

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, NOVEMBER 16, 2015, 6:00 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS
AGENDA

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Attending citizens and their business.
5. Consideration of approving November 2nd, 12th, 2015 Council Minutes. Pg. 875-881
6. Consideration of approving Resolution No. 2015- 2486, nominating, constituting and appointing a qualified person to the vacant Ward A position on the City Council of the city. Pg. 882-883
7. Administer Oath of Office to Johnathan Sublet to fill the vacant position on unexpired term of Ward A. Pg. 884
8. Consideration of approving a 380 agreement for Victor Juarez, 263 Cr. 840 Angleton, Texas, for housing development on 1620 North Avenue O, Freeport, Texas. Pg. 885-897
9. Consideration of approving Ordinance No. 2015-2099 enacting and adopting a Supplement S-19 to the Code of Ordinances of the City of Freeport. Pg. 899-900
10. Consideration of approving Resolution No. 2015-2487 granting a corrected tax abatement to Jasen and Julia Gast and authorizing the Mayor and City Secretary to execute and attest a Correted Tax Abatement agreement. Pg. 901-911

Work Session:

- A. Forum on agricultural issues by Russell Kujawa Brazosport High School teacher.

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, October 30, 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 City Council and the Planning & Traffic Commission, of the City of Freeport met on Monday, November 2, 2015 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

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

Planning Commission: Edward T. Garcia
Cindy Cain
Royce McCoy
Lesa Girouard
Eddie Virgil

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Attorney
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Dan Pennington, Police Chief
Bob Welch, Finance Director
Jennifer Hawkins, EDC

Visitors: Scott Bounds Brian Bagley
Beatriz Gonzalez Denise Harper
Bobby Bass Annette Sanford
Eric Hayes Lila Diehl
Troy Brimage Jerry Masters
Roddy Mohler Manny Rollerson
Jim Pirrung Jay Garcia
Richard Rangel Sam Reyna
Lila Lloyd Melanie Oldham
Jerry Meeks Raul Ramirez
Moby Burr ridge Evelyn Burr ridge
Ricardo Loeza Julie Swain
Steven Voss Angie Williams
Edmeryl Williams Jerry Cain
Bobby Bass

Call to order.

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

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Moreno Garcia led the Pledge of Allegiance.

Attending citizens and their business.

Manny Rollerson questioned Council on who is representing him and the east side of town. The properties are being sold to the Port and that his grandson who is mentally challenged has not been in school in 2 years due to a BISD teacher slapping him.

Consideration of approving October 19, 2015 Council Minutes.

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

Joint Public Hearing: The City Council of the City of Freeport, and the Planning Commission of said City will conduct a Joint Public Hearing to consider proposed amendment to the Comprehensive Zoning Ordinance of said City, codified as Chapter 155 of the Code of Ordinances of said City, amending said ordinances to include definitions of a public place and a non-regulated night club and a prohibitions of the use of any land in the City as such a club between 2:15 a.m. and 12:00 noon on Sunday and between 2:15 a.m. and 7:00 a.m. on other days and related provisions regarding the contents certificates of occupancy for such clubs, the rights of entry by the Building Official, any Building Inspector and any police officer, their rights and duties upon entering and the obligations of all occupants at that time.

There being a quorum with the Planning Commission and the City Council, Mayor Norma M. Garcia opened the Joint Public Hearing at 6:05 p.m. to consider proposed amendment to the Comprehensive Zoning Ordinance of said City, codified as Chapter 155 of the Code of Ordinances of said City, amending said ordinances to include definitions of a public place and a non-regulated night club and a prohibitions of the use of any land in the City as such a club between 2:15 a.m. and 12:00 noon on Sunday and between 2:15 a.m. and 7:00 a.m. on other days and related provisions regarding the contents certificates of occupancy for such clubs, the rights of entry by the Building Official, any Building Inspector and any police officer, their rights and duties upon entering and the obligations of all occupants at that time.

Mayor Norma M. Garcia asked for comments from audience and staff.

Chief Pennington updated Council with 22 incidents from 127 W. 2nd Street. Reports of gunshots fired, underage drinking, marijuana, trash outside the club, DWI, street sign ruined, assaults, public intoxication, large group of people gathering outside.

There being no more comments, Mayor Norma M. Garcia closed the Joint Public Hearing at 6:12 p.m. Mayor Garcia thanked the Planning Commission.

Consideration of approving Ordinance No.2015-2099 declaring the use of any land within the City as a Non-regulated Night Club, as defined in this ordinance, between 2:15 a.m. and 12:00 noon on Sunday between 2:15 a.m. and 7:00 a.m. on any other day to be a public nuisance to be abated as provided in this ordinance; amending section 10.05(B) and 155.002 of the Code of Ordinances of said City to provide definitions; amending 155.023 of said Code of Ordinances to add thereto a new definition (P) prohibiting the use of any land or building in the City as a Non-Regulated Night Club between 2:15 A.M. and 12:00 noon on Sunday and between 2:15 A.M. and 7:00 A.M. on any other day; amending section 155.023 of said code to add thereto new division (Q) requiring every certificate of occupancy issued for any premises which could be used as a Non-Regulated Night Club shall state that the Building Official, any building inspector or police officer of the City shall have the right of entry to such premises during the hours mentioned in Division (P) for the purpose of determining whether or not such premises is in fact being used as a Non Regulated Night Club during such hours and, if so to verbally notify the occupants of such premises to immediately cease such use and providing that the continued use of such premises by any occupant for such propose after receiving such notice shall constitute a violation of the zoning ordinance of the city; ratifying and confirming all actions previously taken by the Planning Commission of said City or the City Council or both.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Ordinance No.2015-2099 declaring the use of any land within the City as a Non-regulated Night Club, as defined in this ordinance, between 2:15 a.m. and 12:00 noon on Sunday between 2:15 a.m. and 7:00 a.m. on any other day to be a public nuisance to be abated as provided in this ordinance; amending section 10.05(B) and 155.002 of the Code of Ordinances of said City to provide definitions; amending 155.023 of said Code of Ordinances to add thereto a new definition (P) prohibiting the use of any land or building in the City as a Non-Regulated Night Club between 2:15 A.M. and 12:00 noon on Sunday and between 2:15 A.M. and 7:00 A.M. on any other day; amending section 155.023 of said code to add thereto new division (Q) requiring every certificate of occupancy issued for any premises which could be used as a Non-Regulated Night Club shall state that the Building Official, any building inspector or police officer of the City shall have the right of entry to such premises during the hours mentioned in Division (P) for the purpose of determining whether or not such premises is in fact being used as a Non Regulated Night Club during such hours and, if so to verbally notify the occupants of such premises to immediately cease such use and providing that the continued use of such premises by any occupant for such propose after receiving such notice shall constitute a violation of the zoning ordinance of the city; ratifying and confirming all actions previously taken by the Planning Commission of said City or the City Council or both.

Consideration of approving and authorizing the Mayor to sale an easement, containing 0.413 acres, BCIC 7, Tract 104, Abstract 51 as part of CenterPoint Energy's Oyster Creek Project, approved by the Public Utility Commission of Texas under Docket No.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved and authorized a sale by the Mayor of an easement, containing 0.413 acres, across BCIC 7, Tract 104, Abstract 51, of which the City owns 50%, as part of CenterPoint Energy's Oyster Creek Project, approved by the Public Utility Commission of Texas under Docket No. 41749, for \$1,686.50, which the City Council finds is the fair market value for 50% of such easement.

Consideration of approving Resolution No. 2015-2485 casting a vote(s) for candidate(s) for the Board of Directors of the Brazoria County Appraisal District 2016-2017.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved Bob Welch as a candidate for the Board of Directors of the Brazoria County Appraisal District 2016-2017.

Consideration of approving a residential tax abatement application for Efrain Rodriguez, 1935 North Ave. G., Freeport Texas.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved a residential tax abatement application for Efrain Rodriguez, 1935 North Ave. G, Freeport Texas.

Consideration of approving the Economic Development Corporation budget fiscal year 2015-2016.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved the Economic Development Corporation budget for fiscal year 2015-2016.

Consideration of approving purchasing Christmas lighting for the City of Freeport.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting 3 to 1, Council approved the purchase of Christmas lights , starting on Cherry Street and Second Street and toward Memorial Park, not to exceed \$138,000.00. Councilman Bolton opposed.

Consideration and possible action to declare a vacancy in City Council Position A pursuant to Section 3.02 of the City Charter.

On a motion by Councilwoman Barbree, seconded by Councilwoman Leoza, with all present voting "Aye", Council unanimously found that Councilman Larry L. McDonald was absent from 3 consecutive regularly scheduled meetings without a valid excuse and that he failed to attend at least 80% of the regularly scheduled meetings during the 2014-2015 fiscal year without a valid excuse and declared that a vacancy exists in City Council Position A.

Consideration of a approving and advertising for bids for waste collection services.

On a motion by Councilman Bolton, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved advertising for bids for waste collection services and

found that competitive sealed proposals is the method that will provide the best value for the City.

Norma M. Garcia closed the Formal Session and opened the Executive Session at 6:43 p.m.

Consideration of the approval of any action to be taken as a result of closed Executive Session.

No action taken.

Executive Session:

Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

- Larry L. McDonald, Councilman Member Position A

Open Session

Section 551.071, Government Code

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

- Pending contractual negotiation regarding Port Freeport

No action taken

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Mayor Norma M. Garcia adjourned at 6:46 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

City Secretary, Delia Munoz
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport met for a Special Called Meeting on November 12, 2015 at 6:00 p.m. at the Freeport Police Department, 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 Fred Bolton – Absent
Councilwoman Sandra Loeza
Councilwoman Sandra Barbree

Staff: Gilbert Arispe, Assistant City Manger
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Brian Davis, Fire Chief

Visitors: Roy Yates Jim Barnett
Edmeryl Williams Sandra Barnett
Angie Williams Jerry Masters
Johnathan Sublet Raymond Garivey
Sam Reyna Jerry Masters
Annette Sanford Danny Gilchrist
Jerry Masters

Call to order.

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

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Norma Moreno Garcia led the Pledge of Allegiance.

Attending citizens and their business.

There were none.

Consideration of approving the appointment of a qualified person to fill the vacant position on the City Council for Ward A for the unexpired term only.

On a motion by Councilwoman Sandra Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Johnathan Sublet to fill the vacant position of the City Council for Ward A for the unexpired term only.

Mayor Norma Moreno Garcia closed the Formal Session and opened the Executive Session at 6:03 p.m.

Executive Session:

Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

- Vacant Ward A Position

Mayor Norma Moreno Garcia closed the Executive Session and reconvened the Formal Session at 6:20 p.m. for a motion.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 6:20 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

Delia Munoz- City Secretary
City of Freeport, Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE VACANT WARD A POSITION ON THE CITY COUNCIL OF THE CITY; AND PROVIDING FOR THE MAKING OF THE AFFIDAVIT AND THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, Section 3.02 of the Home Rule Charter of the City (the Charter) of the City of Freeport, Texas (the City) provides, where any member of the City Council is absent from three (3) consecutive regularly scheduled meetings of the City Council without a valid excuse or fails to attend at least eighty (80%) percent of its regularly scheduled meetings during any fiscal year without a valid excuse, the Council must declare that a vacancy to exist and shall fill such vacancy as set forth in Section 3.06 of the Charter; and

WHEREAS, Section 3.06 of the Charter provides that, when a vacancy occurs on the City Council and the City Council had not filled any positions by appointment within the last twelve (12) months, the remaining members of the Council must, within ten (10) days, appoint a qualified person to fill the unexpired term of such vacancy; and

WHEREAS, at its regularly scheduled meeting held on November 2, 2015, the City Council found that Councilman Larry McDonald who, at the election held on the second Saturday in May, 2013, had been elected to a two (2) year term representing Ward #A. on the Council, had been absent from three (3) consecutive regularly scheduled meetings of the City Council without a valid excuse and had failed to attend at least eighty (80%) percent of its regularly scheduled meetings during the fiscal year 2014-2015 without a valid excuse and declared that a vacancy exists in the Ward #A. position on the Council; and,

WHEREAS, the person hereinafter appointed to fill such position has been a resident of Ward #A. for the preceding six (6) months and is, therefore, qualified to hold such vacant position on the City Council.

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

SECTION ONE (1): FINDING OF FACTS

The City Council finds that the facts stated in the preamble of this resolution are true.

SECTION TWO (2): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints Johnathan Sublet to fill the vacant position on the City Council of the City for Ward #A. for the remainder of the unexpired term of office of Larry McDonald, and until a successor for such person has been duly elected and qualifies.

SECTION TWO (2): AFFIDAVIT AND OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointee shall make the affidavit and take the Constitutional Oath of Office as required by law.

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

C:\Freeport.Msc\Appoint Ward A-Rsl

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____.

(Seal)

Signature of Person Administering Oath

Printed Name

Title

Form #2204



Norma Morano Garcia
Mayor

Open
Councilmember
Ward A

Fred Bolton
Councilmember
Mayor Pro Tem
Ward B

Sandra Loeza
Councilmember
Ward C

Sandra Barbree
Councilmember
Ward D

Jeff Pynes
Chief Executive Officer
City Manager

Gilbert Arispe
Assistant City Manager

AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

CITY OF FREEPORT

KNOW ALL MEN BY THESE PRESENTS:

This agreement (the "Agreement") is made and entered into by and between the City of Freeport, a Texas home rule municipal corporation created and located in Brazoria County, Texas (the "City"), and Mr. Victor Juarez (the "Company"), 263 CR 840 Angleton, Texas 77515.

WITNESSETH:

WHEREAS, it is the established policy of the City to adopt such reasonable measures from time to time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Freeport (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company owns or will own land within the City, address: 1620 North Avenue O Freeport, Texas 77541 hereafter known as ("the "Property"), and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the company proposes to construct a single family home at "the property", and as part of the process, (the "Improvements"), more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the taxable value of the Improvements to be added to the tax base will be an estimated value of \$130,000.00; and

WHEREAS, the annual economic benefit to the City upon the completion of construction of the entire project will provide an additional ad valorem taxes, an increase in City water and sewer revenues along with other sales and use tax revenues; and

WHEREAS, the construction of the improvements, new single family home in the City will make the City more attractive to business, commerce and industry in the City's competition for new private investment by existing businesses and relocation by new businesses and industry to the City; and



WHEREAS, the Company will create new jobs in the City at the Property in conjunction with the construction of the improvements at the Property and the Company will make reasonable efforts to promote to develop City employment within the project; and

WHEREAS, the City agrees to provide to the company the sum of \$ 4,600.00 in the form of a rebate of new revenue values created from the new housing improvements. The rebate will be reimbursed completely upon the completion of the project, issuance of a certificate of occupancy and the sale of the new single family home; and

WHEREAS, the Company has agreed, in exchange and as consideration for the herein listed rebate to satisfy and comply with all the terms, building plans and conditions herein listed; and

WHEREAS, this rebate expenditure is found by the City Council to be suitable for the expansion of the City and the creation and retention of primary jobs in the City through the provision of new single family homes to encourage relocation of industry and population to the City;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:

1. The Company covenants and agrees that it will commence construction on the improvements on the Property within a term of not more than 60 days from the effective date of the Agreement.
2. The Company must build the development as detailed and approved within the submitted plans in accordance with all building rules and regulations. The completed development must be complimented with an approved landscaping plan for the front house elevation and front yard by the Freeport Building Official.
3. The Company also covenants and agrees the total completion of the improvements will occur within 180 days from the effective date of this Agreement. Extensions of these deadlines, due to extenuating circumstances or uncontrollable delays may be granted by the City Manager up to six months. Any extensions beyond six months must be approved by the City Council of Freeport. Failure to complete the improvement during the term or any authorized extension(s) will nullify any rebate or assistance granted within this Agreement.
4. The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.



5. In consideration of the Company's representations, promises, and covenants, the City agrees to rebate to the Company the pre-negotiated fair market land value total sum of \$ 4,600.00. The City agrees to provide to the company the sum of \$ 4,600.00 in the form of a rebate of new revenue values created by the improvement. The City agrees to distribute the total pre-negotiated fair market value rebate upon the completion of the project, the issuance of a certificate of occupancy and the sale of the new single family home improvement; and
6. It is understood and agreed that either person responsible for a default of this Agreement shall reimburse the other party for any and all reasonable attorney's fees and cost incurred by the other party as a result of any default.
7. This Agreement shall inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for as long as this Agreement, or any extension thereof, remains in effect.
8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, with a return receipt requested.

If to City: City of Freeport
 Attn: City Manager
 200 West Second Street
 Freeport, Texas 77541

If to the Company: Mr. Victor Juarez
 263 CR 840
 Angleton, Texas 77515

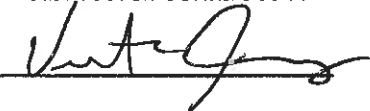
9. This Agreement shall be performable and enforceable in Brazoria County, Texas and shall be construed in accordance with the laws of the State of Texas.
10. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties.
11. The failure of any party to perform in any one or more instances of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.



12. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
13. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, or any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.


IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this ____ day of _____, 2015 (the "Effective Date")

Mr. Victor Juarez Construction

BY: 

NAME: Mr. Victor Juarez

TITLE: Developer

Attest: 

CITY OF FREEPORT, TEXAS

BY: _____

Name: Mayor Norma Moreno Garcia

TITLE: Mayor City of Freeport

Name: Jeff Pynes,

TITLE: City Manager of Freeport

BY: _____

Attest: _____



www.freeport.tx.us

P888



EXHIBIT A

Brazoria CAD

Property Search Results > 261883 JUAREZ VICTOR & EVETTE for Year 2016

Property

Account

Property ID: 261883 Legal Description: VELASCO (FREEPORT) BLK 777 LOT 3A (JUAREZ SD)
 Geographic ID: 8110-3837-000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: N AVE O Mapsco:
 FREEPORT, TX
 Neighborhood: VELASCO Map ID:
 Neighborhood CD: S8110

Owner

Name: JUAREZ VICTOR & EVETTE Owner ID: 1027573
 Mailing Address: 263 COUNTY ROAD 840 % Ownership: 100.000000000000%
 ANGLETON, TX 77515-7655
 Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: JUAREZ VICTOR & EVETTE
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimate:
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	
CFP	CITY OF FREEPORT	N/A	N/A	N/A	

DR2	VELASCO DRAINAGE DISTRICT	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A
JBR	BRAZOSPORT COLLEGE	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A
Total Tax Rate:		N/A		

Taxes w/Current Exemptions:

Taxes w/o Exemptions:

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.1440	6272.64	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$4,690	0	4,690	\$0	\$4,690
2014	\$0	\$4,690	0	4,690	\$0	\$4,690
2013	\$0	\$4,690	0	4,690	\$0	\$4,690
2012	\$0	\$4,690	0	4,690	\$0	\$4,690
2011	\$0	\$4,690	0	4,690	\$0	\$4,690
2010	\$0	\$4,690	0	4,690	\$0	\$4,690
2009	\$0	\$4,690	0	4,690	\$0	\$4,690
2008	\$0	\$4,060	0	4,060	\$0	\$4,060
2007	\$0	\$4,060	0	4,060	\$0	\$4,060
2006	\$0	\$4,060	0	4,060	\$0	\$4,060
2005	\$0	\$4,060	0	4,060	\$0	\$4,060
2004	\$0	\$2,810	0	2,810	\$0	\$2,810
2003	\$0	\$2,810	0	2,810	\$0	\$2,810
2002	\$0	\$2,810	0	2,810	\$0	\$2,810
2001	\$0	\$2,810	0	2,810	\$0	\$2,810

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/22/2009	WD	WARRANTY DEED	MATA INOCENTE J & CECILIA	JUAREZ VICTOR & EVETTE	09	005278	
2	9/7/2005	CD	CASH DEED	QUINONEZ IGNACIO P & FRANCISCA	MATA INOCENTE J & CECILIA	05	056238	0
3	3/30/1999	DM	MISCELLANEOUS DEED	NAVA ANGEL R & ELDON	QUINONEZ IGNACIO P & FRANCISCA	99	014343	0

Questions Please Call (979) 849-7792

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.10

Database last updated on: 10/21/2015 9:09 PM

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Brazoria CAD

Property Search Results > 654627 JUAREZ VICTOR & EVETTE for Year 2016

Property

Account

Property ID: 654627 Legal Description: VELASCO (FREEPORT) BLK 777 LOT 1A (JUAREZ SD)
 Geographic ID: 8110-3839-002 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: N AVE O Mapsco:
 FREEPORT, TX
 Neighborhood: VELASCO Map ID:
 Neighborhood CD: S8110

Owner

Name: JUAREZ VICTOR & EVETTE Owner ID: 1027573
 Mailing Address: 263 COUNTY ROAD 840 % Ownership: 100.0000000000%
 ANGLETON, TX 77515-7655
 Exemptions:

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: JUAREZ VICTOR & EVETTE
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimate:
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	
CFP	CITY OF FREEPORT	N/A	N/A	N/A	

DR2	VELASCO DRAINAGE DISTRICT	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A
JBR	BRAZOSPORT COLLEGE	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A
	Total Tax Rate:	N/A		

Taxes w/Current Exemptions:

Taxes w/o Exemptions:

Improvement / Building

No Improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.1490	6490.44	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$4,840	0	4,840	\$0	\$4,840

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/21/2014	WD	WARRANTY DEED	WRIGHT ROBERT L	JUAREZ VICTOR & EVETTE	14	045755	

Questions Please Call (979) 849-7792

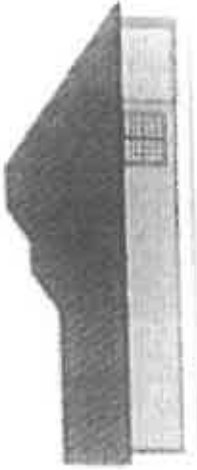
This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.10

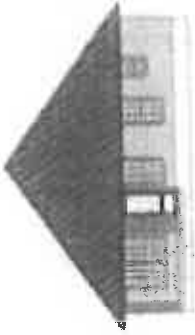
Database last updated on: 10/21/2015 9:09 PM

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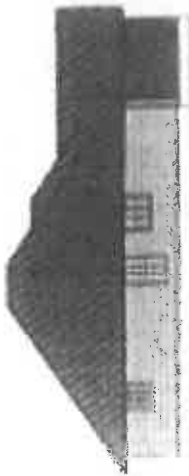
EXHIBIT B



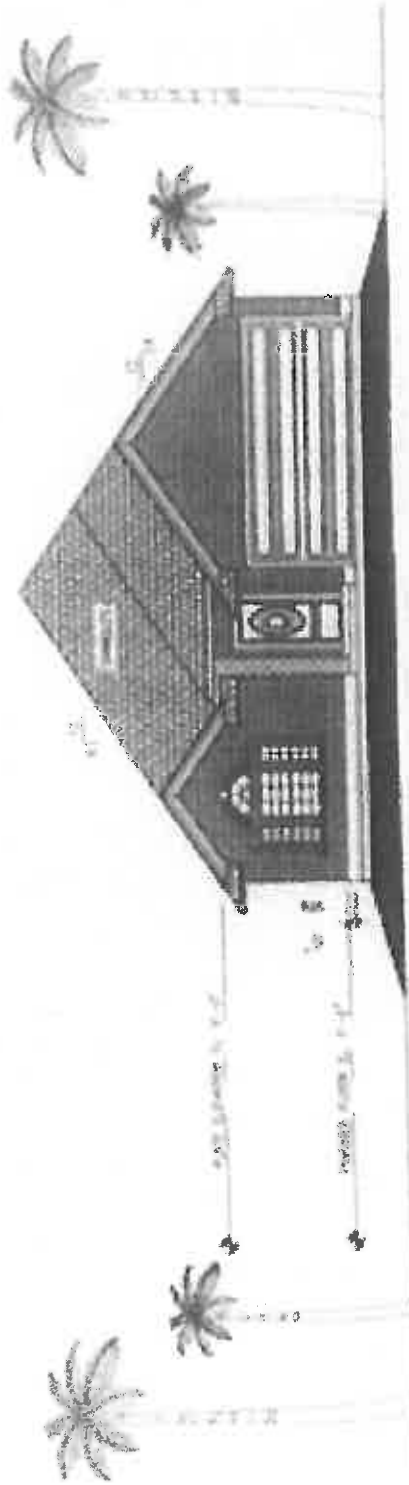
FRONT ELEVATION



REAR ELEVATION



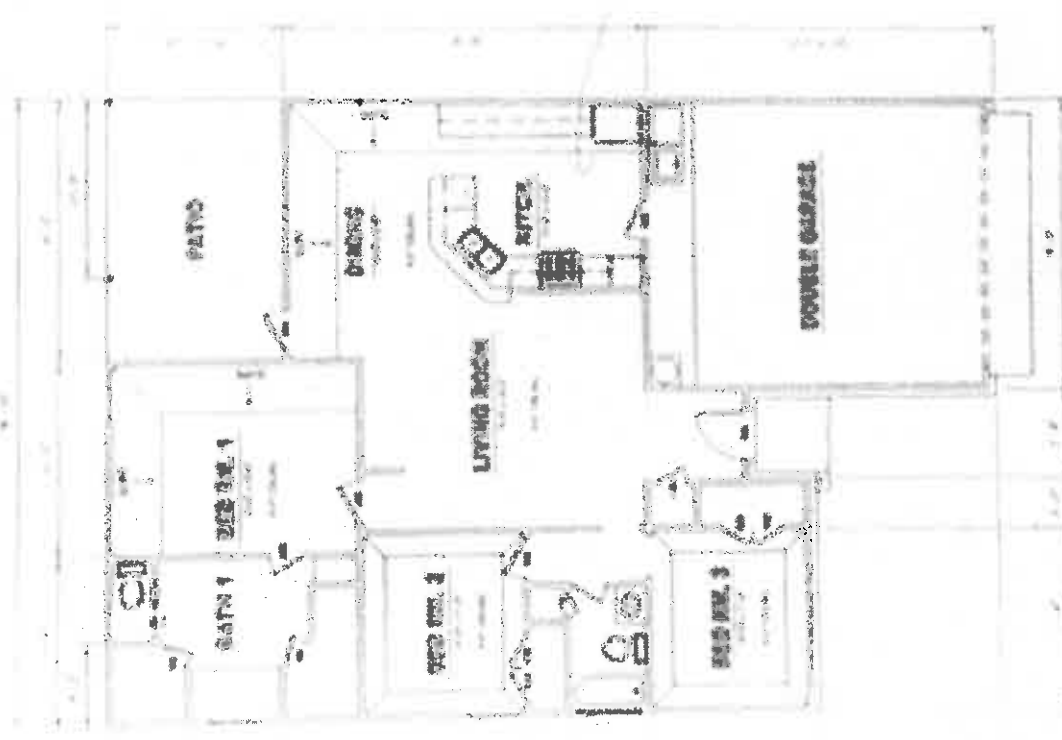
LEFT ELEVATION



FRONT VIEW

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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1630 N. Ave O - Victor Juarez (910) 202-3563



1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING REGULATIONS AND THE LOCAL AUTHORITY REQUIREMENTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SERVICES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL WASTE MATERIALS IN ACCORDANCE WITH LOCAL REGULATIONS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES FROM PREVIOUS EMPLOYERS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES FROM PREVIOUS EMPLOYERS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES FROM PREVIOUS EMPLOYERS.

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PLAN VIEW
 SCALE 1:50

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	CEMENT	100	kg	
2	SAND	200	m ³	
3	AGGREGATE	150	m ³	
4	BRICKS	10000	nos	
5	ROOFING SHEETS	50	m ²	
6	WALLING BRICKS	5000	nos	
7	CONCRETE	10	m ³	
8	STEEL	50	kg	
9	PAINT	100	liters	
10	GLASS	10	m ²	
11	DOORS	5	nos	
12	WINDOWS	10	nos	
13	ROOFING	100	m ²	
14	WALLING	500	m ²	
15	FLOORING	100	m ²	
16	CEILING	100	m ²	
17	PLASTER	100	m ²	
18	WATERPROOFING	100	m ²	
19	INSULATION	100	m ²	
20	MECHANICAL	100	m ²	
21	ELECTRICAL	100	m ²	
22	PLUMBING	100	m ²	
23	LANDSCAPING	100	m ²	
24	PAINTING	100	m ²	
25	GLASS	10	m ²	
26	DOORS	5	nos	
27	WINDOWS	10	nos	
28	ROOFING	100	m ²	
29	WALLING	500	m ²	
30	FLOORING	100	m ²	
31	CEILING	100	m ²	
32	PLASTER	100	m ²	
33	WATERPROOFING	100	m ²	
34	INSULATION	100	m ²	
35	MECHANICAL	100	m ²	
36	ELECTRICAL	100	m ²	
37	PLUMBING	100	m ²	
38	LANDSCAPING	100	m ²	
39	PAINTING	100	m ²	
40	GLASS	10	m ²	
41	DOORS	5	nos	
42	WINDOWS	10	nos	
43	ROOFING	100	m ²	
44	WALLING	500	m ²	
45	FLOORING	100	m ²	
46	CEILING	100	m ²	
47	PLASTER	100	m ²	
48	WATERPROOFING	100	m ²	
49	INSULATION	100	m ²	
50	MECHANICAL	100	m ²	
51	ELECTRICAL	100	m ²	
52	PLUMBING	100	m ²	
53	LANDSCAPING	100	m ²	
54	PAINTING	100	m ²	
55	GLASS	10	m ²	
56	DOORS	5	nos	
57	WINDOWS	10	nos	
58	ROOFING	100	m ²	
59	WALLING	500	m ²	
60	FLOORING	100	m ²	
61	CEILING	100	m ²	
62	PLASTER	100	m ²	
63	WATERPROOFING	100	m ²	
64	INSULATION	100	m ²	
65	MECHANICAL	100	m ²	
66	ELECTRICAL	100	m ²	
67	PLUMBING	100	m ²	
68	LANDSCAPING	100	m ²	
69	PAINTING	100	m ²	
70	GLASS	10	m ²	
71	DOORS	5	nos	
72	WINDOWS	10	nos	
73	ROOFING	100	m ²	
74	WALLING	500	m ²	
75	FLOORING	100	m ²	
76	CEILING	100	m ²	
77	PLASTER	100	m ²	
78	WATERPROOFING	100	m ²	
79	INSULATION	100	m ²	
80	MECHANICAL	100	m ²	
81	ELECTRICAL	100	m ²	
82	PLUMBING	100	m ²	
83	LANDSCAPING	100	m ²	
84	PAINTING	100	m ²	
85	GLASS	10	m ²	
86	DOORS	5	nos	
87	WINDOWS	10	nos	
88	ROOFING	100	m ²	
89	WALLING	500	m ²	
90	FLOORING	100	m ²	
91	CEILING	100	m ²	
92	PLASTER	100	m ²	
93	WATERPROOFING	100	m ²	
94	INSULATION	100	m ²	
95	MECHANICAL	100	m ²	
96	ELECTRICAL	100	m ²	
97	PLUMBING	100	m ²	
98	LANDSCAPING	100	m ²	
99	PAINTING	100	m ²	
100	GLASS	10	m ²	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCE OF THE CITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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, pursuant to the provisions of Chapter 53 of the Local Government Code, the City Council of the City by its Ordinance No. 1806, read, passed and adopted on the 9th day of September, 1996, adopted a Code of Ordinance for the City prepared by American Legal Publishing Corporation of Cincinnati, Ohio ("ALP"); and,

Whereas, supplements S-1, S-2, S-3, S-4, S-5, S-6, S-7, S-8, S-9, S-10, S-11, S-12, S-13, S-14, S-15, S-16, S-17 and S-18 to said Code of Ordinances prepared by ALP have heretofore been adopted by Ordinance Numbers 1817, 1813, 1853, 1888, 2001-1931, 2002-1998, 2003-2024, 2005-2104, 2006-2136, 2007-2175, 2008-2211-B, 209-2225, 2010-2258, 2011-2290, 2012-2028, 2013-2055 and 2014-2070 of the City, respectively; and,

WHEREAS, ALP has completed supplement S-19 to said Code of Ordinance containing all ordinances of a general and permanent nature enacted since the adoption of Supplement S-18 and has recommended its adoption by the enactment of this ordinance.

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

First, Supplement S-19 to the Code of Ordinances of the City of Freeport, Texas, as submitted by ALP, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Second, such supplement shall be deemed published as of the day of its adoption and approval by the City Council and the City Secretary is hereby authorized and directed to insert such supplement into the copy of such Code of Ordinances kept on file in the City Secretary's office.

Third, 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.Ord\CodUpDte-S19-Ord

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; GRANTING A TAX ABATEMENT TO JASEN AND JULIA GAST PURSUANT TO THE TERMS AND CONDITIONS OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, A CORRECTED TAX ABATEMENT AGREEMENT WITH THE SAID JASEN AND JULIA GAST; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS THEREOF.

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

WHEREAS, Sections 51.072 and 54.004 of the Local Government Code, Subchapter B of Chapter 312 of the Property Tax Code and Sections 2.01, 2.02 and 9.18 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, heretofore on the 21st day of January, 2014, the City Council of the City adopted Resolution No. 2014-2430 wherein it authorized the Mayor to execute and the City Secretary to attest a Tax Abatement Agreement with the owners of the hereinafter described property but subsequently it was discovered that factual errors were made in such agreement which should be corrected; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and the economic development 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 (hereinafter sometimes "the City") makes the following findings of fact:

(1) That on August 5, 2013, by its Resolution No.2013-2411, the City Council, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, established a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the City, which was continued by the adoption of Resolution 2015-2483 on October 5, 2015.

(2) That on November 11, 2013, pursuant to such guidelines and criteria, JASEN and JULIA GAST (hereinafter sometimes "the Owners") filed a written application requesting a tax abatement for the following land owned by the Owners, to-wit: Lots 64 & 65, BRIDGE HARBOR SUBDIVISION, a subdivision in the Brazos Coast Investment Company Subdivision, Division 8, F.J. Calvit Survey, Abstract 51, Brazoria County, Texas, known locally as 65 Marlin Drive, Freeport, TX 77541.

(3) That the land for which the Owners seek a tax abatement is within the corporate limits of the City and in a reinvestment zone designated as such by Ordinance No.2014-2058.

(4) That more than seven (7) days prior to the adoption of this resolution written notice of the date and time of a public hearing to consider such application and of the intent of the City Council of the City to enter into a proposed tax abatement agreement and a copy thereof was sent to the presiding officer of all other taxing units having jurisdiction over such property.

(5) That notice of such hearing was also published in a newspaper having general circulation within the City was also published more than seven (7) days prior to the date of such hearing.

(6) That after conducting such hearing, the City Council finds that the granting of such tax abatement and entering into such agreement will allow the construction of a new secondary personal residence which will add value to the tax roll of the City.

Second, the tax abatement requested by the above mentioned application is hereby granted pursuant to the terms and conditions of a Corrected Tax Abatement Agreement which the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, with the Owners.

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

Fourth, 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.Abt\Gast-J&J-TxAbtAgmt-Rsl-Cor

CORRECTED TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city (the "City"), and JASEN and JULIA GAST, (the "Owner", whether one or more), individuals residing at 12131 Pebblebrook Drive, Houston, Harris County, TX 77024, and who are the owners of the real property located within the Zone (as defined below).

W I T N E S S E T H:

WHEREAS, the construction of new/modernization of existing residences within the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to construct a dwelling costing in excess of \$5,000.00 to be used for the Owner's secondary personal residence; and

WHEREAS, the Owner filed a written request for tax abatement, dated as of November 11, 2013, in accordance with the City's Resolution No. 2013-2411 adopted August 5, 2013, ("Resolution I") and Resolution No. 2015-2483 adopted October 5, 2015, ("Resolution II") both of which continue the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, it is reasonably likely that this Agreement will be of benefit to property within and adjacent to the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council has determined that the Improvements are practical and are of benefit to the land within the Zone and to the City; and

WHEREAS, City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Owner has represented that the facility will be designed and constructed to meet all applicable federal, state, and local regulations concerning environmental degradation of hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated in accordance with applicable environmental standards, will not constitute a hazard to public health, safety, or morals; and

WHEREAS, the City Council finds that the terms of this Agreement meet the applicable requirements of the Resolution and the Texas Tax Code; and,

WHEREAS, the City Council finds that the Tax Abatement Agreement previously entered into by the City and the Owner had dates that need to be corrected to conform to the Application.

NOW THEREFORE, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree as follows;

1. Definitions

The following terms shall have the meanings assigned below, unless otherwise defined or the context clearly requires otherwise.

"Abatement Period" means that period which commences on ends three (3) years thereafter.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

"City Manager" means the City Manager of the City.

"Effective Date of Abatement" means the January 1, 2015.

"Eligible Property" means the new residential structure which expands the local tax base as that term is defined in the Guidelines and Criteria for Tax Abatement in the City of Freeport attached to and adopted by the Resolution.

"Improvements" means the improvements to the property, more fully described in Section 5 below constituting the Project.

"Ordinance" means City of Freeport Ordinance Number 2014-2058, which created the Zone.

"Owner" means JASEN and JULIA GAST.

"Project" means the improvements to be constructed by the Owner on the Real Property as more fully described in Section 5(c)below.

"Property" means the real property to be improved, as more fully described in Section 3(a) below.

"Resolution" means City of Freeport Resolution 2013-2411 adopted August 5, 2013, establishing the property tax abatement program for the City in designated reinvestment zones, for which abatement is being granted, continued by and Resolution 2015-2483 adopted October 5, 2015.

"Tax Code" means the Texas Property Tax Code, as amended.

"Zone" means the J & J GAST Reinvestment Zone, which is more particularly described in the Ordinance.

2. Authorization

This Agreement is authorized by Resolution which established the property tax abatement program for properties in designated reinvestment zones and by the Ordinance.

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement is 65 Marlin Drive, Freeport, TX 77541. The legal description is Lots 64 & 65, BRIDGE HARBOR SUB., a subdivision in the Brazos Coast Investment Company Subdivision, Division 8, F.J. Calvit Survey, Abstract 51, Brazoria County, Texas

(b) The BCAD tax number of the Property are Property ID: 192210 & 193311 Graphic ID: 21190-0065-000 and 2190-0066-000

4. Representations and Warranties by the Owner

(a) The Owner represents and warrants (1) the Owner owns the Property and that the Property is located within the boundaries of the Zone; (2) the Owner is authorized to execute this Agreement and to complete the Improvements described in Section 5 hereof and in the project description marked Exhibit "B" and attached hereto; (3) that as of January 1, 2014, the Property had an approximate appraised value of \$141,650.00; (4) the construction of the Improvements described in Exhibit "A" began before January 1, 2014, and that construction of the Improvements were completed as of the effective date of this Agreement; (5) the construction of the Improvements shall be completed as described in Exhibit "A", all for the purpose of constructing the dwelling therein described; and (6) The total size of the Property is approximately 0.2710 acres.

(b) The Owner represents and warrants that the value of the Property will increase by at least \$300,000.00 upon completion of the Improvements.

(c) The Owner represents and warrants that the Improvements will not solely or primarily have the purpose of transferring employment from one part of the City to another.

(d) The Owner represents and warrants that it will construct and operate the Project described in Exhibit "A" attached hereto and incorporated

(e) The Owner represents and warrants that the Improvements will be designed, constructed, and operated in accordance with all applicable federal, state, and local environmental regulations, and that the construction and operation of the improvements will not cause environmental degradation or hazard to the Property or the environs of the City.

5. Terms of the Agreement

(a) The Owner shall make the Improvements substantially in conformity with the descriptions, plans and specifications as described in Exhibit "A".

(b) The Improvements shall be completed in accordance with the provisions of Exhibit "A" and the City's Building and other Standard Codes and shall conform to the City's Zoning Ordinance. In case of any conflict, the Building or Standard Code, or Zoning Ordinance as the case may be, shall prevail. In addition, the Owner shall comply with City's Subdivision Ordinance, if applicable.

(c) Upon completion of the Improvements, the Owner shall use the Property for the proposed use specified in this paragraph during the Abatement Period specified in Section 6 hereof. However, the City Council may approve a change from the proposed use in writing, if the City Council determines that the change is consistent with the guidelines adopted by the Resolution and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Section 6 hereof. The proposed use of the Property (unless and until the City Council approves a change in use) is for a private dwelling, pursuant to and to the extent described in Exhibit "A" attached hereto and incorporated herein.

(d) The Owner shall allow the City's employees access to the Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed and are being maintained in accordance with the terms of this Agreement. All inspections twenty-four (24) hours in advance thereof, and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Project. All inspections will be made with one (1) or more representatives of the Owner and in accordance with the owner's safety and security standards, but this shall not act as a limitation on the City's ability to perform any inspection or enter the affected property pursuant to the Code of Ordinances, the Building or other Codes.

(e) The Owner shall maintain the Improvements in good repair and condition during the Abatement Period specified in Section 6 hereof.

(f) The Owner shall provide the City's employees access to all records requested and necessary for Any such audit shall be made only after giving the unreasonably interfere with the operation of the Project.

(g) The Owner shall not assign this Agreement without the written approval of the City Council. In addition, any such assignment must be approved by City Council.

6. Tax Abatement

(a) Abatement on the Improvements specifically listed of new "eligible property" constructed or added after January 1, 2015, subject to the limitation stated in subsection 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible improvements subject to the abatement shall be 100% of the value of such improvements being abated the first year, 75% of such value the second year and 50% of such value the third year. If the construction period extends beyond three (3) years from the Effective Date of Abatement, the Improvements shall be considered completed for purposes of abatement and, in no case, shall the Abatement Period exceed three (3) years from the Effective Date of Abatement.

(b) From the Effective Date of Abatement to the end of the Abatement Period, taxes shall be payable as follows:

1. The value of (i) the property on which the project is located without regard to any improvements thereon and (ii) any tangible personal property not attached to the land And for which an abatement has not been specifically granted shall be fully taxable;

2. The base year value of any improvements on the property which are not eligible improvements shall be fully taxable;

3. The additional value of the eligible improvements constructed after January 1, 2014, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

(c) The City shall enter into only one tax abatement agreement for the Project described in Exhibit "A" of this Agreement during the existence of the J & J Gast Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility for the purpose specified in Section 5(c)above is discontinued, for any reason excepting fire, explosion, other casualty or accident, or natural disaster, continuously for a period in excess of twelve (12) month during the Abatement Period. The Owner shall not be entitled to the abatement of taxes for that twelve month period during which the facility was not used and operated for such purpose. The taxes abated during that twelve month period shall become immediately due and payable, and shall be paid to the City within sixty (60) days from the date of termination of this Agreement.

(b) The Owner shall be in default hereof in the event

1. allows ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protect and/or contest; or

2. has made any material representation which is determined to be false or misleading in any respect; or

3. is in breach of any material warranty and fails to cure within 60 days from the date notice is provided thereof as described below (the "Cure Period"); or

4. violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period.

(c) Should the City Council determine that the Owner is in default according to the terms and conditions of this Agreement, the City Manager shall notify the Owner in writing at the address stated in this Agreement, and if such default is not cured during the Cure period, then this Agreement may be terminated as to all parties and all taxes previously abated by virtue of this Agreement, shall be recaptured, and paid by the Owner within sixty (60) days of the termination.

8. Administration

(a) For purposes of this Agreement, the value of the real and personal Property comprising the Zone, including the value of the Improvements listed in Exhibit "A" hereof, shall be the same as the value of the Improvements determined annually by the chief appraiser of BCAD. Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the chief appraiser of the BCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

(b) Upon the completion of construction of the Improvements, the City Manager shall annually evaluate each facility receiving abatement to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. Compliance with State and Local Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Owner to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. Merger

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

11. Notice

All notices shall be in writing and unless hand delivered, shall be sent by U.S. Mail certified, return receipt requested. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

To the Owner

12131 Peeblebrook Dr.
Houston, TX 77024

To the City

If mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

Each party may designate a different address by giving the other party written notice ten (10) days in advance of such designation.

12. Effective Date

If approved by the Mayor and City Council,
the Effective Date of this Agreement shall be the
Effective Date of Abatement as defined in Section 1 hereof.

This agreement has been executed by the parties in multiple
originals, each having full force and effect.

Jasen Gast, Owner

Julia Gast, Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM

Its City Attorney

C\Freeport.Abt\Gast-J&J-TxAbt-Agr-Cor