

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, JULY 6, 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 June 1, 2015 Council Minutes. Pg. 414-419
5. Attending citizens and their business.
6. Consideration of approving Ordinance No. 2015-2089 authorizing the Mayor to sign and acknowledge and the City Secretary to attest a special warranty deed conveying to YODE INVESTMENT, LLC, the owner of Lot 2 of the replat of Lots 7 through 12, Block 663 of the Velasco Townsite according to the replat recorded in the official Records of Brazoria County, Texas, as Document # 2015000652, the West 4.1 feet of the Perry Street, Right of Way adjacent to said Lot 2. Pg. 420-436
7. Consideration of approving and ratifying the bid date to July 13, 2015 for the construction of "Emergency Power and Monitoring Systems", furnishing all labor, material, and equipment and performing all work required for the construction project. Pg. 437-438
8. Consideration of approving Resolution No. 2015-2471 accepting the bid and authorizing the Mayor and the City Secretary to execute and attest , respectively, and the Mayor to acknowledge and deliver to 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. 439-459
9. Consideration of approving Ordinance No. 2015-2090 amending the budget for Fiscal Year 2014-2015. Pg. 460-465
10. Consideration of approving and awarding the Disaster and/or Storm Recovery Monitoring contract to Tetra Tech Incorporated. Pg. 466-467
11. Consideration of approving an Interlocal Assistance Agreement with the Velasco Drainage District and the City of Freeport. Pg. 468-473

12. Consideration of approving the purchase of a 911 recording system from Vista Com; capable of capturing 911 text, video, and pictures. Pg. 474-485
13. Consideration of approving a support letter for Treasure Island MUD's CEPRA Cycle 9 proposal for their Rock Revetment Project. Pg. 486

Work Session:

- A. Presentation by James Hollis Transportation Director, regarding the Gulf Coast Center/ Connect Transit Services and need for additional funding for the Saturday service after 8/31/15.
- B. Discuss 2015-2016 budget preparations, revenues projections, schedule workshop dates.

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:

- Veolia Contract Expiring
- Praxair Industrial District Agreement

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, July 2, 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 Monday, June 1, 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
Councilman Fred Bolton
Councilwoman Sandra Loeza
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
Nat Hickey, Property Manager
Dan Pennington, Police Chief
Brian Davis, Fire Chief
Loni Kershaw, Human Resources

Visitors: Blanca Bustos Mike Darlow
Lila Lloyd Eric Hayes
Sandra Barnett Jerry Meeks
Sandra Shaw Edith Fisher
Robert Worley Greg Flaniken
Annette Sanford Dean O. Merrigan
Wallace E. Trochesset Mark Havran
Bob Young

Call to order.

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

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Norma M. Garcia led the Pledge of Allegiance.

Consideration of approving the May 19, 2015 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved the May 19, 2015 Council Minutes.

Attending citizens and their business.

There were none.

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.

On a motion by Councilwoman Barbree, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved 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.

Consideration of approving and authorizing the City Manager to expend funds for Investment Grade Audit agreement with Schneider Electric.

On a motion by Councilwoman Loeza, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved authorizing the City Manager to expend funds for Investment Grade Audit agreement with Schneider Electric.

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.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved authorizing the City Manager to expend funds to improve approximately 14,100 feet of sewer piping for Lift Station # 9 with Veolia Water.

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.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved setting July 6, 2015 for a bid date for an exchange of lots in the Velasco Townsite area.

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.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to reset a bid date to July 6, 2015 for the construction of "Emergency Power and Monitoring Systems", furnishing all labor, material, and equipment and Performing all work required for the construction project.

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.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting 4 to 1 Council rejected 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. Councilman McDonald opposed.

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.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved 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.

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.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved 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

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.

On a motion by Councilman McDonald, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved 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.

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.

On a motion by Councilman McDonald to sale the City's interest in Block 5, Lot 7, Freeport Townsite, known as 527 East 5th Street, Tax Id. # 4200-0082-000, and motion died for lack of second.

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.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting 4 to 1, Council rejected selling the City's interest in Block 5, Lot 9, Freeport Townsite, known as 537 East 5th Street, Tax Id. # 4200-0084-000. Councilman McDonald opposed.

Consideration of selling the City interest in Block 5, Lot 10, Freeport Townsite, known as 567 East 6th Street, Tax Id. # 4200-0085-000.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting 4 to 1, Council rejected selling the City interest in Block 5, Lot 10, Freeport Townsite, known as 567 East 6th Street, Tax Id. # 4200-0085-000. Councilman McDonald opposed.

Consideration of approving and upgrading Phase 1 Memorial Park lighting plan.

On a motion by Councilwoman Loeza, seconded by Councilman McDonald, with all present voting "Aye", Council rejected upgrading Phase I Memorial Park Lighting Plan.

Consideration of taking action on any items discussed in Executive Session.

Mayor Norma Garcia reconvened the meeting at 7:27 p.m. to take action on an Executive Session item:

- Regarding TCEQ – Fuel Tank removal from old Service Center.
On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting 4 to 1, Council approved removing the fuel tanks from east end Old Service Center. Councilman McDonald opposed.

Work Session:

- A. Presentation by Edith Fischer, Director of Tourism of the Brazosport Convention & Visitors Council promoting and request for continued funding.

Edith Fischer of the Brazosport Convention & Visitors Council presented a PowerPoint presentation on the past year's activities and request continued funding .

- B. Report on the collections of delinquent taxes by Mike Darlow of Perdue, Brandon, Fielder, Collins & Mott, L.L. P.

Mark Darlow gave an activity report on fines & fees collection as of May 21, 2015.

- C. Update on authorized new road improvements.

Mr. Pynes updated Council on the completion of road work by the County and by A-1 Construction.

- D. Discussion regarding rental/lease single and multifamily pre-inspection ordinance.

It is Council consensus that Mr. Pynes draft a document that would allow the City to perform safety inspection on properties to ensure it meets code standards before the renter moves in.

Blanca Bustos stated that Code Enforcement Ordinances are not being enforced, creating another ordinance would be a mistake. She asked Council to reconsider. She has reported high grass across the Post Office and a trailer, next door to her house in the back yard.

- E. Update on demolition properties.

Gilbert Arispe reported that presently one dilapidated house had been demolished by owner, three houses are in trust to the City, getting asbestos reports, 2 belong to Port Freeport.

- F. Discussion regarding the CDBG sewer infrastructure project.

Mr. Pynes updated Council on upgrading the Riverside Lift Station, located behind Western Auto on Skinner Street. A cost estimate of \$387,560.00 includes the construction, basic engineering and inspection.

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

Phase 2 and 3 will be, erected decorative street lighting from the railroad trestle on 2nd Street, and going to Hwy. 288, making a loop and starting on Broad Street to Cherry. Mr. Pynes will be bringing this item back for consideration.

Mayor Norma Garcia closed the formal session at 7:12 p.m.

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

Mayor Norma Garcia reconvened the formal meeting at 7:27 p.m.

Adjourn

On a motion by Councilman McDonald, seconded by Councilman Barbree, with all present voting "Aye", Mayor Norma Garcia adjourned the meeting at 7:28 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, MAKING FINDINGS OF FACT; CLOSING AND ABANDONING WEST 4.1 FEET OF THE PERRY STREET RIGHT OF WAY ABUTTING LOT 2 OF THE REPLAT OF LOTS 7 THROUGH 12, BLOCK 663 OF THE VELASCO TOWNSITE ACCORDING TO THE REPLAT RECORDED IN THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AS DOCUMENT #2015000652; AUTHORIZING THE MAYOR AND THE CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO YODE INVESTMENTS, LLC, THE RECORD OWNER OF SAID LOT 2, A SPECIAL WARRANTY DEED, SUBJECT TO RESERVATION HEREIN SET FORTH, FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO IN ACCORDANCE WITH SECTION 272.001 OF THE LOCAL GOVERNMENT CODE, UPON PAYMENT BY SAID OWNER OF THE COST OF SUCH APPRAISAL AND THE PREPARATION OF THE DEED HEREBY AUTHORIZED; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on the Plat of the Velasco Townsite, now within the corporate limits of the City of Freeport, Texas ("the City") and recorded in Volume 2, page 95 of the Plat Records of Brazoria County, Texas, there is a right-of-way for a public street, seventy (70') feet in width, located between Lot 12 of Blocks 663 and Lot 1 of Block 636, named Perry Street; and,

WHEREAS, Lots 9 through 12 of Block 663 of said townsite have been replatted and, according to the recording of such replat appearing as Document #2015000652 in the Official Records of Brazoria County, Texas, are now Lot 2 of Block 663; and,

WHEREAS, Perry Street right of way adjoining said Lot 2 is seventy (70') feet, the pavement at such location is only thirty-four (34') eight (8") inches and, after closing the West four feet one (1') inch, there will remain on the East edge of such edge of the pavement, fourteen (14') eleven (11") of right-of-way will remain for off-street parking; and

WHEREAS, AVANTI INVESTMENTS, LLC, the sole record owner of said Lot 2, has requested that the City close, abandon and sell to said owner the West 4.1 feet of such unimproved area adjacent to said Lot 2; and,

WHEREAS, a previous owner of Lot 2 (formerly Lot 12) of said Block 663 placed permanent improvements on the 4.1 strip of right-of-way for Perry Street adjoining such lot, which the City has allowed to remain for several years; and

WHEREAS, at the present time, a sufficient amount of the right-of-way remains between such 4.1 foot strip and the edge of the pavement on Perry Street to permit off-street parking on such remainder; and,

WHEREAS, the present owner of said Lot 2 has requested that the City close, abandon and sell such 4.1 foot strip to such owner and it is unlikely in the foreseeable future that the pavement of Perry Street at such location would need to be widened and such strip would be needed for off-street parking; and,

WHEREAS, closing, abandoning and selling of such 4.1 foot strip of right-of-way to such owner would be in the public interest because the City would receive payment therefor and such 4.1 foot strip would be placed on the tax roll and produce tax revenue for the City; and,

WHEREAS, Section 311.002(a)(2) and Section 311.008 of the Transportation Code and Sections 2.01 and 2.03 and Item (p) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and

WHEREAS, in accordance with Section 272.001 of the Local Government Code, the Property Manager of the City has obtained from a certified appraiser an opinion that the fair market value of such 4.1 foot strip at this time is One Thousand Two Hundred and No/100 (\$1,200.00) Dollars,

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

First, the City Council of the City finds and declares that the findings of fact and conclusions of law set forth in the preamble to this ordinance are true and correct.

Second, the following described portion of the right-of-way of Perry Street adjoining Lot 2 (formerly Lot 12) of Block 663 of the Velasco Townsite in the City of Freeport, Brazoria County, Texas, to-wit:

BEGINNING at the southeast corner of Block 663 of the VELASCO TOWNSITE, in the 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, also being the southeast corner of Lot 2, of the replat of a portion of said Block 663 recorded as Document# 2015000652 in the Official Records of said county ;

THENCE, N 31 deg. 20 min. 38 sec. E 125 ft. along the east boundary line of said Lot 2 to the northeast corner of said Lot 2;

THENCE, S 58 deg. 49 min. 46 sec. E 4.1 feet to a point for corner in the right-of-way of Perry St.;

THENCE, S 31 deg. 20 min. 38 sec. W 125 ft. to a point for corner in the right-of-way of Perry St.;

THENCE, N 58 deg. 49 min. 46 sec. W 4.1 feet to the PLACE OF BEGINNING, containing 512.5 sq. feet.

be and the same is hereby closed and abandoned and sold to YODE INVESTMENTS, LLC, the owner of said Lot 2, for the sum of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars.

Third, upon payment of such sum by the owner of said Lot 2 to the Finance Director of the City, the Mayor and City Secretary are authorized and directed to execute and attest, respectively, and the Mayor to acknowledge and deliver to said owner a special warranty deed conveying the surface and surface only thereof to such owner, reserving the use of the subsurface to the City.

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

Fifth, this ordinance shall take effect and be in force from and after its passage and adoption.

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

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney
City of Freeport, Texas

C:\Freeport.Cty Sell\W4.1 ft Perry St ROW-2Ord

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, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto YODE INVESTMENTS. LLC, a Texas Limited Liability Company with offices in Galveston, Galveston County, Texas, hereinafter called GRANTEE, the surface and surface only of the following described real property lying and situated in the County of Brazoria and State of Texas:

BEGINNING at the southeast corner of Block 663 of the VELASCO TOWNSITE, in the 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, also being the southeast corner of Lot 2, of the replat of a portion of said Block 663 recorded as Document# 2015000652 in the Official Records of said county ;

THENCE, N 31 deg. 20 min. 38 sec. E 125 ft. along the east boundary line of said Lot 2 to the northeast corner of said Lot 2;

THENCE, S 58 deg. 49 min. 46 sec. E 4.1 feet to a point for corner in the right-of-way of Perry St.;

THENCE, S 31 deg. 20 min. 38 sec. W 125 ft. to a point for corner in the right-of-way of Perry St.;

THENCE, N 58 deg. 49 min. 46 sec. W 4.1 feet to the PLACE OF BEGINNING, containing 512.5 sq. feet.

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 the rights to use the subsurface hereinafter described.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever; SAVE AND EXCEPT, there is hereby reserved unto Grantor, its successors and assigns, forever, the use of the subsurface beneath the property hereby conveyed for utility lines and mains presently in use or that may, in the sole discretion of the City, be required in the future by the City and any of the utility companies furnishing public utilities within the City, without disturbing the surface of such property.

Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor but not otherwise.

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 on the real property being hereby conveyed beginning with 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

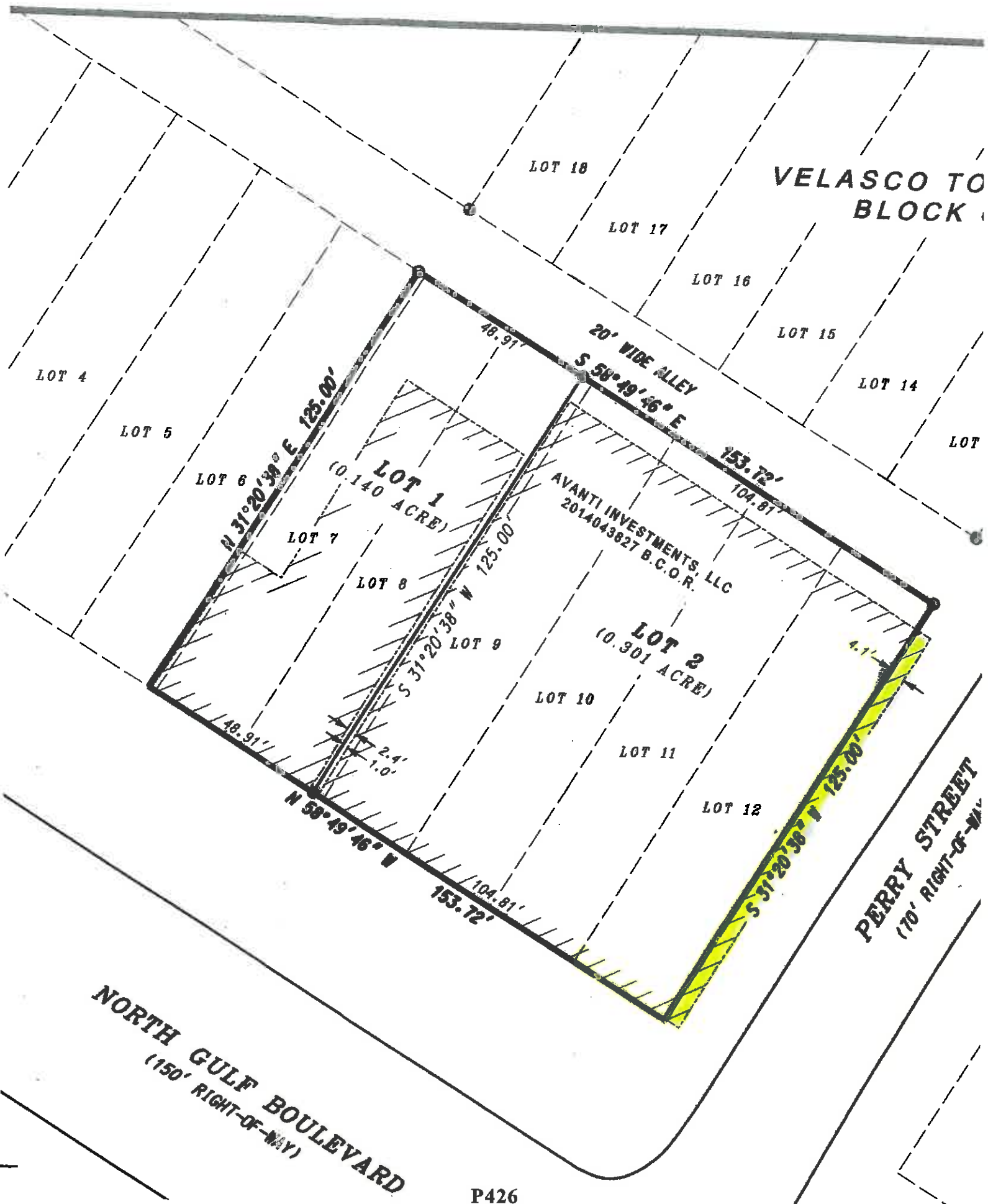
This instrument was acknowledged before me on the ____ day of _____, 2015, by NORMA MORENO GARCIA, as MAYOR of the CITY OF FREEPORT, TEXAS.

Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:

3505 Highway 146 #100
Baycliff, TX 77518

C\Freeport.CtySell\4.1 Feet Perry St ROW-2SWD



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
2-4-15

Appraisal Report

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
 Lending/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	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<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	<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	<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	<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.	<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>	<u>0% Condo</u>	<u>6% Commercial</u>		
	<u>0% Industrial</u>	<u>9% Vacant</u>	<u>%</u>				
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)				
	(*) From _____ To _____						
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>10 % Vacant</u>				
Single Family Price Range	<u>\$ 10,000 to \$ 150,000</u>		Predominant Value <u>\$ 40,000</u>				
Single Family Age	<u>55 yrs. to</u>	<u>75 yrs.</u>	Predominant Age <u>65 yrs.</u>				

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) _____
 Gas _____
 Water _____
 San. Sewer _____
 Underground Elect. & Tel. _____
 OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface Concrete
 Maintenance Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Level
 Size Below average
 Shape Rectangular
 View Commercial
 Drainage Appears adequate
 Is the property located in a HUD identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): 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 #C4694C</u>	<u>MLS #L52797C</u>
Date of Sale and Time Adjustment	<u>11/14</u>	<u>07/13</u>	<u>10/10</u>	<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)		<u>\$ 0.50</u>		
Indicated Value of Subject		<u>Net % \$ 2.32</u>	<u>Net % \$ 1.88</u>	<u>Net % \$ 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.

Personal (non-rec'd) 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

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: Did Not Exterior Only 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

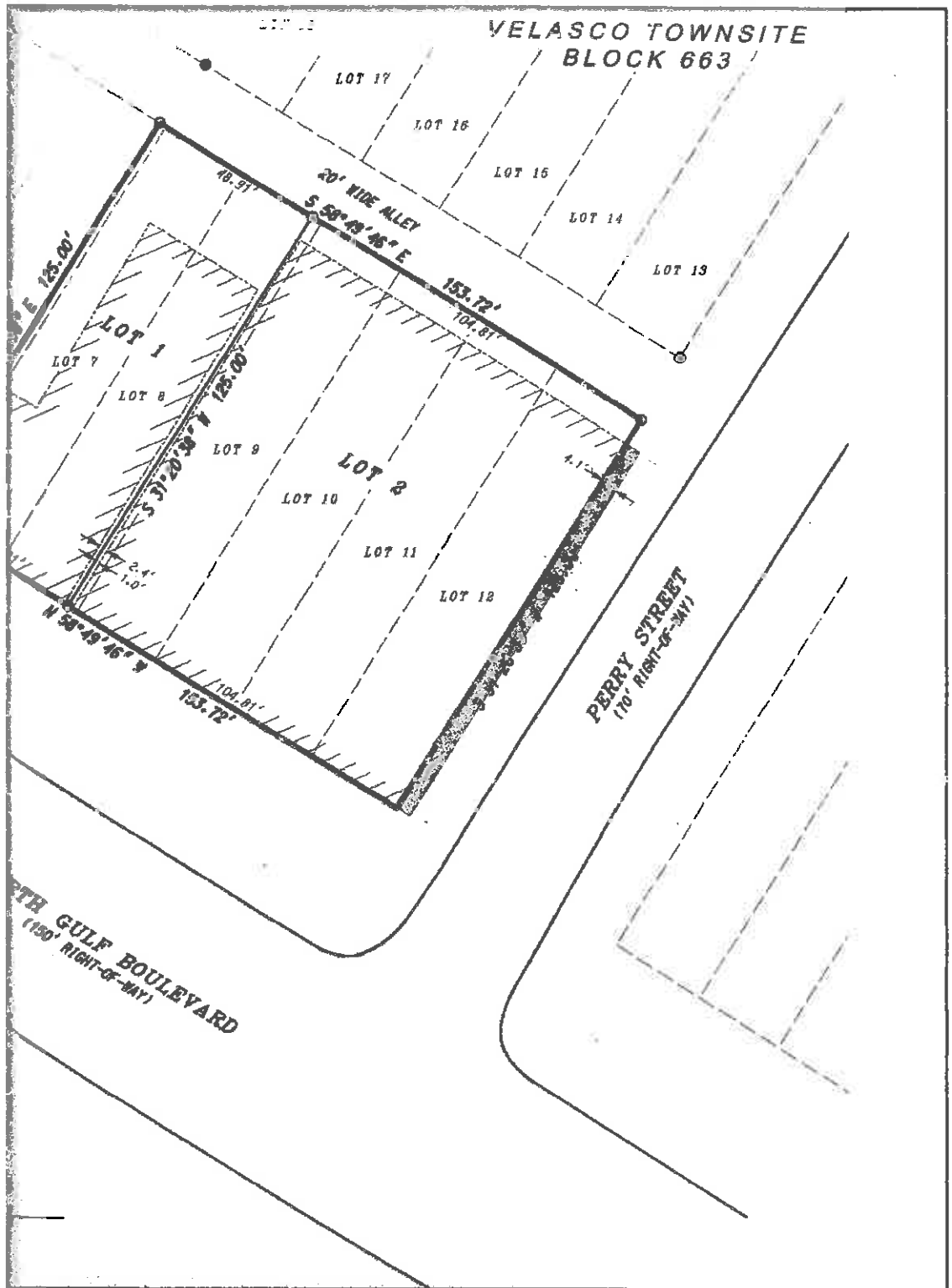
SUPERVISORY APPRAISER (only if required):

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

Did Did Not inspect Property

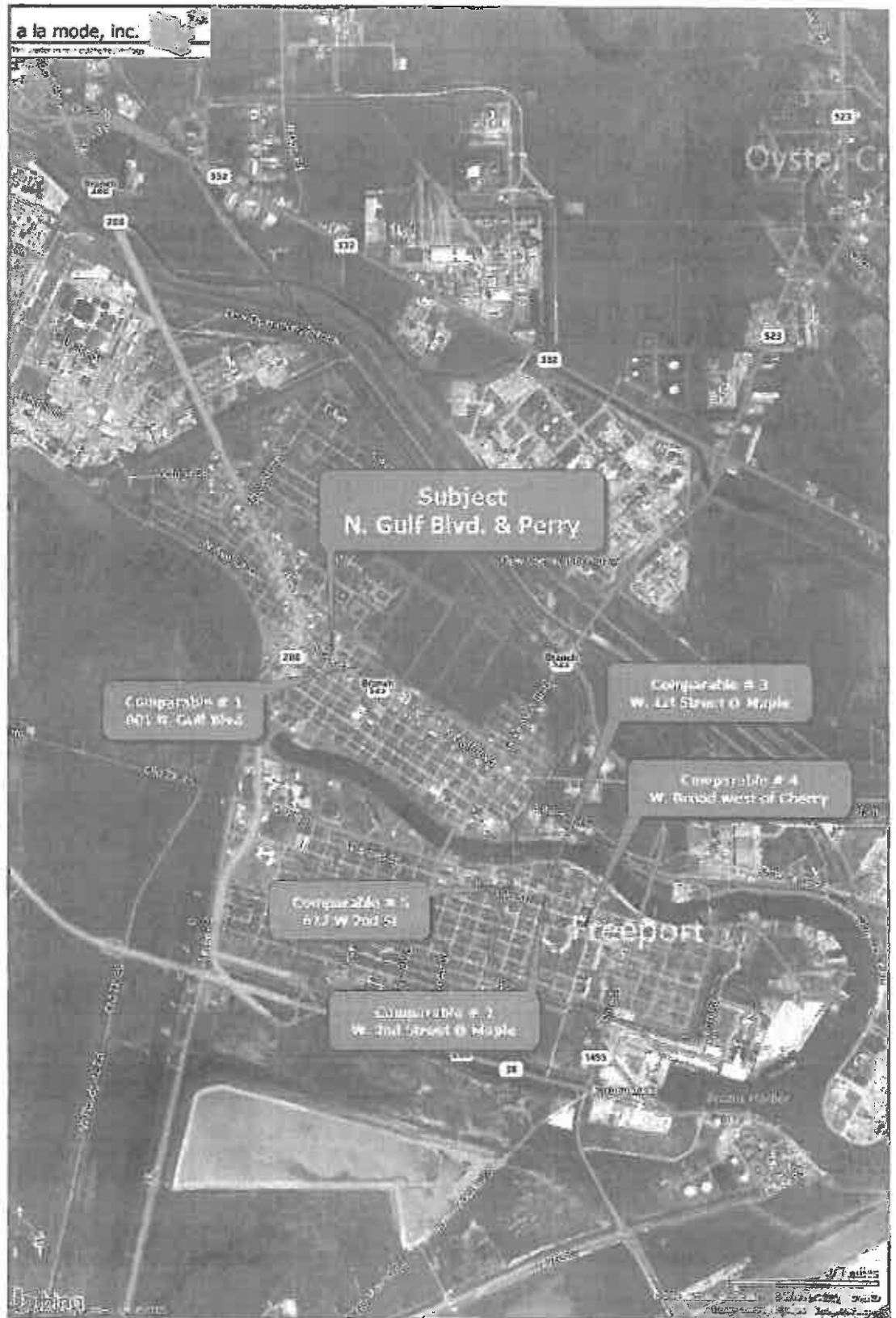
Site Map

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



Comparable 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			



Subject Photo Page

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

Form LPICPX.DSS LTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

1
INVITATION TO BIDDERS

The City of Freeport will receive bids for the Emergency Power and Monitoring Systems until **2:00 P. M., on Monday, July 13, 2015 at the City of Freeport, City Hall, 2nd Floor Conference Room, 200 W. 2nd Street, Freeport, Texas 77541.** Bids, for the “Emergency Power and Monitoring Systems”, will be publicly opened and read aloud at the time, date, and address previously stated.

Bids are invited for the work as follows:

Provide backup power and monitoring system throughout the City of Freeport.

Bid/Contract Documents, including Drawings and Technical Specifications are on file and may be obtained from the office of LJA Engineering, Inc., East Houston Office, 11821 East Freeway, Suite 400, Houston, Texas 77029 for One Hundred Dollars (\$100.00) per set, which sum will not be refunded.

Plans and Specifications may be examined at the following locations:

City of Freeport 979-233-3526
City Hall
200 W. 2nd Street
Freeport, Texas 77541

LJA Engineering, Inc. 713-450-1300
East Houston Office
11821 East Freeway, Suite 400
Houston, Texas 77029

Amtek Plan room 713-956-0100
4001 Sherwood Lane
Houston, Texas 77092

Houston AGC & iSqFt Plan Room 800-364-2059
8450 Westpark, Suite 100
Houston, Texas 77063

Dodge Data & Analytics Plan Room 713-316-9411
3315 Central Avenue
Hot Springs, AR 91913

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Freeport or negotiable U. S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that the successful bidder must comply with:

- Paying not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Department of Labor and contained in the contract documents.
- Ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

- Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders.

The City of Freeport reserves the right to reject any or all bids or to waive any informalities in the bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Bids may be held by the City of Freeport for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

A Mandatory Pre-Bid conference for prospective bidders, supplier, etc., will be held on **Thursday, June 25, 2015 at 2:00 P.M. at the City of Freeport City Hall, 2nd Floor Conference Room, 200 W. 2nd Street, Freeport, Texas** in accordance with the Instructions to Bidders, Paragraph 20. No bid will be accepted by Owner if Bidder fails to attend the Mandatory Pre-Bid Conference.

City of Freeport,
Jeff Pynes, City Manager
Bid Date: Monday, July 13, 2015

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The City of Freeport is an equal opportunity employer.

RESOLUTION NO. _____

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 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 therefore 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 City Council of the City thereafter accepted such bid, being of the opinion that the acceptance of such bid was 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, having accepts the bid of the said Gardner L. Campbell, Jr., the City Council of the City authorizes the Mayor and City Secretary to execute and attest, respectively, and the Mayor to acknowledge and deliver to the said Gardner L. Campbell a Special Warranty Deed conveying to the said Gardner L. Campbell, 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-2RSL

SPECIAL WARRANTY DEED

The CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTOR, for the valuable consideration hereinafter specified, has GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto GARDNER L. CAMPBELL of Brazoria County, Texas, 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 above).

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

SPECIAL WARRANTY DEED

The CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTOR, for the valuable consideration hereinafter specified, has GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto GARDNER L. CAMPBELL of Brazoria County, Texas, 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 above).

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:

Gardner L. Campbell
C/O Charles Rogers
360 S. Highway 288-B
Clute, TX 77531

AFTER RECORDING, RETURN TO

Gardner L. Campbell
C /O Charles Rogers
360 S. Highway 288-B
Clute, TX 77531

C:\Freeport-CitySell\GULF BLVD MOTEL LAND-2SWD

SPECIAL WARRANTY DEED

GARDNER L. CAMPBELL of Brazoria County, Texas, hereinafter called GRANTOR, for the valuable consideration hereinafter specified, has 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; the terms and provisions of the Special Warranty Deed conveying such property from the City of Freeport to Grantor; 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 himself, his heirs, executors and administrators, 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 above).

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

Gardner L. Campbell, Grantor

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the ____ day of _____, 2015, by GARDNER L. CAMPBELL.

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\Campbell-Rogers-SWD



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Gardner L. Campbell (Seller) and Charles Rogers, d/b/a Costal Commercial Property (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), Addition, City of Freeport, County of Brazoria, 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 and Seller

(Address of Property)

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 _____ and Seller _____

TREC NO. 9-11

(Address of Property)

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 _____

TREC NO. 9-11

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 ¹⁵, 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 or the deed from Seller to Buyer executed pursuant to the terms and conditions of this contract, and the terms and provisions of the Special Warranty Deed conveying the property which is the subject

of this contract from the City of Freeport, as grantor, to Gardner L. Campbell, as grantee, which deed is incorporated herein by reference as if set forth in full at this point, the terms and provisions of the deed from the City of Freeport prevails.

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-11

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.

(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:

 Coastal Commercial Properties

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

Telephone: () _____

Facsimile: () _____

E-mail: _____

To Seller at:

Telephone: () _____

Facsimile: () _____

E-mail: _____

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 type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |

Initialed for identification by Buyer _____ and Seller _____

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: _____

Telephone: () _____

Telephone: () _____

Facsimile: () _____

Facsimile: () _____

E-mail: _____

E-mail: _____

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

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

Seller Gardner L. Campbell

Buyer _____

Seller _____

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: (_____) _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACTS; AMENDING THE BUDGET FOR THE FISCAL YEAR 2014-2015; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Article 9 of the Home Rule Charter of the City of Freeport (hereinafter sometimes "the City"), the budget for the 2011-2012 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2014-2071, read, passed and adopted on the 8th day of September, 2015, (hereinafter sometimes "the Budget"); and,

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of a municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and,

WHEREAS, Section 9.16 of the City's Home Rule Charter provides that the budget may be amended and appropriations altered in accordance therewith in cases of public necessity, the actual fact of which shall have been declared by the City Council; and,

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for and in the best interest of the health, safety and general welfare of the inhabitants of the City.

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

SECTION ONE (1): FINDINGS OF FACT

In connection with the amendment and revision of the Budget, the City Council of the City makes the following findings:

(1) The amendments and revisions set forth in the Budget were the result of numerous public workshop meetings called and conducted in the manner required by the Texas Open Meetings Act, codified as Chapter 551, Government Code.

(2) A public hearing was held on the Budget on September 8th, 2014, and conducted in the manner required by Section 102.006 of the Local Government Code and the City's Home Rule Charter.

(3) Notice of such public hearing was published in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City in the manner and time required by Chapter 102 of said Code and the City's Home Rule Charter.

(4) A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional expenditures set forth in Exhibit "A" attached hereto and made a part hereof, such unusual and unforeseen conditions also being set forth in said Exhibit "A".

(5) The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.

(6) All of the changes set forth in Exhibit "A" are for municipal purposes.

(7) The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.

(8) The contingent appropriations, as amended and revised in said Exhibit "A", do not exceed three (3%) percent of the total amended and revised budget appropriations reflected therein.

(9) The amended and revised expenditures of the general fund and the debt service fund contained in the Budget, as amended by said Exhibit "A", do not exceed the resources of each fund, as amended and revised.

SECTION ONE (2) :

The existing budget of the City of Freeport, Texas, for the fiscal year 2014-2015 is hereby amended and revised as reflected in said Exhibit "A".

SECTION THREE (3) :

As required by Subsections (c) and (d) of Section 102.009 of the Local Government Code, upon the passage and adoption of this ordinance, the amended and revised budget adopted hereby shall be filed with the City Secretary of the City to be maintained in the official records of the City, and a certified copy of this ordinance, with Exhibit "A" attached thereto, shall be filed by the City Secretary with the County Clerk of Brazoria County, Texas, and the State Comptroller of Public Accounts for the State of Texas.

SECTION FOUR (4) :

nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

SECTION FIVE (5) :

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

SECTION SIX (6) :

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

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.Bud\2014-2015 Bud Amnd-Ord

We are requesting the following amendments to the 2014-2015 Budget:

LINE ITEM	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION
1		VEOLIA OTHER RECORD CARRYOVER OF FUNDS RECEIVED FROM PHILLIPS 66 - FM1495 PROJECT (RECEIVED REIMBURSEMENT 8-5-14)	56-585-498	VEOLIA OTHER	115,750	
2		VEOLIA OTHER INCREASE PROFESSIONAL FEES FOR THE SANITARY SEWER OVERFLOW INITIATIVE	56-585-498	VEOLIA OTHER	18,250	
3		POLICE-SALE OF EQUIPMENT POLICE - OFFICE SUPPLIES RECORD EQUIPMENT SOLD AT RENE BATES AUCTION	10-301-525 10-525-310	POLICE-SALE OF EQUIPMENT POLICE-OFFICE SUPPLIES	4,884	4,884
4		VEOLIA OTHER ADJUST BUDGET FOR WATER & SEWER EXTENSION - ABC COMPLEX	56-585-498	VEOLIA OTHER	18,450	
5		MAJOR CAPITAL FUND INCREASE BUDGET FOR PLANNING AND DESIGN COST FOR THE PROPOSED SPORTS COMPLEX	10-900-899	MAJOR CAPITAL FUND	16,800	
6		MISC. DONATIONS POLICE CAPITAL RECORD DONATION FROM BRAZOSPORT ROTARY CLUB - TWO YEAR WARRANTY ON POLICE BODY CAMERAS	10-380-820 10-525-899	MISC. DONATIONS POLICE CAPITAL	4,187	4,187
7		POLICE SEIZED FUNDS POLICE - LOCAL NARCOTICS RECORD POLICE NARCOTIC SEIZURE	10-382-525 10-525-820	POLICE SEIZED FUNDS POLICE - LOCAL NARCOTICS	5,217	5,217
8		POLICE SEIZED FUNDS POLICE - LOCAL NARCOTICS INCREASE BUDGET FOR SEIZED FUNDS RECEIVED FROM BRAZORIA COUNTY	10-382-525 10-525-820	POLICE SEIZED FUNDS POLICE - LOCAL NARCOTICS	24,482	24,482
9		GRANT REVENUE POLICE CAPITAL AMBULANCE CAPITAL RECORD GRANT REVENUE RECEIVED FROM PHILLIPS 66	10-380-400 10-525-899 10-830-899	GRANT REVENUE POLICE CAPITAL AMBULANCE CAPITAL	49,000 179,000	228,000

10	POLICE - CAPITAL GRANT REVENUE RECORD GRANT REVENUE RECEIVED FROM HGAC FOR PORTABLE RADIOS	10-828-899 10-360-400	POLICE - CAPITAL GRANT REVENUE	68,568	68,568
11	VEOLIA OTHER WATER & SEWER - MISC. REVENUE RECORD REIMBURSEMENT RECEIVED FROM FREEPORT LNG FOR WATER & SEWER LINE PROJECT	66-565-498 66-390-101	VEOLIA OTHER WATER & SEWER - MISC. REVENUE	90,866	90,866
12	POLICE - SALE OF EQUIPMENT POLICE - FURNITURE & FIXTURES POLICE - VEHICLE MAINTENANCE ADJUST BUDGET FOR SALE OF SEIZED VEHICLES	10-360-200 10-825-382 10-825-824	POLICE - SALE OF EQUIPMENT POLICE - FURNITURE & FIXTURES POLICE - VEHICLE MAINTENANCE	2,800 8,383	7,863
13	MISC. INCOME POLICE - VEHICLE MAINTENANCE RECORD REIMBURSEMENT FROM HGAC	10-360-101 10-825-824	MISC. INCOME POLICE - VEHICLE MAINTENANCE	667	667
14	INSURANCE RECOVERY POLICE - VEHICLE MAINTENANCE RECORD TML INSURANCE REIMBURSEMENT	10-399-190 10-825-824	INSURANCE RECOVERY POLICE - VEHICLE MAINTENANCE	12,626	12,626
15	EMERGENCY MANAGEMENT UPGRADE ELECTRICAL SERVICE AT FIRE STATION (2), FEMA WILL REIMB. 75%	10-630-625	EMERGENCY MANAGEMENT	2,835	
16	FREEPORT LNG - INDUSTRIAL DIST. ADJUST BUDGET TO ADD FREEPORT LNG - INDUSTRIAL DIST. AGREEMENT	10-312-021	FREEPORT LNG - INDUSTRIAL DIST.		5,000,000

SUMMARY EFFECT ON GOVERNMENTAL FUNDS:

BUDGET ADJUSTMENTS	ACCT#	CURRENT BUDGET	BUDGET AMEND	AMENDED BUDGET
VEOLIA OTHER	66-565-498	70,000	243,125	313,125
POLICE-SALE OF EQUIPMENT	10-361-825	0	-12,437	-12,437
POLICE - OFFICE SUPPLIES	10-825-310	16,900	4,684	23,584
MAJOR CAPITAL FUND	10-800-899	0	16,900	16,900
MISC. DONATIONS	10-360-820	0	-4,197	-4,197
POLICE CAPITAL	10-826-899	81,848	119,755	171,603
POLICE SEIZED FUNDS	10-362-825	0	-29,899	-29,899
POLICE - LOCAL NARCOTICS	10-825-820	6,000	29,899	35,899
GRANT REVENUE	10-360-400	0	-294,568	-294,568
AMBULANCE CAPITAL	10-630-899	14,875	178,000	192,875
WATER & SEWER - MISC. REVENUE	66-360-101	-23,000	-90,866	-113,866
POLICE - FURNITURE & FIXTURES	10-825-382	1,000	2,900	3,900
POLICE - VEHICLE MAINTENANCE	10-825-824	28,000	18,645	43,645
MISC. INCOME	10-360-101	-16,000	-667	-16,667
INSURANCE RECOVERY	10-399-190	0	-12,626	-12,626
EMERGENCY MANAGEMENT	10-630-625	18,000	2,835	20,835
FREEPORT LNG - INDUSTRIAL DIST.	10-312-021	0	-5,000,000	-5,000,000
		188,223	-4,827,906	-4,861,883
		Net effect on Fund Balance:		INCREASE \$4,827,906



FREEPORT FIRE & EMS
131 East Fourth Street
P.O. Box 3356
Freeport, Texas 77541
(979) 233-2111

Brian Davis
Chief
Christopher Motley
Deputy Chief
Bullywayne Shoemaker
Deputy Chief

June 11, 2015

RE: Disaster and/or Storm Recovery Monitoring

Dear Honorable Mayor Norma Moreno-Garcia

Recently, Yates Construction, our primary monitoring contractor gave notice to the City of Freeport that it was not renewing the remaining two year period of an existing contract. On May 20, 2015, the City of Freeport held a sealed bid for request for proposal for disaster and / or storm recovery monitoring services. The City of Freeport received only one bid. After opening the sealed bids and reviewing the proposal, I am recommending the City of Freeport accept the bid offer with Tetra Tech for disaster and/or storm recovery monitoring services.

Sincerely,

Christopher D. Motley
Deputy Fire & EMS Chief / EMC



City of Freeport, Texas

Disaster and/or Storm Recovery Monitoring

Proposal | Copy | May 2015

INTERLOCAL ASSISTANCE AGREEMENT

Parties

1. This agreement is made in Brazoria County, Texas, between Velasco Drainage District (hereinafter "District"), and _____ (hereinafter "City").

Authority

2. This agreement is authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

Term and Renewal

3. The term of this agreement shall be from the Effective Date hereof through the first September 30th thereafter.

4. This agreement shall be automatically renewed for subsequent one-year terms from each October 1st immediately after the initial term or any extension term hereof, through the next September 30th of each succeeding year, unless either party terminates the agreement as provided herein.

Assistance with Projects

5. From time to time, the City may choose whether to ask the District for assistance with certain projects, and the District may choose whether to provide such assistance in the form of personnel, equipment, or materials. The term "Project" herein means a project for which the City has requested assistance, and the District has agreed to provide assistance. The scope of a Project and of the District's assistance will be decided at the time of the request and acceptance. This agreement sets the terms applicable to such assistance, in addition to the terms agreed at the time of the request.

6. The District's work authorized by this Agreement may be done:

- a. By the District through use of District personnel or equipment;
- b. By an independent contractor with whom the District has contracted for the provision of certain services, equipment, or materials.

7. During the term of this Agreement, when District work is requested, the Mayor of the City shall submit a request in writing to the District’s Superintendent. The District’s Superintendent and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this Agreement. It is expressly understood between the parties that the District shall have no obligation to provide any service or work not so agreed to in writing. The District’s Supervisor is authorized to sign an acceptance statement for each Project at the appropriate time and authorize the work to be completed as the District’s schedule allows.

Independent Contractors

8. The parties intend that in carrying out this agreement or taking any action hereunder, each party shall act as an independent contractor and not as an agent, employee, or borrowed servant of the other party.

No Borrowed Servants

9. No agent or employee of either party shall be a borrowed servant of the other party.

Workers’ Compensation Insurance Required

10. Each party agrees to provide worker’s compensation insurance upon all of its employees engaged in any project under this agreement.

Responsibility for Safety

11. The City agrees to provide all warning and safety signs and other safety protections as required when work is being performed by the District pursuant to this Agreement.

Responsibility for Utilities

12. The term "Utilities" in this agreement means any and all of the following:
- a. Equipment and facilities of any nature for water, sewer, electricity, cable television, internet, other communications, and any other utilities of any nature;
 - b. Pipelines, wire lines, and fiber optic lines, regardless whether used for a utility or not; and
 - c. Equipment associated, affiliated, or used with any of the foregoing.
13. The City, not the District, shall be responsible for:
- a. Locating all Utilities and informing the District in writing in advance of such Utilities, the type or nature thereof, and the location thereof, before the District begins work on the project or site; and
 - b. Repairing any damage to any Utilities not disclosed by the City to the District as required by this agreement. If the District chooses to repair such damage itself or through a subcontractor of the District, then the City agrees to reimburse the District upon request for the reasonable cost of doing so.

Responsibility for Wetlands and Flood Matters

14. The City, not the District, shall be responsible for:
- a. Locating all wetlands, flood zones, and flood ways of every nature that are either at or near the site of the Project or that may be affected by the Project, and informing the District in writing in advance of such matters, the type or nature thereof, and the location thereof, before the District begins work on the project or site; and
 - b. Repairing or mitigating any damage or impairment to any wetlands, flood zones, and flood ways of any nature not disclosed by the City to the District as required by this agreement. If the District chooses to repair such damage or impairment itself or through a subcontractor of the District, then the City agrees to reimburse the District upon request for the reasonable cost of doing so.

No Warranties by District

15. The parties further agree that any and all services, equipment, and materials provided by the District are WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, to the City or any other person, and that the

District has no obligation to provide any supplemental warranty work on a project. The City agrees to provide any engineering or design work required for work done pursuant to this agreement.

Indemnity

16. To the extent authorized by law, the City hereby agrees to indemnify and hold harmless the District and its officers, agents, employees, attorneys, and representatives from any and all liability, losses, damages, attorney's fees, costs of defense, claims, and causes of action of any nature or kind, in contract, tort, or otherwise, arising wholly or partly in any manner from this agreement, the subject matter hereof, or any act, omission, or condition related hereto.

No Consumer Goods or Services

17. Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

No Rights of Third Parties

18. This is not a third party contract. This contract may not be enforced by any person other than the District or the City, and nothing herein shall be construed to create any rights in third parties.

Warranties of Authority

19. Each person signing this Interlocal Assistance Agreement on behalf of the District represents and warrants that this agreement has been authorized by the governing body of the District in compliance with the Texas Open Meetings Act on the following date: _____.

20. Each person signing this Interlocal Assistance Agreement on behalf of the City represents and warrants that this agreement has been authorized by the governing body of the City in

compliance with the Texas Open Meetings Act on the following date: _____.

21. The City represents and warrants that its governing body has authorized the Mayor of the City to sign and deliver requests for assistance by the District and to execute agreements concerning the scope of such assistance, as provided in this agreement. By executing such a request or agreement, the Mayor represents and warrants that he or she has been authorized by the governing body of the City to do so.

22. By signing a request or agreement concerning the scope of a project or of assistance pursuant to this Interlocal Assistance Agreement, the Superintendent of the District represents and warrants that he or she has been authorized to do so by the governing body of the District.

23. Each party intends and agrees that the other party may rely upon the representations of authority contained herein or provided for herein, and that it is reasonable for the other party to so rely.

EFFECTIVE DATE: _____

VELASCO DRAINAGE DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

NAME OF CITY: _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

Munoz, Delia

Subject:

FW: New 911 recorder

From: Daniel Pennington [mailto:dpennington@freeport.tx.us]
Sent: Thursday, June 25, 2015 1:27 PM
To: Pynes, Jeff; Arispe, Gilbert
Cc: Welch, Bob; Munoz, Delia
Subject: New 911 recorder

Below is the information you asked for for the agenda.

In 2016, a new public safety service called Next Generation 911 (NG911) is scheduled to be deployed by the Houston-Galveston Area Council (H-GAC) at the Freeport Police Department. Once this installation is completed, it will permit our dispatch center to be able to receive 911 texts and eventually photos and video from the public instead of just simply phone calls. However, our current 911 recording system, which is over six years old, cannot capture this type of data. Also, it is not possible to upgrade our device in order to record the new type of information. As a result, our 911 equipment needs to be replaced. We have researched this issue, identified the necessary replacement device, and obtained a quote with H-GAC contract pricing. The selected recording unit is the same brand as our current phone system so compatibility problems should be minimized. We also had the quote reviewed by an H-GAC representative to ensure the equipment will meet our expectations. While speaking with H-GAC personnel, we were advised that the agency had received some unexpected funds from the state for the purpose of partially offsetting police departments' costs to replace their old 911 recording equipment. Based on the fact that we are a "two-station" dispatch center, we are eligible for up to \$15,000 in reimbursement from H-GAC provided our purchase occurs before August 31, 2015 (end of H-GAC's fiscal year). These reimbursement funds are assured to the Freeport Police Department up to 8-31-15 but are not guaranteed the money after this time.

Sent from my iPhone



Houston, TX
9772 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

Eventide Recorder Upgrade Proposal

Quote # HOU001363

Version 1

Freeport Police Department



Oklahoma City, OK
4180 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Houston, TX
9772 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Thursday, June 11, 2015

Freeport Police Department
David Fernandez
430 N Brazosport Blvd
Freeport, TX 77541
dfernandez@freeport.tx.us

Dear David,

Thank you for allowing Vista Com to prepare a quotation for you to upgrade your Eventide VR 725 to the Next Generation 911 Nexlog 740 recording solution. The proposal reflects Vista Com's HGAC contract RP07-14. Vista Com will be proposing a new 16 channel analog card for the radios and 911s and a new T1 card to record the phones and proposing recording 9-1-1 texting via screen capture. Vista Com will be transferring the following from the Eventide VR725 recorder to the Nexlog 740: the database of calls, the Media Works licenses will be converted to the new Media Works Plus licenses

Vista Com has a 21 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find two key areas that describe the solution.

- Proposed Solution - this is the physical components and software to be installed at your site.
- Services - items that are one time charges and represent labor and support for your solution.

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,

Robin Clevenger

Robin Clevenger
Regional Sales Manager
Vista Com



Oklahoma City, OK
 1000 Perimeter Center Drive, Suite 140
 Oklahoma City, OK 73112
 T: (800) 708-6423
 www.vistacomtx.com

Houston, TX
 9772 Whithorn Drive
 Houston, Texas 77095
 P: (800) 708-6423
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Eventide Recorder Upgrade Proposal



Prepared by:
Vista Com
 Robin Clevenger
 281-516-9800 ext 201
 Fax (281) 518-7056
 robin@vistacomtx.com

Prepared for:
Freeport Police Department
 430 N Brazosport Blvd
 Freeport, TX 77541
 David Fernandez
 dfernandez@freeport.tx.us
 (979) 239-1211

Quote Information:
Quote #: HOU001363
 Version: 1
 Delivery Date: 06/11/2015
 Expiration Date: 10/30/2015

Robin Clevenger

Part Number	Proposed Solution	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
<p>Vista Com is proposing to upgrade your 6 yr old Eventide VR 725 to the Next Generation 9-1-1 Nexlog 740 recording solution. The proposal reflects Vista Com's HGAC contract RP07-14. Vista Com will be proposing a new 16 channel analog card for the radios and 911s and a new T1 card to record the phones and proposing recording 9-1-1 texting via screen capture. Vista Com will be transferring the following from the Eventide VR725 recorder to the Nexlog 740: the database of calls, the Media Works licenses will be converted to the new Media Works Plus licenses</p>						
NexLog 740	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1	\$7,995.00	\$7,995.00	\$6,956.00	\$6,956.00
105301	Front Panel: Integrated 7" Color LCD Touch Screen Front Panel: Integrated 7" Color LCD Touch Screen Display	1	\$1,295.00	\$1,295.00	\$1,127.00	\$1,127.00
Battery Backup	CyberPower CP Series 850VA/510W UPS CyberPower CP Series 850VA/510W UPS, w/ LCD Status Panel, Office Software, Auto Shutdown and Automatic Voltage Regulation. Model: CP850AVRLCD	1	\$450.00	\$450.00	\$450.00	\$450.00
271083	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1	\$995.00	\$995.00	\$0.00	\$0.00



Oklahoma City, OK
 1700 Penimeter Center Drive, Suite 140
 Oklahoma City, OK 73112
 P: (800) 708-6423
 www.vistacomtx.com

Houston, TX
 9772 Whithorn Drive
 Houston, Texas 77095
 P: (800) 708-6423
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

105284-016	16-Channel Analog Card 16-Channel Analog Card, 16 Channel Licenses	1	\$4,000.00	\$4,000.00	\$3,480.00	\$3,480.00
109033-007	Quick Install Kit (23 ft. Connector Cable & Punch) Quick Install Kit (23 ft. Connector Cable & Punch Block)	1	\$300.00	\$300.00	\$261.00	\$261.00
105183T-024	24-Channel T1/PRI Passive Tap Card, 24 Channel Lic 24-Channel T1/PRI Passive Tap Card, 24 Channel Licenses	1	\$9,210.00	\$9,210.00	\$8,013.00	\$8,013.00
109033-007	Quick Install Kit (23 ft. Connector Cable & Punch) Quick Install Kit (23 ft. Connector Cable & Punch Block)	1	\$300.00	\$300.00	\$261.00	\$261.00
271070	Screen Recording System License w/ 5 PC Licenses Screen Recording System License w/ 5 PC Licenses for capturing 9-1-1 texting	1	\$2,500.00	\$2,500.00	\$2,175.00	\$2,175.00
			Subtotals:	\$27,045.00		\$22,723.00

Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof. Services - Onboarding	Professional Service Installation and Onboarding Professional Service Onboarding and First Year Support Of Recording Solution. Includes project management, site preinstall guidance, racking, cabling, testing, administrative training and first year support for warranty, parts, services.	1	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Prof. Servc Training Site	Professional Services On Site Training Professional Services Training for recording solution including software use, administrative training, materials, and online support program for up to 10 individuals.	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Vista Com Discount	Customer Discount Customer Discount	1	(\$1,100.00)	(\$1,100.00)	(\$1,100.00)	(\$1,100.00)
			Subtotals:	\$3,300.00		\$3,300.00



Oklahoma City, OK
 1001 Perimeter Center Drive, Suite 140
 Oklahoma City, OK 73112
 P: (800) 708-6423
 www.vistacomtx.com

Houston, TX
 9772 Whithorn Drive
 Houston, Texas 77095
 P: (800) 708-6423
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Quote Summary		Amount
Proposed Solution		\$22,723.00
Services		\$3,300.00
Total		\$26,023.00

Payment Terms	No. of Payments		Amount
Net 30	0	None	\$26,023.00

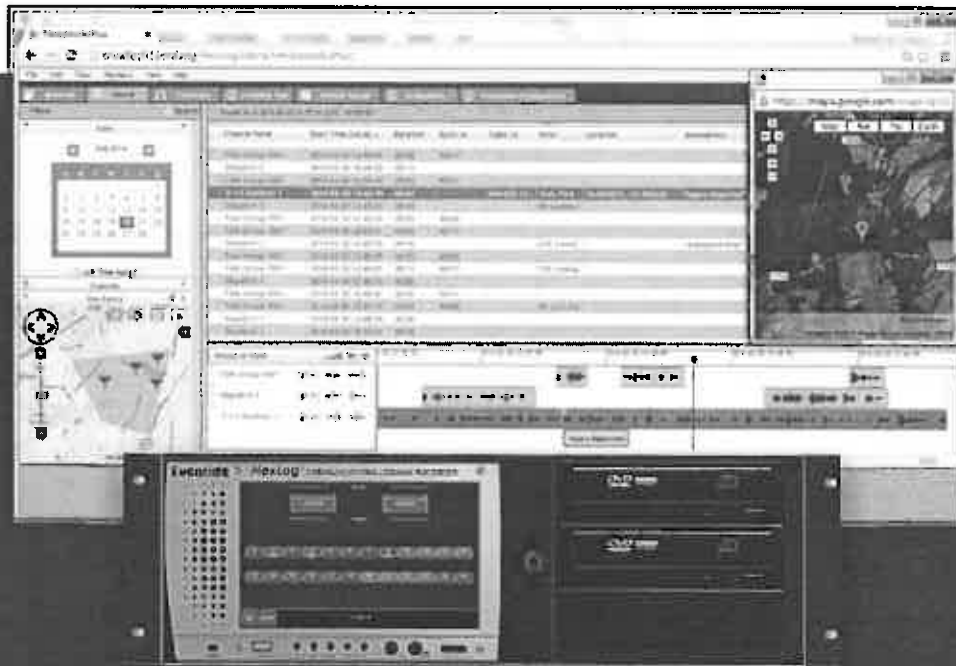
Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

 Signature

 Date

Eventide® NexLog™

*Next Generation
Communications Logging Recorders*



Mission-Critical Call Recording Solutions

**NG 9-1-1 • P25 • LMR • IP Dispatch • VoIP • ATC
Incident Reconstruction • Instant Recall • QA
Screen Capture • SIP • Digital • Analog • T1/E1**

Eventide[®] NexLog[™] Next Generation Communications Logging Recorders

Eventide NexLog IP-based communications logging systems help you securely document and retrieve incidents, comply with regulations, and improve your facility's operations by reliably capturing, storing, protecting, and managing important interactions and critical data.

The NexLog suite of products includes:

- **NexLog Communications Logging Recorders:** Linux-hardened platforms with multiple levels of redundancy.
- **MediaWorks PLUS Software:** Browser-based replay, instant recall and incident reconstruction software that helps you find and export recordings faster than ever before.
- **Quality Factor Software:** Agent evaluation and reporting for performance scoring and identifying training needs.
- **Screen Recording:** Captures desktop PC activity, including multimedia interactions. Screen recording helps supervisors evaluate agents' skills and performance with important call-handling & dispatch software applications.

Public safety, government, institutional and industrial customers at thousands of sites worldwide trust Eventide mission-critical logging systems to reliably record and protect their most important interactions and related data.

System Features

- High-reliability network-ready logging system with embedded Linux OS and SQL database
- Redundant disk drives and power supplies
- Multi-tier security, auto-expiring passwords
- Web-based configuration manager software
- Up to 2 million hours of on-line audio storage
- Next Generation 9-1-1 interaction recording
- P25, DMR, and NXDN digital radio recording
- Next Generation ATC (ED137B) recording
- VoIP, analog, digital and T1/E1/ISDN recording
- IP-dispatch console and RoIP recording
- Desktop PC multi-screen recording
- Quality Factor evaluation software
- 9-1-1 ANI/ALI and SMDR/CDR integrations
- DNIS and CLID capture from your switch
- Blu-ray and DVD-RAM archive options
- Archive to USB Flash or USB HDD
- Network archive to multiple/redundant NAS
- Central archive to another NexLog recorder
- Web-based incident replay tool, with export to CD, DVD, Blu-ray or email
- Live-monitoring of multiple channels
- Instant Recall desktop software options
- LCD touch screen option for incident replay, monitoring, control and configuration
- **Next Generation 9-1-1** recording and logging options, including the I3-conformant SIPrec method of interaction recording.



NexLog 740

Communications Logging Recorder

- 3U platform • Redundant power • Redundant HDDs
 - 8 - 96 Analog channels • 8 - 96 Digital PBX channels
 - 24 - 192 T1/PRI channels • 30 - 240 E1 channels
 - 8 - 240 VoIP channels • 8 - 240 SIPrec channels
 - 8 - 240 P25, DMR or NXDN digital radio channels
- (Shown with optional color LCD touch screen)

NexLog 840

Communications Logging Recorder

- 4U platform • Redundant power • Redundant HDDs
 - 8 - 240 Analog channels • 8-240 Digital PBX channels
 - 24 - 240 T1/PRI channels • 30 - 240 E1 channels
 - 8 - 240 VoIP channels • 8 - 240 SIPrec channels
 - 8 - 240 P25, DMR or NXDN digital radio channels
- (Shown with optional color LCD touch screen)



Web-based Incident Management & Replay

Eventide MediaWorks PLUS browser-based software provides you with a comprehensive set of easy-to-use tools for search, replay, instant recall, incident reconstruction, export and much more. MediaWorks PLUS software lets you securely access recordings from networked PCs using Chrome, Firefox or Internet Explorer.

Capabilities include:

- Multi-parameter search
- Geo-fence search
- Graphical time-line
- Variable-speed replay
- Waveform displays
- Text annotations
- Call notes
- Audio redaction
- Screen replay
- View location
- SMS-2-911 TTY replay
- TDD replay (45-baud)
- Call protection
- Live monitor
- Instant recall
- Talking time & date
- Burn to DVD or Blu-ray
- Export & email incidents



NexLog PC Screen Recording

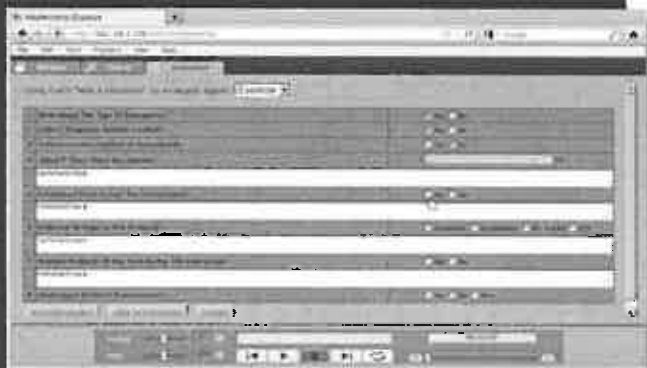
The screen recording option documents the important activities (including multi-media) that occur during incident handling, and allows supervisors to view software usage skills while evaluating agent quality.

Air Traffic Management Recording

NexLog systems are designed to meet the special needs of ATC and ATM centers, with interfaces available for Next Generation ED137b, 2-wire and 4-wire analog, T1/E1 and radar screen recording.

Call Evaluation & Reporting

Eventide's Quality Factor software option allows supervisors to efficiently evaluate call handling and dispatch activities for key attributes such as fact finding, control, empathy and accuracy.



Evaluation questions & forms can be quickly adapted as protocols change. Reports help supervisors measure quality trends over time.

System Resilience and Redundancy

NexLog communications loggers offer multiple levels of resilience, including redundant power supplies, redundant disk drives with choice of RAID level 1, 5, or 10, multiple archive redundancy choices, and geo-diverse network archiving.

NexLog loggers are available in fully-redundant pairs that provide parallel recording of mission-critical communications for 9-1-1, Dispatch, Air Traffic Control, and other applications.

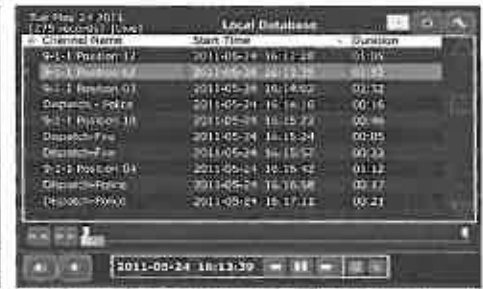


Color LCD Touch Screen Option

The available touch screen provides convenient control and audio replay at the front panel. You can view channel status, archives and alerts, live monitor channels, and configure the system. Playback functions include search, replay, protect, create an incident, export & burn to CD.



Info mode: Channels, Archives, Alerts, Live Monitor



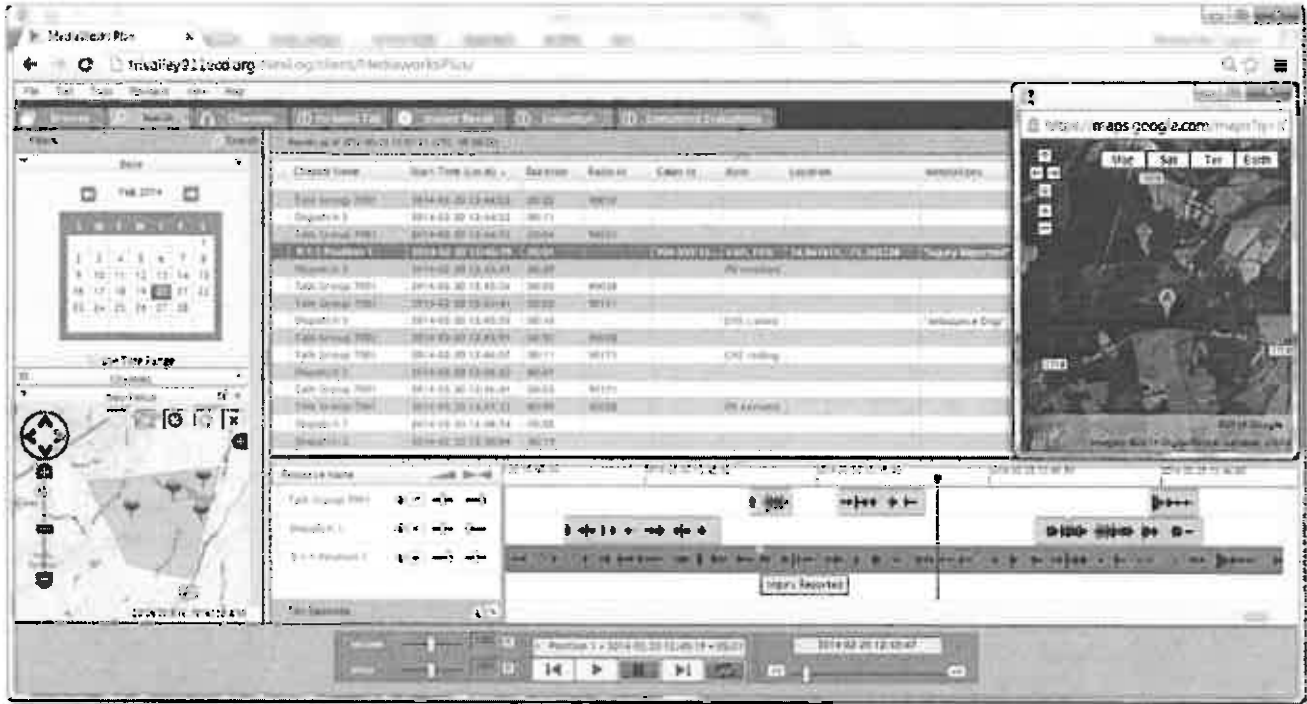
Replay mode: Search, Replay, Build Incidents, Export

Technical Specifications - NexLog Communications Logging Recorders

System platform	• Non-proprietary turnkey recording and logging appliance • Embedded Linux operating system • Relational SQL database	
Hardware base	• Industrial-grade Motherboard or System Host Board • Intel "Core2 Quad" CPU • 19" wide rack-mountable chassis	
Security	• Multiple user profiles control access down to the channel (or talk group) level and user role • Programmable password expiration	
Auditing of User Actions	• Users' access and actions are audited (date/time, user action, success/result, description)	
Local system control	• Control via optional 7" color LCD touch screen on front panel • Control via optional keyboard, display, and mouse	
Front panel audio controls	• Volume control • Headset jack • Line out (re-record) jack • Built-in amplified speaker	
Configuration utility	• Web-based NexLog Configuration Manager software for complete system management	
Compression (analog/digital)	• 13Kbs GSM (167,000 Hr/TB) • 16Kbs ADPCM (138,000 Hr/TB) • 32Kbs ADPCM (69,000 Hr/TB) • 64Kbs PCM (34,000 Hr/TB)	
Audio characteristics	• Frequency response: 200 Hz to 3400 Hz • Signal/Noise: >50dB • Crosstalk: -60dB • AGC: programmable	
Record activation	• VOX • Off-hook • Continuous • Scheduled • On-demand • Contact closure detection option • API-control option	
Playback and Monitoring	• Simultaneous record & playback capability • Live monitoring of individual channels or multiple channels	
Search Parameters	• Channel name • Channel number • Time • Date • Duration • Call direction • Dialed number • Caller ID number • Location • More	
Network	• Dual Ethernet 100/1000Mbps • Add-on NIC options • TCP/IP protocol • NIC bonding supported • VoIP SPAN via dedicated NIC	
Time synchronization	• Network time protocol (NTP) • RS-232 • Optional IRIG-B card	
Analog Interface	• 2-wire high-Z 10K ohm balanced (FCC 68 certified) • 4-wire mode • Hi-Z inputs record passively from 600 ohm balanced circuits • Beep tone • Tip/Ring DCV detection • DTMF, MF and CLI detection • MDC1200 decode option • 45 Baud TTY decode option	
Digital PBX telephone interface	• Passive recording for a wide range of digital PBX telephones by Alcatel, Avaya, Mitel, NEC, Nortel, Toshiba, Siemens, and more	
T1/E1/ISDN interfaces	• High-impedance passive recording options (T1, ISDN-PRI, E1, ISDN30, ISDN2 trunks) • Terminating card options (T1, E1)	
VoIP telephony recording interfaces	• Passive recording (via port mirroring) for a wide range of VoIP PBX telephones including Alcatel, Avaya, Cisco, Ericsson, Mitel, NEC, Nortel, Siemens, more • SIP trunk recording • Cisco Built-in-Bridge recording • G.711, G.722 are standard • G.729 optional	
IP Dispatch and Radio over IP recording interfaces	• Recording of unicast or multicast RTP audio and specialized SIP feeds from dispatch console and RoIP systems, including: • Zetron ACOM • Zetron MAX • Avtec Scout • Telex IP dispatch • Mindshare IP dispatch • MCC-7500 dispatch via AIS	
P25 radio system recording interfaces	• Motorola ASTRO 25 recording via licensed AIS interface • EF Johnson ATLAS 25 via privileged interface • Harris VIDA P25 system* • TAIT P25 via ISSI* (*planned - 2014)	
Additional LMR recording interfaces	• TAIT DMR Tier 3 (trunked) • TAIT MPT-IP • Icom IDAS (conventional) • Fyde MPT1327 metadata integration • Motorola MotoTRBO Connect-Plus via Avtec VP-Gate • Kenwood NexEdge via M4x interface • Call for TETRA and others	
9-1-1 and E9-1-1 recording interfaces	• CAMA trunk recording with MF-ANI detection • Position-based recording (analog or VoIP) • ANI/ALI CAD-Spill integration option • CDR integration option • T1 passive recording • SIP recording via SPAN port for pre-NG911 SIP trunk environments	
Next Generation 9-1-1 interfaces	• NG9-1-1 multimedia recording via i3-standard SIPREC method • NG9-1-1 data logging web service option	
Air Traffic Control interfaces	• Analog 2-wire • Analog 4-wire • ED137B-Part 4 VoIP recording interface • Screen recording for radar • Replay synch. options	
	NexLog 740 Recorder	NexLog 840 Recorder
PCI Card Slots	• 4 full-length PCI card slots • 1 short-length PCI slot	• 10 full-length PCI card slots
Channel capacities	• VoIP phones: 8 - 240 ch. • SIP trunks: 8 - 240 ch. • P25, DMR, NXDN radio: 8-240 ch. • IP dispatch: 8 - 240 ch. • NG9-1-1 SIPREC: 8 - 240 ch. • Analog 2-wire: 8 - 96 ch. • Digital 2-wire: 8 - 96 ch. • ISDN-BRI: 4 - 48 trunks • T1/ PRI: 24 -192 ch. • E1/ISDN: 30-240 ch. • Mitel Superset, ROLM, or Digital 4-wire: 4 - 48 ch.	• VoIP phones: 8 - 240 ch. • SIP trunks: 8 - 240 ch. • P25, DMR, NXDN radio: 8-240 ch • IP dispatch: 8 - 240 ch. • NG9-1-1 SIPREC: 8 - 240 ch. • Analog 2-wire: 8 - 240 ch. • Digital 2-wire: 8 - 240 ch. • ISDN-BRI: 4 - 120 trunks • T1/ PRI: 24 -240 ch. • E1/ISDN: 30-240 ch. • Mitel Superset, ROLM, or Digital 4-wire: 4 - 120 ch.
Disk drive array options	• 1 TB RAID-1 [2 x 1TB HDD] • 2 TB RAID-1 [2 x 2TB HDD] • 4 TB RAID-1 [2 x 4TB HDD] • 3 TB RAID-5 [4 x 1TB HDD] • 6 TB RAID-5 [4 x 2TB HDD] • 12 TB RAID-5 [4 x 4TB HDD] • 2 TB RAID-10 [4 x 1TB HDD] • 4 TB RAID-10 [4 x 2TB HDD] • 8 TB RAID-10 [4 x 4TB HDD] • SAN and SSD options - call	• 1 TB RAID-1 [2 x 1TB HDD] • 2 TB RAID-1 [2 x 2TB HDD] • 4 TB RAID-1 [2 x 4TB HDD] • 3 TB RAID-5 [4 x 1TB HDD] • 6 TB RAID-5 [4 x 2TB HDD] • 12 TB RAID-5 [4 x 4TB HDD] • 2 TB RAID-10 [4 x 1TB HDD] • 4 TB RAID-10 [4 x 2TB HDD] • 8 TB RAID-10 [4 x 4TB HDD] • SAN and SSD options - call
Archive options	• NAS archive • Central archive • Single or dual Blu-ray • Single or dual DVD-RAM • USB Flash • USB HDD • Removable 500 GB HDD • Removable 1 TB HDD	• NAS archive • Central archive • Single or dual Blu-ray • Single or dual DVD-RAM • USB Flash • USB HDD • Removable 500 GB HDD • Removable 1 TB HDD
Power supplies	• Dual hot-swap supplies • 100-240 VAC, 50/60Hz • 350 W	• Dual hot-swap supplies • 100-240 VAC, 50/60Hz • 400 W
Form factor, Physical	• 3U, rack-mountable • 50 to 80 pounds (23 to 34 kg) • 5.25"H [134mm] x 19"W [482mm] x 24"D [610mm]	• 4U, rack-mountable • 65 to 95 pounds (30 to 43.2 kg) • 7"H [178mm] x 19"W [482mm] x 26"D [661mm]
Environmental requirements	• Temperature (operating): +5C (41F) to 40C (104F) • Humidity (operating): 10-80%RH, non-condensing	

© 2014 Eventide Inc. Specifications and features subject to change without notice. Some features listed are extra-cost options. Check with Eventide for hybrid (mixed-type) channel capacities, and for pre-sales review of digital telephone, LMR, VoIP telephone, and VoIP codec compatibility.

Eventide MediaWorks PLUS™ software for NexLog recorders provides you with a comprehensive set of easy-to-use tools for search, replay, instant recall, incident reconstruction, export and much more.



SECURE BROWSER-BASED ACCESS

Securely access assigned resources via networked PCs using Chrome, Firefox or Internet Explorer.

MULTI-PARAMETER SEARCH

Finding recordings is quick and easy. Search by date/time, channel, resource and any metadata.

GEO-FENCE SEARCH

Search via map for recordings that are tagged with latitude/longitude (such as wireless E911 calls).**

MULTI-CHANNEL GRAPHICAL TIME-LINE

Quickly view the timing of recordings across any number of channels, and replay from the time-line.

FLEXIBLE PLAYBACK CAPABILITIES

Recordings may be replayed sequentially or mixed. Controls include pitch-corrected adjustable speed, loop, skip forward/back, playback AGC and more.

WAVEFORM DISPLAYS

You can visually determine the locations of audio content and silence within important recordings.



TEXT ANNOTATIONS

Multiple text annotations can be quickly added to recordings along the time-line, documenting the timing of important actions and events.



METADATA DISPLAY ON THE CALL-VIEW GRID

Easily customize which metadata fields are presented on the call-view grid. Recordings may be sorted (ascending or descending) using any of the displayed metadata columns.

CALL NOTES

You can quickly create a note that summarizes the important events within each recording.

Start Time (Local)	Duration	Note
2014-02-21 00:58:17	00:13	Dispatch of Fire Crew to Runway 31
2014-02-21 00:58:47	00:14	Activated Mutual Aid Request

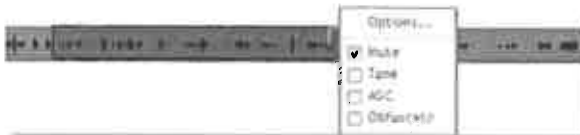
INCIDENT TABS

Incident-related recordings can be easily grouped together onto dedicated Incident Tabs. Incidents may be named, saved and recalled at a later date.



REDACTION

The built-in audio redaction tool empowers you to protect private information prior to export.



REPLAY OF PC SCREEN RECORDINGS

Use screen replay* to review multimedia interactions, and to help evaluate staff performance.

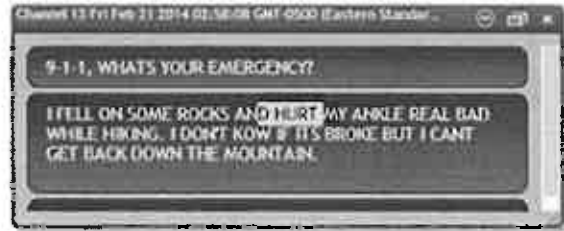
VIEW CALL LOCATIONS ON A MAP

For recordings tagged with latitude/longitude, you can view the caller's reported location on a map.**



TEXT MESSAGE REPLAY

Recorded text interactions* can be viewed and replayed (for TDD and SMS-to-911 via 45 Baud analog TTY; also for i3-standard NG911 MMS).

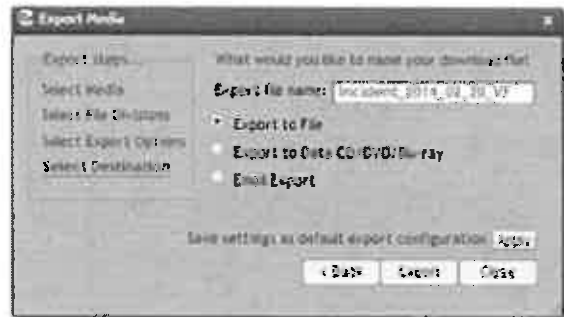


TALKING DATE & TIME

Spoken date & time can be enabled during replay, and may be incorporated within exported media.

FLEXIBLE EXPORT AND EMAIL

The menu-driven export tool lets you quickly make copies of complete incidents or individual calls. Send via email or export to USB, CD, DVD or Blu-ray.



INSTANT RECALL

The multi-channel Instant Recall tab helps call takers and dispatchers improve their accuracy and performance by quickly confirming what was said.

LIVE MONITORING

Multi-channel live monitoring allows you to conveniently listen to calls as they are occurring.

Channel Name	Channel	Live Activity	Channel Status
9-1-1 Position 3	1	▶	Recording
Dispatch South	2	▶	Recording
ETS Task Group	3	▶	Idle

EVALUATE CALLS WITH QUALITY FACTOR

You can evaluate interactions via Eventide Quality Factor software*, which appears on a separate tab.

Mr. Kevin Frenzel
Manager, CEPRA Program
Texas General Land Office
Coastal Resiliency and Recovery
P.O. Box 12873-2873
Austin, TX 78711-2873

Mr. Frenzel:

I would like to offer my endorsement to the Treasure Island MUD CEPRA Cycle 9 proposal for the Shoreline Protection Project. This project is a great step forward towards creating a resilient public coastal infrastructure in Brazoria County. As you know, Brazoria County initiated the Brazoria County Beach Erosion Task Force. A main goal of the Task Force has been to implement a comprehensive plan for erosion response in the County, and they are actively pursuing this goal.

Treasure Island's proposed project has been coordinated with the Task Force and all believe it would be a great step forward for the County if this project could be constructed. The Project could reduce storm damage costs for the state, federal, and local governments; protecting the existing dunes; and avoid damages to public infrastructure such as roads and water treatment facilities.

I appreciate your consideration of the CEPRA Cycle 9 Proposal for Treasure Island.

Sincerely,