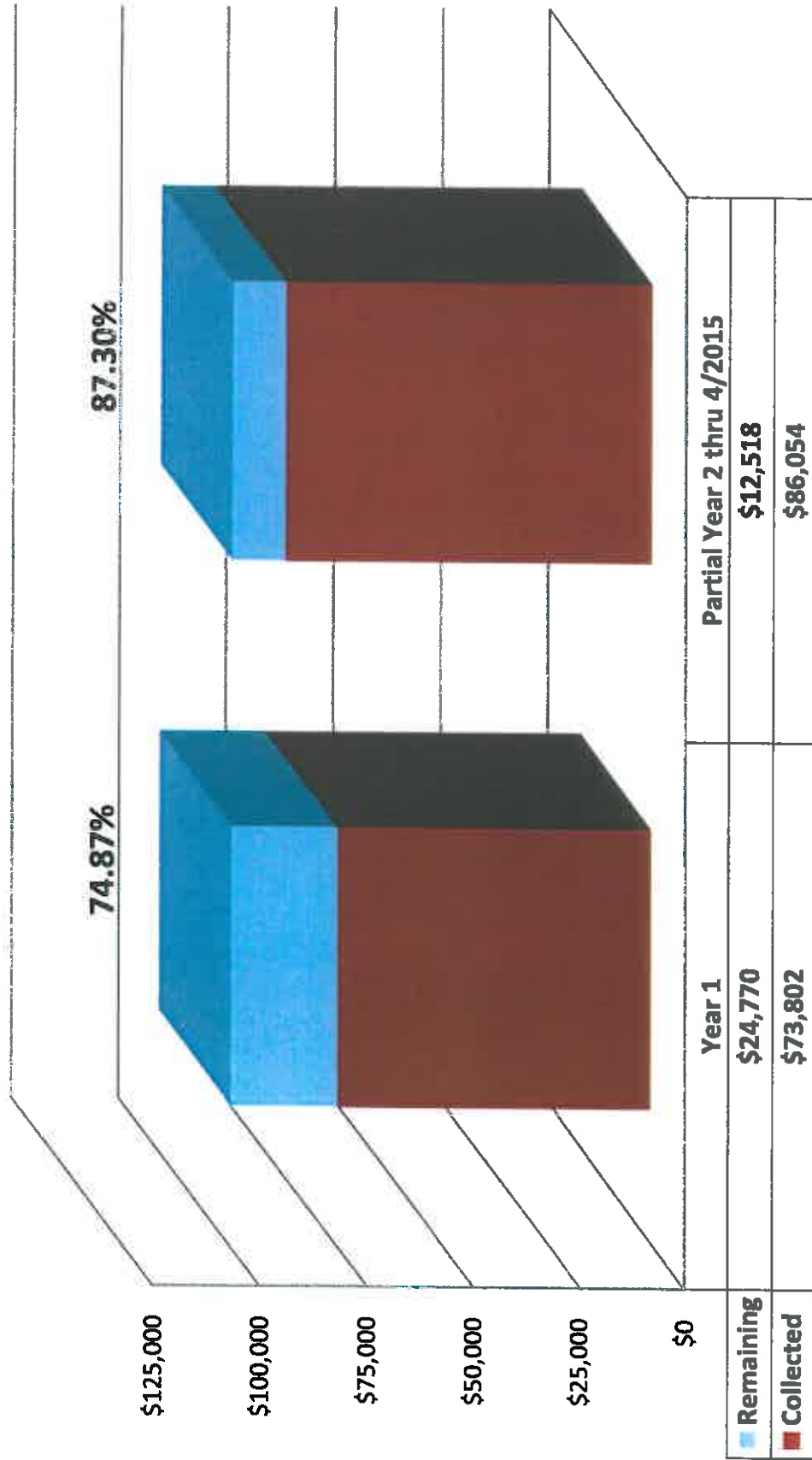
CITY OF FREEPORT 2011 Percentage of Collection



7/1 -6/30 for each year
Initial Outstanding Base Tax \$196,712* - 7/1/12
* Adjusted amount minus Capital Source account \$78,590 = \$118,122



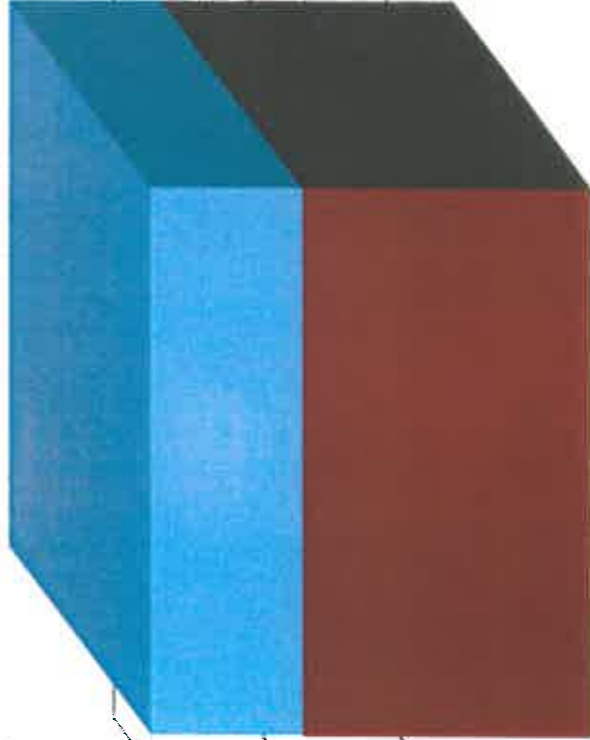
CITY OF FREEPORT 2012 Percentage of Collection



7/1 -6/30 for each year
Initial Outstanding Base Tax \$186,508 - as of 7/1/13
* Adjusted amount minus Capital Source account \$87,936 = \$98,572

CITY OF FREEPORT
2013 Percentage of Collection

65.89%



\$100,000
\$75,000
\$50,000
\$25,000
\$0

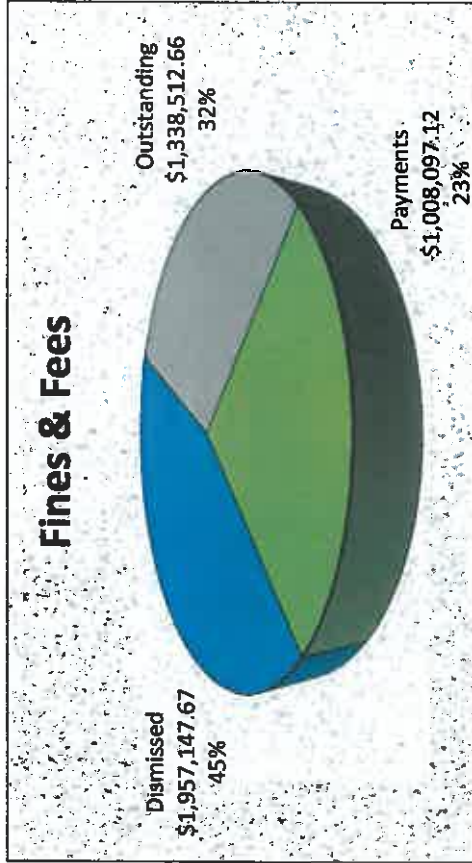
Partial Year 1 thru 4/2015

\$27,803
\$53,696

■ Remaining
■ Collected

Perdue, Brandon, Fielder, Collins, & Mott L.L.P.
 Fine and Fee Collection Report as of May 21, 2015

Court	Total Transport	Payments and/or Partial Payments	Dismissed/Cleared	Total \$ % Cleared	Address Correction
	\$ #	\$ # % of \$	\$ # % of \$		
City of Freeport/Fines	4,303,757.45 10,634	1,008,097.12 5,569 23.42%	1,957,147.67 10,702 45.48%	68.90%	5,530



Perdue, Brandon, Fielder, Collins, & Mott L.L.P.
 Fine and Fee Activity Report as of May 21, 2015

Court	Letters Mailed	Address Corrections	Phone Changes	Phone Contacts
City of Freeport Fines	28,989	5,530	4,474	5,065



April 13, 2015

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

Re: Riverside Lift Station Estimate

Mr. Pynes:

Per our discussion on Sewer problems we talked about upgrading the pumping capacity of Riverside Lift Station located behind Western Auto on Skinner Street. This station not only has a large gravity sewer system (drawing attached) but also the other lift station areas on the north side of the city pump to the gravity sewer mains of this station and it in turn pumps to Central Lift Station. Adding the two pumps and controls at this station would allow more pumpage during rain events and keeps the gravity system of this station flowing. During normal flow days the pumps would alternate pumping causing less wear on the pumps and if one did go out the city would still have the pumping capacity if needed.

I had an engineer look at this and he gave me a cost estimate of \$387,560.00 which includes the construction, basic engineering, and inspection. This is one project that would help move more the wastewater from the north side of the city to the wastewater facility during rain events but would benefit the city after rehabbing of the gravity sewer system on the north side of the city.

If you have any questions please call me and if you would like for us to proceed with this project please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Meeks".

Jerry Meeks
Project Manager, Veolia Water

Encl:



Logo of the City of Freeport, featuring a star and the text "CITY OF FREEPORT".

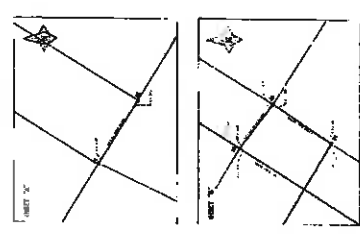
9502

DATE	10/15/02
BY	J. J. ...
CHECKED BY	...
APPROVED BY	...
SCALE	AS SHOWN
SHEET NO.	10
TOTAL SHEETS	10

THE CITY OF FREEPORT
SANITARY SEWER
COLLECTION SYSTEM
EVALUATION
NORTH SIDE

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/02	ISSUED FOR PERMITS
2	10/15/02	...
3	10/15/02	...
4	10/15/02	...
5	10/15/02	...
6	10/15/02	...
7	10/15/02	...
8	10/15/02	...
9	10/15/02	...
10	10/15/02	...



NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, JUNE 1, 2015, 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 May 19, 2015 Council Minutes. Pg. 319-321
5. Attending citizens and their business.
6. Consideration of approving or not approving to sell 4.1 feet of the Perry St. Right of Way adjacent to Lot 2 of the replat of Lots 7 through 12 and the east 2 feet of Block 663 of the Velasco Townsite according to the replat recorded in the Official Records of Brazoria County, Texas, as Document #2015000652. Pg. 322-331
7. Consideration of approving and authorizing the City Manager to expend funds for Investment Grade Audit agreement with Schneider Electric. Pg. 332-333
8. Consideration of approving and authorizing the City Manager to expend funds to improve approximately 14,100 feet of sewer piping for Lift Station # 9 with Veolia Water. Pg. 334-335
9. Consideration of advertising and setting a bid date for an exchange of lots in the Velasco Townsite area:

Block 35, Lots 9 through 12; Block 71, Lot 2; Block 507, Lot 6; Block 661, Lots 1 through 24; Block 676, Lots 14 and 15; Block 720, Lots 5, 11; Block 752, Lots, 12 13, 16, 19, 22, 24 ; Block 755, Lot 11; Block 764, Lots 18, 19; Block 789, Lot 3; Block 790, Lots 14, 15, 19 and 21; Block 809, Lots 13 and 24; Block 810, Lots 2, 3,4,5,7, 9 through 12 of the Velasco Townsite of said City, according to the map or plat recorded in volume 32 page 14 of the Deed Records of Brazoria County, Texas for an equal number of lots located within Block 729, 730, 731, 742, 743, 744, 759, 760, 761, 773 and 774 of said Townsite not presently owned by the City. Pg. 336-337
10. Consideration of approving and resetting a bid date for the construction of "Emergency Power and Monitoring Systems", furnishing all labor, material, and equipment and Performing all work required for the construction project.

11. Consideration of approving Resolution No. 2015-2468 accepting the bid and authorizing the Mayor and the City Secretary to execute and attest , respectively and the Mayor to acknowledge and deliver to Great American Title Company of Lake Jackson, Texas an earnest money contract and a Special Warranty Deed conveying to Charles Rogers, D/B/A Coastal Commercial Property, as assignee of Gardner L. Campbell, Jr., the successful bidder therefor, the surface and surface only of Lots 13 through 21, Block 6, Velasco Townsite, City of Freeport Brazoria County Texas. Pg.338-353
12. Consideration of approving Resolution No. 2015-2469 designating the Asst. City Manager Gilbert Arispe to act for and on behalf of the City of Freeport in dealing with the State of Texas General Land Office for the purpose of applying for state assistance to clean and maintain the public beaches. Pg. 354
13. Consideration of approving and renewing the contracts for the collection of delinquent taxes and for the collection, mowing, demolition and paving liens and/or assessments with Perdue, Brandon, Fielder, Collins & Mott, LLP. Pg. 355-364
14. Consideration of approving a request from Habitat for Humanity of Southern Brazoria County to waive all tap fees, permit fee and liens on Block 183, Lot 7, Tax Id. 4201-1859-000 for construction House No. 97, known as 1723-1725 W. 8th Street. Pg. 365-372
15. Consideration of selling the City's interest in Block 5, Lot 7, Freeport Townsite, known as 527 East 5th Street, Tax Id. # 4200-0082-000. Pg. 373-377
16. Consideration of selling the City's interest in Block 5, Lot 9, Freeport Townsite, known as 537 East 5th Street, Tax Id. # 4200-0084-000. Pg. 378-382
17. Consideration of selling the City interest in Block 5, Lot 10, Freeport Townsite, known as 567 East 6th Street, Tax Id. # 4200-0085-000. Pg. 385-390
18. Consideration of approving and upgrading Phase 1 Memorial Park lighting plan. Pg. 391-397
19. Consideration of taking action on any items discussed in Executive Session.

Work Session:

- A. Presentation by Edith Fischer, Director of Tourism of the Brazosport Convention & Visitors Council promoting and request for continued funding. Pg. 398
- B. Report on the collections of delinquent taxes by Mike Darlow of Perdue, Brandon, Fielder, Collins & Mott, L.L. P. Pg. 399-410
- C. Update on authorized new road improvements.
- D. Discussion regarding rental/lease single and multifamily pre-inspection ordinance.

E. Update on demolition properties.

F. Discussion regarding the CDBG sewer infrastructure project. Pg. 411-413

G. Update information on Phase 2 & 3 of the City lighting plan.

Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation settlement offers or other matter 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 Legal Negotiations: East end road infrastructure.
- Regarding TCEQ - Fuel tank removal from old Service Center.
- Gulf Chemical

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, May 29, 2015 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 Freeport City Council met on Tuesday, May 19, 2015 at 6:00 p.m. at the Freeport Police Department Building, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

Mayor Norma Moreno Garcia
Councilman Larry L. McDonald – Absent
Councilman Fred Bolton
Councilwoman Sandra Loeza – Absent
Councilwoman Sandra Barbree

Staff:

Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Larry Fansher, Public Works Director

Visitors:

Arthur Moreno, Sr.	Valentine Moreno
Arthur Moreno, Jr.	Tina Robledo
Marie Zarate	Landis Adams
Mobey Burridge	Evelyn Burridge
Ronald Theriot	Annette Sanford
Daniel Garcia	Danielle Soto
Tiffany G. Olguin	Kari Dominquez
Cheryl Woodard	Sherri Flow
Milam Miller	Daniela Ramirez
Roy Yates	Lily Tobias
Jennifer Bolton	Christi Mercado
Thurston Moreno	Merlinda Cardenas
Beatrice Gonzalez	Cindy Cain
Kelly Tobias	

Call to order.

Mayor Norma Moreno Garcia called the meeting to order at 6:00 p.m.

Invocation.

Mr. Shaw offered the invocation.

Pledge of Allegiance.

Lily Tobias led the Pledge of Allegiance.

Consideration of approving the May 4, 2015 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved the May 4, 2015 Council Minutes.

Attending citizens and their business.

There were none.

Consideration of approving Ordinance No. 2015-2088 canvassing the returns and declaring the results of the 2015 General Annual Election for the City of Freeport.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved Ordinance No. 2015-2088 canvassing the returns and declaring the results of the 2015 General Annual Election for the City of Freeport .

Administer Oath of Office to the re-election of Mayor Norma Moreno Garcia and the re-election of Councilwoman Sandra Barbree for Ward D and re-election of Councilman Fred Bolton for Ward B.

Milam Miller Justice of the Peace, Precinct 1, Place 2 administered the Oath of Office to the elected Mayor Norma Moreno Garcia, Fred Bolton for Ward B and Sandra Barbree for Ward D.

Consideration of selecting a Mayor Pro Tem.

On a motion by Councilman Bolton, seconded by Mayor Norma M. Garcia, with all present voting "Aye", Council unanimously approved Councilwoman Sandra Barbree as Mayor Pro Tem for the City of Freeport.

Work Session:

Update on current terms and /or expired Boards and Commissions.

Mayor Norma M. Garcia instructed City Secretary Delia Munoz to advertise in the local newspaper for volunteers who are interested in serving on the Boards or/and Commissions of the City of Freeport.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Mayor Norma Moreno Garcia adjourned the meeting at 6:12 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

City Secretary Delia Munoz
City of Freeport, Texas

APPRAISAL REPORT OF REAL PROPERTY

LOCATED AT:

N. Gulf Blvd. & Perry
Perry Street ROW adjacent to the east property line of Lot 12, Block 663
Freeport, Tx 77541

FOR:

City of Freeport
200 West 2nd Street
Freeport, Tx 77541

AS OF:

November 11, 2014

BY:

Joseph A. Fischer
Joseph A. Fischer & Co., Inc.
54 White Oak Ct.
Lake Jackson, Texas 77566

cc: L. O'Neal
12-4-15

Appraisal Report

File No. 9317

Borrower N/A Census Tract 6643.00 Map Reference KM 911 Y
 Property Address N. Gulf Blvd. & Perry
 City Freeport County Brazoria State Tx Zip Code 77541
 Legal Description West 4.1 feet of Perry Street ROW adjacent to the east property line of Lot 12, Block 663, Velasco Townsite
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ N/A (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client City of Freeport Address 200 West 2nd Street, Freeport, Tx 77541
 Occupant N/A Appraiser Joseph A. Fischer Instructions to Appraiser _____

Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Build Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	
Growth Rate	<input checked="" type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	
Present Land Use	<u>80%</u> 1 Family	<u>3%</u> 2-4 Family	<u>2%</u> Apts. <u>0%</u> Condo <u>6%</u> Commercial	
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (**)	
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>10</u> % Vacant	
Single Family Price Range	\$ <u>10,000</u> to \$ <u>150,000</u> Predominant Value \$ <u>40,000</u>			
Single Family Age	<u>55</u> yrs. to <u>75</u> yrs. Predominant Age <u>65</u> yrs.			

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Freeport is one of four small towns (population 13,000) making up the "Brazosport" area 60 miles south of Houston. Land uses are primarily commercial on the major thoroughfares and residential elsewhere. Employment centers, shopping and all levels of public schools are within ten miles.

Dimensions 4.1' x 125' = 513 Sq. Ft. or Acres Corner Lot
 Zoning classification N/A Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) See comments below
 Elec. Public Other (Describe) _____ OFF SITE IMPROVEMENTS
 Gas _____ Street Access Public Private _____ Topo Level
 Water _____ Surface Concrete Size Below average
 San. Sewer _____ Maintenance Public Private _____ Shape Rectangular
 Underground Elect. & Tel. Storm Sewer Curb/Gutter _____ View Commercial
 Sidewalk Street Lights _____ Drainage Appears adequate
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): is the property located in a HUD Identified Special Flood Hazard Area? No Yes
See attached addenda.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>N. Gulf Blvd. & Perry Freeport</u>	<u>801 N Gulf Blvd Freeport, TX 77541</u>	<u>W. 2nd Street @ Maple Freeport</u>	<u>W. 1st Street @ Maple Freeport</u>
Proximity to Subject		<u>0.08 miles S</u>	<u>1.51 miles SE</u>	<u>1.48 miles SE</u>
Sales Price	\$ <u>N/A</u>	\$ <u>27,500</u>	\$ <u>52,500</u>	\$ <u>20,500</u>
Price SF		\$ <u>2.32</u>	\$ <u>1.88</u>	\$ <u>1.46</u>
Data Source	<u>Field Review</u>	<u>MLS #C52952C</u>	<u>MLS #C44694C</u>	<u>MLS #L52797C</u>
Date of Sale and Time Adjustment	DESCRIPTION <u>11/14</u>	DESCRIPTION <u>07/13</u>	DESCRIPTION <u>10/10</u>	DESCRIPTION <u>10/12</u>
Location	<u>Urban</u>	<u>Urban</u>	<u>Urban</u>	<u>Urban - Inferior</u>
Site/View	<u>513 SF</u>	<u>11,874 SF</u>	<u>28,000 SF</u>	<u>14,000 SF</u>
Sales or Financing Concessions	<u>N/A</u>	<u>Cash to seller</u>	<u>Cash to seller</u>	<u>Cash to seller</u>
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$ <u>0.50</u>
Indicated Value of Subject		Net % \$ <u>2.32</u>	Net % \$ <u>1.88</u>	Net % \$ <u>1.96</u>

Comments on Market Data: There are no sales of 4' wide lots. The site will be valued as a typically sized tract on a unit basis. Sale 1 is the only recent sale of a vacant lot on N. Gulf Blvd. Sales 2 and 5 are on W. 2nd Street another major thoroughfare. Sales 3 and 4 are nearby commercial lots located one block off the primary W. 2nd thoroughfare.
 Comments and Conditions of Appraisal: Sale 3 previously sold in November, 2011 for \$11,000 (MLS #L46695C). Sale 5 was improved with a dwelling that was close to being condemned. While the buyer chose to renovate the structure, the broker stated the building was a detriment at the time of sale. The improvement adjustment is estimated by the cost to demolish the structure (\$3,500 divided by 7,000 SF). Sales 3 and 4 are one block removed from W. 2nd and have slightly inferior locations for commercial sites.
 Final Reconciliation: The most recent sale on N. Gulf Blvd. indicates a value of \$2.32 PSF. Sale 2 and Sale 5, after adjustment for the dwelling in disrepair, provide support. Therefore, the indicated value for the subject site is \$2.30 PSF or \$1,180, rounded to \$1,200.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 11 2014 to be \$ 1,200
APPRAISAL REPORT IS SUBJECT TO HYPOTHETICAL CONDITION THAT PROPERTY IS VACANT AND AVAILABLE FOR USE.
 Appraiser(s) Joseph A. Fischer Did Did Not Physically Inspect Property
 Review Appraiser (if applicable) _____

Supplemental Addendum


File No. 9317

Lender/Client	City of Freeport			
Property Address	N. Gulf Blvd. & Perry			
City	Freeport	County	Brazoria	State Tx Zip Code 77541
Lender	City of Freeport			

• Land : Site Comments

The subject property is a 4.1 foot strip along the west line of the Perry Street right-of-way between N. Gulf Bid. and a 20' wide alley in Block 663 of Velasco Tcwnsite. The building on the adjacent lot encroaches into the Perry Street ROW and the subject property.

As a stand alone vacant site, the subject tract is too narrow for any feasible use. Hence, the highest and best use of the site, as if vacant and available for use, is assembled by an adjacent land owner.

Lender/Client	City of Freeport		File No. 9317
Property Address	N. Gulf Blvd. & Perry		
City	Freeport	County	Brazoria State Tx Zip Code 77541
Lender	City of Freeport		
Purpose			
The purpose of this appraisal is to estimate market value for a possible sale.			
Scope of Work			
A field review of the subject property was made November 11, 2014 for the purpose of gathering information relevant to the property's value. The field review was limited to readily observable components only. Physical characteristics of the lot was obtained from a plat map. Research for comparable sales included the appraiser's files and MLS. The compiled data was analyzed using the traditional direct sale comparison approach to value. Since the property is being appraised as vacant land, the cost and income approaches were not applicable.			
Intended Use / Intended User			
Intended Use: Possible sale.			
Intend User(s): City of Freeport.			
History of Property			
Current listing information: None.			
Prior sale: Research did not reveal a sale of the subject property or prior sale of any comparable within the past three years.			
Exposure Time / Marketing Time			
See comments below.			
Personal (non-realty) Transfers			
None.			
Additional Comments			
Exposure Time/Marketing Time - The period of time necessary to sell a property is referred to as the marketing time and occurs after the effective date of the appraisal. Exposure time occurs prior to the effective date of the appraisal and is the estimated time the subject property would have been exposed to the market prior to the hypothetical sale of the property on the effective date. Reasonable exposure time for the subject property is the same as the typical marketing time for the defined subject neighborhood on page 1 unless otherwise noted and assumes the property is properly priced and marketed in a professional manner.			
A look back time frame is used to research market conditions, comparable sales, rents, etc. Value is estimated by establishing the trend of the past and forecasting how, or if, that trend will continue in the immediate future. In this case, the market was researched for comparables over the past five years.			
The subject site has a commercial on the tract. This appraisal values the land as if vacant and available for use. Therefore, this appraisal is subject to the HYPOTHETICAL CONDITION that the property is vacant and available for use. USPAP defines a Hypothetical Condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis."			
Certification Supplement			
<ol style="list-style-type: none"> 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan. 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event. 3. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment. 			
Appraiser:  Signed Date: 11/13/14 Certification or License #: 1320173-G Certification or License State: Tx Expires: 03/31/2015 Effective Date of Appraisal:	Supervisory Appraiser: Signed Date: Certification or License #: Certification or License State: Expires: Inspection of Subject: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only <input type="checkbox"/> Interior and Exterior		

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:


1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

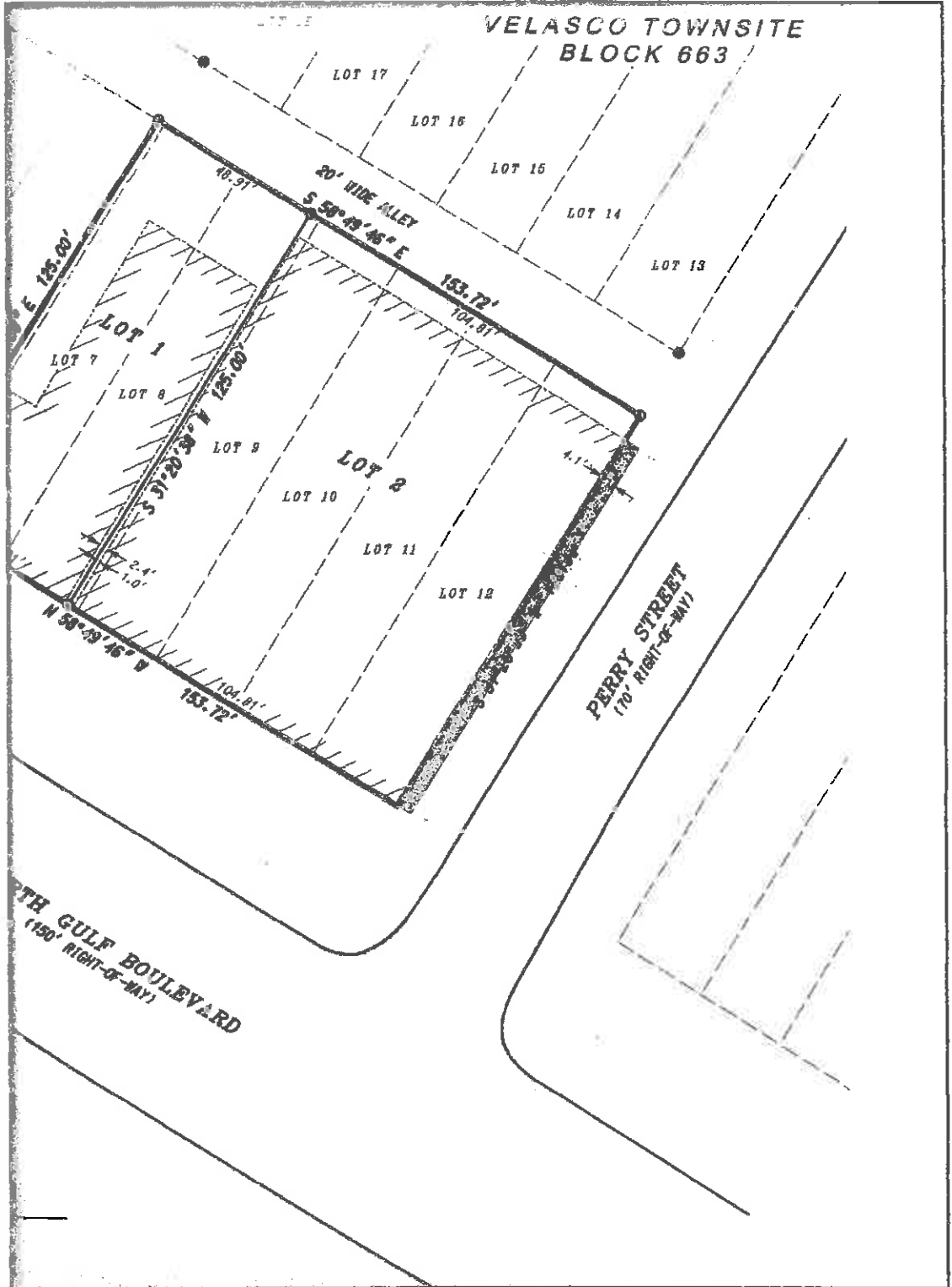
SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: N. Gulf Blvd. & Perry, Freeport, Tx 77541

APPRAISER:	SUPERVISORY APPRAISER (only if required):
Signature: 	Signature: _____
Name: <u>Joseph A. Fischer</u>	Name: _____
Date Signed: <u>November 11, 2014</u>	Date Signed: _____
State Certification #: <u>1320173-G</u>	State Certification #: _____
or State License #: _____	or State License #: _____
State: <u>Tx</u>	State: _____
Expiration Date of Certification or License: <u>03/31/2015</u>	Expiration Date of Certification or License: _____

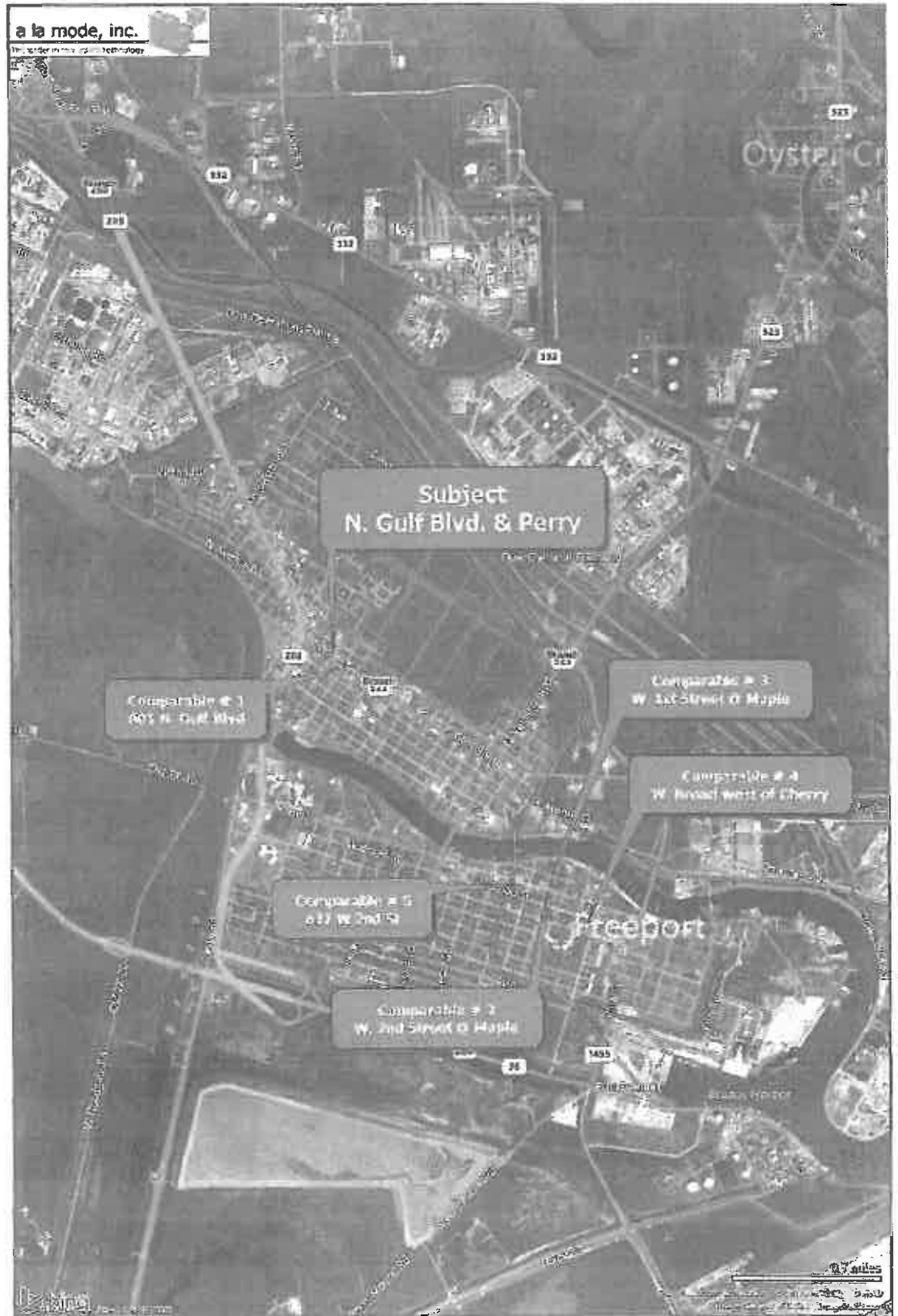
Did Did Not Inspect Property

Lender/Client	City of Freeport		
Property Address	N. Gulf Blvd. & Perry		
City	Freeport	County Brazoria	State Tx Zip Code 77541
Lender	City of Freeport		



Comparable sales map

Lender/Cient	City of Freeport			
Property Address	N. Gulf Blvd. & Perry			
City	Freeport	County	Brazoria	State Tx Zip Code 77541
Lender	City of Freeport			



Lender/Client	City of Freeport						
Property Address	N. Gulf Blvd. & Perry						
City	Freeport	County	Brazoria	State	Tx	Zip Code	77541
Lender	City of Freeport						



Subject Facing North

N. Gulf Blvd. & Perry
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Urban
View 513 SF
Site
Quality
Age



Subject Facing South



Subject Street

City of Freeport
 200 West 2nd
 Freeport, TX 77541
 409-283-6526

Purchasing Procedures: Purchases over \$500 must be prior approved by the City Manager and issued an approved purchase order number for the requested expenditure. Purchases over \$50,000 are subject to the requirements of the competitive bid process unless specifically exempted by State Law and must also be approved by City Council.

DATE
 3-9-15

PURCHASE ORDER REQUISITION

VENDOR NAME: Schneider Electric PO # _____
 ADDRESS: _____ PHONE # _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 DEPARTMENT: _____

ACCOUNT NO	ACCOUNT NAME	DESCRIPTION	REQUESTED EXPENDITURE	BUDGETED ALLOCATION FOR PURCHASE	LINE ITEM BALANCE IF APPROVED
10-410 2413	Professional Services	Contract Sum: SEATED CONTRACT. LESS - Expense Reimbursement 900 UEOLIA WALTER - FOR MANAGEMENT BOX Lids - Sea Attache	11,900.00 (2,913.08)		
NONBUDGET EXPENDITURE EXPLANATION					

Vendor: _____ Amount: _____
 Vendor: _____ Amount: _____
 Amount: _____
 Requisitioned By: _____
 Department Director: Stovall
 Total: 11,608.68

Account # 413 DATE: 4/6/15 BY: WIC CITY MANAGER _____
 Total Budget 231,223 NOTE: _____ DENIED: _____ APPROVED: _____
 Current Balance 80,420 MAYOR _____
 BALANCE OF APPROVER: _____
 % OF BUDGET YR PASSED: _____
 PURCHASING/ACCOUNTS PAYABLE: Terisha Taylor



Original Invoice

INVOICE # 800001

Remit To: PO Box 841888
Dallas, TX 75284-1888
Phone: (972) 323-5537
Fax: (972) 242-1083

Wire Transfers To: Bank of America
ABA Routing Number 026008893
For Account Number: 4428888888

Call above number with question about your invoice.

Project Mgr: EG Install House Account

Job # RC19P0108
Description City of Freeport Texas
ES 2013 PC

App #: 00002
App Date: 3/19/2015
Period From: 2/1/2015
Period To: 2/28/2015

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	0.00	0.00
In previous months by Owner		
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00

NET CHANGES by Change Order \$0.00
The undersigned contractor certifies that to the best of the contractor's knowledge, the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Kimberly Flinders Date: 3/19/2015

Customer: CIT341
City of Freeport Texas
Attention: Facilities Dept
200 West 2nd St.
Freeport, TX 77541

The present status of the account for this contract is as follows:

Original Contract Sum	119,000.00
Net Change Orders	0.00
Contract Sum To Date	119,000.00
Total Completed and Stored to Date	119,000.00
Retainage	0.00
Total Earned Less Retainage	119,000.00
Less Previous Certificate For Payment	74,000.00
Current Contract Amount Due	45,000.00
Current Sales Tax	0.00
Current Deposit Applied	74,000.00
Current Payment Due	45,000.00
Balance to Finish, Plus Retainage	0.00

State of: Texas County of: Dallas
Subscribed and sworn to before me this 19 day of March, 2015
Notary Public: Kimberly Flinders
By Commission Expires: Aug 30, 2018

OWNER CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the architect certifies to the Owner that to the best of the architect's knowledge, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____

Attach explanation if amount certified differs from the amount applied.
AMOUNT:

Date: _____
By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Schneider Electric standard Conditions of Sale govern all sales. Only a written agreement executed by Schneider Electric and Buyer may provide otherwise.



April 13, 2015

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

Re: Lift Station #9 Estimate

Mr. Pynes:

Per our discussion on Sewer problems we talked about replacement of the gravity sanitary sewer piping system of Lift Station # 9 from Second Street to the north side of West Ninth and from Mesquite to half of the 1700 block of West Broad thru West Sixth (drawing attached). This area contains approximately 14,100 feet of piping ranging from 6" to 10", 18 manholes, and approximately 391 sewer connections. The sewer main piping running in Mulberry Street has been replaced and all stub outs from the manholes on Mulberry should have been replaced to the alleyways. The cost for us to do this project is \$461,752.58

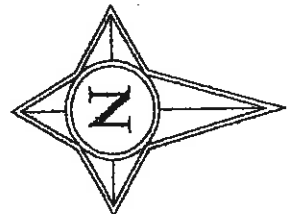
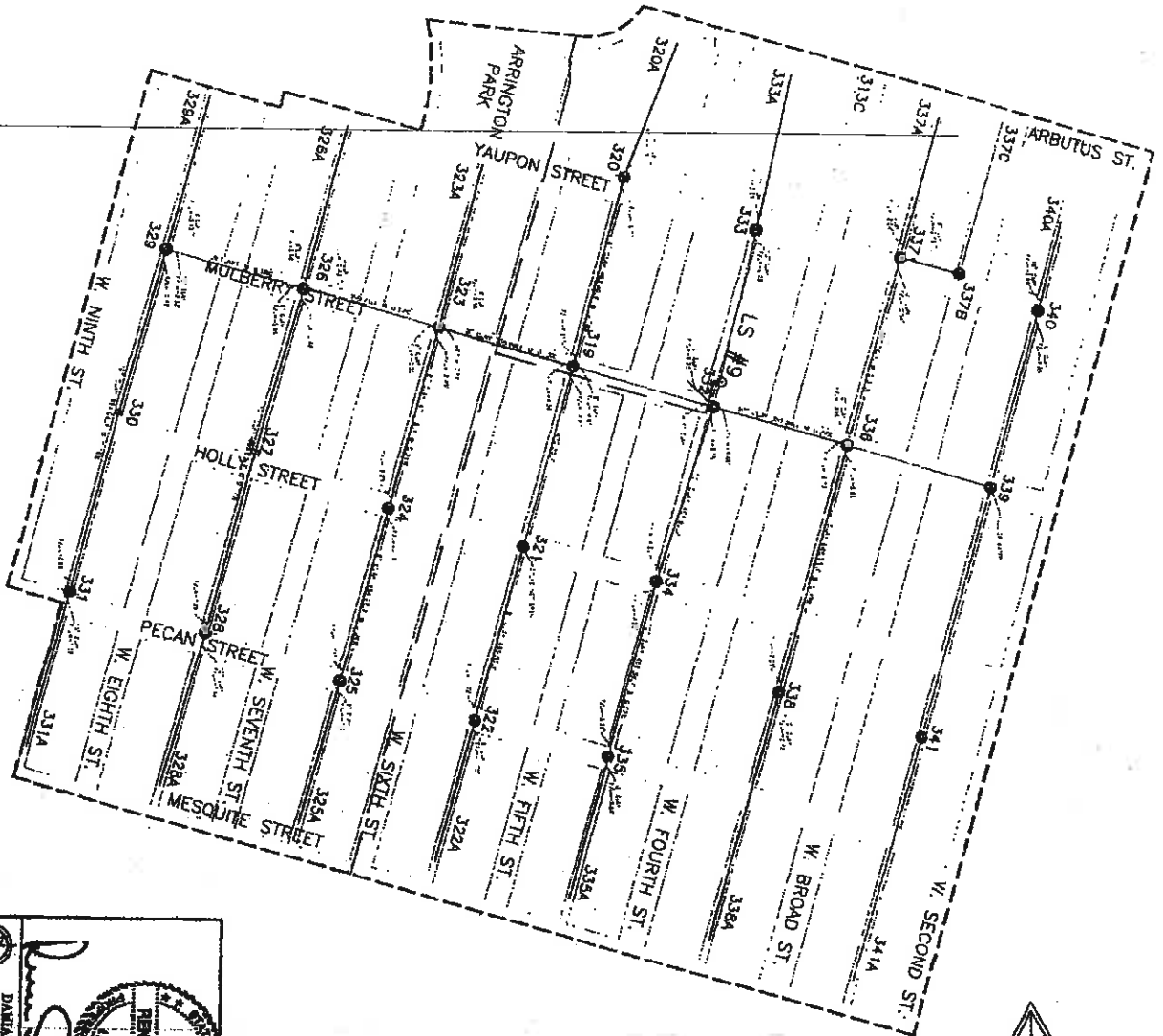
If you have any questions please call me and if you would like for us to proceed with this project please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Meeks".

Jerry Meeks
Project Manager, Veolia Water

Encl:



9.5.02

DABMAN/CALHOUN & ASSOCIATES
 ENGINEERS, ARCHITECTS, INTERIORS AND SURVEYORS
 1405 S. 10th Street, Suite 100
 Fort Worth, Texas 76104
 Telephone: (817) 338-1111
 Fax: (817) 338-1112

PROJECT NO.	9.5.02	DRAWN BY	G.A. JOHNSON
DATE	7-18-02	CHECKED BY	G.A. JOHNSON
SCALE	AS SHOWN	DATE COLLECTED	7-18-02
PROJECT	SEWER	DATE DRAWN	7-18-02
CLIENT	THE CITY OF FREEPORT	DATE	7-18-02
PROJECT	SEWER	DATE	7-18-02

THE CITY OF FREEPORT

SANITARY SEWER

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, is interested in trading, according to the Specifications mentioned below, the following described lots now owned by the City:

Lots 9 through 12 and 15, Block 35; Lot 2, Block 71; Lot 6, Block 507; Lots 1 through 24, Block 661; Lots 14 and 15, Block 676; Lots 5 and 11 Block 720; Lots 12, 13, 16, 19, 22, 24, Block 752; Lot 11, Block 755; Lots 18 and 19, Block 764; Lot 3, Block 789; Lots 14, 15, 19 and 21, Block 790; Lots 13 and 24, Block 809; Lots 2 through 5, 7, 9 through 12, Block 810 of the Velasco Townsite according to the map or plat recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas,

for an equal number of lots located within Blocks 729, 730, 731, 742, 743, 744, 759, 760, 761, 773 and 774 of said Townsite not presently owned by the City.

SEALED BIDS OR PROPOSALS addressed to the City Manager labeled "Real Property Bid" by any person, firm or corporation desiring to trade for the same will be received at the office of the City Manager located at 200 W. 2nd St., Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the _____ day of _____, 2015, on which day, beginning at 2:00 o'clock, p.m., all such bids or proposals will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened. Bids proposing a trade for less than all of the above described lots for located outside of Project will not be accepted.

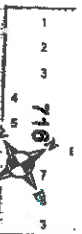
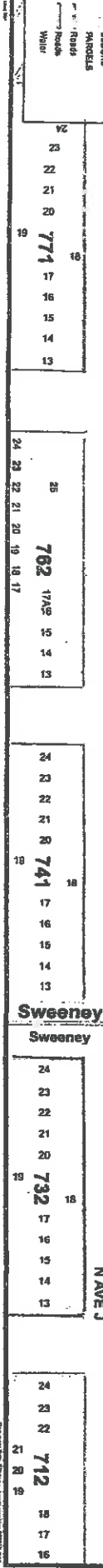
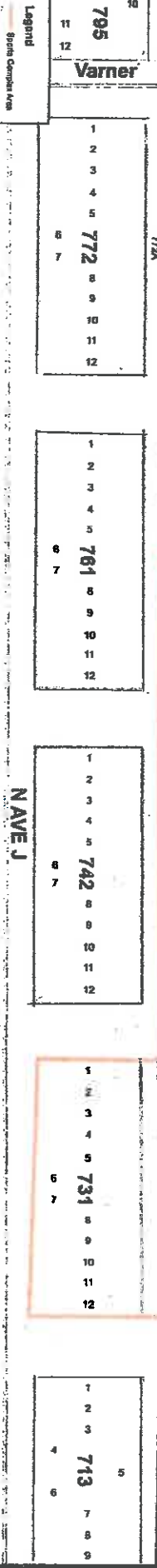
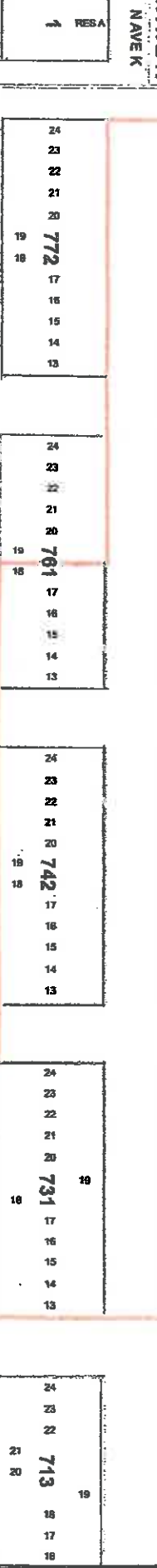
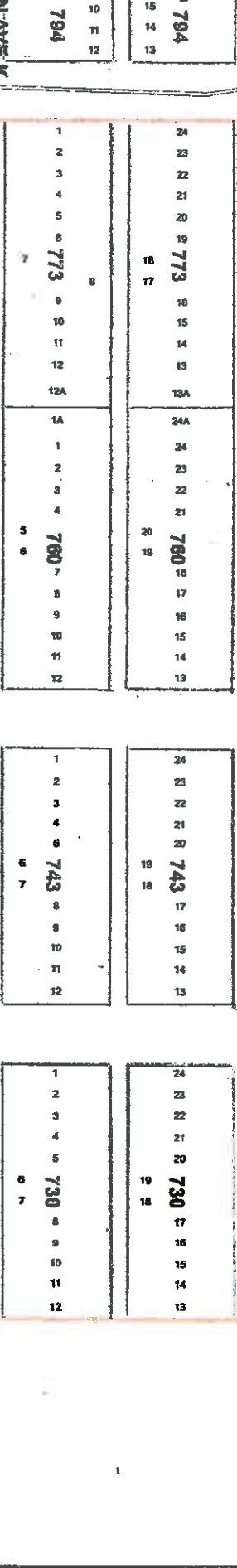
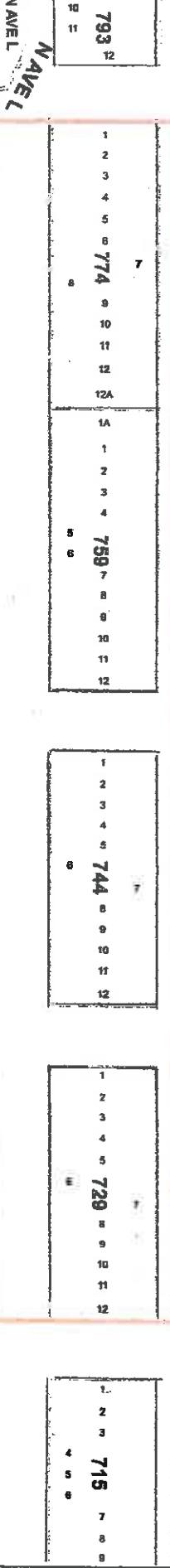
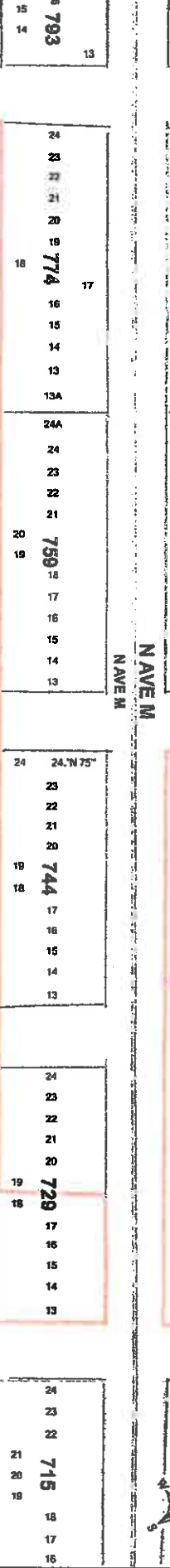
COPIES OF THE SPECIFICATIONS for such trade are available for public inspection at the above office of the City Manager during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

The City RESERVES the right to REJECT ANY AND ALL BIDS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK OF CLEARNESS, the City reserves the right to construe the same in a manner most advantageous to the City, or to reject the bid.

BY ORDER OF THE CITY COUNCIL of the City of Freeport, Texas, this _____ day of _____, 2015.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once per week for two consecutive weeks, first publication to be more than 15 days before date of meeting at which bids are to be opened and read aloud.



Legend
 Shaded Orange Area
 BLOCKS
 Roads
 Paths
 Water

RESOLUTION NO. 2015-2468

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO GREAT AMERICAN TITLE COMPANY OF LAKE JACKSON, TEXAS, AN EARNEST MONEY CONTRACT AND A SPECIAL WARRANTY DEED CONVEYING TO CHARLES ROGERS, D/B/A COASTAL COMMERCIAL PROPERTY, AS ASSIGNEE OF GARDNER L. CAMPBELL, JR., THE SUCCESSFUL BIDDER THEREFOR, THE SURFACE AND SURFACE ONLY OF LOTS 13 THROUGH 21, BLOCK 6, VELASCO TOWNSITE, CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND THAT A CERTIFIED COPY BE RECORDED IN WITH SAID DEED IN THE OFFICIAL RECORDS OF SAID COUNTY.

WHEREAS, the City of Freeport, Texas, ("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, Section 2.01 of the Home Rule Charter of the City authorizes it to sell any real property owned by the City; and,

WHEREAS, Section 272.001 requires that before a municipality may sell any land or exchange it for other land, notice to the general public, including a description of the land and its location and the procedure by which sealed bids to purchase such land or offers to exchange such land may be submitted, must be published on two separate dates in a newspaper, if any, of general circulation published in the county in which such land is located and that such sale or exchange cannot be made until after the 14th day after the date of the second publication; and,

WHEREAS, the City Council of the City, having determined to sell or exchange for other land the hereinafter described land owned by the City, did cause public notice thereof to be published twice in the Brazosport Facts, a newspaper of general circulation in Brazoria County, Texas, where such land is located; and,

WHEREAS, the only bid therefor was the one received from GARDNER L. CAMPBELL, JR., for \$35,000.00 for all of the hereinafter described lots, which bid was received within the time specified in such notice; and,

WHEREAS, the said Gardner L. Campbell, Jr., has assigned his interest in such bid to CHARLES ROGERS, d/b/a Coastal Commercial Property; and

WHEREAS, the City Council of the City has determined and does here now declare that accepting the assignment of such bid will be in the best interest of the inhabitants of the City.

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

First, the City Council of the City of Freeport, Texas, finds that the fact recited in the preamble hereof are true.

Second, the City Council of the City hereby accepts the assignment of the bid of the said Gardner L. Campbell, Jr., to Charles Rogers, d/b/a Coastal Commercial Property, and authorizes the Mayor and City Secretary to execute and attest, respectively, and the Mayor to acknowledge and deliver to Great American Title Company of Lake Jackson, Texas, an earnest money contract with and a Special Warranty Deed conveying to the said Charles Rogers, his heirs and assignee, the following described real property owned by the City:

The surface and surface only of Lots 13 through 21, Block 6, Velasco Townsite, City of Freeport, Brazoria County, Texas, according to the map or plat recorded in Volume 32, page 14 of the Deed Records of said county.

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

Fourth, this resolution shall take effect and be in force from and after its passage and adoption.

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this ____ day of _____, 2015.

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.CtySell\GULF BLVD MOTEL LAND-SWD-RSL

SPECIAL WARRANTY DEED

That the CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTOR, for the valuable consideration hereinafter specified, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto CHARLES ROGERS of Brazoria County, Texas, d/b/a Costal Commercial Property, hereinafter called GRANTEE, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

The surface and surface only of Lots 13 through 21, Block 6, Velasco Townsite, City of Freeport, Brazoria County, Texas, according to the map or plat recorded in Volume 32, page 14 of the Deed Records of said county.

This conveyance is made and accepted subject to any and all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, covenants and other encumbrances properly of record affecting the title to the above described property; and all visible and apparent easements, including but not being limited to any existing utility lines.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee and the heirs and assigns of Grantee, forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, and the heirs and assigns of Grantee, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor but not otherwise.

Notwithstanding any provision herein to the contrary, Grantor makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the above-described property, and by the acceptance of this deed, Grantee accepts such property "AS IS", "WHERE IS", "WITH ALL FAULTS" and without any representations or warranties by Grantor (except the warranty of title expressly set forth below).

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN WARRANTY OF TITLE AS PROVIDED ABOVE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY BEING CONVEYED, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY SUCH PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF SUCH PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO SUCH PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF SUCH PROPERTY, (H) ANY OTHER MATTER WITH RESPECT TO SUCH PROPERTY, AND SPECIFICALLY, THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, OR THE DISPOSAL OR EXISTENCE IN OR ON SUCH PROPERTY OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, GRANTEE IS RELYING SOLELY ON THE GRANTEE'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE GRANTOR; that GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE GRANTOR WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION; that THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE CITY OR OTHER PERSON; GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF SUCH PROPERTY AS PROVIDED FOR THEREIN IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.

The consideration for this conveyance is the following:

First, the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor cash in hand paid by Grantee, the receipt of which is hereby acknowledged.

Second, the assumption by Grantee of all taxes for the 2015 tax year.

EXECUTED this _____ day of _____, 2015

THE CITY OF FREEPORT, TEXAS, Grantor

By _____
Norma Moreno Garcia, Mayor

ATTEST: _____
Delia Munoz, City Secretary

THE STATE OF TEXAS

X

COUNTY OF BRAZORIA

X

This instrument was acknowledged before me on the _____ day of _____, 2015, by NORMA MORENO GARCIA, as MAYOR of the CITY OF FREEPORT, TEXAS.

Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:

Charles Rogers
360 S. Highway 288-B
Clute, TX 77531

AFTER RECORDING, RETURN TO

Charles Rogers
360 S. Highway 288-B
Clute, TX 77531

C:\Freeport-CitySell\GULF BLVD MOTEL LAND-SWD



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are the City of Freeport, Texas (Seller) and Charles Rogers, d/b/a Costal Commercial Property 125 CR. (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 13-21 Block 6
Velaasco Townsite (surface and surface only)
City of Freeport, County of Brazoria Addition,
Texas, known as 119 North Gulf Boulevard, Freeport, TX 77566
(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 35,000.00
- B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium)..... \$ -0-
- C. Sales Price (Sum of A and B)..... \$ 35,000.00

4. FINANCING (Not for use with reverse mortgage financing): The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
 - (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
 - (2) Credit Approval: (Check one box only)
 - (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
 - (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ _____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 500.00 as earnest money with Great American Title Company as escrow agent, at 471 This Way, Lakae Jackson, TX 77566 (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within N/A days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Great American Title Company

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the title policy; (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.

Initialed for identification by Buyer CR and Seller CR

6. Such deed shall further state that the successful Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT SUCH PROPERTY, BUYER IS RELYING SOLELY ON THE BUYER'S OWN INVESTIGATION OF SUCH PROPERTY, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY; that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF THE CITY WITH RESPECT TO SUCH PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF COMPLETENESS OF SUCH INFORMATION; that THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO SUCH PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, OR ANY AGENT, EMPLOYEE OR SERVANT OF THE CITY OR OTHER PERSON; and that such Bidder FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF SUCH PROPERTY AS PROVIDED FOR THEREIN IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS.

7. Bidder is hereby advised of the right of Bidder and at the expense of Bidder to obtain a POLICY OF TITLE INSURANCE or have an ABSTRACT OF TITLE to the property being offered for sale EXAMINED by an attorney selected by Bidder.

8. Closing costs shall be paid by the successful Bidder.

9. Taxes, if any, will be prorated to date of such deed.

10. Any bid must include all lot(s) and block(s).

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 15 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: any use that is permitted by the City's Zoning Ordinance in the zone where land located. Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.
- E. TITLE NOTICES:
- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.** Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for**

Initialed for identification by Buyer A _____ and Seller CEE _____

TREC NO. 9-11

Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment: The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the

Initialed for identification by Buyer and Seller

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

Initialed for identification by Buyer H and Seller PJR

(Address of Property)

- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

- 19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

Costal Commercial Properties

360 S.Hwy 288-B, Clute, TX 77531

Telephone: ()

Facsimile: ()

E-mail: _____

To Seller at:

C/O Property Manager

200 W.2nd St., Freeport, TX 77541

Telephone: (979) 233-3526

Facsimile: (979) 233-8867

E-mail: nhickey@freeport.us.tx

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input checked="" type="checkbox"/> Other (list): <u>Bid Specifications</u> |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |

Initialed for identification by Buyer A and Seller CCR

(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ N/A (Option Fee) which Seller or Listing Broker must receive within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: Wallace Shaw, P.C.
P.O. Box 3073
Freeport, TX 77541

Telephone: () _____

Telephone: (979) 233-2411

Facsimile: () _____

Facsimile: (979) 233-4895

E-mail: _____

E-mail: shaw_pc@outlook.com

EXECUTED the _____ day of _____, 20 ¹⁵ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

City of Freeport, Texas

Charles Rogers
Buyer/ Charles Rogers, d/b/a
Assignee Coastal Commercial Property 725 Seller

Its Mayor

Gardner Campbell
Buyer Gardner Campbell, Assignor

3/18/15
Seller Attest: Its City Secretary

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-11. This form replaces TREC NO. 9-10.

(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____
represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____
represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Name of Associate's Licensed Supervisor _____ Telephone _____

Name of Associate's Licensed Supervisor _____ Telephone _____

Associate's Name _____ Telephone _____

Listing Associate's Name _____ Telephone _____

Other Broker's Address _____ Facsimile _____

Listing Broker's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Associate's Email Address _____

Listing Associate's Email Address _____

Selling Associate's Name _____ Telephone _____

Name of Selling Associate's Licensed Supervisor _____ Telephone _____

Selling Associate's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

Selling Associate's Email Address _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

Address _____ Email Address _____ Telephone (____) _____

City _____ State _____ Zip _____ Facsimile: (____) _____

RESOLUTION 2015-2469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, DESIGNATING ASSISTANT CITY MANAGER GIBERT ARISPE TO ACT FOR AND ON BEHALF OF THE CITY OF FREEPORT IN DEALING WITH THE TEXAS GENERAL LAND OFFICE FOR THE PURPOSE OF APPLYING FOR STATE ASSISTANCE TO CLEAN AND MAINTAIN THE PUBLIC BEACH.

ON THIS Monday, June 1st, 2015, the City Council of the City of Freeport, Texas, convened in a regular meeting, notice of the convening of which was duly posted in accordance with the Texas Open Meetings Act, when among other business the City adopted the following resolution:

A resolution in connection with application of Bryan Beach for State assistance in cleaning, and maintaining public beach for the period of September 1, 2015 to August 31, 2016.

WHEREAS, the Beach Maintenance Fund Program under the administration of the Texas General Land Office, Austin Texas, requires each city making application for assistance in cleaning and maintaining public beaches to submit supportive documents: and,

WHEREAS, each city shall enter a resolution directing Gilbert Arispe to make application for funds and vesting that official with full authority to act for purpose of the program.

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

That Bryan Beach apply for state assistance in cleaning and maintaining the public beach under Section 61.076, Natural Resources Code; and

That Gilbert Arispe shall be vested with full authority to act for purpose of the program.

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

READ, PASSED AND APPROVED this 1st day of June , 2015.

Mayor Norma M. Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

**CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES**

THE STATE OF TEXAS

COUNTY OF **BRAZORIA**

§
§
§

THIS CONTRACT is made and entered into by and between **THE CITY OF FREEPORT**, a political subdivision of the State of Texas, acting by and through its City Council, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of July, of the year in which they become delinquent; and
- B. Taxes that become delinquent during the term of this contract on property that is delinquent for prior years shall become subject to its term on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the firm for collection by the Taxing Authority's Tax Collector.

- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.
- D. All delinquent personal property taxes shall become subject to this contract and are to be turned over to the FIRM for collection 60 days after the delinquency date for said taxes. A 20% penalty shall be assessed to defray the cost of collecting those taxes as provided by §33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the firm and shall be paid in the same manner as all other collection penalties or attorney fees under this contract.

II.

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

III.

The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due.

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

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes, when an equal amount of Section 33.07 or 33.08 penalties is recovered from the taxpayer. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth below, of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and also the appropriate percentage, as set forth below, of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

Compensation Amounts

15% of tax year 2001 and prior year collections;
20% of tax year 2002 and subsequent year collections.

VI.

This Contract shall commence on **June 1, 2015** and continue in force and effect until **May 30, 2017**, and shall thereafter continue on a month to month basis, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VII.

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

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

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

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2015, Brazoria County, Texas.

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
Attorneys At Law
1235 North Loop West, Suite 600
Houston, Texas 77008
(713) 862-1860 or 1 (800) 833-5886
(713) 862-1429 Fax

By: _____

CITY OF FREEPORT

By: _____

Attest: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

**CONTRACT FOR THE
COLLECTION OF
MOWING, DEMOLITION &
PAVING LIENS AND/OR
ASSESSMENTS**

This contract is entered into between the City of FREEPORT (hereinafter "City"), a political subdivision of the State of Texas, acting by and through its governing body, and the firm of Perdue, Brandon, Fielder, Collins and Mott, L.L.P., (hereinafter "Firm" or "The Firm"), acting by their duly authorized representative. The City desires to have its delinquent mowing, demolition, paving liens and/or assessments collected by a private law firm, and the Firm desires to collect such mowing, demolition, paving liens and/or assessments on behalf of City. Accordingly, the parties entered into the following contract and are subject to the following conditions.

1. SERVICE PROVIDED BY FIRM:

Firm agrees to provide the following services to City:

- a. To use such reasonable and necessary legal steps to effect collections of mowing, demolition and paving liens and/or assessments due to City.
- b. To conduct such necessary address and title research to locate the proper owners and verify ownership of properties subject to mowing, demolition, paving liens and/or assessments, and to report any newly discovered information to City.
- c. To handle all necessary litigation, whether at the trial level or the appellate level.
- d. To take any and all such appropriate actions to protect mowing, demolition, paving liens and/or assessments claims due City in the United States Bankruptcy Courts; to pursue collections of such claims in the bankruptcy court; and to review bankruptcy court records to determine the effect of bankruptcy proceedings on the viability of any City mowing, demolition, paving liens and/or assessments against persons whose estates have been in bankruptcy.
- e. To initiate sheriff's sale or writs of execution, when approved by City, through the sheriff and the county where the property subject to execution is physically located.
- f. To provide legal opinions to City concerning uncollectible accounts, and to provide sufficient documentation to City's Finance Department and/or independent auditors in order to support deletion of appropriate accounts.

- g. To provide City with such collection and litigation reports as may be desired by City. The Firm also agrees to provide City with copy of litigation and pleadings filed to the extent desired by City. Except as provided herein and the section under remuneration, Firm agrees to provide all such services to City at no charge (recognizing that the costs of collection are to be paid by the property owner/obligor, and that City agrees to pay court costs). Parties agree that the following regular reports will be made:
- (1) Every six (6) months the Firm shall present a report shall be submitted to the City Manager and/or City Council containing the following information:
- (a) The names of all accounts referred for collection during the last six (6) months;
 - (b) The amount of money collected.
 - (c) A listing of all accounts deemed to be uncollectible, the reason the Firm believes the account to be uncollectible, and a recommendation of whether the account should be written off or held open;
 - (d) The report shall contain any recommendations submitted by the Firm for settlement of any account in an amount less than payment in full;
 - (e) The report shall list any accounts in which a recommendation is made to delay collection efforts indefinitely or for more than six (6) months; and
 - (f) The report should list any properties on which the Firm believes execution of judgment should be requested in order to collect the assessment.
 - (g) To recover court costs and any other fees prepaid by City in suits previously filed by City.
 - (h) To provide to City any such other and further services that might be required to carry out the terms and conditions of this contract, and generally perform the legal services related to collection of delinquent mowing, demolition, paving liens and/or assessments due City of FREEPORT.
 - (i) Whenever the Firm enters into an agreement with a debtor for installment payments, the City shall collect all installments. The City shall account to the Firm each month for money received under installment agreements and shall pay the Firm the Firms' share.
 - (j) The Firm agrees to follow the City's instruction with regard to installment payment plans in hardship cases and homestead cases. No settlement agreement of any claim, suit, or proceeding shall be entered into without the approval of the Director of

Finance or the City Manager. The City authorizes and directs the Firm to take all actions the Firm deems advisable to perform the services required under this Contract. This includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation and related work necessary to properly represent the City's interest in these matters.

- (k) The Firm agrees to obtain permission from the City Council or its designated official before executing any judgment through foreclosure and the sale of any property.
- (l) The Firm shall perform its services under this contract as an independent contractor and maintain a file for each referred claim which shall be available to the City at all times for inspection. Such file shall contain all data pertinent to the claim to support its disposition. All documents, papers, or records pertaining to a file shall be retained after conclusion of all legal proceeding for disposition as determined by the Director of Finance or the City Manager.

2. CITY AGREES TO PERFORM THE FOLLOWING AS A PARTY TO THIS CONTRACT:

- a. To make all accounts that the Finance Director and/or City Manager designates as ready for collection available to Firm in order to carry out the terms of the conditions of this contract. This includes the initial referral of accounts, and any subsequent referral of accounts.
- b. To provide a history of payments (whether ongoing through partial payment plans, or lump sum to City) in order to allow Firm to update balances owing to City.
- c. To designate a party to sign appropriate affidavits or claims in order to support claims filed in Court. The Director of Finance is designated as the person authorized to sign all mowing certificates, releases or affidavits concerning any matter affecting the mowing, demolition, paving liens and/or assessments within his knowledge.
- d. To advise Firm of any prepaid court costs and/or expenses so that Firm may seek recovery of said prepayments.
- e. To advance necessary court cost, filing fees, and any publication fees (for notices of sale, etc.) relating to litigation.

3. REMUNERATION

- a. Existing Judgments. The collection of accounts where a judgment has already been entered would be compensated to the Firm at the rate of twenty percent (20%) of any moneys received. Provided that the City would be reimbursed for any prepaid litigation expenses (court costs, publication expenses etc.). The Firm recognizes that the City Attorney may have been awarded attorney fees as a part of the judgments obtained and the Firm is willing to accept an assignment of these attorney fees rather than receive a commission of collections. The Firm further agrees to treat such attorney fees awarded through the judgment as full satisfaction of any amounts owing and no additional fee income would be due once the Court ordered attorney fees has been paid.
- b. Pre Judgment Accounts. For collection of accounts where a judgment has not been entered, the fee is a twenty percent (20%) commission of any balance owing.

4. TERM OF CONTRACT

This contract shall be effective beginning the 1st day of June 2015, and shall continue for a two (2) year term ending on the 1st day of June 2017 and continue on a month to month basis thereafter until terminated. Either party may terminate this contract upon sixty (60) days written notice to the other party or at the address provided below.

City and Firm acknowledge and agree that Firm shall have six (6) months to receive compensation on collections resulting from litigation or bankruptcy proceedings initiated prior to written notice of intent to terminate this contract; such six (6) month extension begins at the effective date of the termination of the contract.

5. RECITALS

This contract is performable in Brazoria County, State of Texas, and in signing this contract, each of the signatories listed below warrant that they are authorized to sign this contract on behalf of the respected party to said contract.

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

This contract may be executed in duplicate originals, each of which shall be deemed valid.

SIGNED the _____ day of _____, 2015, pursuant to City Council approval on _____, 2015.

ATTEST

CITY OF FREEPORT
200 W. 2nd Street
Freeport, Texas 77541

CITY CLERK

City Manager

APPROVED:

CITY ATTORNEY

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

Michael J. Darlow
SBN: 05387300
1235 North Loop West, Suit 600
Houston, Texas 77008
(713) 862-1860
(713) 862-1429 Fax



PROPERTY MANAGEMENT

May 28, 2015

Jeff Pynes

reL Lot 7, Block 183, Freeport Townsite
Tax ID 4201-1859-000
Habitat for Humanity Request

Habitat for Humanity of Southern Brazoria County has requested the City waive all tap fees, permit fees and liens against the above referenced property, as they are interested in constructing House #97 thereon, and that it be placed on the next Council Agenda.

As of this date, there are:

- a) no outstanding taxes as they are tax exempt. There were \$7,279.72 delinquent taxes extinguished by Sheriff Sale 2005003062 on 11-28-2004,
- b) there are three outstanding liens from 2014 in the total amount of \$257.18, which were post judgment and still valid.

It is my understanding it is the decision of the Council to waive these fees and payment of outstanding liens.

Find attached the following:

- a) Habitat request of May 26, 2015
- b) Pictometry photo showing location & address of property
- c) Lien payoff calculation, 5-7-08
- d) Tax Statement, 2014
- e) Brazoria County CAD - Property Details

N C Hickey
Property

attach

/s





Now More Than Ever.
Help Build It!

May 26, 2015

Jeff Pynes
City Manager
City of Freeport Texas
200 W. 2nd Street
Freeport, TX 77541

Dear Mr. Pynes:

Habitat is planning to build House #97 in Freeport on the following property:

FREEPORT, BLOCK 183, LOT 7

Street Address: 1723-1725 W. 8th Street

We request that the City waive all permit and tap fees, any liens and interest against this property. Please have this included on the next agenda for the City Council. In the interest of expediency, we have already paid the fees and would ask the city to reimburse us if this waiver is granted.

Sincerely,

A handwritten signature in black ink that reads "Mary-Ellen Thomas". The signature is written in a cursive, flowing style.

Mary-Ellen Thomas
Executive Director

RECEIVED
MAY 28 2015
PROPERTY MGMT

B 123
L 7

Enter an Address, Landmark or other Location

Address Bookmarks

Search Results

PID: [210710](#)

Bookmark Hide Features Export

Results By Layer

ABSTRACTS 1

BLOCKS 1

CITY_LIMITS 1

Your search returned 12 result(s) total.

Parcels (1)

[PID: 210710](#)

PID: 210710

GEO ID: 42011859000

TRACT NAME: 7

PID: 210710

OWNER: HABITAT FOR HUMANITY OF SOUTHERN

BRAZORIA CNTY JNC

MAILING 2: 12 CIRCLE WAY ST

MAILING CITY: LAKE JACKSON

MAILING STATE: TX

MAILING ZIP: 0

LEGAL: SUBD - Avalon (Blks 178 to 192) BLK - 183

Lot - 7

DEED REF: 2005-003062

CALC. ACREAGE: 0.181 ac

CALC. SQFT: 7898.317 sq ft

CALC. PRMTR: 360.703 ft

X COORDINATE: -95.3715661777

Y COORDINATE: 28.9505734429

TRACT TYPE: 0



4201-1185-000

Lien Payoff Calculation

	A	B	C	D	E	F	G	H	I	J
1	Owner			Block		Lot(s)		Situs Address	Account No.	
2	City of Fpt - Trustee			183		7		1723-25 West 8th	4201-1859-000	
3										
4	Cause No		47180							
5	Judgment date		3/30/2004							
6	Sheriff Deed		05-003062							
7	Deed Date		None							
8										
9				No .	Per Mo.					
10	Lien	Date	Base	#Mo	Interest	P&I	File	Total	C+F+G	
11										
12	04-056259	5/27/2004	\$ 25.00	48	\$ 0.21	\$ 10.08	16	\$ 51.08	Calc thru 5/31/08	
13	04-056290	7/14/2004	\$ 50.00	46	\$ 0.42	\$ 19.32	16	\$ 85.32		
14	05-007012	10/6/2004	\$ 55.00	43	\$ 0.46	\$ 19.78	16	\$ 90.78		
15										
16										
17						Sub total		\$ 227.18		
18						Adm fee		\$ 30.00		
19										
20						Total due		\$ 257.18	thru 5-31-08	
21										
22										
23	Note: All listed liens are POST JUDGMENT and collectible									
24	All pre-judgment liens were extinguished									
25										
26										
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35										
36	For:	Darlow - Powell - Conyers								
37		5/7/2008								
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2014 TAX STATEMENT



RO'VIN GARRETT, PCC
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
 111 E. LOCUST
 ANGLETON, TEXAS 77515

Certified Owner:
 HABITAT FOR HUMANITY OF SOUTHERN BRAZORI
 12 CIRCLE WAY ST
 LAKE JACKSON, TX 77566-5235

Legal Description:
 FREEPORT, BLOCK 183, LOT 7

Account No: 4201-1859-000
 As of Date: 05/28/2015

Appr. Dist. No.: 210710

Legal Acres: .1989
 Parcel Address: 1723 -1725 W 8TH ST
 Print Date: 05/28/2015

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$4,340	\$0	\$4,340	\$4,340	\$0	\$0	\$0	\$4,340

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
BRAZORIA COUNTY <i>Amount saved by additional sales tax revenue \$.00</i>	\$4,340	EXXD	\$4,340.00	\$0	0.4385000	\$0.00
SPECIAL ROAD & BRIDGE	\$4,340	EXXD	\$4,340.00	\$0	0.0600000	\$0.00
BRAZOSPORT ISD	\$4,340	EXXD	\$4,340.00	\$0	1.2553000	\$0.00
PORT FREEPORT	\$4,340	EXXD	\$4,340.00	\$0	0.0450000	\$0.00
BRAZOSPORT COLLEGE	\$4,340	EXXD	\$4,340.00	\$0	0.2808780	\$0.00
VELASCO DRAINAGE DIST. NO	\$4,340	EXXD	\$4,340.00	\$0	0.0980180	\$0.00
CITY OF FREEPORT	\$4,340	EXXD	\$4,340.00	\$0	0.6755860	\$0.00

Total Tax: \$0.00
 Total Tax Paid to date: \$0.00
 Total Tax Remaining: \$0.00

Exemptions:

EXXD PRO CHARITABLE ORG

AMOUNT DUE IF PAID BY:

05/31/2015 13%	06/30/2015 15%	07/31/2015 18%	08/31/2015 19%	09/30/2015 20%	10/31/2015 21%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2015 22%	12/31/2015 23%	01/31/2016 24%	02/29/2016 25%	03/31/2016 26%	04/30/2016 27%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

BRAZOSPORT ISD 2014 M&O 1.0400000 I&S .21530000 Total 1.2553000 2013 M&O 1.0400000 I&S .21530000 Total 1.2553000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.157

Print Date: 05/28/2015

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

RO'VIN GARRETT, PCC
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
 111 E. LOCUST
 ANGLETON, TEXAS 77515
 (979) 864-1320, (979) 388-1320, (281) 756-1320



4201-1859-000
 HABITAT FOR HUMANITY OF SOUTHERN BRAZORI
 12 CIRCLE WAY ST
 LAKE JACKSON, TX 77566-5235

AMOUNT PAID:
 \$ _____

42011859000 2014 052015 00000000000 00000000000 00000000000 1

Payment Information

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Account No.: 42011859000

Receipt Date	Amount	Tax Year	Description	Payer
2012-01-31	\$16.84	2011	Payment	HABITAT FOR HUMANITY OF SOUTHERN BRAZORI
2011-04-20	\$528.00	1999, 2000, 2001, 2002, 2003, 2004, 2010	Payment	BRAZORIA COUNTY
1999-03-25	\$534.07	1998	Payment	BUTLER JIMMIE L
1998-01-29	\$2,193.66	1994, 1995, 1997	Payment	BUTLER JIMMIE L
1997-03-27	\$60.00	1994	Payment	BUTLER JIMMIE L
1995-11-04	\$543.84	1996	Payment	UNKNOWN
1996-08-09	\$55.00	1994	Payment	BUTLER JIMMIE L
1994-03-24	\$983.75	1992, 1993	Payment	BUTLER JIMMIE L
1994-03-24	\$55.95	1992, 1993	Payment	BUTLER JIMMIE L
1992-01-22	\$6.00	1991	Payment	BUTLER JIMMIE L
1991-12-30	\$31.12	1991	Payment	UNKNOWN
1991-01-31	\$31.36	1990	Payment	UNKNOWN
1990-02-13	\$1.27	1989	Payment	BUTLER JIMMIE L
1990-01-31	\$17.50	1989	Payment	BUTLER JIMMIE L
1989-05-17	\$6.00	1988	Payment	BUTLER JIMMIE L
1989-04-24	\$51.96	1988	Payment	BUTLER JIMMIE L
1989-04-24	(\$51.96)	1988	Payment	BUTLER JIMMIE L
1989-04-24	\$51.96	1988	Payment	BUTLER JIMMIE L
1988-04-27	\$51.95	1987	Payment	BUTLER JIMMIE L

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E-mail: roving@brazoria-county.com

111 E. Locust Suite
 Angleton, TX 77515
 (979) 864-1320

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 ©Brazoria County

Brazoria CAD

Property Search Results > 210710 HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC for Year 2015

*J. AQUILA 2-28-15 ml
Subd. 12-7-06
of 2005-0000000*

Property

Account

Property ID: 210710 Legal Description: FREEPORT, BLOCK 183, LOT 7
 Geographic ID: 4201-1859-000 Agent Code:
 Type: Real 257, 28 000, 000
 Property Use Code: 00, 000 5 22 0 8
 Property Use Description:

Location

Address: 1723-1725 W 8TH ST FREEPORT, TX 77566
 Mapsco:
 Neighborhood: CITY OF FREEPORT T/S Map ID:
 Neighborhood CD: CFP

Owner

Name: HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC Owner ID: 287439
 Mailing Address: 12 CIRCLE WAY ST LAKE JACKSON, TX 77566-5235 % Ownership: 100.0000000000%
 Exemptions: EX-XD

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$4,340	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$4,340	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$4,340	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$4,340	

Taxing Jurisdiction

Owner: HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC
 % Ownership: 100.0000000000%
 Total Value: \$4,340

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$4,340	\$0	\$0.00
CFP	CITY OF FREEPORT	0.675586	\$4,340	\$0	\$0.00
DR2	VELASCO DRAINAGE DISTRICT	0.098018	\$4,340	\$0	\$0.00
GBC	BRAZORIA COUNTY	0.438500	\$4,340	\$0	\$0.00
JBR	BRAZOSPORT COLLEGE	0.280878	\$4,340	\$0	\$0.00
NAV	PORT FREEPORT	0.045000	\$4,340	\$0	\$0.00

RDB	ROAD & BRIDGE FUND	0.060000	\$4,340	\$0	\$0.00
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.255300	\$4,340	\$0	\$0.00
Total Tax Rate:		2.853282			

Taxes w/Current Exemptions: \$0.00
Taxes w/o Exemptions: \$123.83

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.0995	4333.00	0.00	0.00	\$2,170	\$0
2	S3	IRREGULAR	0.0994	4332.00	0.00	0.00	\$2,170	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	\$0	\$4,340	0	4,340	\$0	\$4,340
2014	\$0	\$4,340	0	4,340	\$0	\$4,340
2013	\$0	\$4,340	0	4,340	\$0	\$4,340
2012	\$0	\$4,340	0	4,340	\$0	\$4,340
2011	\$0	\$4,340	0	4,340	\$0	\$4,340
2010	\$0	\$4,340	0	4,340	\$0	\$4,340
2009	\$0	\$4,340	0	4,340	\$0	\$4,340
2008	\$0	\$3,460	0	3,460	\$0	\$3,460
2007	\$0	\$3,460	0	3,460	\$0	\$3,460
2006	\$0	\$3,460	0	3,460	\$0	\$3,460
2005	\$0	\$3,460	0	3,460	\$0	\$3,460
2004	\$0	\$3,460	0	3,460	\$0	\$3,460
2003	\$800	\$3,460	0	4,260	\$0	\$4,260
2002	\$31,170	\$3,460	0	34,630	\$0	\$34,630
2001	\$31,170	\$3,460	0	34,630	\$1,070	\$33,560

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/21/2011	DM	MISCELLANEOUS DEED	CITY OF FREEPORT IN TRUST	HABITAT FOR HUMANITY OF SOUTHERN BRAZORIA CNTY INC	11	009918	
2	11/28/2004	SD	SHERIFF'S DEED	BUTLER JIMMIE L	CITY OF FREEPORT IN TRUST	05	003062	0
3	3/18/2002	WD	WARRANTY DEED	PARKER DOUG & BRENDA	BUTLER JIMMIE L	02	012924	0

Questions Please Call (979) 849-7792

**PROPERTY MANAGEMENT
MEMO**

May 21, 2015

—
Jeff Pynes

re: Lot 7, Block 5, Freeport Townsite
527 East 5th Street
Tax ID 4200-0082-000

Please place the following item on the June 2, 2015, Council agenda:


Discuss / consider the sale of City interest in lot 7, block 5,
Freeport Townsite, known as 527 East 5th Street.

This is property in trust to the City of Freeport.

Attached are the following documents:

- a) Trust property bid sheet
- b) Bid analysis
- c) CAD plat showing property location
- d) Pictometry photo

This item was deleted from the April 20, 2015, agenda.


N C Hickey
Property

Approved for 6-2-15 agenda

J Pynes

/s

/s

City of Freeport
TRUST PROPERTY DATA SHEET

City Council Agenda Date
 Agenda Item No.

April 20, 2015

Legal description	Lot 7, Block 5
Street address	527 East 6th 5 th St.
Tax ID No.	4200-0082-000
Type of property	Trust
Sheriff sale date	1-20-2015
Sheriff deed number	2015002689
Number of years tax delinquent	8 (2007-2014)
Taxes extinguished by Sheriff deed	\$ 861.35
Previous Owner	Carrie Thomas

Judgment information	\$ 861.35	
Judgment total		\$ 861.35

Costs:

Court costs	\$ 18.34	
Publication fees	\$ 71.80	
Ad Litem	\$ 0	
Sheiff fees	\$ 42.51	
Research fees	\$200.00	
Recording fees	\$ 16.66	
Liens	\$ 0	
Cost total:		<u>\$ 512.31</u>
Judgment + Cost, total		\$ 1,373.66

SUMMARY:

Judgment invo + Costs + liens	\$ 1,373.66	
Offer <i>to Steven Lewis</i>	2,305.00	
Balance left to distribute	\$ 931.34	
Distribution to Freeport	\$ 238.72	

COMMENTS:

Zoning: R-3 Multi family residential

ACTION BY COUNCIL:

- Accept offer
- Reject offer
- Re-agenda
- Other _____

Motion by: _____ Second _____ Vote: _____

BID ANALYSIS

Cause Number:	72717	Account Number:	4200-0082-000
Offer Amount:	\$2,305.00	Value \$:	\$2,800.00
Person Offering:	STEPHEN CONE	Adjudged Value\$:	\$2,800.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2007-2013	\$141.87
BCED	2007-2013	\$0.00
Brazosport ISD	2007-2013	\$388.47
BRHND	2007-2013	\$16.58
Brazosport College	2007-2013	\$64.89
Velasco Drainage	2007-2013	\$28.76
City of Freeport	2007-2013	\$220.78
Total		\$861.35

Costs

Court Costs	\$181.34	Sheriff Fees	\$42.51
Publication Fees	\$71.80	Research Fees	\$200.00
Ad Litem		Recording fee's	\$16.66
	Liens		
Cost of Deed		Deed file date	
Total			\$512.31

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014	\$15.22
BCED	2014	\$0.00
Brazosport ISD	2014	\$38.31
BRHND	2014	\$1.37
Brazosport College	2014	\$8.57
Velasco Drainage	2014	\$2.99
City of Freeport	2014	\$20.62
Post Judgment Total		\$87.08

Proposed Distribution

Offer Amount	\$2,305.00	Costs & J	\$1,373.66
Net to Distribute \$			\$931.34

BC	16.47%	\$153.40
BCED	0.00%	\$0.00
Brazosport ISD	45.10%	\$420.04
BRHND	1.92%	\$17.93
Brazosport College	7.53%	\$70.16
Velasco Drainage	3.34%	\$31.10
City of Freeport	25.63%	\$238.72
	0.00%	0
	0.00%	0

Brazoria CAD - Map of Property ID 208921 for Year 2015



Property Details

Account

Property ID: 208921
 Geo ID: 4200-0082-000
 Type: Real
 Legal Description: FREEPORT, BLOCK 5, LOT 7

Location

Situs Address: E 5TH ST FREEPORT,
 Neighborhood: CITY OF FREEPORT T/S
 Mapsco:
 Jurisdictions: SBR, CAD, NAV, RDB, DR2, CFP, JBR, GBC

Owner

Owner Name: CITY OF FREEPORT IN TRUST
 Mailing Address: , 200 W 2ND ST, , FREEPORT, TX 77541-5773

Property

Appraised Value: \$2,800.00

<https://propaccess.trueautomation.com/Map/View/Map/51/208921/2015>

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PropertyACCESS
www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

Enter an Address, Landmark, or other Location

Address

Bookmarks

Search Results

PID: [208921](#)

Bookmark Hide Features Export

Results By Layer

ABSTRACTS	1
BLOCKS	1
CITY_LIMITS	1

Your search returned 11 result(s) total.

Parcels (1)

[PID: 208921](#)

PID: 208921
 GEO ID: 42000082000
 TRACT NAME: 7
 PID: 208921
 OWNER: CITY OF FREEPORT IN TRUST
 MAILING 2: 200 W 2ND ST
 MAILING CTY: FREEPORT
 MAILING STATE: TX
 MAILING ZIP: 0
 LEGAL: SUBD - Freeport BLK - S Lot - 7
 DEED REF: V281P371
 CALC. ACREAGE: 0.161 ac
 CALC. SQFT: 6997.835 sq ft
 CALC. PRMTR: 380.025 ft
 X COORDINATE: -95.3402268239
 Y COORDINATE: 28.9453135664
 TRACT TYPE: 0



PROPERTY MANAGEMENT
MEMO

May 21, 2015

Jeff Pynes

re: Lot 9, Block 5, Freeport Townsite
537 East 5th Street
Tax ID 4200-0084-000

Please place the following item on the June 2, 2015 Council agenda:


Discuss / consider the sale of City interest in lot 9, block 5,
Freeport Townsite, known as 537 East 5th Street.

This item is in trust to the City of Freeport.

Attached are the following documents:

- a) Trust property bid sheet
- b) Bid analysis
- c) CAD plat showing location of property
- d) Pictometry photo

This item was deleted from the April 20, 2015, agenda.


N C Hickey
Property

Approved for 6-2-15 agenda

J Pynes

/s

City of Freeport
TRUST PROPERTY DATA SHEET

City Council Agenda Date April 20, 2015
 Agenda Item No. _____

Legal description Lot 9, Block 5
 Street address 537 East ~~6th~~^{5th} St
 Tax ID No. 4200-0084-000
 Type of property Trust
 Sheriff sale date 1-20-2015
 Sheriff deed number 2015002689
 Number of years tax delinquent 8 (2007-2014)
 Taxes extinguished by Sheriff deed \$1,308.35
 Previous Owner **Carrie Thomas**

Offer by: **Stephen Cone** \$ 4,300.00

Court Cost:

Judgment	1,308.36	
Court Cost	181.33	
Publication	71.80	
Sheriff	64.54	
Research	200.00	
Recording	16.67	
Liens	1,594.34	
Post judgment taxes	<u>133.40</u>	<u>\$ 3,437.03</u>

Amount left to distribute \$ 862.97

SUMMARY:

Judgment invo + Costs + liens	\$ 3,437.03	
Offer → <i>STEVE CONE</i>	4,300.00	
Balance left to distribute	\$ 862.97	
Distribution to Freeport	\$ 221.07	

COMMENTS:

Zoning: R-3 Multi family residential

ACTION BY COUNCIL:

- Accept offer
- Reject offer
- Re-agenda
- Other _____

Motion by: _____ Second _____ Vote: _____

BID ANALYSIS

Cause Number:	72717	Account Number:	4200-0084-000
Offer Amount:	\$4,300.00	Value \$:	\$4,290.00
Person Offering:	STEPHEN CONE	Adjudged Value\$:	\$4,290.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2007-2013	\$215.32
BCED	2007-2013	\$0.00
Brazosport ISD	2007-2013	\$589.82
BRHND	2007-2013	\$25.72
Brazosport College	2007-2013	\$98.70
Velasco Drainage	2007-2013	\$43.63
City of Freeport	2007-2013	\$335.16
	Total	\$1,308.35

Costs

Court Costs	\$181.33	Sheriff Fees	\$84.54
Publication Fees	\$71.80	Research Fees	\$200.00
Ad Litem		Recording fee's	\$16.67
	Liens		1594.34
Cost of Deed		Deed file date	
	Total		\$2,128.68

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014	\$23.30
BCED	2014	\$0.00
Brazosport ISD	2014	\$58.70
BRHND	2014	\$2.10
Brazosport College	2014	\$13.13
Velasco Drainage	2014	\$4.58
City of Freeport	2014	\$31.59
	Post Judgment Total	\$133.40

Proposed Distribution

Offer Amount	\$4,300.00	Costs & J	\$3,437.03
Net to Distribute \$			\$862.97

BC	16.46%	\$142.02
BCED	0.00%	\$0.00
Brazosport ISD	45.08%	\$389.04
BRHND	1.97%	\$16.96
Brazosport College	7.54%	\$65.10
Velasco Drainage	3.33%	\$28.78
City of Freeport	25.62%	\$221.07
	0.00%	0
	0.00%	0

Brazoria CAD - Map of Property ID 208923 for Year 2015



Property Details

Account

Property ID: 208923

Geo ID: 4200-0084-000

Type: Real

Legal Description: FREEPORT, BLOCK 5, LOT 9

Location

Situs Address:

Neighborhood: CITY OF FREEPORT T/S

Mapsko:

Jurisdictions: CFP, GBC, JBR, DR2, NAV, RDB, CAD, SBR

Owner

Owner Name: CITY OF FREEPORT IN TRUST

Mailing Address: , 200 W 2ND ST, , FREEPORT, TX 77541-5773

Property

Appraised Value: \$4,290.00

<https://propaccess.trueautomation.com/Map/View/Map/51/208923/2015>

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PropertyACCESS
Now trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

Enter an Address, Landmark, or other Location

Address

Bookmarks

Search Results

PID: [208923](#)

Bookmark	Hide Features	Export
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Results By Layer

ABSTRACTS	1	
BLOCKS	1	^
CITY_LIMITS	1	v

Your search returned 11 result(s) total.

Parcels (1)

[PID: 208923](#)

PID: 208923
 GEO ID: 42000084000
 TRACT NAME: 9
 PID: 208923
 OWNER: CITY OF FREEPORT IN TRUST
 MAILING 2: 200 W 2ND ST
 MAILING CTY: FREEPORT
 MAILING STATE: TX
 MAILING ZIP: 0
 LEGAL: SUBD - Freeport BLK - 5 Lot - 9
 DEED REF: V1191PG30
 CALC. ACREAGE: 0.246 ac
 CALC. SQFT: 10712.113 sq ft
 CALC. PERIM: 433.019 ft
 X COORDINATE: -95.3398897232
 Y COORDINATE: 28.9452181562
 TRACT TYPE: 0



**PROPERTY MANAGEMENT
MEMO**

May 21, 2015

Jeff Pynes

re: Lot 10, Block 5, Freeport Townsite
536 East 6th Street
Tax Id 4200-0085-000

Please place the following item on the June 2, 2015, Council agenda:

Discuss / consider the sale of City interest in lot 10, block 5, Freeport
Townsite, known as 536 East 6th Street.

This is property in trust to the City of Freeport.

Attached are the following documents:

- a) Trust property data sheet
- b) Bid analysis
- c) CAD plat showing property location
- d) Pictometry photo

This item was deleted from the April 20, 2015 agenda.


N C Hickey
Property

Approved for 6-2-15 agenda

J Pynes

/s

City of Freeport
TRUST PROPERTY DATA SHEET

City Council Agenda Date April 20, 2015
 Agenda Item No. _____

Legal description	Lot 10, Block 5
Street address	536 East 6th St
Tax ID No.	4200-0085-000
Type of property	Trust
Sheriff sale date	1-20-2015
Sheriff deed number	2015002689
Number of years tax delinquent	12 (2003-2014)
Taxes extinguished by Sheriff deed	\$ 1,926.73
Previous Owner	Carrie Thomas

Judgment information	\$ <u>1,926.73</u>	
Judgment total		\$ 1,926.73

Costs:

Court costs	\$ 181.33	
Publication fees	\$ 71.80	
Ad Litem	\$ 0	
Sheriff fees	\$ 95.21	
Research fees	\$ 200.00	
Recording fees	\$ 16.66	
Liens	\$ <u>14,100.43</u>	
Cost total:		\$ <u>14,665.43</u>

Judgment + Cost, total		\$ 16,592.17
-------------------------------	--	---------------------

SUMMARY:

Judgment invo + Costs + liens		\$ 16,592.17
Offer - Steve Cone		4,300.00
Balance left to distribute		\$ (12,292.17)
Distribution to Freeport		\$ -0-

COMMENTS:

Zoning: R-3 Multi family residential

ACTION BY COUNCIL:

- Accept offer
- Reject offer
- Re-agenda
- Other _____

Motion by: _____ Second _____ Vote: _____

BID ANALYSIS

Cause Number:	72717	Account Number:	4200-0085-000
Offer Amount:	\$4,300.00	Value \$:	\$4,290.00
Person Offering:	STEPHEN CONE	Adjudged Value\$:	\$4,290.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2003-2013	\$302.94
BCED	2003-2013	\$0.00
Brazosport ISD	2003-2013	\$910.87
BRHND	2003-2013	\$39.13
Brazosport College	2003-2013	\$123.83
Velasco Drainage	2003-2013	\$60.63
City of Freeport	2003-2013	\$489.33
	Total	\$1,926.73

Costs

Court Costs	\$181.33	Sheriff Fees	\$95.21
Publication Fees	\$71.80	Research Fees	\$200.00
Ad Litem		Recording fee's	\$16.67
	Liens		\$14,100.43
Cost of Deed		Deed file date	
	Total		\$14,665.44

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014	\$23.30
BCED	2014	\$0.00
Brazosport ISD	2014	\$58.70
BRHND	2014	\$2.10
Brazosport College	2014	\$13.13
Velasco Drainage	2014	\$4.58
City of Freeport	2014	\$31.59
	Post Judgment Total	\$133.40

Proposed Distribution

Offer Amount	\$4,300.00	Costs & J	\$16,592.17
Net to Distribute \$			-\$12,292.17

BC	15.72%	\$0.00
BCED	0.00%	\$0.00
Brazosport ISD	47.28%	\$0.00
BRHND	2.03%	\$0.00
Brazosport College	6.43%	\$0.00
Velasco Drainage	3.15%	\$0.00
City of Freeport	25.40%	\$0.00

Brazoria CAD - Map of Property ID 208924 for Year 2015



Property Details

Account

Property ID: 208924
 Geo ID: 4200-0085-000
 Type: Real

Legal Description: FREEPORT, BLOCK 5, LOT 10

Location

Situs Address: E 6TH ST FREEPORT,
 Neighborhood: CITY OF FREEPORT T/S
 Mapsco:

Jurisdictions: CAD, NAV, DR2, RDB, SBR, JBR, GBC, CFP

Owner

Owner Name: CITY OF FREEPORT IN TRUST
 Mailing Address: , 200 W 2ND ST, , FREEPORT, TX 77541-5773

Property

Appraised Value: \$4,290.00

<https://propaccess.trueautomation.com/Map/View/Map/51/208924/2015>

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PropertyACCESS
www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

Enter an Address, Landmark, or other Location

Address Bookmarks

Search Results

PID: [208924](#)

Bookmark	Hide Features	Export
Results By Layer		
ABSTRACTS	1	
BLOCKS	1	
CITY_LIMITS	1	

Your search returned 1.1 result(s) total.

Parcels (1)

[PID: 208924](#)

PID: 208924
 GEO ID: 42000085000
 TRACT NAME: 10
 PID: 208924
 OWNER: CITY OF FREEPORT IN TRUST
 MAILING 2: 200 W 2ND ST
 MAILING CTY: FREEPORT
 MAILING STATE: TX
 MAILING ZIP: 0
 LEGAL: SUBD - Freeport BLK - 5 Lot - 10
 DEED REF: V0352P403
 CALC. ACREAGE: 0.246 ac
 CALC. SQFT: 10712.125 sq ft
 CALC. PRMTR: 433.015 ft
 X COORDINATE: -95.340036592
 Y COORDINATE: 28.9447979988
 TRACT TYPE: 0



Item 18

Original approved Plan for Phase I improvements for downtown lighting.

City of Freeport
West 2nd Street
Freeport, TX
77541

FACILITY SOLUTIONS group

5115 Steadmont
Houston, Texas 77040
713 690-6301
Fax: (713) 690-5331

Attention: Jeff Pynes

Submitted by: Cesar Ramirez

DATE	WORK ORDER #	PHONE	START DATE	FSG ACCOUNT REP.	FSG LIGHTING MANAGER
1/12/2015	1643558	979-233-3526	TBD	Pete Thrasher	Brian Dwyer

FSG Electric is pleased to present the following quote for your approval:

832607-8303

Scope of Work: FSG will install (20) new decorative poles with ²⁶(24) Philips LED pole fixtures
 FSG will install (20) new 18" pole bases for new Philips LED pole fixtures
 FSG will install 1200' of new 3/4" pvc conduit from existing panels to feed new pole bases
 (16) poles will have single fixtures and (4) will have double fixtures
 FSG will install (2) new time clocks with photocell override to control new Philips LED Pole fixtures

Inclusions: Labor and material to complete the scope of work
 Five year labor warranty includeds (30) hours total

Exclusions: Warranty on wiring, devices or equipment that are existing or supplied by others.
 Warranty does not guarantee the condition/suitability of existing circuitry.
 This proposal does not include any repairs or modifications to existing circuitry, fixtures or equipment not stated in the scope of work
 All landscape repair, concrete patching, finish or frame is excluded from price

Assumptions: All work to be completed during normal working hours Monday to Friday 8:AM to 5:PM
 Power will be turned off to complete the work

Clarifications: Warranty does not include the photocell, lighting controls, circuitry, etc...
 Labor Warranty does not include material

Material Amount \$	81,458.82
Labor Amount \$	66,638.86
Total no tax \$	148,097.68

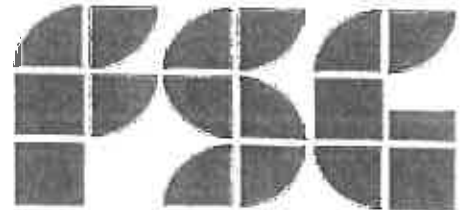
The above price's, specifications and conditions and are satisfactory and herby accepted. FSG Electric is authorized to do the work as specified. Payment will be made net 30 from invoice date. Please reference work order number 1643558 on any inquiries

Date of proposal 01/12/15 Quote valid for 30 Days

Date of acceptance

Signature

Printed Name



Regulated by the Texas Department of Licensing & Regulation for comments or complaints Contact
 PO Box 12157 Austin, Texas 78711 (800) 803-9202 (512)4636599 www.license.state.tx.us/complaints TECL# 24643

BuyBoard Current Vendors

Vendor	Address1	City	State	Zip	Effective	Expiration Contract
Facilities Connection, Inc.	240 E. Sunset	El Paso	TX	79922	4/1/2013	3/31/2016 Furniture - School, Office, Science, Library & Dormitory 414-12
Facilities Sources	13124 Player St.	Houston	TX	77045	11/1/2014	10/31/2015 Trade Services and Labor for Electrical, Plumbing, and HVAC 461-14
Facilities Sources	13124 Player St.	Houston	TX	77045	5/1/2012	4/30/2017 Job Order Contracting - Regional (EZIQC) 392-12
Facilities Sources	13124 Player St.	Houston	TX	77045	12/1/2014	11/30/2018 Job Order Contracting (RS Means) 464-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	11/1/2014	10/31/2015 Trade Services and Labor for Electrical, Plumbing, and HVAC 461-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	10/1/2013	9/30/2016 Parks & Recreation Equipment, Field Lighting Products & Installation 423-13
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	4/1/2014	3/31/2017 Energy Saving Lighting Products 437-13
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	9/1/2014	8/31/2017 Outdoor Street Lighting 456-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	12/1/2014	11/30/2017 Electric Vehicle Charging Stations 469-14
FacilityDude.com	11800 Regency Parkway Suite 200	Gary	NC	27518	11/1/2012	10/31/2015 Technology Equipment, Software, Supplies, & Telecommunications Products, Asse 409-12
Fair-Play Scoreboards	1700 Delaware Ave.	Des Moines	IA	50317	4/1/2013	3/31/2016 Athletic, PE Gym Supplies, Equip., Heavy Duty Exercise Equip. & Acc. 413-12
Fairway Sports Vehicles	1220 N. Robertson Road	Salado	TX	76571	6/1/2014	5/31/2017 Grounds Maintenance Equip. & Irrigation Parts, Supplies & Installation 447-14
Fairway Supply Inc	6621 N. Belt Line Rd. Suite 130	Irving	TX	75063	6/1/2013	5/31/2016 Building Maintenance, Repair, Operations Supplies & Equipment 415-12
Farber Specialty Vehicles	7052 Americana Parkway	Reynoldsburg	OH	43068	9/4/2014	8/31/2017 Mobile Command, Emergency Mgmt & Bio-Terrorist Vehicles 454-14
Farber Specialty Vehicles	7052 Americana Parkway	Reynoldsburg	OH	43068	9/1/2014	8/31/2017 Mobile Command, Emergency Mgmt & Bio-Terrorist Vehicles (Parts & Labor) 454-14
Fast Thermograph Printing Co.	2717 E. Missouri	El Paso	TX	79903	10/1/2014	9/30/2017 Copy and Print Services 466-14
FastServ Supply (formerly Aco Bolt & Screw)	4060 E. Plano Parkway	Plano	TX	75074	12/1/2012	1/31/2015 Automotive Grease, Oils, Lubricants, Etc. 410-12
Field Turf USA, Inc.	7445 Cole-de-Liesse Road, Ste 200	Montreal	QC	H4T1G2	3/1/2012	2/28/2015 Flooring Products - Indoor/Outdoor & Sports Surface. 391-12
Filly's Career Apparel	10101 Southwest Fwy., Suite 400	Houston	TX	77074	6/1/2013	5/31/2016 Uniforms & Accessories for Various Areas 416-12



Project info
 City:
 Project name:
 Document : Lumec Nighting

When the Domus Series debuted, it was a significant innovation for the market. The luminaire's timeless design has proven to be one of the most adaptable shapes we offer. Wherever it is installed, Domus creates harmony.

> Created by : David Schoch

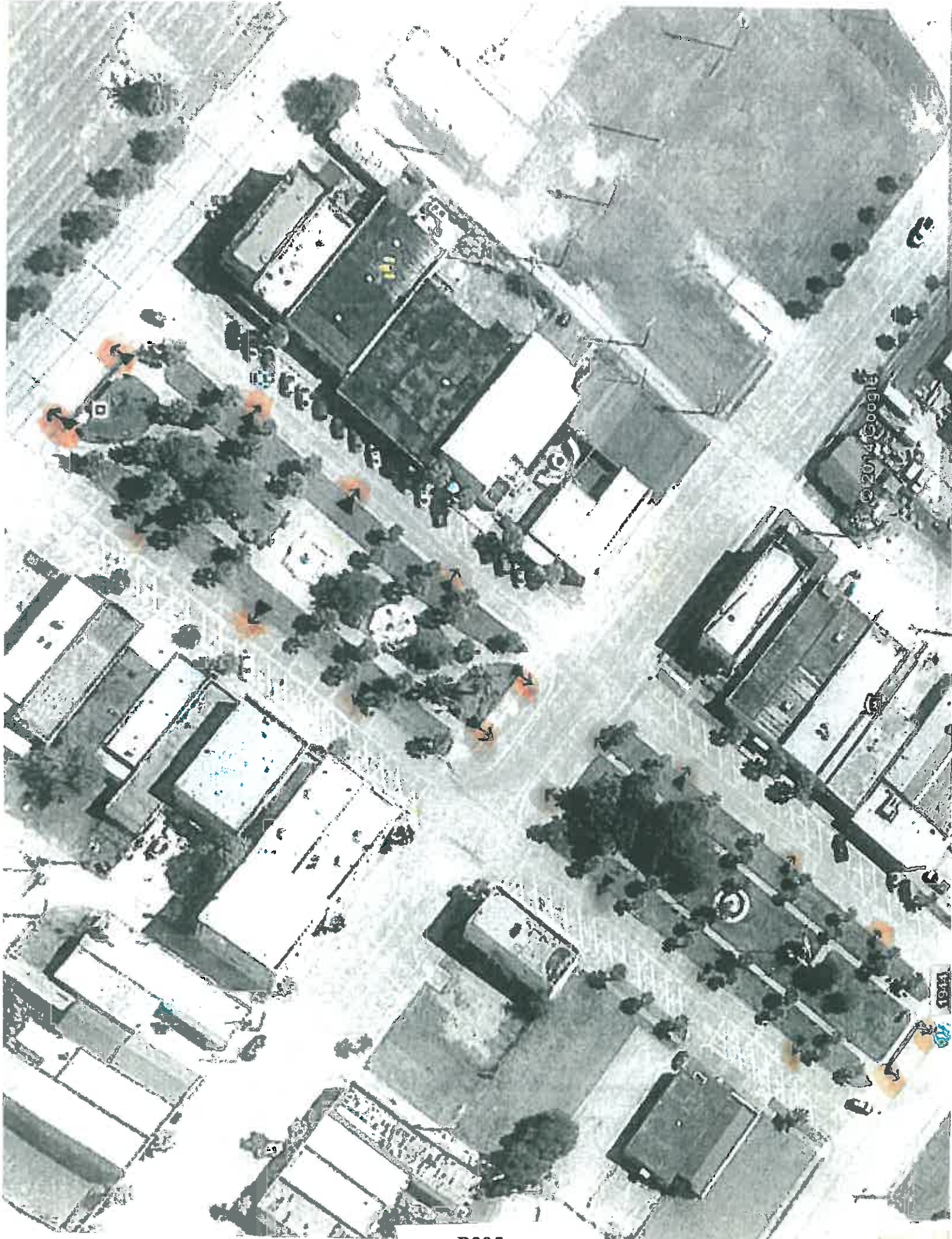
Date: January 16, 2015



Product Line : PHILIPS LUMEC



PHILIPS LUMEC is a registered trademark of Philips Lighting B.V. All rights reserved. www.lumec.com



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Item 18

Proposed upgrade Plan for Phase I improvements for downtown lighting.

City of Freeport
 West 2nd Street
 Freeport, TX
 77541

FACILITY SOLUTIONS group

5115 Steadmont
 Houston, Texas 77040
 713 690-6301
 Fax: (713) 690-5331

Attention: Jeff Pynes

Submitted by: Cesar Ramirez

DATE	WORK ORDER #	PHONE	START DATE	FSG ACCOUNT REP.	FSG LIGHTING MANAGER
4/10/2015	1643558	979-233-3526	TBD	Pete Thrasher	Brian Dwyer

FSG Electric is pleased to present the following quote for your approval:

Scope of Work: FSG will install (4) new decorative poles with (4) Philips LED pole fixtures
 FSG will install (4) new 18" pole bases for new Philips LED pole fixtures
 FSG will install new 3/4" pvc conduit from existing panels to feed new pole bases
 Existing controls will be used to control new fixtures

Heads installed on 26" arm will not hang from the fixture beyond the edge of the curb, so as to protect from 18 Wheelers from knocking them over.

Inclusions: Labor and material to complete the scope of work
 Five year labor warranty includeds (30) hours total

Exclusions: Warranty on wiring, devices or equipment that are existing or supplied by others.
 Warranty does not guarantee the condition/suitability of existing circuitry.
 This proposal does not include any repairs or modifications to existing circuitry, fixtures or equipment not stated in the scope of work
 All landscape repair, concrete patching/breakout, finish or frame is excluded from price

Assumptions: All work to be completed during normal working hours Monday to Friday 8:AM to 5:PM
 Power will be turned off to complete the work

Clarifications: Warranty does not include the photocell, lighting controls, circuitry, etc...
 Labor Warranty does not include material

Total \$	29,617.54
Job Credit \$	13,294.80
Total no tax \$	16,322.74

The above price's, specifications and conditions and are satisfactory and herby accepted. FSG Electric is authorized to do the work as specified. Payment will be made net 30 from invoice date. Please reference work order number 1643558 on any inquiries

Date of proposal 04/10/15 Quote valid for 30 Days

Date of acceptance _____
 Signature _____
 Printed Name _____



Regulated by the Texas Department of Licensing & Regulation for complaints or complaints Contact
 PO Box 12157 Austin, Texas 78711 (800) 603-0202 (512) 463-6999 www.licensing.state.tx.us/complaints TECL# 24613


Brazosport
Convention & Visitors Council
Clute • Freeport • Lake Jackson • Surfside Beach
www.visitbrazosport.com

April 10, 2015

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

Dear Mr. Pynes:

The Brazosport Area Chamber of Commerce would like to request to be on the city council agenda for the June 1st meeting. At that time an update will be given on the Brazosport Convention & Visitors Council's tourism promotion. We will also ask for continued funding for our marketing efforts.

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

Sincerely,

Edith Fischer
Director of Tourism



Collection Report to the City of Freeport

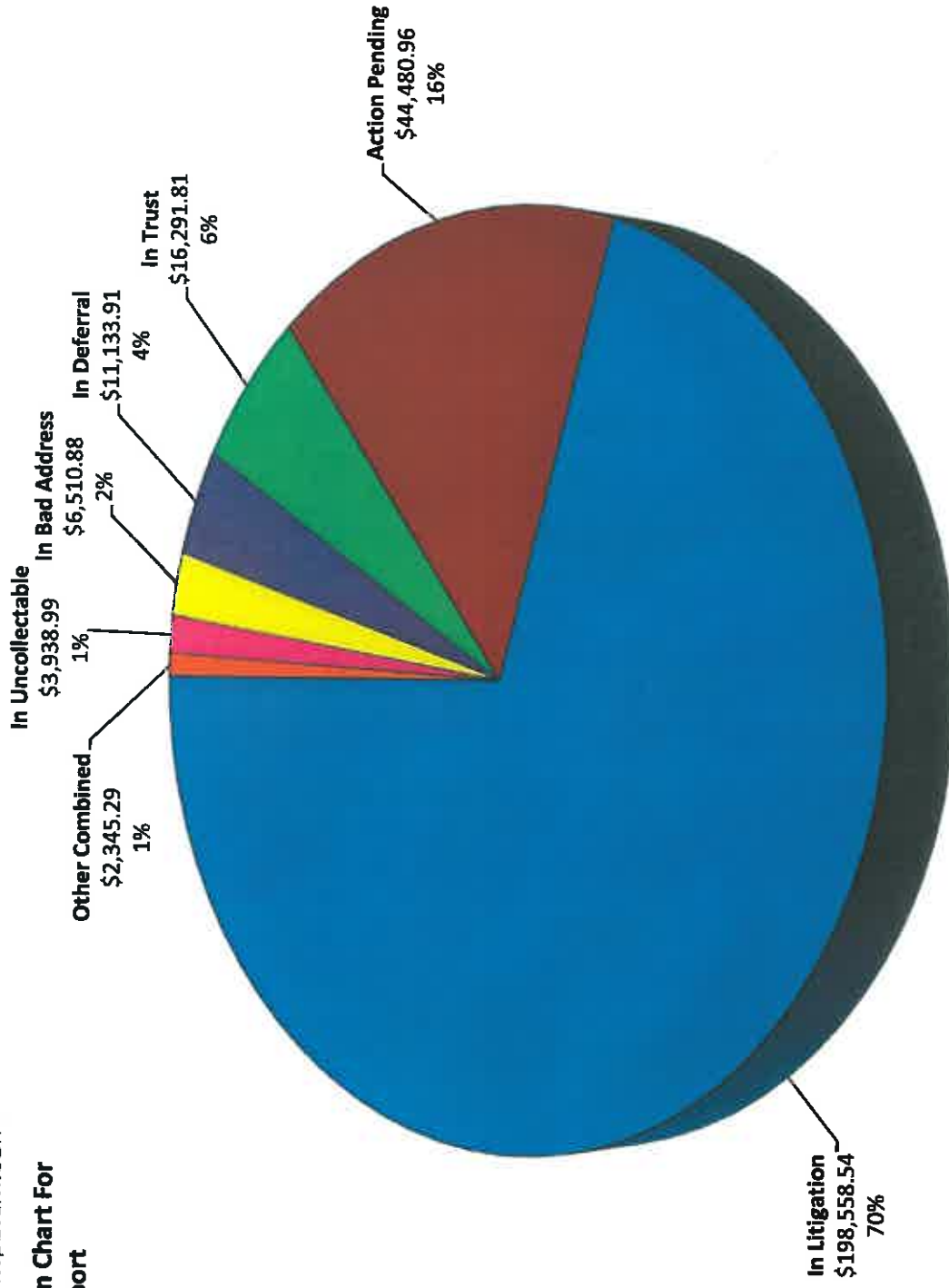
May 2015

Submitted by: Michael J. Darlow

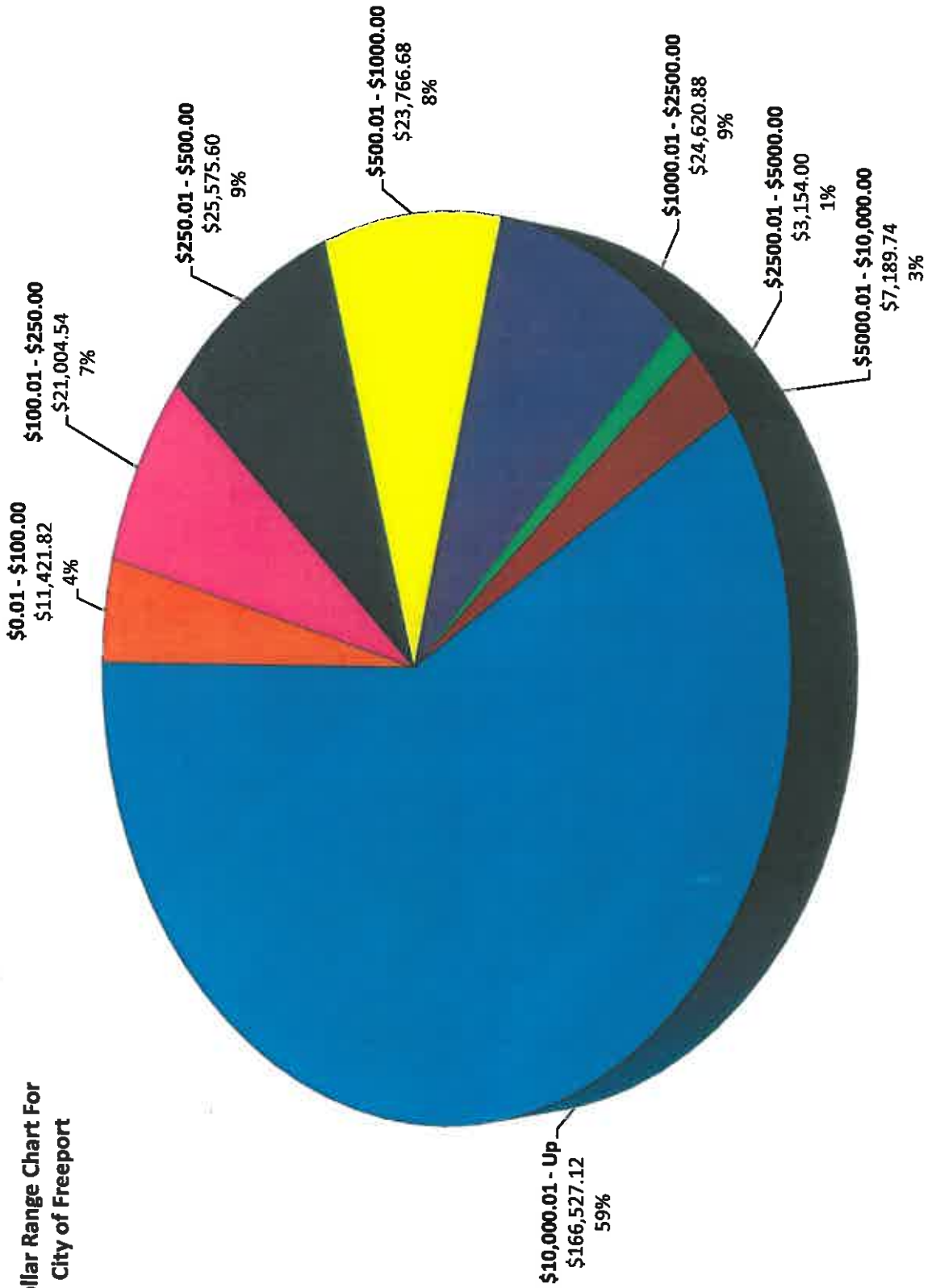
1235 North Loop West * Suite 600 * Houston * Texas * 77008 * (713) 862-1860

www.pbfc.com

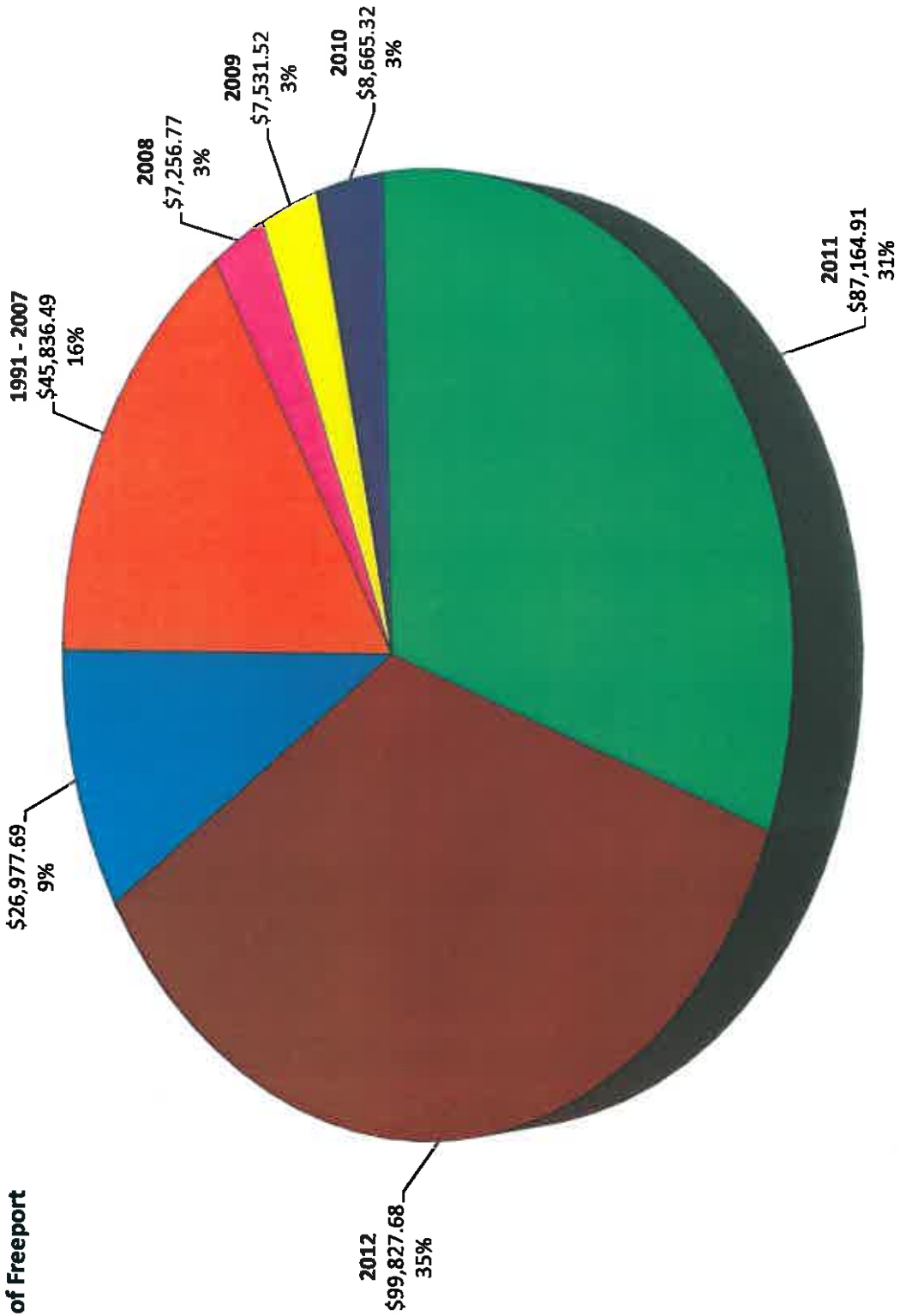
**Account Break Down Chart For
City of Freeport**



Dollar Range Chart For
City of Freeport

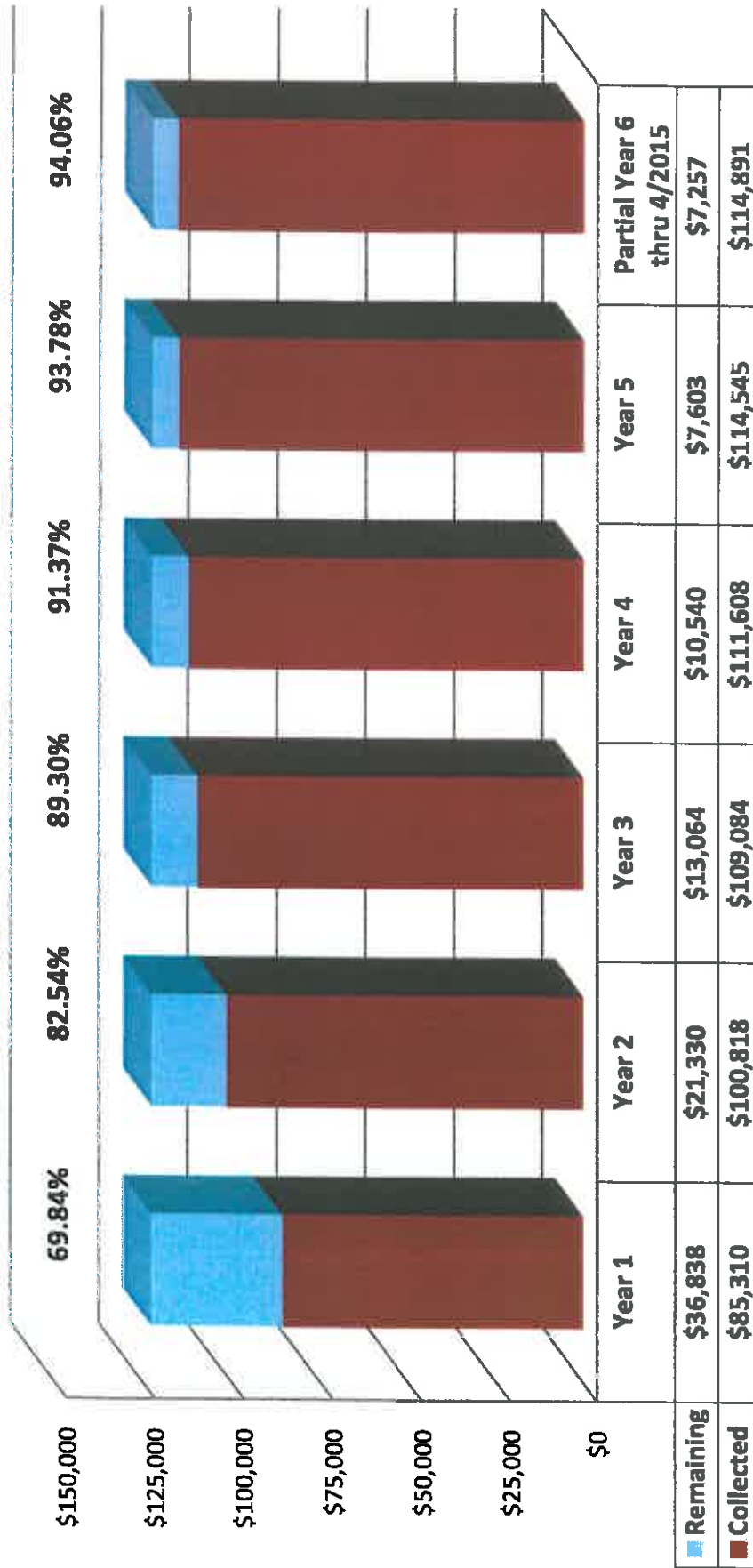


Tax Year Chart For
City of Freeport



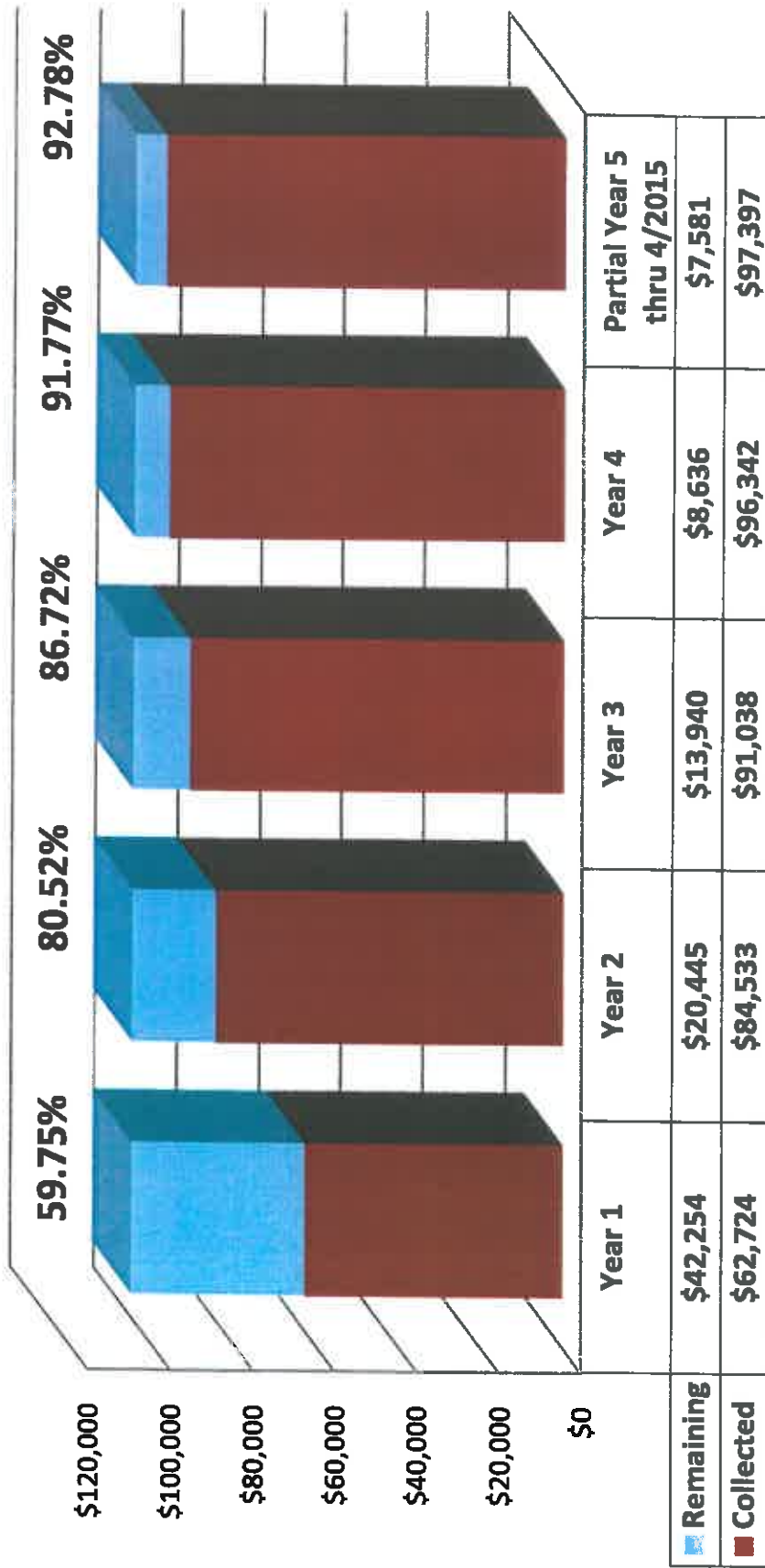
Stevens & Rau P. C.

CITY OF FREEPORT 2008 Percentage of Collection

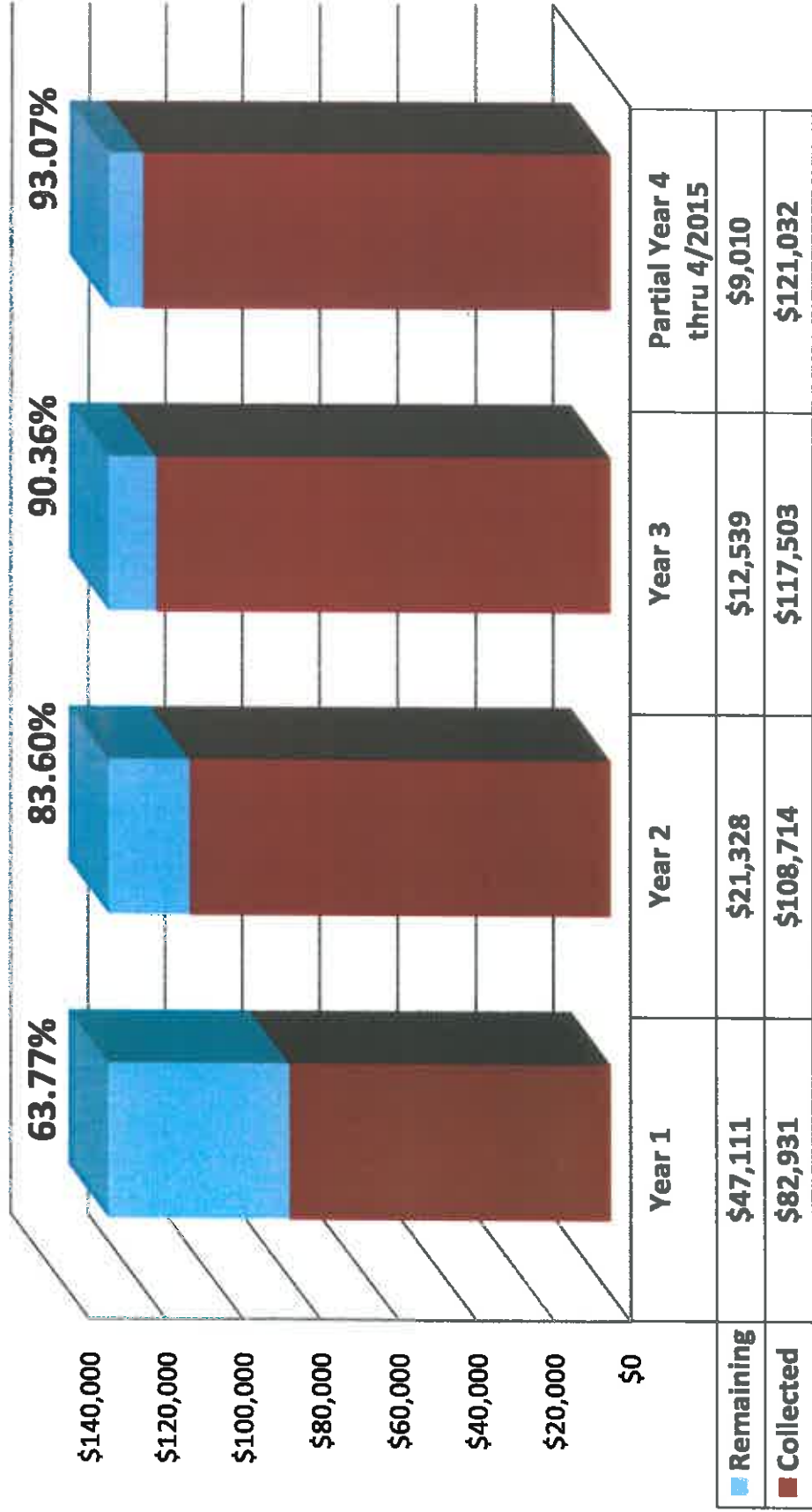


Stevens & Rau P. C.

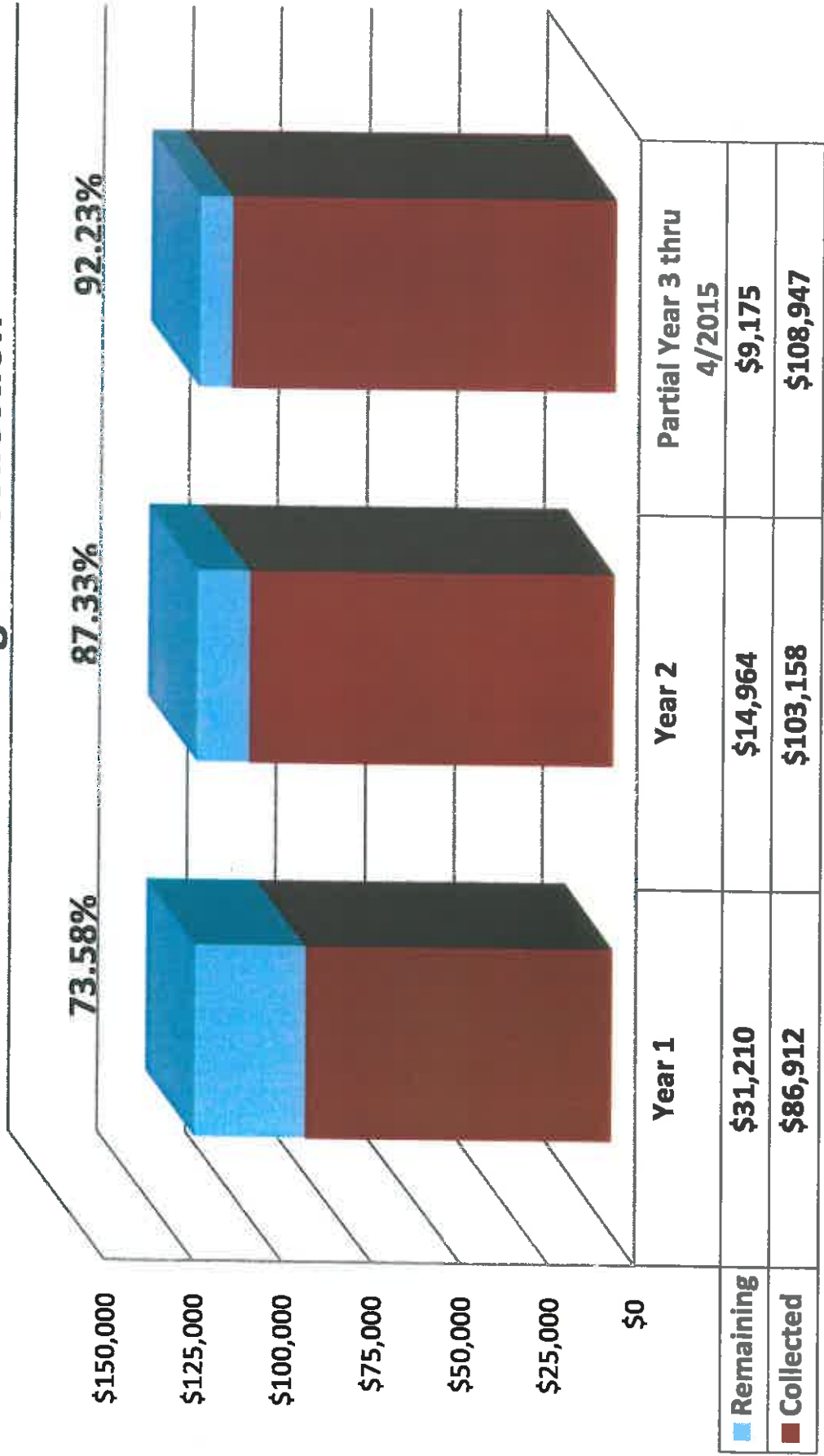
CITY OF FREEPORT 2009 Percentage of Collection



CITY OF FREEPORT 2010 Percentage of Collection



CITY OF FREEPORT 2011 Percentage of Collection

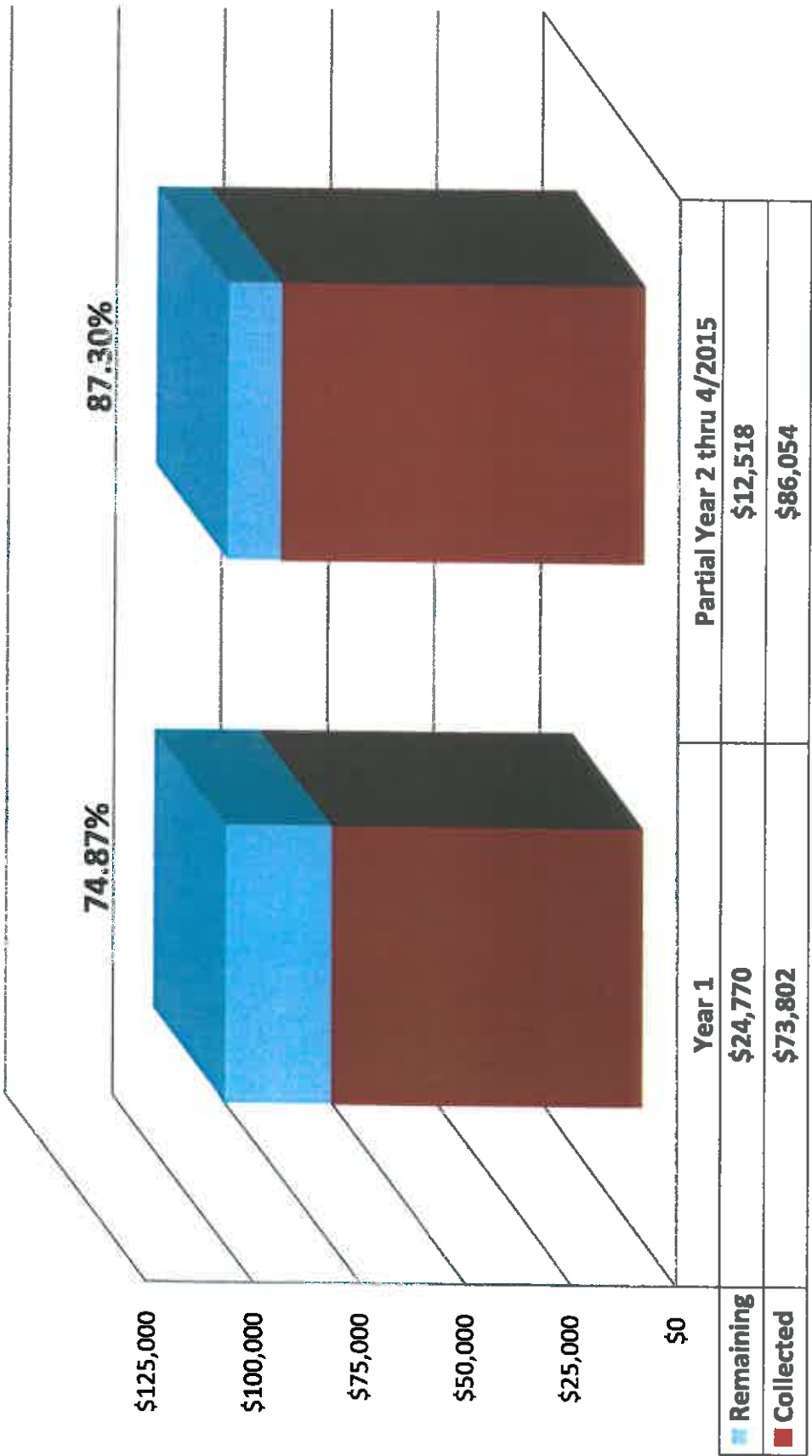


7/1 - 6/30 for each year

Initial Outstanding Base Tax \$196,712* - 7/1/12

*Adjusted amount minus Capital Source account \$78,590 = \$118,122

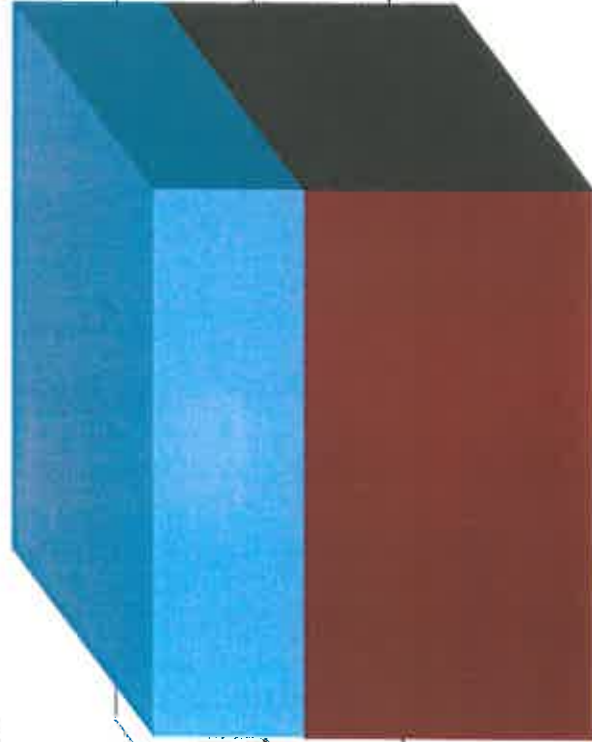
CITY OF FREEPORT 2012 Percentage of Collection



7/1 -6/30 for each year
Initial Outstanding Base Tax \$186,508 - as of 7/1/13
* Adjusted amount minus Capital Source account \$87,936 = \$98,572

CITY OF FREEPORT
2013 Percentage of Collection

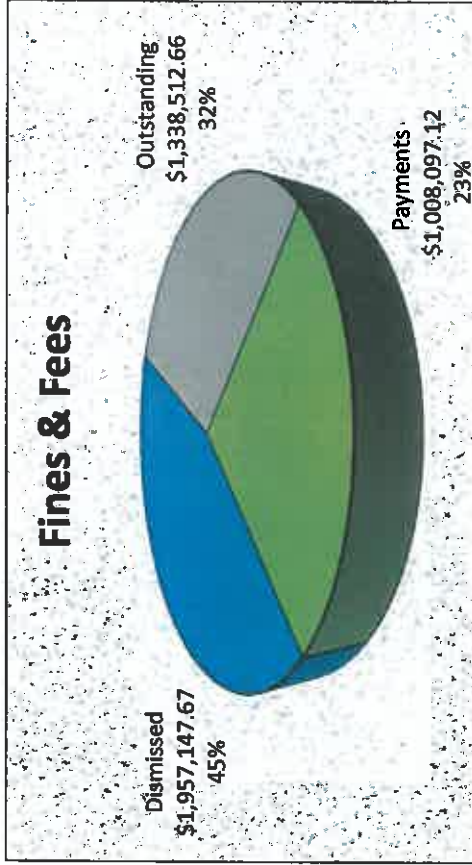
65.89%



	Partial Year 1 thru 4/2015
Remaining	\$27,803
Collected	\$53,696

Perdue, Brandon, Fielder, Collins, & Mott L.L.P.
 Fine and Fee Collection Report as of May 21, 2015

Court	Total Amount	Payments and/or Partial Payments	Dismissed/Cleared	Total % Cleared	Address
	\$	\$	\$	% of \$	Commission
City of Freeport Fines	4,303,757.45	1,008,097.12	1,957,147.67	45.48%	5,530
	10,634	5,569	10,702	68.90%	



Perdue, Brandon, Fielder, Collins, & Mott L.L.P.
 Fine and Fee Activity Report as of May 21, 2015

Court	Letters Sailed	Address Corrections	Photo # Changes	Phone Contacts
City of Fresno/Fines	28,989	5,530	4,474	5,065



April 13, 2015

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

Re: Riverside Lift Station Estimate

Mr. Pynes:

Per our discussion on Sewer problems we talked about upgrading the pumping capacity of Riverside Lift Station located behind Western Auto on Skinner Street. This station not only has a large gravity sewer system (drawing attached) but also the other lift station areas on the north side of the city pump to the gravity sewer mains of this station and it in turn pumps to Central Lift Station. Adding the two pumps and controls at this station would allow more pumpage during rain events and keeps the gravity system of this station flowing. During normal flow days the pumps would alternate pumping causing less wear on the pumps and if one did go out the city would still have the pumping capacity if needed.

I had an engineer look at this and he gave me a cost estimate of \$387,560.00 which includes the construction, basic engineering, and inspection. This is one project that would help move more the wastewater from the north side of the city to the wastewater facility during rain events but would benefit the city after rehabbing of the gravity sewer system on the north side of the city.

If you have any questions please call me and if you would like for us to proceed with this project please let me know.


Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Meeks", written over a white background.

Jerry Meeks
Project Manager, Veolia Water

Encl:




 THE CITY OF FREEPORT
 SANITARY SEWER
 COLLECTION SYSTEM
 EVALUATION
 NORTH SIDE

DATE	10/15/13
DRAWN BY	J. G. SMITH
CHECKED BY	J. G. SMITH
SCALE	AS SHOWN
SHEET NO.	3 OF 15

NO.	DATE	DESCRIPTION
1	10/15/13	INITIAL DESIGN
2	10/15/13	REVISION
3	10/15/13	REVISION
4	10/15/13	REVISION
5	10/15/13	REVISION
6	10/15/13	REVISION
7	10/15/13	REVISION
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50	10/15/13	REVISION

