

NOTICE OF PUBLIC HEARING  
THE FREEPORT CITY COUNCIL  
MONDAY, APRIL 4, 2016, 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 March 21, & 24, 2016 Council Minutes. Pg. 206-214
6. **Proclamation:** designating the month of April 2016 as Fair Housing Month. Pg. 215-218
7. Consideration of approving the Planning Commission recommendation to erect stop signs on North Ave. D between Quintana and McNeil Street.
8. Consideration of approving the Planning Commission recommendation to erect stop signs on 8th Street and Magnolia, making it a 4 way stop sign intersection.
9. Consider, review and discuss a survey and appraisal of all that certain 0.741 acre of land; Front Street in selling such property to the only adjoining property owner. Pg. 219-236
10. Consideration of approving and closing the right of way on South Front Street and the ½ East Side of Block 1, Lots 7-12, Velasco Townsite. Pg. 237-238
11. Consideration of approving and releasing the City's interest in trust property on Block 2, Lot 40 & SE 2.98 ft of Lot 39, Riverside Terrace, known as 1901 North Ave. H, Tax Id. 7310-0062-000. Pg. 239-241
12. Consideration of approving and releasing the City's interest in trust property on Block 37, Lt 13, Velasco Townsite, known as 623 South Ave. H., Tax Id. 8110-0410-000. Pg. 242-244
13. Consideration of approving and releasing the City's interest in trust property on Block 8, Lot 3 & 4, Velasco Townsite, known as 106-108 South Ave. B, Tax Id 810-0090-000. Pg. 245-247

14. Consideration of approving and awarding a bid to Signal Electronics, authorizing the City Manager or his designee to negotiate a contract with the successful bidder and authorize the Mayor and City Secretary, respectively to execute and attest such contract to install license plate reader (LPR) equipment at four locations in the City of Freeport. The cost of this contract is \$290,019.05 of which 75% will be reimbursed by FEMA. Pg. 248-275
15. Consideration of approving Ordinance No. 2016-2112 prohibiting the use designated groundwater from beneath certain property located at and around 427 and 435 Commerce Street in Freeport Texas and supporting certification of a Municipal Setting Designation by the Texas Commission on environmental quality; providing a penalty clause, and providing an effective date. Pg. 276-282
16. Consideration of approving a 380 Agreement for Allside Investments, LLC -122 West Way Ste. 408, Lake Jackson, Texas for a housing development on Block 757, Lots 8-9 Velasco Townsite. Pg. 283-290
17. Consideration of approving a 380 Agreement for Allside Investments, LLC -122 West Way Ste. 408, Lake Jackson, Texas for a housing development on Block 757, Lots 10, 11, 12, Velasco Townsite. Pg. 291-298
18. Consideration of approving a 380 Agreement for RB Construction-, LLC, 114 Paintbrush , Lake Jackson for a housing development on Block 1, Lot 14, Windsor Terrace. Pg. 299-312
19. Consideration of approving a 380 Agreement for RB Construction-, LLC, 114 Paintbrush , Lake Jackson for a housing development on Block 3, Lot 15, Windsor Terrace. Pg. 313-326
20. Consideration of advertising and setting April 26, 2016 for bids on the Riverside Lift Station upgrade, a CDBG program project No. B-15-UC-48-0005. Pg. 327
21. Consideration of the approval of any action to be taken, as a result of closed Executive Session.

Executive Session:

Section 551.071, Government Code:

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

- Manning Rollerson
- Interlocal Agreement with Port Freeport
- Settlement Agreement between USOR Site PRP Group

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, April 1st, 2016 at or before 5:00 p.m.

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Delia Munoz - City Secretary  
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, March 21, 2016 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 Johnathan Sublet  
Councilman Fred Bolton  
Councilman Sandra Loeza  
Councilman Sandra Barbree

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

Visitors: Manning Rollerson                      Troy Brimage  
Sabrina Brimage                              Nicole Mireles  
Sam Reyna                                      Margaret McMahan  
Desiree Pearson                              Tom Pearson  
Jennifer Hawkins                              Kenny Kouches  
Larry Fansher                                  Jerry Meeks  
Ed Garcia                                        Royce McCoy

Call to order.

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

Invocation.

Councilman Johnathan Sublet offered the invocation.

Pledge of Allegiance.

Mayor Norma Moreno Garcia led the Pledge of Allegiance.

Attending citizens and their business.

Manning Rollerson inquired at the Brazoria County Appraisal District about the East End property taxes and expressed his disappointment in the taxing of the East End of town. Port Freeport steady buying property and felt that the City had no concern of the residents. He stated that that the City had dilapated building downtown and asked that it be addressed.

Consideration of approving February 16, 2016 Council Minutes.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved the February 16, 2016 Council Minutes.

Proclamation: Recognizing March 29<sup>th</sup> as "Vietnam Veterans Day".

Mayor Norma read the proclamation recognizing March 29<sup>th</sup> as Vietnam Veteran's Day.

Consideration of approving a residential tax abatement application for a new house for Patrick & Mary Bel Garza, # 2 South Ave. D., Freeport Texas and setting a Public Hearing date to consider designating the following described property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement : Block 5, Lot 1, 2 Velasco Townsite, a subdivision in the City of Freeport, Brazoria County, Texas according to the map or plat of said subdivision on file in the plat records of said county, known as # 2 South Ave. D.

On a motion by Councilman Bolton, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved setting April 18, 2016 for a Public Hearing date to consider designating the following described property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement : Block 5, Lot 1, 2 Velasco Townsite, a subdivision in the City of Freeport, Brazoria County, Texas according to the map or plat of said subdivision on file in the plat records of said county, known as # 2 South Ave. D.

Consideration of approving a residential tax abatement application for remodeling for Nicholas Sanchez, 1932 N. Ave. H, Freeport Texas and setting a Public Hearing date to consider designating the following described property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement : Block 5, Lot 16, Riverside Terrace, a subdivision in the City of Freeport, Brazoria County, Texas according to the map or plat of said subdivision on file in the plat records of said county, known as # 1932 N. Ave. H.

On a motion by Councilwoman Loeza, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved setting April 18, 2016 for a Public Hearing date to consider designating the following described property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner or owners thereof granting a tax abatement : Block 5, Lot 16, Riverside Terrace, a subdivision in

the City of Freeport, Brazoria County, Texas according to the map or plat of said subdivision on file in the plat records of said county, known as # 1932 N. Ave. H.

Consideration of approving Ordinance No. 2016-2107 amending Chapter 51 of the Code of Ordinance by adding sections to address the discharge of fats, oils, and grease into the sanitary sewer system.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Ordinance No. 2016-2107 amending Chapter 51 of the Code of Ordinance by adding sections to address the discharge of fats, oils, and grease into the sanitary sewer system.

Consideration of approving Ordinance No. 2016-2108 providing for collection of Scofflaw Fees pursuant to Texas Transportation Code Section 702.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved Ordinance No. 2016-2108 providing for collection of Scofflaw Fees pursuant to Texas Transportation Code Section 702.

Consideration of approving an Interlocal Agreement with Brazoria County to participate in the Scofflaw program.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved an Interlocal Agreement with Brazoria County to participate in the Scofflaw program.

Consideration of approving and awarding a bid for Mystery Harbor Lane and Front Street, authorizing the City Manager or his designee to negotiate a contract with the successful bidder and authorizing the Mayor and City Secretary, respectively, to execute and attest such contract.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved to award the bid to A-I Construction Services, 6108 Brittmoores, Houston, Texas for Mystery Harbor Lane and Front Street, authorizing the City Manager or his designee to negotiate a contract with the successful bidder and authorizing the Mayor and City Secretary, respectively, to execute and attest such contract.

Consideration of approving and modifying the Freeport Historical Museum Foundations, Bylaws.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved to modify the Freeport Historical Museum Foundation Bylaws.

Consideration of approving and releasing the City's interest in trust property on Block 809, Lot 15, 18-19, Velasco Townsite, known as 1805 and 1811-1813 North Ave. P. Tax Id. 8110-4177-000.

On a motion by Councilwoman Barbree to release the City's interest in trust property on Block 809, Lot 15, 18-19, Velasco Townsite, known as 1805 and 1811-1813 North Ave P., Tax Id 8110-4177-000, died for lack of motion.

Consideration of approving and releasing the City's interest in trust property on Block 715, Lot 24, Velasco Townsite, known as 1223 N. Ave. M., Tax Id. 8110-3076-000.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously rejected releasing the City's interest in trust property on Block 715, Lot 24, Velasco Townsite, known as 1223 N. Ave. M., Tax Id. 8110-3076-000.

Consideration of approving and releasing the City's interest in trust property on Block 36, Lot 9-10, 12 Velasco Townsite, known as 618-620, 624 S. Gulf Boulevard, (old Surfside Rd.) Tx Id. 8110- 0394-000.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously rejected releasing the City's interest in trust property on Block 36, Lot 9-10, 12 Velasco Townsite, known as 618-620, 624 S. Gulf Boulevard, (old Surfside Rd.) Tx Id. 8110- 0394-000.

Consideration of approving the purchase of police radio dispatch console desks, furniture, and flooring using a combination of city funds and awarded grant monies.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with all present voting "Aye", Council approved Mr. Pennington recommendation to purchase of police radio dispatch console desks, furniture, and flooring using a combination of city funds and awarded grant monies.

Consideration of approving a request from the Hispanic Chamber of Commerce to have a Cinco De Mayo Parade on Saturday, May 7, 2015 at 11:00 a.m., from the Freeport Museum to Baywood's parking lot. This will require closing East Park, from its intersection with 4<sup>th</sup> Street, to it intersection with 2<sup>nd</sup> Street, and closing of Second Street, from its intersection with East Park past its intersection with Brazosport Boulevard, to its end at the diversion channel of the Brazos River adjacent to Baywood's parking lot.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved a request from the Hispanic Chamber of Commerce to have a Cinco De Mayo Parade on Saturday, May 7, 2015 at 11:00 a.m., from the Freeport Museum to Baywood's parking lot. This will require closing East Park, from its intersection with 4<sup>th</sup> Street, to it intersection with 2<sup>nd</sup> Street, and closing of Second Street, from its intersection with East Park past its intersection with Brazosport Boulevard, to its end at the diversion channel of the Brazos River adjacent to Baywood's parking lot.

Consideration of approving Ordinance No. 2016-2109 amending Ordinance No. 2016-2103 of said city, which called the annual General Election for the City of Freeport for the second Saturday in May 2016, being May 7, 2016, at which the voters of said city residing in Wards A and C shall be permitted to vote for or against the candidates for positions A and C on the City Council of the City of Freeport; amending the provisions of said ordinance designating polling places for the day of said election and amending the provisions of said ordinance designating polling places for early voting.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Ordinance No. 2016-2109 amending Ordinance No. 2016-2103 of said city, which called the annual General Election for the City of Freeport for the second Saturday in May 2016, being May 7, 2016, at which the voters of said city residing in Wards A and C shall be permitted to vote for or against the candidates for positions A and C on the City Council of the City of Freeport; amending the provisions of said ordinance designating polling places for the day of said election and amending the provisions of said ordinance designating polling places for early voting.

Consideration of approving Ordinance No. 2016-2110 amending Ordinance No. 2016-2104, which called a Charter Amendment Election for said City on the question of adopting eight (8) amendments to the Home Rule Charter of said City; as amended by Ordinance No. 2016- 2106 to amend the provisions of said ordinance designating polling places for the day of said election and amending the provisions of said ordinance designating polling places for early voting.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved Ordinance No. 2016-2110 amending Ordinance No. 2016-2104, which called a Charter Amendment Election for said City on the question of adopting eight (8) amendments to the Home Rule Charter of said City; as amended by Ordinance No. 2016- 2106 to amend the provisions of said ordinance designating polling places for the day of said election and amending the provisions of said ordinance designating polling places for early voting.

Consideration of approving Ordinance No. 2016-2111 amending the budget for Fiscal Year 2015-2016.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved Ordinance No. 2016-2111 amending the budget for Fiscal Year 2015-2016.

Consideration of the approval of any action to be taken, including the adoption of Resolution No. 2016-2489, as a result of closed Executive Session.

No motion.

Mayor Norma M. Garcia closed the Formal Session and opened the Executive Session at 6:28 p.m.



Executive Session:

Section 551.071, Government Code:

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

- Planning Commission

Adjourn

Mayor Norma M. Garcia reconvened the Formal Session at 6:43 p.m.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 6:43 p.m.

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Mayor Norma Moreno Garcia  
City of Freeport, Texas

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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 an emergency meeting on Thursday, March 24, 2016 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 Johnathan Sublet  
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  
Nat Hickey, Property Manager  
Bob Welch, Finance Director  
Chris Motley, Interim Building Official

Visitors: Kenny Kouches Manning Rollerson  
Troy Brimage Royce McCoy  
Ron Wise Steve Upton  
Tobey Davenport Danny Gillchrist

Open Session:

Open Meeting.

Mayor Norma Moreno Garcia called the meeting to order at 8: 02 a.m. and opened immediately the Executive Session.

Executive Session:

Section 551.071, Government Code:

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

- Showboat Theater Building  
217 West 2<sup>nd</sup> Street  
Block 47, South 50 ft of Lot 1 & 2, and all of Lot 3, Freeport Townsite  
Tax Id. # 4200-0500-000
- Dollar General  
213 West 2<sup>nd</sup> Street  
Block 47, Lot 4 & 5, Freeport Townsite  
Tax Id. # 4200-0501-001
- Vacant building  
209 & 211 West 2<sup>nd</sup> Street  
Block 47, Lot 6, Freeport Townsite  
Tx Id 4200-0501-000

Reconvene in Open Session:

Mayor Norma M. Garcia reconvene the Forma Session at 8:30 a.m.

Consideration of adopting a Resolution No. 2016-2490 declaring an emergency condemnation of the Showboat Theater Building, 217 West 2<sup>nd</sup> Street, Block 47, South 50 ft of Lots 1 and 2, and all of Lot 3, Freeport Townsite, Tax Id 4200-0500-000.

On a motion by Councilman Sublet, seconded by Councilwoman Barbree, with all present voting “Aye”, Council unanimously approved Resolution No. 2016-2490 declaring an emergency condemnation of the Showboat Theater Building, 217 West 2<sup>nd</sup> Street, Block 47, South 50 ft of Lots 1 and 2, and all of Lot 3, Freeport Townsite, Tax Id 4200-0500-000.

Owner Tobey Davenport spoke on behalf of the Showboat Theater Building, stating that the estate owns both of the buildings-Dollar General and the Showboat. The wall collapsed into the Dollar General and was waiting for Nationwide to come in with their engineers and do an assessment. In order to keep Dollar General, he would have to borrow money and get Dollar General resources to pay the loan. He stated that he did not have the money or assets. It is a serious situation and the City is aware of the danger.

Councilman Sublet asked if he was the executor of the property and if he was the responsible party of the property. Tobey Davenport said yes that he had the power of attorney and could executive leases and borrow money, in the name of the estate. Councilman Sublet asked if he had any financial benefits. He said all money goes to the estate account including the Dollar General rent. Councilman Sublet asked if he had ever been cited before and if he had any records of maintenance on the building.

Mayor Norma Garcia stated that the previous Building Inspector had sent letters about violations. Mr. Pynes recalls water running out of the front doors of the building. Mr. Pynes said plastic covers were put on the windows. Mr. Davenport said that when the buildings are vacant; minimum amount of maintenance is done to keep them from deteriorating.

Councilman Sublet stated that as a residence of Ward A, felt that he should be held responsible as property owner for the maintenance of his property, even if it is vacant. Councilman Sublet stated that he had been neglectful. It is not the City's responsibility to demolish a build that he has not maintained because of poor choices. The City cannot be held liable for making a decision of not maintaining the building, to a lower standard of the code, there are consequences. Councilman Sublet asked him to do the right thing. Mr. Davenport said the City had a policy to condemn and demolish properties. This procedure should apply to him as well.

Mr. Pynes stated he had assests and owned a building worth \$193,000 and another downtown property worth \$90,000.

Councilwoman Leoza asked if he was the executor of the estate and if he had access to the account. Mr. Davenport said yes.

Mr. Jeff Pynes stated that it would cost the city \$60,000 to \$100,000 because of the asbestos procedure and the landfill.

Councilman Bolton asked Tobey Davenport that when he was Mayor of the City, if he would expect the tax payers to pay for the demolishing of the building when he did have assets to borrow money. He said yes. Councilwoman Bolton stated that the City is not liable for the condition of his building.

Tobey Davenport said he does have the resources.

Authorizing the City Manager to engage a contractor to demolish and/ or safely secure the building known as the Showboat Theatre Building, 217 W. 2<sup>nd</sup> Street, Freeport Texas, Block 47, South 50 ft. of Lots 1 & 2, and all of Lot 3, Freeport Townsite, Tax Id. # 4200- 0500- 000, and then pursue the recovery of the cost incurred in such demolition and/or securing from the owner or owners estate of the building.

On a motion by Councilwoman Loeza, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved to table this item.

Adjourn

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Mayor Norma Moreno Garcia adjourned the meeting at 8:52 a.m.

\_\_\_\_\_  
Mayor Norma Moreno Garcia  
City of Freeport, Texas

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

# PROCLAMATION

**WHEREAS**, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

**WHEREAS**, \_\_\_\_\_ affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

**WHEREAS**, \_\_\_\_\_ welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

**WHEREAS**, \_\_\_\_\_ affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

**WHEREAS**, \_\_\_\_\_ is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

**NOW, THEREFORE**, be it resolved, the \_\_\_\_\_, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

## **“FAIR HOUSING MONTH”**

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of

\_\_\_\_\_ to be affixed this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

**Munoz, Delia**

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**From:** Welch, Bob  
**Sent:** Monday, March 07, 2016 11:07 AM  
**To:** Munoz, Delia  
**Subject:** FW: Fair Housing Proclamation  
**Attachments:** Fair Housing Month Proclamation- CITIES.docx; Fair Housing Public Notice1.doc

**From:** [nancyf@brazoria-county.com](mailto:nancyf@brazoria-county.com) [<mailto:nancyf@brazoria-county.com>]  
**Sent:** Friday, March 04, 2016 4:04 PM  
**To:** [jnance@psf.cityofalvin.com](mailto:jnance@psf.cityofalvin.com); [mdearing@cityhall.cityofalvin.com](mailto:mdearing@cityhall.cityofalvin.com); [sdeisher@angleton.tx.us](mailto:sdeisher@angleton.tx.us); [lrodriguez@angleton.tx.us](mailto:lrodriguez@angleton.tx.us); [rhyne@angleton.tx.us](mailto:rhyne@angleton.tx.us); [rhonda.hall@vallourec.com](mailto:rhonda.hall@vallourec.com); [rhondafhall2011@gmail.com](mailto:rhondafhall2011@gmail.com); [jhmapel@gmail.com](mailto:jhmapel@gmail.com); [rcantu@bonneytexas.gov](mailto:rcantu@bonneytexas.gov); [rcantu@bonneytx.gov](mailto:rcantu@bonneytx.gov); [citymanager@cityofbrazoria.org](mailto:citymanager@cityofbrazoria.org); [info@brooksidevillage-tx.org](mailto:info@brooksidevillage-tx.org); [rpoitevint@ci.clute.tx.us](mailto:rpoitevint@ci.clute.tx.us); [danbury1@sbcglobal.net](mailto:danbury1@sbcglobal.net); Welch, Bob <[bwelch@freeport.tx.us](mailto:bwelch@freeport.tx.us)>; Munoz, Delia <[dmunoz@freeport.tx.us](mailto:dmunoz@freeport.tx.us)>; [sundays@holidaylaketexas.com](mailto:sundays@holidaylaketexas.com); [secretary@cityofiowacolony.com](mailto:secretary@cityofiowacolony.com); [ic.cityhall@coastal-link.net](mailto:ic.cityhall@coastal-link.net); [mmundo@lakejacksontx.gov](mailto:mmundo@lakejacksontx.gov); [vmurray@lakejacksontx.gov](mailto:vmurray@lakejacksontx.gov); [teapot214@aol.com](mailto:teapot214@aol.com); [tbell@cityofmanvel.com](mailto:tbell@cityofmanvel.com); [carmen@cityfoystercreek.com](mailto:carmen@cityfoystercreek.com); [kschrom@richwoodtx.gov](mailto:kschrom@richwoodtx.gov); [amanda@surfsidetx.org](mailto:amanda@surfsidetx.org); [rminshew@ci.sweeny.tx.us](mailto:rminshew@ci.sweeny.tx.us); [clking@ci.sweeny.tx.us](mailto:clking@ci.sweeny.tx.us); [citymanager@westcolumbiatx.org](mailto:citymanager@westcolumbiatx.org); [citymanager@westcolumbia.tx.org](mailto:citymanager@westcolumbia.tx.org)  
**Subject:** Fair Housing Proclamation

The Department of Housing and Urban Development (HUD) requires Subrecipients of Community Development Program (CDBG) funds to take affirmative steps to further fair housing opportunities within their local communities.

In order to assist the City in complying with the fair housing components of the CDBG program, enclosed is a sample proclamation proclaiming April 2016 as "Fair Housing Month" for Council's consideration. Please consider placing it on your Council agenda in March.

In addition, enclosed is a newspaper notice for publication advising citizens of Council's action and a public notice for posting at City Hall.

Please be sure to keep a copy of all documents (signed proclamation, newspaper ad and publisher's affidavit) recording your City's compliance with the fair housing components of the CDBG program, **also please forward a copy of all the above to our office @ 1524 E Mulberry, Suite 162, Angleton, Texas 77515 .**

**The Proclamation is now updated for your use, should you so choose.**

Thank you for your time and attention in this matter.

**Nancy Friudenberg**  
Program Director  
Brazoria County Community Development & Welfare  
(979) 864-1860 (phone)  
(979) 864-1089 (fax)

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

## **PUBLIC NOTICE**

### **HOUSING DISCRIMINATION IS PROHIBITED BY LAW**

Fair Housing is a National Policy of the United States. It's the law, and it's your right. To promote fair housing practices, the City of CITY OF FREEPORT has passed a Fair Housing Proclamation designating the month of April 2016 as Fair Housing Month.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, age, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the U. S. Department of Housing and Urban Development's toll free hotline at 1-800-669-9777 or 1-800-927-9275 (TDD).





Norma Moreno Garcia  
Mayor

Johnathon Sublet  
Councilmember  
Ward A

Fred Bolton  
Councilmember  
Mayor Pro Tem  
Ward B

Sandra Losza  
Councilmember  
Ward C

Sandra Barbree  
Councilmember  
Ward D

Jeff Pynes  
Chief Executive Officer  
City Manager

Gilbert Arispe  
Assistant City Manager

March 24, 2016

Mayor Norma Moreno Garcia  
Freeport City Council Representatives

Re: Agenda Item Number #9

In the council packet the areas highlighted in GREEN are owned by Mr. Brimage. What he is interested in doing is connecting his property to the levy and the river water edge, just as we have done in the past. To accomplish this effort to build more new residential properties and create new residents and tax values we need to do the following:

- Close the unimproved road right of way outlined in ORANGE. We would just close the road right of way that would connect the Brimage properties to the levy and river water front. Closure of the right of way would have no impact on any other resident or the city.
- The area in YELLOW represents the levy only directly in front of Mr. Brimages owned property. No other owner property owner would be impacted by selling this levy property to Mr. Brimage. The area in YELLOW has been surveyed by a licensed surveyor and appraised by a licensed appraiser. We recommend selling the levy, just as we have done in the past, to connect the properties at the appraisal value \$ 42,000.00. NOTE: based on the fact that Mr. Brimage is the only adjoining property owner this property is not required for the formal bidding process. This process we are recommending is the same process we followed on the previous acquisition that turned a 200,000 price of property into a roughly 4 million dollar new investment in Freeport.

We recommend closing the road right of way on agenda item # 10 and selling the surveyed and appraised property as indicated on agenda item # 9.

  
Jeff Pynes  
City Manager



# SURVEY

BY: Doyle & Wachtstetter, Inc.  
Surveying and Mapping





***Doyle & Wachtstetter, Inc***

Surveying and Mapping • GPS/GIS

**0.741 ACRE TRACT  
ELI MITCHELL SURVEY, ABSTRACT 99  
BRAZORIA COUNTY, TEXAS  
PAGE 1 OF 3**

**ALL THAT CERTAIN 0.741 ACRE** of land out of a called 2.823 acre tract conveyed to The City of Freeport in County Clerk's File 14-020712 of the Brazoria County Official Records, said 2.823 acre tract being out of a called 12.83 acre tract conveyed to the Velasco Drainage District in Volume 363, Page 155 of the Brazoria County Deed Records, a portion of which was conveyed to the City of Freeport in County Clerk's File 14-010210 of the Brazoria County Official Records and situated in the Eli Mitchell Survey, Abstract 99, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 27) in which directions are Lambert Grid Bearings and the distances are horizontal surface level lengths as follows:

**COMMENCING** at a found 1/2" iron pipe marking the intersection of the southwest right-of-way line of South Front Street with the east corner of Lot 16 of the Bridgepoint Subdivision recorded in County Clerk's File 13-045815 of the Brazoria County Plat Records, same being the north corner of a tract of land conveyed to Merry Martha Wherry in Volume 1709, Page 365 of the Brazoria County Deed Records;

**THENCE** North 58°37'33" West, coincident with the southwest right-of-way line of South Front Street, a distance of 907.43 feet to a point for the **POINT OF BEGINNING** of the herein described tract, same being an exterior corner of said 2.823 acre tract, same being the north corner of a called 0.09 acre tract conveyed to Tracy Mark Savell and James W. Savell in County Clerk's File 13-006417 of the Brazoria County Official Records and from which a found 1/2" iron rod bears South 26°11'24" East, a distance of 2.25 feet;

**THENCE** South 31°16'40" West, coincident with the northwest line of said 0.09 acre tract, same being the southeast line of said 2.823 acre tract, a distance of 27.55 feet to a found 1/2" iron rod with cap for corner;

**THENCE** South 45°49'20" East, coincident with the southwest line of said 0.09 acre tract, same being the northeast line of said 2.823 acre tract, at a distance of 103.39 feet pass a found 1/2" iron rod with cap marking west corner of a called 0.116 acre tract conveyed to Tracy Mark Savell and James W. Savell in said County Clerk's File 13-006417 of the Brazoria County Official Records for corner and continue to a total distance of 189.71 feet to a found 3/4" iron pipe for corner marking the west corner of a tract of land known as Lot D and conveyed to Ignacio and Martha Leija in County Clerk's File 00-026462 of the Brazoria County Official Records;

# Appraisal Report

Prepared by Longs Appraisal Service

**APPRAISAL REPORT  
OF**



S. Front Street  
Freeport, TX 77541

**PREPARED FOR**

Troy T. Brimage  
1510 County Road 400  
Jones Creek TX, 77541

**AS OF**

03/21/2016

**PREPARED BY**

Longs Appraisal Service  
3602 Starlite  
Pasadena, TX 77505

Appraisal Report

LAND APPRAISAL REPORT

IDENTIFICATION
Borrower N/A
Property Address S. Front Street
City Freeport
County Brazoria
State TX
Zip Code 77541
Legal Description Unknown
Sale Price \$ N/A
Date of Sale N/A
Loan Term N/A
Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD
Actual Real Estate Taxes \$ Unknown (yr)
Lender/Client Troy T. Brimage
Address 1510 County Road 400, Jones Creek TX, 77541
Occupant Vacant
Appraiser Richard Long
Instructions to Appraiser Appraise for Market Value.

NEIGHBORHOOD
Location: Urban [X], Suburban [X], Rural [ ]
Built Up: Over 75% [X], 25% to 75% [ ], Under 25% [ ]
Growth Rate: Fully Dev. [ ], Rapid [X], Steady [X], Slow [ ]
Property Values: Increasing [X], Stable [X], Declining [ ]
Demand/Supply: Shortage [X], In Balance [X], Oversupply [ ]
Marketing Time: Under 3 Mos. [X], 3-6 Mos. [ ], Over 6 Mos. [ ]
Present Land Use: 85% Family, 2% 2-4 Family, 3% Apts, 0% Condo, 10% Commercial
Change in Present Land Use: [X] Not Likely, [ ] Likely(\*), [ ] Taking Place(\*)
Predominate Occupancy: [X] Owner, [ ] Tenant, [ ] % Vacant
Single Family Price Range: \$ 31K to \$ 350K+, Predominant Value \$ 76K
Single Family Age: New yrs to 86 yrs, Predominant Age 54 yrs

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject site is located in the city of Freeport, Texas. The subject is situated in an area that features homes that range from the lower to upper value range. Homes in this immediate area of this community also vary in age, appeal, and overall value. Although new construction is occurring in this immediate area, the majority of the homes in this area are older in age. The appeal of homes in this area of this community is considered to be average.

SITE
Dimensions Irregular Lot Dimensions = 32,278 s.f.
Zoning Classification Single Family Residential
Present Improvements [X] do [ ] do not conform to zoning regulations
Highest and best use [X] Present use [ ] Other (specify) The highest and best use is its present use.
Public Other (Describe) OFF SITE IMPROVEMENTS
Elec. [X] Street Access [X] Public [ ] Private
Gas [X] Surface Asphalt
Water [X] Maintenance [X] Public [ ] Private
San. Sewer [X] Storm Sewer [ ] Curb/Gutter [ ] Street Lights
Is the property located in a HUD identified Special Flood Hazard Area? [X] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): The subject site is an oversized lot along the levee that fronts the Old Brazos River. The subject is situated in Zone X of Panel # 4854670780I, Brazoria County, Revised on 11/17/1993. \*\*\* SEE ADDENDUM \*\*\*

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.

MARKET DATA ANALYSIS
Table with columns: SUBJECT PROPERTY, COMPARABLE NO.1, COMPARABLE NO.2, COMPARABLE NO.3. Rows include Address, Proximity to Subject, Sales Price, Price Per Foot, Data Source, Date of Sale and Description, Time Adjustment, Location, Site/View, View, Amenities, Sales or Financing Concessions, Net Adj. (Total), Indicated Value of Subject.

Comments on Market Data All land sales that have been included are situated in the subjects general area and were considered to be the best sales available. \*\*\* SEE ADDENDUM FOR DETAILS \*\*\*

Comments and Conditions of Appraisal: The subject site is being appraised as a vacant parcel of land in this area of this community with no improvements.

Final Reconciliation: RECONCILIATION: GREATEST EMPHASIS WAS PLACED ON SALE ONE FOR BEING MORE SIMILAR IN TOTAL LAND AREA AND FOR BEING SITUATED IN THE FREEPORT MARKET AREA. SECONDARY CONSIDERATION WAS GIVEN TO SALE TWO ALTHOUGH THIS SALE FEATURES AN OLDER CLOSING DATE. LEAST EMPHASIS WAS PLACED ON SALE THREE.

RECONCILIATION
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 03/21/2016 to be \$ 42,000
Appraiser(s) Richard Long
Review Appraiser (if applicable) [ ] Did [ ] Did Not Physically
Inspect Property
Date Report Signed 03/27/2016
State Certification #
Or State License # 1324424
Expiration Date of License or Certification 12/31/2016

Longs Appraisal Service  
**COMMENT ADDENDUM**

File No. M-0036-16

|                  |                 |        |   |       |    |          |       |
|------------------|-----------------|--------|---|-------|----|----------|-------|
| Borrower         | N/A             |        |   |       |    |          |       |
| Property Address | S. Front Street |        |   |       |    |          |       |
| City             | Freeport        | County | Brazoria  | State | TX | Zip Code | 77541 |
| Lender/Client    | Troy T. Brimage |        | Address 1510 County Road 400, Jones Creek TX, 77541 |       |    |          |       |

**COMMENTS ON NEIGHBORHOOD DATA:**

The subject is located in the city of Freeport, Texas. This community is situated south of downtown Houston, via SH-288. The subject is situated in an area of this community that consists predominantly of typical single family homes. Dwellings in this area of Freeport are situated on either concrete blocks or on concrete slab foundations. Homes in this area range from the lower to upper value range and vary in size, appeal, and overall value. Although new construction is ongoing in this immediate area, the majority of the homes in this area are older in age. Schools, employment, and shopping centers are all situated in close proximity to this neighborhood. Commercial activity was also noted throughout this area; however, these influences are considered to be typical for this area and has no adverse effect. The subjects supply/demand is in balance and property values are currently stable. Typical marketing times for homes in this area of this community is considered to be less than three months at this time, with some homes noted to be on the market for extended periods. The overall appeal and marketability of homes in this area is considered to be average.

**COMMENTS ON SALES COMPARISON ANALYSIS:**

All land sales that have been included in this report are situated in the subjects general area and were felt to be the best sales available. Each sale was adjusted to reflect significant differences recognized by typical buyers and sellers. The financing of all sales has been reviewed and was not considered to have a measurable effect on the final sales prices of the comparables.

All sales were adjusted under site to reflect the total differences in overall land values with regards to lot size. No other adjustments were warranted.

All land sales that have been included were felt to be the best sales available. Although some sales feature older closing dates than preferred, these sales are within the two year time frame for land appraisals. It is also important to state that land sales in the Freeport market area are extremely limited. For this reason, one sale was targeted from a nearby community and included in this report. Only those adjustments deemed mandatory to reflect major differences were made to each sale. Each adjustment made was reflective of and in accordance with, current market trends for the subjects area. The sales utilized were considered to be the best and most comparable sales available.

**COMMENTS ON SUBJECT SITE:**

At the time of the inspection date, the subject site was noted to be situated along the Old Brazos River: (SEE PHOTOS). Based on information provided to this appraiser at the time of the inspection date, no improvements can be made to this area due to being a protected levee in this area. For this reason, no positive adjustments were warranted for being situated along a water front lot in this area. The fact that no improvements can be made on this parcel of land, the only adjustments made were for differences in total land area. It is the opinion of this appraiser that the highest and best use of this parcel of land is its present use.



Longs Appraisal Service  
**COMMENT ADDENDUM**

File No. M-0036-16

|                  |                 |        |   |       |    |          |       |
|------------------|-----------------|--------|---|-------|----|----------|-------|
| Borrower         | N/A             |        |   |       |    |          |       |
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| Lender/Client    | Troy T. Brimage |        | Address 1510 County Road 400, Jones Creek TX, 77541 |       |    |          |       |

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must at minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**HIGHEST AND BEST USE:** Concludes maximum productivity of a site "as improved" Tests applied to the site as vacant and as improved are conclusions of Physical Possible Uses that are Legally Permissible and Economically Feasible. In the site section physical and legal characteristics are summarized as are the improvements in the improvement section of the URAR. The conclusion is viable economic marketability and is reported in the URAR. From these analyses, the Appraiser concluded that the subject's present use is its Highest and Best Use.

**Dodd-Frank Law of 2009: Appraiser Independence Compliance**  
Appraiser Certification of Non-Influence:

The Appraiser(s) noted in this report acknowledge to the best of their ability the following with respect to the completed appraisal report of the subject property noted in this report:

(1) Certify that I have been engaged by the Lender/Client to complete the appraisal assignment. The order form included the company name (and any applicable DBA) as well as the company's address to include in the appraisal report. I was not provided any employee name, including loan officer or mortgage broker. I was not provided a loan amount, estimated value or similar information by the Lender/Client. In the event that this is a purchase transaction, the entire Purchase/Sales contract was provided to me as required by USPAP.

(2) I have not been coerced, intimidated, influenced, bribed or knowingly recommended to complete this assignment by an employee, director, broker, loan officer, manager or agent of the Lender/Client.

(3) There have been no written or verbal communications or conversations between an employee of the Lender/Client or mortgage broker and myself, my assistant, or other employee working on my behalf in completing this assignment regarding a predetermined value of the subject property.

(4) I have completed this assignment with the highest integrity and in an ethical manner consistent and in accordance with USPAP, applicable state law, as well as, any FHA guidelines for Appraiser Independence.

(5) I am not an employee of the Lender/Client or of any entity that is either wholly or partially owned by the Lender/Client.

\*\*\* The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of the Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.) and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification. \*\*\*

**APPRAISAL COMPLIANCE ADDENDUM**

|                                      |                 |                       |  |
|--------------------------------------|-----------------|-----------------------|--|
| Borrower/Client <u>N/A</u>           |                 | Unit No. _____        |  |
| Address <u>S. Front Street</u>       |                 | City <u>Freeport</u>  |  |
| County <u>Brazoria</u>               | State <u>TX</u> | Zip Code <u>77541</u> |  |
| Lender/Client <u>Troy T. Brimage</u> |                 |                       |  |

This Appraisal Compliance Addendum is included to ensure this appraisal report meets all USPAP 2014 requirements.

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

**ADDITIONAL CERTIFICATIONS**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved.
- Unless otherwise indicated, 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.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

**PRIOR SERVICES**

- I have NOT performed services, as an appraiser or in another other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

**PROPERTY INSPECTION**

- I HAVE made a personal inspection of the property that is the subject of this report.
- I have NOT made a personal inspection of the property that is the subject of this report.

**APPRAISAL ASSISTANCE**

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

**ADDITIONAL COMMENTS**

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: \_\_\_\_\_

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

A reasonable marketing time for the subject property is 90-120 day(s) utilizing market conditions pertinent to the appraisal assignment.

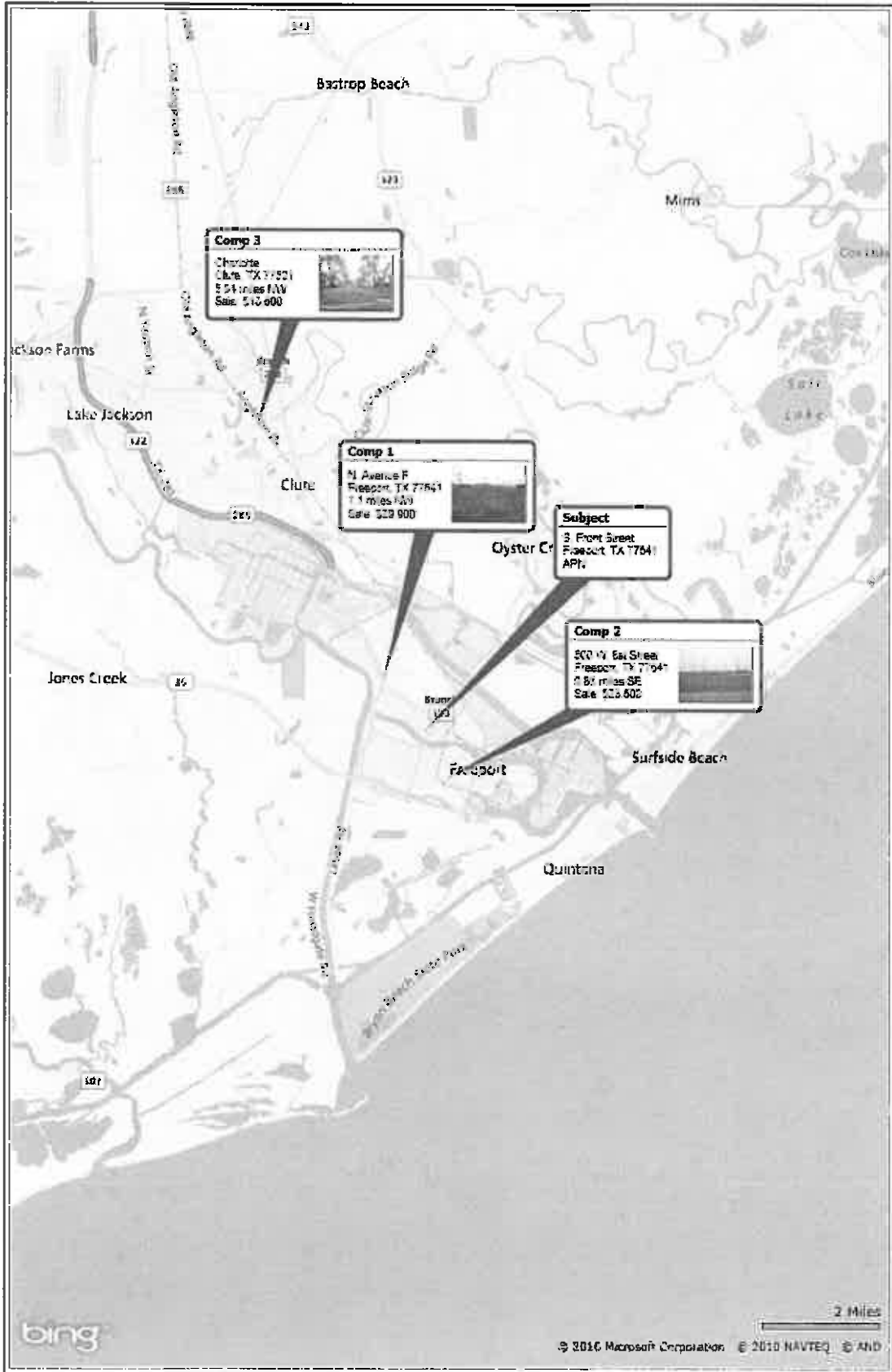
A reasonable exposure time for the subject property is 120 day(s).

| APPRAISER   | SUPERVISORY APPRAISER (ONLY IF REQUIRED)  |
|---|---|
| Signature <u>Richard D Long</u>                               | Signature _____   |
| Name <u>Richard Long</u>                                      | Name _____  |
| Date of Signature <u>03/27/2016</u>                           | Date of Signature _____   |
| State Certification # _____                                   | State Certification # _____   |
| or State License # <u>1324424</u>                             | or State License # _____  |
| State <u>TX</u>   | State _____   |
| Expiration Date of Certification or License <u>12/31/2016</u> | Expiration Date of Certification or License _____   |
| Effective Date of Appraisal <u>03/21/2016</u>                 | Supervisory Appraiser Inspection of Subject Property:<br><input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only from street <input type="checkbox"/> Interior and Exterior |

Longs Appraisal Service  
**LOCATION MAP ADDENDUM**

File No. M-0036-16

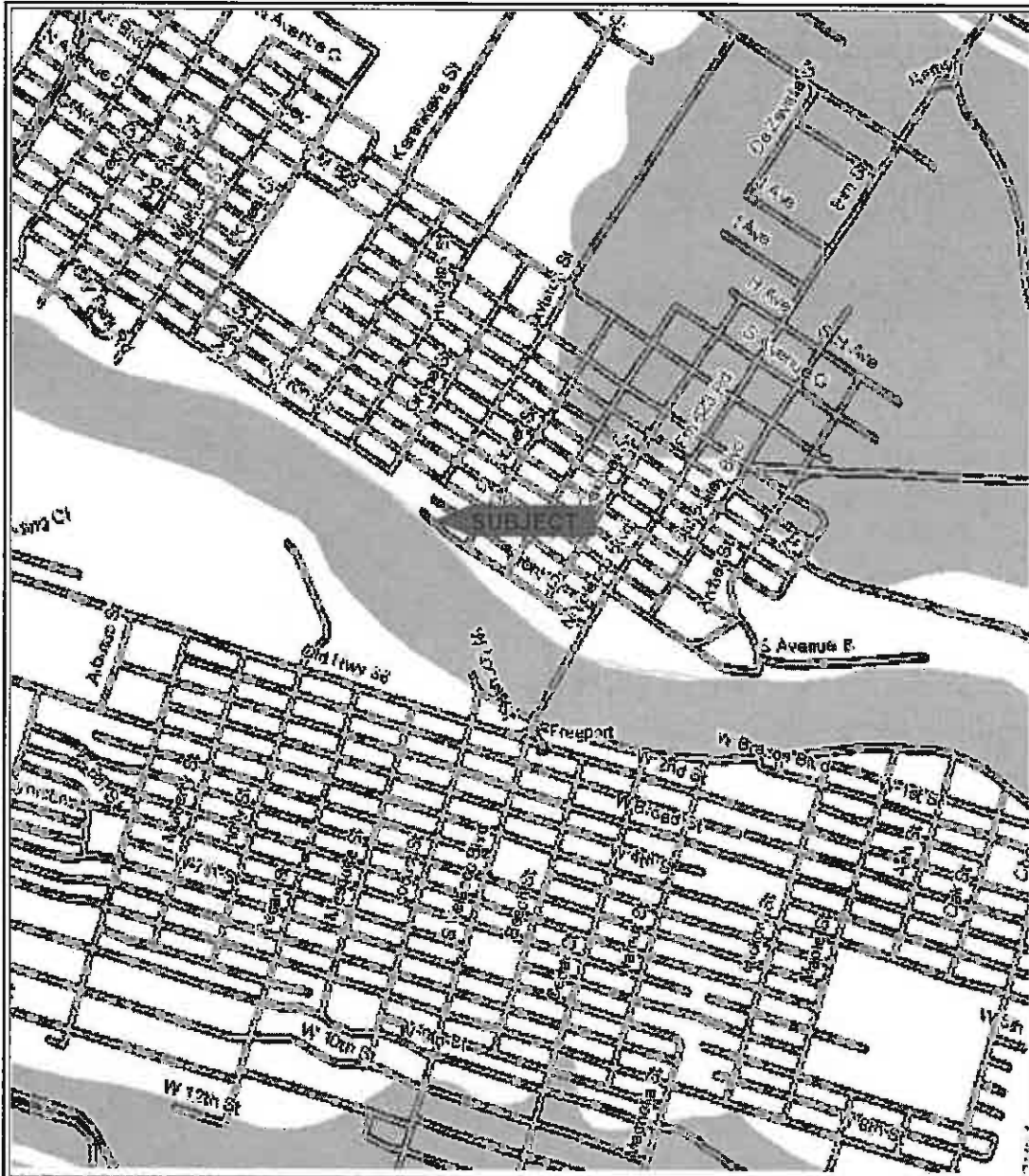
|                  |   |        |          |       |    |          |       |
|------------------|---|--------|----------|-------|----|----------|-------|
| Borrower         | N/A   |        |          |       |    |          |       |
| Property Address | S. Front Street                                     |        |          |       |    |          |       |
| City             | Freeport  | County | Brazoria | State | TX | Zip Code | 77541 |
| Lender/Client    | Troy T. Brimage                                     |        |          |       |    |          |       |
|                  | Address 1510 County Road 400, Jones Creek TX, 77541 |        |          |       |    |          |       |



Longs Appraisal Service  
**FLOOD MAP ADDENDUM**

File No. M-0036-16

|                  |   |        |          |       |    |                |
|------------------|---|--------|----------|-------|----|----------------|
| Borrower         | N/A   |        |          |       |    |                |
| Property Address | S. Front Street   |        |          |       |    |                |
| City             | Freeport  | County | Brazoria | State | TX | Zip Code 77541 |
| Lender/Client    | Troy T. Brimage Address 1510 County Road 400, Jones Creek TX, 77541 |        |          |       |    |                |



| Flood Map Legends  | Flood Zone Determination  |
|--|---|
| <p><b>Flood Zones</b></p> <ul style="list-style-type: none"> <li>Areas inundated by 500-year flooding</li> <li>Areas outside of the 100 and 500 year flood plain</li> <li>Areas inundated by 100-year flooding</li> <li>Areas inundated by 100-year flooding with velocity hazard</li> <li>Floodway areas</li> <li>Floodway areas with velocity hazard</li> <li>Areas of undetermined but possible flood hazard</li> <li>Areas not mapped on any published FIRM</li> </ul> | <p>SFHA (Flood Zone): <b>Out</b><br/>           Within 250 ft. of multiple flood zone? <b>Yes</b><br/>           Community: <b>485467</b><br/>           Community Name: <b>FREEPORT, CITY OF</b><br/>           Zone: <b>X</b> Panel: <b>485467 07801</b> Panel Date: <b>11/17/1993</b><br/>           FIPS Code: <b>48035</b> Census Tract: <b>6643.03</b></p> <p><small>This Flood Report is for the sole benefit of the Customer that ordered and paid for this Report and is based on the property information provided by the customer. That customer's use of this report is subject to the terms agreed by that customer when ordering this product. No third party is authorized to use or rely on this report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT ACCURACY OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither FADS nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.</small></p> |

|                                  |                 |        |   |       |    |                |
|----------------------------------|-----------------|--------|---|-------|----|----------------|
| Borrower N/A                     |                 |        |   |       |    |                |
| Property Address S. Front Street |                 |        |   |       |    |                |
| City                             | Freeport        | County | Brazoria  | State | TX | Zip Code 77541 |
| Lender/Client                    | Troy T. Brimage |        | Address 1510 County Road 400, Jones Creek TX, 77541 |       |    |                |



View of Subject Site.



Additional View.



View of the Old Brazos River.



Street Scene.

Comments:

|                  |                 |        |   |       |    |          |       |
|------------------|-----------------|--------|---|-------|----|----------|-------|
| Borrower         | N/A             |        |   |       |    |          |       |
| Property Address | S. Front Street |        |   |       |    |          |       |
| City             | Freeport        | County | Brazoria  | State | TX | Zip Code | 77541 |
| Lender/Client    | Troy T. Brimage |        | Address 1510 County Road 400, Jones Creek TX, 77541 |       |    |          |       |



**COMPARABLE SALE # 1**  
N. Avenue F  
Freeport, TX 77541



**COMPARABLE SALE # 2**  
500 W. 8st Street  
Freeport, TX 77541



**COMPARABLE SALE # 3**  
Charlotte  
Clute, TX 77531

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**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 or she considers his or her 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 judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting 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, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. 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 this appraisal report whether any portion of 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.
3. 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, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as 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 research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. 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, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

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

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of 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 at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of 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 opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, 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 or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in 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 this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).



21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies 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 at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

*Richard D Long*

Signature \_\_\_\_\_  
 Name Richard Long  
 Company Name Longs Appraisal Service  
 Company Address 3602 Starlite  
Pasadena, TX 77505  
 Telephone Number 281-998-1937  
 Email Address rlong26@comcast.net  
 Date of Signature and Report 03/27/2016  
 Effective Date of Appraisal 03/21/2016  
 State Certification # \_\_\_\_\_  
 or State License # 1324424  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State TX  
 Expiration Date of Certification or License 12/31/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

ADDRESS OF PROPERTY APPRAISED

S. Front Street  
Freeport, TX 77541

APPRAISED VALUE OF SUBJECT PROPERTY \$ 42,000

LENDER/CLIENT

Name \_\_\_\_\_  
 Company Name Troy T. Brimage  
 Company Address 1510 County Road 400  
Jones Creek TX, 77541  
 Email Address troyb@sig4you.com

SUBJECT PROPERTY

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

Borrower N/A

Property Address S. Front Street

City Freeport

County

Brazoria

State TX

Zip Code

77541

Lender/Client Troy T. Brimage

Address 1510 County Road 400, Jones Creek TX, 77541

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

Licensed Real Estate Appraiser

Number: TX 1324424 L

Issued: 12/05/2014

Expires: 12/31/2016

Appraiser: RICHARD DALE LONG

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Licensed Real Estate Appraiser.

  
Douglas E. Oldhixon  
Commissioner



Norma Moreno Garcia  
Mayor

Johnathan Sublet  
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

March 24, 2016

Mayor Norma Moreno Garcia  
Freeport City Council Representatives

Re: Agenda Item Number #9

In the council packet the areas highlighted in GREEN are owned by Mr. Brimage. What he is interested in doing is connecting his property to the levy and the river water edge, just as we have done in the past. To accomplish this effort to build more new residential properties and create new residents and tax values we need to do the following:

- Close the unimproved road right of way outlined in ORANGE. We would just close the road right of way that would connect the Brimage properties to the levy and river water front. Closure of the right of way would have no impact on any other resident or the city.
- The area in YELLOW represents the levy only directly in front of Mr. Brimages owned property. No other owner property owner would be impacted by selling this levy property to Mr. Brimage. The area in YELLOW has been surveyed by a licensed surveyor and appraised by a licensed appraiser. We recommend selling the levy, just as we have done in the past, to connect the properties at the appraisal value \$ 42,000.00. NOTE: based on the fact that Mr. Brimage is the only adjoining property owner this property is not required for the formal bidding process. This process we are recommending is the same process we followed on the previous acquisition that turned a 200,000 price of property into a roughly 4 million dollar new investment in Freeport.

We recommend closing the road right of way on agenda item # 10 and selling the surveyed and appraised property as indicated on agenda item # 9.

  
Jeff Pynes  
City Manager



[www.freeport.tx.us](http://www.freeport.tx.us)

P237



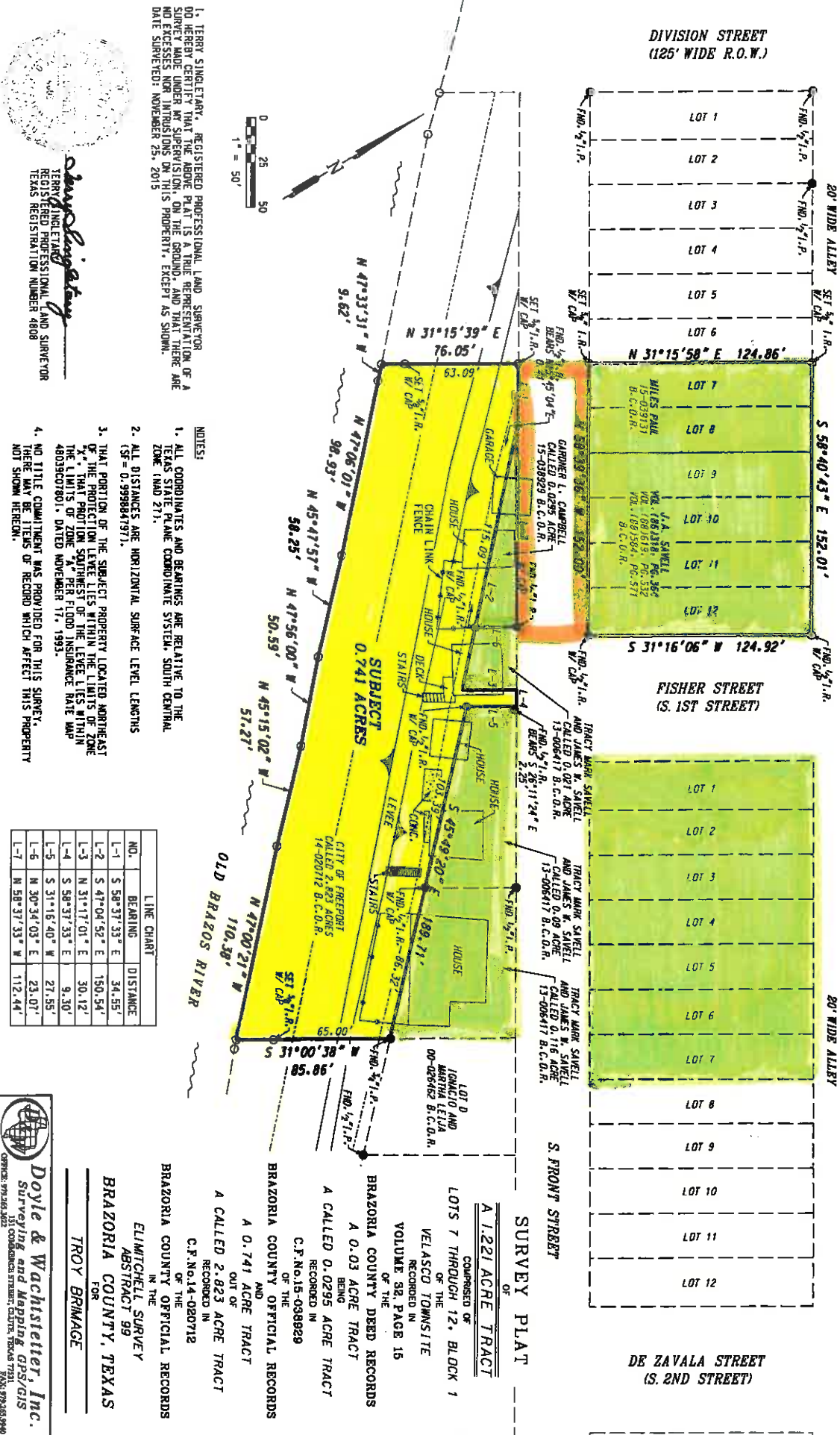
BRAZORIA COUNTY  
 TEXAS

EL MITCHELL SURVEY  
 ABSTRACT 99

DIVISION STREET  
 (125' WIDE R.O.W.)

FISHER STREET  
 (S. 1ST STREET)

DE ZAVALA STREET  
 (S. 2ND STREET)



TERRY INGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NUMBER 4808

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 27).
  2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS (SF = 0.999841971).
  3. THAT PORTION OF THE SUBJECT PROPERTY LOCATED NORTHEAST OF THE PROTECTION LEVEL LIES WITHIN THE LIMITS OF ZONE X, THAT PORTION SOUTHWEST OF THE LEVEL LIES WITHIN THE LIMITS OF ZONE A PER FLOOD INSURANCE RATE MAP 40033C01801, DATED NOVEMBER 11, 1993.
  4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY, THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY NOT SHOWN HEREON.

| NO. | BEARING       | DISTANCE |
|-----|---------------|----------|
| L-1 | S 58°37'33" E | 34.55'   |
| L-2 | S 47°04'52" E | 150.54'  |
| L-3 | N 31°17'01" E | 30.12'   |
| L-4 | S 58°37'33" E | 9.30'    |
| L-5 | S 31°16'40" W | 27.55'   |
| L-6 | N 30°34'03" E | 23.07'   |
| L-7 | N 58°37'33" W | 112.44'  |

DOYLE & WACHSSTETTER, INC.  
 Surveying and Mapping GRS/GIS  
 BRAZORIA COUNTY, TEXAS  
 TROY BRIMAGE

BRAZORIA COUNTY OFFICIAL RECORDS  
 EL MITCHELL SURVEY  
 ABSTRACT 99  
 BRAZORIA COUNTY, TEXAS  
 FOR

A 0.741 ACRE TRACT  
 AND  
 A 0.823 ACRE TRACT  
 C.F. NO. 14-020712  
 OF THE  
 BRAZORIA COUNTY OFFICIAL RECORDS  
 A 0.03 ACRE TRACT  
 BEING  
 A 0.0295 ACRE TRACT  
 C.F. NO. 15-039829  
 OF THE  
 BRAZORIA COUNTY DEED RECORDS  
 COMPRESSED OF  
 A 1.221 ACRE TRACT  
 OF THE  
 VELASCO TOWNSHIP  
 RECORDED IN  
 VOLUME 82, PAGE 16  
 OF THE  
 BRAZORIA COUNTY DEED RECORDS  
 BEING  
 A 0.0295 ACRE TRACT  
 C.F. NO. 15-039829  
 OF THE  
 BRAZORIA COUNTY OFFICIAL RECORDS  
 AND  
 A 0.741 ACRE TRACT  
 OUT OF  
 A CALLED 2.823 ACRE TRACT  
 RECORDED IN  
 C.F. NO. 14-020712  
 OF THE  
 BRAZORIA COUNTY OFFICIAL RECORDS

# Trust Property Sale - Agenda Item

Block 2

Discuss / consider the sale of City interest in lot 40 & SE 2.98 ft. of lot 39, ~~Velasco, Tx~~


Riverside  
Terrace

Address: 1901 North Avenue H  
Tax ID: 7310-0062-000  
Sheriff deed filed: June 28, 2010  
Previous owner: Associates First Capital Services, Inc  
Appraised Value: \$4,970.00  
Offer: \$2,010.00  
Offer made by: Lamar Jordan, Lake Jackson Tx  
Amount to City: \$0.00

## Attached documents:

- a. Plat showing location of property
- b. Bid analysis

Approved for agenda:

  
\_\_\_\_\_  
Jeff Pynes 4/4/16



CONNECTEXPLORER



**BID ANALYSIS**

|                         |              |                          |               |
|-------------------------|--------------|--------------------------|---------------|
| <b>Cause Number:</b>    | 43377        | <b>Account Number:</b>   | 7310-0062-000 |
| <b>Offer Amount:</b>    | \$2,010.00   | <b>Value \$:</b>         | \$4,970.00    |
| <b>Person Offering:</b> | LAMAR JORDAN | <b>Adjudged Value\$:</b> | \$3,580.00    |

**Judgement Information**

| Taxing Entity      | Tax Years | Amount Due        |
|--------------------|-----------|-------------------|
| BC                 | 2003-2008 | \$496.04          |
| BCED               | 2003-2008 | \$0.00            |
| Brazosport ISD     | 2003-2008 | \$1,737.08        |
| BRHND              | 2003-2008 | \$80.24           |
| Brazosport College | 2003-2008 | \$136.78          |
| Velasco Drainage   | 2003-2008 | \$92.68           |
| City of Freeport   | 2003-2008 | \$886.78          |
|                    |           |                   |
|                    |           |                   |
| <b>Total</b>       |           | <b>\$3,429.60</b> |

**Costs**

|                  |            |                 |                   |
|------------------|------------|-----------------|-------------------|
| Court Costs      | \$544.00   | Sheriff Fees    | \$122.17          |
| Publication Fees | \$177.60   | Research Fees   | \$175.00          |
| Ad Litem         |            | Recording fee's | \$28.00           |
| Liens            | \$2,340.40 | Certified Mail  |                   |
| Cost of Deed     |            | Deed file date  |                   |
|                  |            |                 |                   |
| <b>Total</b>     |            |                 | <b>\$3,387.17</b> |

**Post Judgement Information**

| Taxing Entity              | Tax Year's | Amount Due      |
|----------------------------|------------|-----------------|
| BC                         | 2009-2010  | \$69.78         |
| BCED                       | 2009-2010  | \$0.00          |
| Brazosport ISD             | 2009-2010  | \$196.63        |
| BRHND                      | 2009-2010  | \$8.56          |
| Brazosport College         | 2009-2010  | \$28.74         |
| Velasco Drainage           | 2009-2010  | \$14.09         |
| City of Freeport           | 2009-2010  | \$112.99        |
|                            |            |                 |
|                            |            |                 |
| <b>Post Judgment Total</b> |            | <b>\$430.79</b> |

**Proposed Distribution**

|                             |            |              |             |
|-----------------------------|------------|--------------|-------------|
| <b>Offer Amount</b>         | \$2,010.00 | <b>Costs</b> | \$3,387.17  |
| <b>Net to Distribute \$</b> |            |              | -\$1,377.17 |

|                    |        |        |
|--------------------|--------|--------|
| BC                 | 14.46% | \$0.00 |
| BCED               | 0.00%  | \$0.00 |
| Brazosport ISD     | 50.65% | \$0.00 |
| BRHND              | 2.34%  | \$0.00 |
| Brazosport College | 3.99%  | \$0.00 |
| Velasco Drainage   | 2.70%  | \$0.00 |
| City of Freeport   | 25.86% | \$0.00 |
|                    |        |        |
|                    |        |        |

# Trust Property Sale - Agenda Item

Discuss / consider the sale of City interest in lot 13, Block 37, Velasco Townsite

Address: 623 South Avenue H

Tax ID: 8110-0410-000

Sheriff deed filed: August 30, 2013

Previous owner: George Spinning

Appraised Value: **\$1,520.00**

Offer: **\$ 250.00**


Offer made by: Nextlots LLC

Amount to City: **\$57.97**

Attached documents:

- a. Plat showing location of property
- b. Bid analysis

Approved for agenda:

  
\_\_\_\_\_  
Jeff Pynes 4/4/16



CONNECT EXPLORER



map: Basic 01/17/2015 - 02/02/2015 Select Date



# Trust Property Sale - Agenda Item

Discuss / consider the sale of City interest in lot 3-4, Block 8, ~~Freepert~~ Townsite  
Velasco

Address: 106-108 South Ave B Street

Tax ID: 8110-0090-000

Sheriff deed filed: July 12, 2012

Previous owner: Lester Clark

Appraised Value: **\$4,690.00**

Offer: **\$2,400.00**

Offer made by: Nextlots LLC, P O Box 865, Lancaster Tx 75146-0865

Amount to City: **\$0.00**

Attached documents:

- a. Plat showing location of property
- b. Bid analysis

Approved for agenda:

  
\_\_\_\_\_  
Jeff Pynes

4/4/12

CONNECTEXPLORER



map: Auto 02/02/2015 Select Date Image 1 of 15



**BID ANALYSIS**

|                         |              |                          |               |
|-------------------------|--------------|--------------------------|---------------|
| <b>Cause Number:</b>    | 61001        | <b>Account Number:</b>   | 8110-0090-000 |
| <b>Offer Amount:</b>    | \$2,400.00   | <b>Value \$:</b>         | \$4,690.00    |
| <b>Person Offering:</b> | NEXTLOTS LLC | <b>Adjudged Value\$:</b> | \$4,690.00    |

**Judgement Information**

| Taxing Entity      | Tax Years | Amount Due        |
|--------------------|-----------|-------------------|
| BC                 | 2006-2010 | \$206.89          |
| BCED               | 2006-2010 | \$0.00            |
| Brazosport ISD     | 2006-2010 | \$635.18          |
| BRHND              | 2006-2010 | \$28.16           |
| Brazosport College | 2006-2010 | \$77.66           |
| Velasco Drainage   | 2006-2010 | \$43.19           |
| City of Freeport   | 2006-2010 | \$360.48          |
| <b>Total</b>       |           | <b>\$1,351.56</b> |

**Costs**

|                  |            |                   |          |
|------------------|------------|-------------------|----------|
| Court Costs      | \$239.33   | Sheriff Fees      | \$52.48  |
| Publication Fees | \$48.27    | Research Fees     | \$175.00 |
| Ad Litem         |            | Recording fee's   | \$10.66  |
| Liens            | \$2,161.84 | Certified Mail    |          |
| Cost of Deed     |            | Deed file date    |          |
| <b>Total</b>     |            | <b>\$2,687.58</b> |          |

**Post Judgement Information**

| Taxing Entity              | Tax Year's | Amount Due      |
|----------------------------|------------|-----------------|
| BC                         | 2011-2012  | \$64.82         |
| BCED                       | 2011-2012  | \$0.00          |
| Brazosport ISD             | 2011-2012  | \$169.43        |
| BRHND                      | 2011-2012  | \$7.18          |
| Brazosport College         | 2011-2012  | \$33.40         |
| Velasco Drainage           | 2011-2012  | \$12.83         |
| City of Freeport           | 2011-2012  | \$93.24         |
| <b>Post Judgment Total</b> |            | <b>\$380.90</b> |

**Proposed Distribution**

|                             |                   |              |                   |
|-----------------------------|-------------------|--------------|-------------------|
| <b>Offer Amount</b>         | <b>\$2,400.00</b> | <b>Costs</b> | <b>\$2,687.58</b> |
| <b>Net to Distribute \$</b> |                   |              | <b>-\$287.58</b>  |

|                    |        |        |
|--------------------|--------|--------|
| BC                 | 15.31% | \$0.00 |
| BCED               | 0.00%  | \$0.00 |
| Brazosport ISD     | 47.00% | \$0.00 |
| BRHND              | 2.08%  | \$0.00 |
| Brazosport College | 5.75%  | \$0.00 |
| Velasco Drainage   | 3.20%  | \$0.00 |
| City of Freeport   | 26.67% | \$0.00 |

City of Freeport  
LPR Expansion - PSGP 2014  
**Alternate Bid Pricing**



City of Freeport, Texas  
430 Brazosport Blvd  
Freeport, Texas 77541

**LPR Expansion - PSGP 2014**

April 4, 2016

**Volume II - Pricing Proposal  
Alternate Bid**

Submitted by: Signal Electronics

David Alston  
(979) 233-1112  
dave@signalelectronics.com  
www.SignalElectronics.com



Signal Electronics Inc

1744 W 4th, Suite 202  
Freeport, TX 77541

City of Freeport  
LPR Expansion - PSGP 2014  
**Alternate Bid Pricing**

- \* Refer to Vol. I - Technical Proposal dated March 18, 2016 for additional details including 2.3 Assumptions & Exceptions
- \* This Pricing Proposal provides adequate documentation and serves as a contract between Signal Electronics Inc and the City of Freeport to commence no later than April 25, 2016.
- \* Acceptance of this Price Proposal will serve as a "Notice to Proceed" from the City of Freeport to Signal Electronics.
- \* Signal will immediately submit an invoice for "Material" and "Other" (\$215,692.83) shown on Price Proposal "Total" column with payment terms of net 20 days.
- \* Balance of Price Proposal/contract, less 10%, will be due 10 days after "Substantial Completion" with remaining balance due 10 days after "Acceptance".

| Site >>>        | PD & SYS         | Pine Bridge     | 288 Bridge       | FM 523           | FM 1495          | 36 Bridge        | Total             |
|-----------------|------------------|-----------------|------------------|------------------|------------------|------------------|-------------------|
| <b>Material</b> | 48,063.81        | 0.00            | 49,182.90        | 20,130.88        | 37,318.79        | 34,723.36        | 189,419.74        |
| <b>Labor</b>    | 32,359.82        | 1,935.36        | 3,870.72         | 9,352.00         | 14,369.60        | 12,438.72        | 74,326.22         |
| <b>Other</b>    | 7,661.50         | 0.00            | 5,048.40         | 2,464.00         | 5,605.59         | 5,493.60         | 26,273.09         |
| <b>Total</b>    | <b>88,085.13</b> | <b>1,935.36</b> | <b>58,102.02</b> | <b>31,946.88</b> | <b>57,293.98</b> | <b>52,655.68</b> | <b>290,019.05</b> |

**Maintenance, Support & Warranty**

**Included with Alternate Bid Package:**

**Signal Electronics 2-Year Maintenance & Support Plan -**

- \* Maintenance, support, inspection and repair of entire Freeport Security & Surveillance Network (Phase I & II)
- \* Emergency & Non-emergency repairs (ref. Vol I - Tech Proposal - Apx B, *minimum 4-hour response time*)
- \* Bi-monthly system tests of physical security cameras, VMS equipment, & LPR cameras & equipment (see Note)
- \* Quarterly physical inspections of all equipment locations. Perform routine maintenance & repairs
- \* Maintain inspection, maintenance, and repair logs. Provide records access to City as requested.

**Manufacturer Warranty & Support -**

- \* 1-Year warranty on "New" ELSAG equipment.
- \* 1-Year "software only" support on "existing" seven (7) cameras.
- \* 2-Year warranty on Axis Communications cameras
- \* 2-Year warranty on IP Configure VMS Bundle

Note - Full remote access to VMS and LPR systems to be provided and authorized by City of Freeport. The necessary system (PD IP Network) modifications and upgrades for remote access to be completed by IT Vendor, PC Care, as part of the Bid Package.

**Not Included:**

- \* Network system (LAN)
- \* Replacement parts & components not covered by manufacture warranty
- \* Expedited shipping costs for replacment parts or factory repair
- \* Damage due to vandalism, accidents, and weather

Signal Electronics Inc

1744 W 4th, Suite 202  
Freeport, TX 77541

City of Freeport  
LPR Expansion - PSGP 2014

**Alternate Bid Pricing**

- \* Refer to Vol. I - Technical Proposal dated March 18, 2016 for additional details including 2.3 Assumptions & Exceptions
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| Site >>>        | PD & SYS         | Pine Bridge     | 288 Bridge       | FM 523           | FM 1495          | 36 Bridge        | Total             |
|-----------------|------------------|-----------------|------------------|------------------|------------------|------------------|-------------------|
| <b>Material</b> | 48,063.81        | 0.00            | 49,182.90        | 20,130.88        | 37,318.79        | 34,723.36        | 189,419.74        |
| <b>Labor</b>    | 32,359.82        | 1,935.36        | 3,870.72         | 9,352.00         | 14,369.60        | 12,438.72        | 74,326.22         |
| <b>Other</b>    | 7,661.50         | 0.00            | 5,048.40         | 2,464.00         | 5,605.59         | 5,493.60         | 26,273.09         |
| <b>Total</b>    | <b>88,085.13</b> | <b>1,935.36</b> | <b>58,102.02</b> | <b>31,946.88</b> | <b>57,293.98</b> | <b>52,655.68</b> | <b>290,019.05</b> |

**Maintenance, Support & Warranty**

**Included with Alternate Bid Package:**

**Signal Electronics 2-Year Maintenance & Support Plan -**

- \* Maintenance, support, inspection and repair of entire Freeport Security & Surveillance Network (Phase I & II)
- \* Emergency & Non-emergency repairs (ref. Vol I - Tech Proposal - Apx B, *minimum 4-hour response time*)
- \* Bi-monthly system tests of physical security cameras, VMS equipment, & LPR cameras & equipment (see Note)
- \* Quarterly physical inspections of all equipment locations. Perform routine maintenance & repairs
- \* Maintain inspection, maintenance, and repair logs. Provide records access to City as requested.

**Manufacturer Warranty & Support -**

- \* 1-Year warranty on "New" ELSAG equipment.
- \* 1-Year "software only" support on "existing" seven (7) cameras.
- \* 2-Year warranty on Axis Communications cameras
- \* 2-Year warranty on IP Configure VMS Bundle

Note - Full remote access to VMS and LPR systems to be provided and authorized by City of Freeport. The necessary system (PD IP Network) modifications and upgrades for remote access to be completed by IT Vendor, PC Care, as part of the Bid Package.

**Not Included:**

- \* Network system (LAN)
- \* Replacement parts & components not covered by manufacture warranty
- \* Expedited shipping costs for replacment parts or factory repair
- \* Damage due to vandalism, accidents, and weather

Signal Electronics Inc

1744 W 4th, Suite 202  
Freeport, TX 77541



City of Freeport  
LPR Expansion - PSGP 2014  
**Alternate Bid Pricing**

**System Description Summary:**

Freeport Police Station

- \* Replace sixteen (16) analog cameras with digital IP cameras
- \* Reconfigure rack and cabling as specified by David Fernandez to PC Care
- \* Upgrade Honeywell software for audio recording & relocate access control client workstation
- \* Install IP Configure Orchid VMS Bundle

Dow/288 Site

- \* Install three (3) additional ELSAG LPR cameras and one (1) FCU for outbound traffic lanes

J Street & Pine St Bridge Sites

- \* Remove ELSAG LPR camera and FCU for installation at new site

Hwy 36 Bridge

- \* Install forty (40) foot approved pole on north side of bridge (same as on south side now)
- \* Connect existing FCU (south pole) to two (2) new LPR cameras on north pole for westbound traffic lanes

FM523

- \* Install forty (40) foot approved pole, two (2) ELSAG LPR cameras and one (1) FCU
- \* Supply twenty (20) foot utility pole and provisions for AC power connection.

FM1495

- \* Install forty (40) foot approved pole, two (2) ELSAG LPR cameras, and one (1) FCU
- \* Supply twenty (20) foot utility pole and provisions for AC power connection.

**\* THE PROJECT IS MORE FULLY DESCRIBED IN "EXHIBIT A" OF 24 PAGES ATTACHED AND INCORPORATED**

City of Freeport Authorized Signature

\_\_\_\_\_

Date \_\_\_\_\_

Signal Electronics Authorized Signature

\_\_\_\_\_

Date \_\_\_\_\_

Signal Electronics Inc

1744 W 4th, Suite 202  
Freeport, TX 77541



City of Freeport, Texas  
430 North Brazosport Boulevard  
Freeport, Texas 77541  
Attn: Chief of Police

LPR Camera Expansion – PSGP 2014  
FSSN Phase II  
April 4, 2016

Vol. I - Technical Proposal  
and attached  
Vol. I – Pricing Proposal Base Bid  
Vol. II – Pricing Proposal Alternate Bid

Original

Submitted by:



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## ***“The Local, Qualified, & Prepared Choice”***

### **LPR Camera Expansion – PSGP 2014**

1. Signal Electronics is a locally owned and operated company and was selected as prime contractor for Phase I of the Freeport Security & Surveillance Network installed in 2013. At a cost substantially lower than all other bidders, Signal completed the project on time and on budget using a team of local vendors. Signal has provided all service, maintenance, and warranty support for the system.
2. Post installation of Phase I, Signal has taken significant steps to further enhance its ability to service the City of Freeport Security System.
  - A. A wireless mesh is the backbone of the network. Signal sent three technicians to factory training and all received Firetide Wireless Mesh Professional Certifications.
  - B. Axis Communications cameras were deployed both in the field and at the Police Department. Signal sent a technician to factory training and is now an Axis Certified Professional.
  - C. Signal Electronics has received licensing by the Texas Department of Public Safety as *Security Contractor – Alarm Systems Company & Electronic Access Company*. License B19298
3. Signal has taken steps to prepare for Phase II, LPR Camera Expansion, and is uniquely positioned should we be awarded the bid.
  - A. We have assembled the same local vendor team used for Phase I and they are prepared and ready to start the new project immediately.
  - B. Have surveyed all sites with the Security Consultant, Civil Engineer, and City Codes Officer.
  - C. Have been in close contact with the LPR equipment manufacturer, ELSAG, and have received their commitment to provide a technician/engineer to perform a pre-installation survey at no cost to the City. Our bid includes the costs to cover a factory technician to test, calibrate, and certify the installation upon completion.
  - D. We have secured the services, as recommended on bid specs, of local computer company, PC Care, to perform all required modifications and upgrades to the Police Department IP network.
  - E. We have been in contact with the department's IT Officer, David Fernandez, and have addressed all concerns in our proposal.
4. Signal has pre-negotiated favorable terms with key equipment suppliers and made all necessary arrangements for the required financial support necessary to complete this project.
5. Equipment manufacturers provide a one-year warranty that does not include field service or maintenance. As part of our bid, Signal Electronics will provide all necessary service and support for one-year following completion of the project.

Signal started in Freeport in 1982 and has deep roots in the community. A portion of the proceeds from Phase I was used to purchase commercial property in Freeport and plans are to complete our build-out after Phase II and move in to our new facility. We ask that Council award the Port Security Grant LPR Expansion bid to Signal Electronics.

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## 1. Executive Summary

### 1.1. Introduction to Team Signal

Established in 1982, Signal Electronics is a Closely Held C Corporation headquartered in As owner of Signal Electronics, I look forward to working with the City of Freeport to expand the existing license plate recognition (LPR) system. In 2013 Signal was prime contractor for the initial installation of the Freeport Surveillance & Security Network, including the LPR camera system. Signal has provided all service and support for the system since completion. My primary objective is now, and always has been, to maximize the benefits for the City of Freeport, its residents, and its local businesses through enhanced electronic security measures.

Signal has once again secured commitments from local businesses to assist in execution of the project. David Truly, owner of A-Arc Electric, did an excellent job during the initial installation in 2013 and will also serve as electrical contractor in this phase. ESI Fire & Security Protection, a certified Honeywell dealer, has committed to work with us in any capacity needed in support of Honeywell products. By retaining our 2013 team, the City of Freeport will be provided the maximum level of quality, efficiency, and continuity during the LPR Expansion of 2016.

Signal Electronics is a local Freeport business and has been providing professional services and products since 1982. We're a family owned and operated small business with combined experience in excess of 100 years. In addition to building a reputation of dependability and excellent service, we are proud of the fact that in our thirty-four year history we have never had a lost time injury.

I ask that you consider our Base and Alternate Bid Proposal and award the LPR Camera Expansion – PSGP 2014 bid to Signal Electronics. We are anxious and prepared to get started and complete this project on time for the City of Freeport.

### 1.2. Solution Description

Signal proposes an integrated security solution that meets or exceeds the requirements described in the bid specifications. In addition to our Base Bid we offer an Alternate Bid as stipulated in bid specs pg. 14. We believe the Alternate Bid accomplishes all key aspects of the bid specifications plus several value-added items.

#### ***LPR Expansion***

- Provide and install the exact ELSAG cameras and FCUs specified (ref bid specs 1.02 & 1.06 pg 23-28). Signal has surveyed all existing and new locations (bid spec pg 4-9).
- ELSAG factory technician will certify and calibrate the system post installation. Two (2) days of field service are included in our proposal.
- Install (qty 3) forty foot TXDoT approved poles for cameras and (qty 2) twenty foot approved utility poles. \* Note: Per RFI response, all camera pole heights to be 40'.
- LPR equipment is fully compatible with Houston HIDTA ALPR EOC (bid spec pg 3). Our proposal includes all set-up and coordination fees.

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***Synced Audio & Video Upgrade & Workstation Relocation***

- We have secured a commitment from Honeywell technical to provide software support and upgrades, with on-site assistance from Signal tech, as specified in bid specs 1.02, B, 2 (pg 10). Successful implementation of said upgrades would provide synced audio and video recording and download capability from specific IP cameras through the Honeywell VMS program.
- Two of the primary cameras currently supplying audio and video to the alternate work-around Signal previously installed are analog and therefore not compatible with the Honeywell system even after upgrades. Our solution includes the replacement of these two (2) cameras with Axis IP cameras.
- As directed in the bid specifications (pg 10) we have included an alternate solution for the Honeywell software upgrade consisting of an analog NVR to replace the existing audio/video work around.
- Relocate Honeywell Client Workstation from conference room to dispatch. Confirm proper integration and functionality of workstation with Honeywell VMS and ProWatch Access Control (bid spec pg 10).

***Improve Connectivity of Jail Monitor Cameras (bid spec pg 10)***

- Signal has secured the services of the existing Police Department IT vendor, PC Care, to complete network changes as specified on pg. 10 of the bid specs and have coordinated this portion of the project with the IT officer, David Fernandez.
- In order for Booking (Jail Cameras) to utilize and control Honeywell VMS locally it would require the purchase of an additional Honeywell Client Workstation License. The cost for an additional client license is included in this proposal. Proper operation would rely upon successful merger of the Honeywell System into the PD LAN by PC Care.
- As an alternate to the Honeywell software solution we offer a 16-channel analog NVR with IP interconnect. This would provide a method of access by Booking via their existing PC to view and configure the jail cameras (bid spec pg 10).

## **2. Project Management Statement**

Signal's understanding of the local environment in the City of Freeport is rooted in our local presence within city limits. As a small technical company, Signal's ability to adapt rapidly, innovate, and apply the best available technology to create timely and critical solutions has been the key to supporting our commercial client base successfully for over thirty-four years. Our personnel average in excess of twenty-five years' experience in the design, installation, integration, and support of critical electronic systems.

The challenges associated with Phase II (LPR Expansion) of the City of Freeport project with regards to planning, execution, and completion within the limited time frame, fit comfortably within the scope of Signal's typical job scenario. Our extensive project specific preliminary planning and preparation, as well as our local presence and associations with other qualified local support vendors, make us uniquely suited to successfully meet the installation and performance requirements of this project.

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Team Signal's Project Manager, David Alston, will draw on the vast pool of knowledge, experience, and support of team members. Shane Pitt, formerly with system integrator CRGT, served as deputy project manager during Phase I in 2013. Shane, once again, has offered his vast expertise and experience in support of Signal during the LPR Expansion project. Team Signal's Project Manager will assume *ownership* of all facets of the operation. Our dedicated coordination of a unified team of highly qualified and motivated professionals will produce a system that enhances security and value to the City and Port of Freeport.

## 2.1. Project Management Approach

The unique combination of Signal's team leverages existing local experience with the large-scale integrator deployment processes, tools, and techniques. This will provide the structure and procedures for the four major phases: Design refinement, Installation, Integration, and Acceptance. Each phase is a distinct stage of project management and represents subsets of management activities and milestones.

### 2.1.1. Design Refinement (spec pg 11, C, 3)

During the Design Refinement Phase, Signal will work with the Consultant and City to meet the requirements of the final solution. Signal's final design considers such factors as safety standards, operational, and maintenance. Our design involves several iterations to verify that we have identified all requirements and have developed the proper solution.

### 2.1.2. Installation

Throughout the Installation Phase, Signal will coordinate the installation with the Consultant and City. We will provide oversight to team members and the physical installation of the designed equipment. As a City of Freeport business owner Signal will insure all work is performed correctly using local industry standards and appropriate materials.

During the program, Signal's Project Manager will:

- Manage the Project Plan according to the project's defined Execution in specifications Part 2 pg 54-56.
- Oversee the planned scope, budget, and schedule
- Track approved changes to scope, budget, and schedule by revising the project plan

### 2.1.3. Integration

To control and coordinate the integration activities for all required systems, Signal will:

- Create a detailed system architecture
- Develop integration plan for the LPR and video subsystem
- Develop specifications for interfaces and functions
- Maintain an accurate schedule throughout the project to properly time integration tasks
- Work closely with manufacturer partners to maximize each integrations effectiveness
- Develop test plans (spec 2.09 & 2.10)

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#### **2.1.4. Acceptance**

Signal takes a phased approach and provides reviews at key intervals of the project to ensure that at project completion, everything is working and installed as was agreed upon without having to dedicate a lot of time at the end of the project and delay substantial completion and final acceptance... The acceptance milestones that will be used for this project are:

- Acceptance of System Design
- Acceptance of Field Device Installation
- Acceptance of LPR System
- Final Project Acceptance

Upon reaching each milestone, Team Signal will review the deliverable or completed system component with the Consultant and/or the City's designated representative. Due to the expiration of grant funding there is limited time available to complete this project. Signal will handle deficiencies as punch list items.

#### **2.1.5. Communication**

One of the most important factors in a successful project is proper communication. Because this project has such a short time frame, it will be critical to keep stakeholders informed. As a member of the local community and having participated in many other projects in and around the city of Freeport over the last 30 years, Signal is uniquely positioned to meet the schedule requirements most effectively.

### **2.2. Tasks to be Completed**

A critical factor in a successful project is proper communication throughout the project's lifecycle. During this project, Signal's Project Manager will:

- Perform and provide a weekly conference call with the Consultant to review project tasks
- Perform and provide status reports and participate in periodic in-process reviews

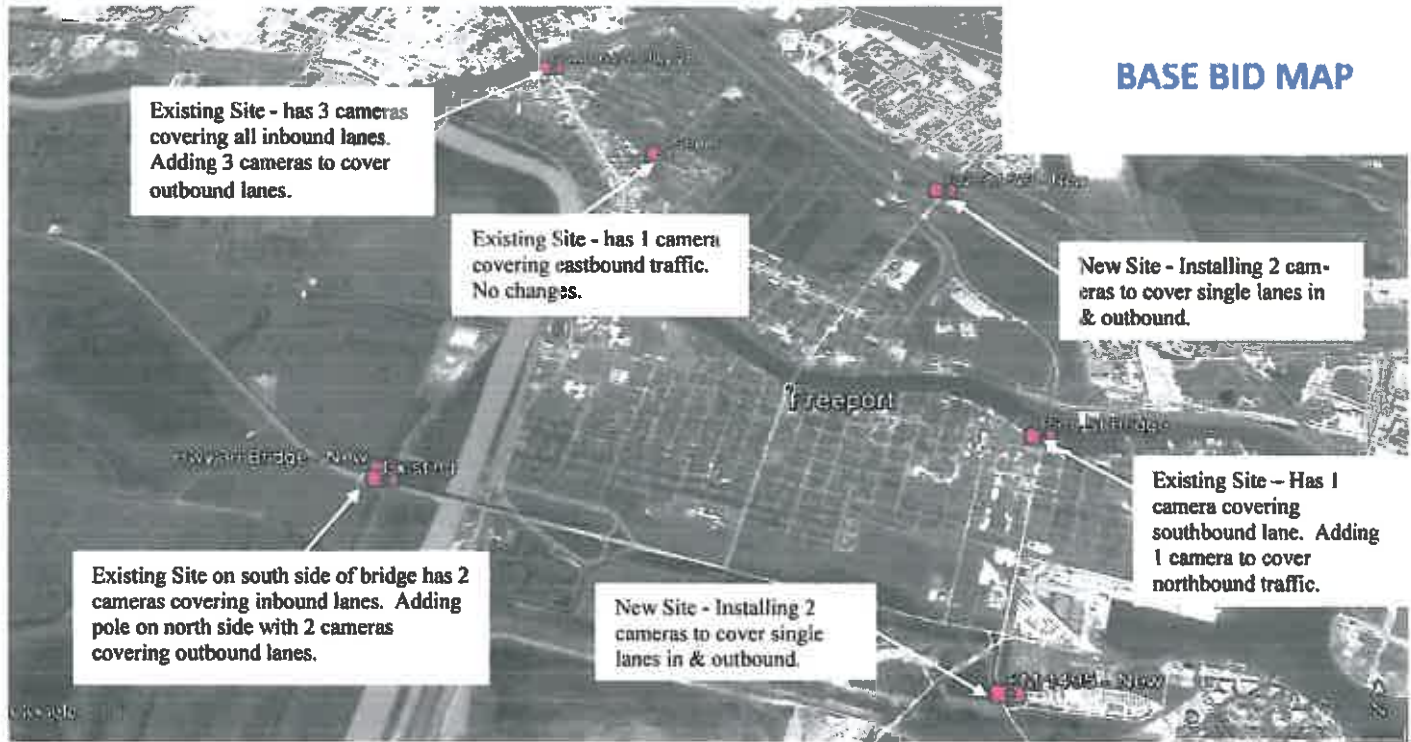
Status reports will include:

- Tasks performed for reporting period and their current status
- Tasks scheduled to be completed for the next reporting period
- Items that require the Police department or the City's intervention

#### **2.2.1. Implementation**

During this phase of the project, Signal will install the equipment and software at the different locations in and around Freeport. **Exhibit 2.2.2-1** provides a Google Earth map of the Freeport area, identifying site locations.





**Exhibit 2.2.2-1. Installation Site Locations.**

**2.2.1.1. Pine Street Bridge**

One (1) LPR camera will be added to this existing location to cover the north bound traffic. The existing FCU and battery backup system will be utilized.

**2.2.1.2. Hwy 36 Bridge**

Install one (1) 40’ approved pole on the north side of the bridge directly opposite of the existing pole. Pole foundation and associated grounding will be precisely according to TXDoT specifications. We will install two (2) additional LPR cameras on this pole to cover westbound traffic. An interconnecting cable (low voltage & video only) will be buried between the two poles using 2” conduit and following the guidelines established by TXDoT and all applicable electric codes. The existing FCU and battery backup system will be utilized.

**2.2.1.3. Dow Bridge/Hwy 288**

Install three (3) additional LPR cameras and one (1) FCU on the existing 40’ pole. Cameras will cover the northbound traffic lanes. The existing battery backup system will be utilized.

**2.2.1.4. 702 FM 523**

This is a new location. Install one (1) 40’ camera pole and one (1) 20’ utility pole at site approved and designated by the Consultant. 110VAC electric service, to be arranged for by the City, will power this site. Two (2) LPR cameras, one (1) FCU, and one (1) battery backup unit

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will be installed. Cameras will cover a single northbound and a single southbound lane of traffic. Pole foundation and associated grounding will be precisely according to TXDoT specifications.

#### 2.2.1.5 2623 FM 1495

This is a new location. Install one (1) 40' camera pole and one (1) 20' utility pole at site approved and designated by the Consultant. 110VAC electric service, to be arranged for by the City, will power this site. Two (2) LPR cameras, one (1) FCU, and one (1) battery backup unit will be installed. Cameras will cover a single northbound and a single southbound lane of traffic. Pole foundation and associated grounding will be precisely according to TXDoT specifications.

#### 2.2.2. Acceptance Testing (spec 2.10)

Acceptance Testing begins upon completion of installation and with written acceptance that all devices are working in accordance with the test plan. Further, after the required personnel have received training and training materials, the project will move into maintenance.

After the system has demonstrated full functionality in accordance with the submitted and approved test plan, Signal's Project Manager will obtain written project acceptance from the assigned City Point of Contact (POC) or authorized representative.

#### 2.2.3. System Training (spec 2.11)

Training will be provided as needed and requested by the City and Consultant. This project does not include significant new systems or components and therefore all key personnel should be trained and qualified on the system already.

#### 2.2.4. Final Completion & Acceptance (spec 2.12)

A formal acceptance inspection will occur upon satisfactory completion of the defined project milestones. Signal's Project Manager and the City's representatives will review the installation and generate a single punch list. Following satisfactory completion of the punch list, Signal will provide a formal acceptance document to the City for signature and subsequent return to Signal's Project Manager. Signal will scan the acceptance document and provide a copy to the City for record keeping. We will file the original acceptance document in our contract file following signed approval of the acceptance document. At this time, Signal will begin the maintenance portion of the contract, as defined in final award documents.

#### 2.2.5. Maintenance

Signal will provide system maintenance and support for equipment added in this LPR Expansion Project for one year. Additional optional maintenance periods and/or extended warranties will be honored according to final award documents. Remote access is a critical part of providing service and support to the system. This system functionality is to be enabled through the services provide by PC Care as directly by David Fernandez. Signal will provide Operation and Maintenance manuals, including the warranty statement for the different components. The City's local IT department and/or vendor will perform any maintenance associated with the LAN.

Team Signal's maintenance services include labor, tools, equipment, testing, and all activities required to support regular maintenance inspections. Maintenance tasks include:

#### Cameras

1. Clean the lens cover, housings, and mounting brackets for each camera.
2. Verify all mounting hardware for cameras and conduit is tightened and secure properly.
3. Clean rust and buildup and spray all exposed hardware, nuts, bolts, screws, etc. for cameras, conduit, and associated mounting hardware with spray galvanize.
4. Inspect and re-caulk/seal weatherproofing on all conduit access points and boxes where needed.
5. Test functionality of the equipment. If a piece of equipment requires repair or replacement while still under manufacturer's warranty, Signal will initiate contact of the manufacturer, and re-installing the repaired/replaced camera equipment. If out of warranty equipment requires repair or replacement, we coordinate with the City's POC an appropriate course of action.

#### Equipment Cabinets

1. Inspect and re-caulk/seal conduit entrance points.
2. Clean rust and buildup and spray all exterior exposed hardware, nuts, bolts, screws, etc. with spray galvanize on both the equipment cabinet and electrical panels.
3. Inspect the seals around the doors and repair where needed.
4. Inspect and tighten nuts, bolts, screws, etc. for equipment inside the enclosure and where the cabinet is bolted or strapped to the pole.
5. Test the batteries in the Uninterrupted Power Supply (UPS) with a multi-meter.

Team Signal's 24-hour automated on-call system notifies an on-call technician within minutes of a customer call for emergency service. We provide a special telephone number to the City for this purpose. Our automated on-call system also triggers an automatic notification to the on-call technician whenever a caller leaves a message. In addition, Signal will provide the City of Freeport Police Department with the cell phone number of Dave Alston, the owner of Signal Electronics and Signal's Project Manager. Mr. Alston will either handle the service call personally or immediately assign the call to another technician. Signal will respond to an emergency repair call from the Police Department. We will have a technician on sight in four hours or less for emergency calls and in twenty-four hours or less for non-emergency calls. **Appendix B** provides Team Signal's statement of guaranteed four-hour response time to have technicians on site when needed.

### 2.3. Assumptions and Exceptions

Team Signal makes the following assumptions in the performance of work. The schedules, estimates and costs herein are based on the assumptions identified below.

1. The project will be awarded by April 25, 2016 to maintain the aggressive schedule required to complete the project on time.
2. This proposal shall be valid for 45 days from date of submission.
3. The City LAN and WAN will remain throughout the project – stable, fully functional, and maintaining required bandwidth necessary to support Signal's solution.

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4. The City will provide all required IT, LAN/WAN services required to install and interface hardware and software supplied in bid. Signal will provide all hardware and software as specified in Volume I Pricing and Volume II Technical. Signal will provide access as needed to hardware and software suppliers. Maintaining continuity, assuring system integrity, and maximizing security will all be achieved by having the City's current IT people be the only ones involved with this portion of the project.
5. Signal is not required to administer, configure, or maintain City's LAN/WAN systems (hardware or software). If the City's LAN/WAN require any administration or upgrade to meet the requirements of the proposed solution, a change order will be submitted and approved prior to such administration and upgrades to the City's LAN/WAN being installed.
6. The Police Department will provide appropriate and adequate facilities, access, and any required equipment, at no cost to Signal, for any provided training as described herein.
7. The Police Department will provide, at no cost to Signal, all required escorts and lane closers throughout the project, as needed, to enable and ensure timely completion of all project related tasks.
8. All sites will be made available and accessible, as necessary for project installation, data collections, and coordination.
9. The City will obtain permission and coordinate access between the stakeholders necessary to perform all tasks.
10. The City will provide an overall singular point of contact for this project.
11. Any delay in the project that is caused by the City, its stakeholders, or for any other reason outside of Signal, its team members, or its suppliers' control, shall be considered cause for Signal to invoice, additionally, for lost productivity. Lost productivity costs shall include but are not limited to: Labor, Per Diem, and Travel expenses.
12. The City POC will provide confirmation of readiness of all Video Management System to be integrated into the Command and Control system.
13. The City POC will provide camera title schedule to be provided for all existing cameras to be integrated into the solution and their geographic position.
14. Manufacturer Warranty on hardware provided by Signal is valid 1 year from the date of purchase.
15. Signal will transfer all unexpired manufacturer warranties to the City upon system acceptance.
16. Signal warrants the installation for a period of one year from date of installation.
17. The products will perform substantially in accordance with published specification, current at the time of delivery. Signal does not warrant that the functions of the products will meet any particular requirements or that their operation will be entirely error-free or that all program defects are capable of correction or improvement. All other warranties



- including any implied warranties of merchantability, satisfactory quality, or fitness for purpose or ability to achieve a particular result are hereby excluded. In the absence of fraud, no oral or written information or advice given by Signal or its agents or licensees
18. Signal will reasonably assist the City with troubleshooting system errors. However, should the fault of the error be caused by a system or component that was not installed by Signal, Signal shall cease troubleshooting the error and invoice the City at a rate of rate of \$108 per hour for time spent troubleshooting. Any additional time spent troubleshooting or fixing system error not caused by a component installed by Signal will be handled via Change Order.
  19. For the duration of this project (installation and warranty/maintenance). A method of remote connection will be provided to Signal. Remote connection must facilitate file upload and download. Acceptable forms of remote connection are [www.logmein.com](http://www.logmein.com) or Virtual Private Network (VPN).
  20. The City POC will provide a list of key holders, working hours, and phone numbers.
  21. Signal work performance shall occur primarily during normal work hours: Monday through Friday, 8am to 5pm. Should it become necessary for access outside normal business hours in order to expedite tasks, city will make every possible effort to accommodate Signal and its subcontractors.
  22. The City POC will provide a User list by operations (i.e., Operator and Administrator).
  23. City will have 10 days (\*less if specifically required & stated due to time schedule) to review and comment on all submitted deliverables/documents. Signal will then incorporate provided edits, as appropriate, within 10\* days and the document(s) will be considered final and approved. Should the City not provide feedback/edits/comments within the 10\* day period, the submitted document(s) will be considered accurate, final, and approved/accepted.
  24. Any and all change management issues shall be addressed in writing, costed separately, agreed to by all parties involved and performed only by full execution of an appropriate change order.
  25. Signal's proposal includes a best effort estimate of potential expenses involved with the Texas Department of Transportation (TXDOT) property. Until such time the City of Freeport, with support from Signal, obtains all required permits, authorizations, and regulations, the actual cost of access and electrical work cannot be fully determined without TXDOTs approval. Signal will work diligently to obtain verification of any potential and substantial costs increases in this regard and, reserves the right to re-estimate both the schedule and the cost for this project.
  26. Delays due to issues with TXDOT are not the responsibility of Signal.
  27. City is responsible for arranging and securing all necessary permits and permissions from TXDOT. This includes any specifications, restrictions, and requirement regarding poles,

- power cables, and equipment at each site. Signal will work with City and/TXDOT as needed to obtain permits and permissions. In order to complete the project within the limited time frame given, it is expected that all such permits and permissions will be completed within two weeks of bid award date.
28. City is responsible for arranging four (2) electrical service drops from power company. Signal will provide standard service/meter pole. It is expected that said power drops will be completed no later than 4/29/2016.
29. Contractor (Signal) is not responsible for Civil Engineer Drawings if required for any reason. Including for permitting with TXDOT.
30. All issues in dispute under this Agreement shall be submitted to mediation. On written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.
- Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of the first meeting.
  - Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties. Any third party mediator designated to serve in accordance with the provisions of this Agreement shall be disinterested, shall be qualified to evaluate the performance of both parties, and shall be familiar with the design and construction process.
  - The procedure outlined in this Paragraph is an "informal" process aimed at resolving disputes between parties to the Agreement as expeditiously as possible. This process shall be considered as a condition precedent to moving to arbitration or judicial process.
31. Any dispute or controversy arising under or in connection with this Agreement, which cannot be settled by mediation as set forth above, shall be settled by arbitration to be held in the State of Texas in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
- The award or decision of the arbitrator, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
  - Final decision by the arbitrator(s) must be made within ninety (90) days from the date the arbitration proceedings are initiated.
  - The prevailing party shall be awarded reasonable attorney's fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator(s) for good cause determine otherwise. Costs and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator for good cause determine otherwise.

### 3. Experience

#### 3.1. Port Freeport, Texas

|   |                      |
|---|----------------------|
| Name of Project   | Port Freeport, Texas |
| Contact Name  | Ben Westerlin        |
| Contact Telephone Number  | (979) 665-6348       |
| Beginning and End Dates   | 10/07/2010 - 2012    |
| <p><b>Contract Relevancy to LPR Expansion Project:</b><br/>           The Port of Freeport project required the repair and upgrade of the tower facilities to provide physical security surveillance and detection systems, maritime domain, port and coastal security and port operations. As the project lead subcontract to CRGT, Signal provided the installation and support services of the cameras radar at the two tower locations.</p> <p>Signal supported the project schedule to meet Port Freeport’s unique project requirements which included a short time frame due grant expiration. Signal provided tools and techniques that enabled the team to execute the project effectively.</p> <p>The project plan was designed to promote active participation among Port Freeport’s designated project personnel, technical staff and Port management. Successful partnering required effective scope management, solution definition, and knowledge transfer.</p> <p>Signal was a key part of the overall project plan and was required to provide several sub-contractors to meet all aspects of the project. For example, during the design phase Signal provided site and environmental requirements, equipment qualification requirements, safety/fire protection requirements, reliability/operability requirements, codes and standards, and essential client needs. The project plan also included identification of applicable construction, operations, testing, and maintenance requirements, all of which were successfully supported by Signal.</p> |                      |

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### 3.2. City of Freeport

|  |  |
|--|--|
| Name of Project  | Freeport Security & Surveillance Network - Enhanced Waterfront and Shore Surveillance System |
| Contact Name:<br>Contact Telephone Number  | Chief Dan Pennington<br>979-824-9593   |
| Beginning and End Dates  | 03/26/2013 -Present  |
| <p>Signal Electronics was prime contractor for the FSSN 2013, funded in part by FEMA PSGP YR2008 to enhance maritime domain awareness through increased security measures within the City of Freeport.</p> <p>Signal was key in the design, planning, and implementation of the system that included the license plate recognition (LPR) system. The project had an extremely tight time deadline due to grant stipulations. Signal completed the project on time and on budget.</p> <p>Signal Electronics has provided continuing support and maintenance for the system.</p> |  |



## Appendix A Resumes

### A1 Project Manager: David A. Alston

#### 1. Summary of Relevant Experience

Mr. Alston has extensive experience in all phases of business relating to electronic communications, navigation systems, and observation technologies. He is accomplished in development and management of business critical information systems, technical networks, and peripheral components. He possesses communications skills to collaborate comfortably on all business levels while effectively directing systems, processes, operating procedures and documentation. Mr. Alston is an electronics technician by trade with more than 30 years of experience owning and operating a small technical business that provides on-site service and installation for operations critical systems and equipment.

#### 2. Education & Training

- Associate Degree United Electronics Institute in Dallas Texas – 1972

#### 3. Credential / Certifications

- Advanced Technician - National Business Radio – 1981
- Senior Grade Technician - National Marine Electronics Association – 1980
- 1st Class FCC Radiotelephone with Radar Endorsement – 1972

#### 4. Highlighted Professional Experience

##### **Signal Electronics**

**June 1982 – Present**

##### **Business Owner**

Mr. Alston established Signal Electronics in Freeport, Texas and developed a core clientele initially consisting of offshore service vessel operators and commercial radio system users. He grew the business from a one-man operation to multiple locations with technicians providing 24 hour fast-response service to critical navigation and communication systems. He initiated business expansion and evolution to include cellular and paging to become the largest authorized agent in Brazoria County. He designed and fabricated custom long-range voice and data communication consoles for overseas deployment in a hostile environment. Mr. Alston planned, coordinated, and installed large-scale communication and navigation systems on multiple commercial and recreational offshore vessels. He designed and supplied discrete and secure communications and observation systems for commercial vessels operating in international waters. He installed and integrated remote access observation systems, including thermal vision cameras. Mr. Alston provided energy analysis and installation of multi-point control systems in commercial buildings. He teamed with a large-scale federal contractor for installation and maintenance of electronic observation system in the Port of Freeport. He provided key input on system design and integration of the Freeport Security & Surveillance Network and in 2013 his company was awarded the contract for installation, maintenance, and support.

##### **Gulf Radiotelephone & Electronics**

**August 1972 – June 1982**

##### **Electronics Technician and Manager**

Mr. Alston installed and serviced communication and navigation electronics on inland and offshore vessels. He initiated operations and served as branch manager in Freeport and on the board of directors.

## 5. Hardware & Software

**Hardware:** Various radar, communications, wireless, and observation equipment from manufacturers such as Firetide, KVH, Furuno, Raytheon, Vertex, Icom, Motorola, Pelco, Speco, and Flir.

**Software:** Microsoft Office Suite, QuickBooks

### A2 Deputy Project Manager: Shane Pitt

#### 1. Summary of Relevant Experience

Mr. Pitt is a driven technical professional with exceptional leadership and project management skills. He has proven ability to effectively plan, coordinate, and meet deadlines of multiple projects. He is skilled in designing, planning, and directing projects using current industry approaches. Mr. Pitt is goal oriented, customer focused, and tenacious, committed to implementing quality solutions on time and within budget. He has comprehensive experience in project planning, budgeting, and implementing effective cost controls. He has managed projects that include installations of security systems, cameras/CCTV, access controls, and integration of various systems, as well as quality control/quality assurance. With an electrical/construction background, Mr. Pitt's abilities include system installation from the ground up.

#### 2. Education & Training

- High school graduate
- Three years of electrical apprenticeship and associated class time

#### 3. Credential / Certifications

- Virginia Department of Criminal Justice Services, 2011
- OSHA 30 hour card, 2010
- Nice System, 2008
- Galaxy Control Systems, 2006
- Identicard, IdentiPASS system, 2005
- Pelco, 2004
- Software House, 2002

#### 4. Highlighted Professional Experience

**CRGT Inc. (formerly CIBER Federal)**

**June 2010 – 2014**

**Director Operations Manager/Project Delivery Leader**

Mr. Pitt is an experienced Project Manager on several projects to include Port of Freeport, Virginia Port Authority, Camden City CCTV system, City of Atlanta, and Delaware River Infrastructure Protection Project (DRIPP) in the continental U.S., as well as the Port of Ponce, Puerto Rico, and the port of Misurata, Libya. As deputy program manager, he is responsible for assuming the role of project manager for any reason David Alston is unable to perform as project manager.

## **Appendix B Statement of Guaranteed Four Hour Response Time**

The offices and shop facility for Signal Electronics is located at 1744 W 4<sup>th</sup> in Freeport. We have been in business since 1982 with a substantial portion of our business being centered around provide service to commercial offshore vessels. The very nature of our business dictates that we must be available 24/7 for emergency breakdowns of critical communication and navigation equipment on our customer's vessels.

Our typical after-hour emergency response time is less than one hour using our existing call-out phone number. When a customer leaves a brief message, our on-call technician is automatically notified and will contact the customer as they have specified. Additionally, the personal cell phone number for business owner, Dave Alston, will be provided as back up to the standard call-out system in place.

Upon request, we are happy to provide references to local companies who have relied on our fast-response service for many years and can attest to our past performance.

Signal Electronics will meet or exceed maintenance response requirements as stated in Specifications pg 15-16, D,4 & 5.

## Appendix C Bill of Materials – Base Bid

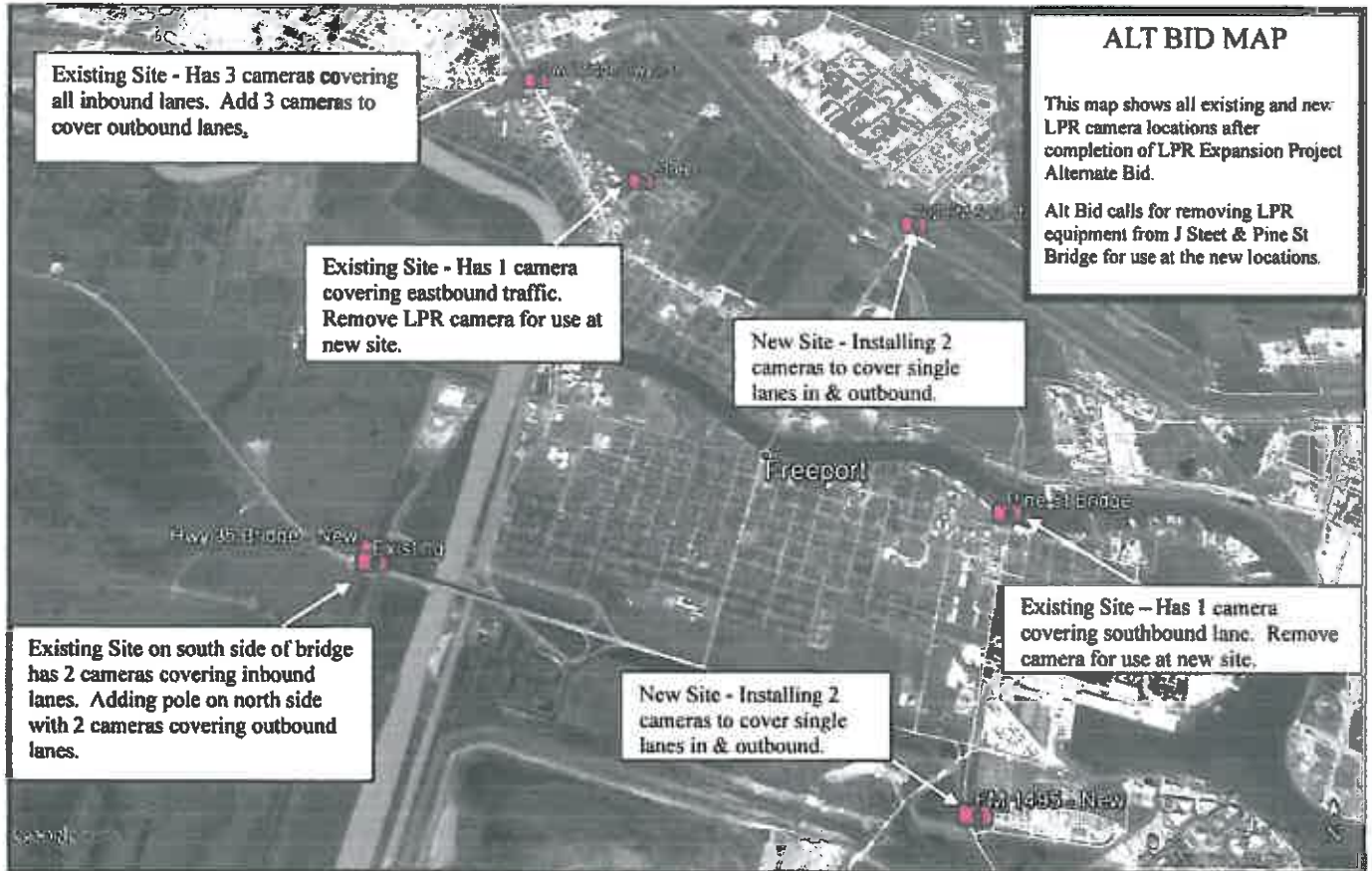
| Item                                  | Manufacturer | P/N            | Quantity |
|---------------------------------------|--------------|----------------|----------|
| LPR Camera 25/35mm 740                | ELSAG        | 421554         | 10       |
| FCU for LPR, 1-4 Cameras              | ELSAG        | 120047         | 3        |
| ASM, Pole Mount, 1 Camera             | ELSAG        | 421399         | 1        |
| ASM, Pole Mount, 3 Camera             | ELSAG        | 421572         | 1        |
| ASM, Pole Mount, 2 Camera             | ELSAG        | 421218         | 3        |
| ELSAG Ops Center                      | ELSAG        | 410322         | 10       |
| Wireless Cellular Modem               | ELSAG        | 412404         | 3        |
| Interconnect Cable, 30', FCU/Camera   | ELSAG        | 410395-30      | 8        |
| Interconnect Cable, 175', FCU/Camera  | ELSAG        | 410395-175     | 2        |
| Lighting Pole, 40', Alum              | Techline     |                | 3        |
| Utility Pole, 20', Galvanized         | Techline     |                | 2        |
| Electronic Enclosure, 24" x 24" x 10" | Saginaw      | SCE-24EL2410LP | 2        |
| Enclosure Back Plate                  | Saginaw      | SCE24P24       | 2        |
| Enclosure Thermostat                  | Saginaw      | SCE-TEMNO      | 2        |
| Enclosure Fan                         | Saginaw      | SCE-N12FA44    | 2        |
| Enclosure Filter                      | Saginaw      | SCE-N12FGA     | 2        |
| Fan & Filter Hood                     | Saginaw      | SCE-RH44       | 4        |
| Enclosure Lock & Handle               | Saginaw      | SCE-ELKL       | 4        |
| Battery, 12V, 79aH                    | MK Battery   | BA24           | 2        |
| Inverter/Charger                      | Tripp-Lite   | PV1250FC       | 2        |
| AC Outlet/Surge Protector             | Tripp-Lite   | ISOBAR4/220    | 2        |
| <u>Optional Items Below</u>           |              |                |          |
| NVR/16 Camera/ Analog/IP              | Honeywell    | HRGX162        | 1        |
| Camera, I/P, Indoor Dome              | Axis         | P-3364-V       | 2        |

## Alternate Bid

| Item                                  | Manufacturer | P/N            | Quantity |
|---------------------------------------|--------------|----------------|----------|
| LPR Camera 25/35mm 740                | ELSAG        | 421554         | 7        |
| FCU for LPR, 1-4 Cameras              | ELSAG        | 120047         | 1        |
| ASM, Pole Mount, 1 Camera             | ELSAG        | 421399         | 1        |
| ASM, Pole Mount, 3 Camera             | ELSAG        | 421572         | 1        |
| ASM, Pole Mount, 2 Camera             | ELSAG        | 421218         | 3        |
| ELSAG Ops Center                      | ELSAG        | 410322         | 7        |
| Wireless Cellular Modem               | ELSAG        | 412404         | 1        |
| Interconnect Cable, 30', FCU/Camera   | ELSAG        | 410395-30      | 7        |
| Interconnect Cable, 175', FCU/Camera  | ELSAG        | 410395-175     | 2        |
| Lighting Pole, 40', Alum              | Techline     |                | 3        |
| Utility Pole, 20', Galvanized         | Techline     |                | 2        |
| Electronic Enclosure, 24" x 24" x 10" | Saginaw      | SCE-24EL2410LP | 2        |
| Enclosure Back Plate                  | Saginaw      | SCE24P24       | 2        |
| Enclosure Thermostat                  | Saginaw      | SCE-TEMNO      | 2        |
| Enclosure Fan                         | Saginaw      | SCE-N12FA44    | 2        |
| Enclosure Filter                      | Saginaw      | SCE-N12FGA     | 2        |
| Fan & Filter Hood                     | Saginaw      | SCE-RH44       | 4        |
| Enclosure Lock & Handle               | Saginaw      | SCE-ELKL       | 4        |
| Battery, 12V, 79aH                    | MK Battery   | BA24           | 2        |
| Inverter/Charger                      | Tripp-Lite   | PV1250FC       | 2        |
| AC Outlet/Surge Protector             | Tripp-Lite   | ISOBAR4/220    | 2        |
| Camera, I/P, Indoor Dome              | Axis         | P-3364-V       | 7        |
| Camera, I/P, Outdoor Dome             | Axis         | P-3364-VE      | 1        |
| Camera, I/P, Vandal/Tamper Proof      | Axis         | Q8414-LVS      | 8        |
| VMS 32 Camera Bundle w/18TB 2U Server | IP Configure | SF2-T2-S18R5-1 | 1        |
| Midspace, 16 port                     | Axis         | 5012-014       | 1        |
| Network Switch, 24 port               | Dell         | PC5524P        | 1        |

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## Alternate Bid



Alternate Bid LPR Map

## Objectives

1. Provide alternate path to accomplish all objectives as described in Bid Specifications
2. Reduce the cost of purchasing additional LPR equipment
3. Utilize existing assets to their maximum potential
4. Accomplish specific additional goals as requested by owner representatives
5. Remedy deficiencies of existing system
6. Enhance operational tasks and increase efficiency
7. Reduce and control post installation costs for maintenance and support

## 1. License Plate Recognition (LPR)

### A. Pine Street Bridge & J Street

With the addition of the two new LPR sites, FM523 and FM1496, and inclusion of outbound lanes on existing entrance/exit points of the City, the Pine Street and J Street

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sites may play a reduced role within the LPR network. The LPR cameras and FCUs could be removed and relocated to one of the new locations rather than purchasing new equipment. Existing fixed and PTZ cameras would remain at by Pine & J Street sites.

## 2. Video Management System (VMS)

### A. Honeywell VMS and NVR

The lack of ability to record and download camera video with audio is a primary concern. Software changes/upgrades designed to remedy this deficiency is part of our Base and Alternate Bids but the actual effectiveness of the upgrades will not be known until completed.

The procedure for locating and extracting video files has been reported to be challenging at best. A faster and more efficient method for this critical process would enhance the value of the system as an investigative tool.

Access to the VMS program can only be done through a licensed client and therefore any expansion would require software and possibly hardware purchases.

### B. Camera Licensed NVR

Signal recommends the IP Configure Orchid Camera/VMS Bundle as a VMS/NVR solution. The system consists of thirty-two (32) camera licenses and an 18TB 2U Server. With the network interfacing and changes by PC Care the VMS would be fully accessible via LAN or the Internet. Since the camera is the licensed device, there are no additional license fees for unlimited points of access (level determined by Administrator). This would be a solution for jail camera viewing at Booking as well as investigator access from their existing workstations at the PD. Outside access (Internet) via computer or smart device is also allowed at no additional cost. The entire system would run in parallel with the existing Honeywell system including an independent archive of video and audio recordings.

## 3. Analog PD Cameras

Our Alternate Bid includes replacing all sixteen (16) existing analog cameras with Axis Communications IP cameras. All indoor cameras have a built-in microphone for audio and are fully compatible with the Orchid System. Existing coax cable will be replaced with Ethernet cable. An additional twenty-four (24) port Dell switch and sixteen (16) port Axis Mid Span are included.

## 4. Maintenance

Factory warranties do not cover troubleshooting, field service, period inspections or other expenses associated with full maintenance and support. Maintenance and repair on items purchased through the LPR Expansion –PSGP 2014 is included at no additional cost in Signal's Base and Alternate Bid proposals. Adding the two-years of maintenance and

support will cover all related costs (system wide, not just LPR) except for parts/equipment not covered by warranty.

Without regular inspections and safeguards, automated systems may experience a failure resulting in the loss of critical data. As part of our 2-year maintenance plan Signal will verify all camera operations and primary system functions on a bi-monthly basis at minimum. We will make quarterly site visits for inspections and maintenance. We will maintain inspection logs and service reports and make them available upon request. Remote access will be required (ref. Technical Vol I, 2.3 *Assumptions & Exceptions*, 19).

### Base vs Alternate Bid Summary

- Purchase quantity of LPR cameras reduced by three (3)
- Purchase quantity of LPR FCUs, and associated equipment reduced by two (2)
- Eliminate need to replace two (2) analog cameras for Honeywell upgrade
- Replacement of all analog cameras in PD with IP cameras
- IP Configure Orchid VMS Bundle purchase
- Includes full 2-year system wide maintenance plan

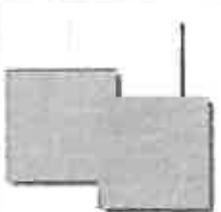



**Prepared For**

Signal Electronics  
 Dave Alston  
 1744 West 4th Street, Suite 202  
 Freeport, TX 77541  
 dave@SignalElectronics.com

**Prepared By**

Jason Oakes  
 Phone: 979-297-1117  
 Email: jason@pccare-inc.com

**Quote #: 2815**

| Cabling   | Qty   | Description  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
|---|---|--|-----|-------------|----|---|----|---|---|----------------------------------|---|--|---|---------------------------|---|---------------------------------------|---|---------------------------------|---|-------------------------------------|---|--------------------------------|---|------------------------------------|----|-------------------------------------|----|------------------------------------|----|-----------------------------------|---|----------------------------------|---|---|---|---------------------------|---|---|
|    | 1   | <p><b>Cabling</b></p> <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>64</td> <td>Cable relocation from cabinet to 7ft rack</td> </tr> <tr> <td>20</td> <td>Cat6 Data Segment Installation (replace short cable in MDF)</td> </tr> <tr> <td>2</td> <td>Panduit Cat6 48 Port Patch Panel</td> </tr> <tr> <td>2</td> <td>Panduit Vertical Single Sided Wire Manager</td> </tr> <tr> <td>3</td> <td>Chatsworth 10'x12" Runway</td> </tr> <tr> <td>1</td> <td>Chatsworth 12" Wall Angle Support Kit</td> </tr> <tr> <td>3</td> <td>Chatsworth Triangle Support Kit</td> </tr> <tr> <td>1</td> <td>Chatsworth Rack to Runway Top Plate</td> </tr> <tr> <td>1</td> <td>Chatsworth Junction splice Kit</td> </tr> <tr> <td>1</td> <td>Chatsworth Rack Mount Vented Shelf</td> </tr> <tr> <td>24</td> <td>General Cat6 1ft Patch Cord (Black)</td> </tr> <tr> <td>80</td> <td>General Cat6 1ft Patch Cord (Blue)</td> </tr> <tr> <td>24</td> <td>General Cat6 10R Patch cord (Red)</td> </tr> <tr> <td>1</td> <td>MDF Build-out and Clean up Labor</td> </tr> <tr> <td>1</td> <td>Miscellaneous Costs (ty wraps, tape, bolts, ect...)</td> </tr> <tr> <td>3</td> <td>Flextray (4" x 12" x 10')</td> </tr> <tr> <td>1</td> <td>Flextray Above Ceiling Installation Labor</td> </tr> </tbody> </table> | Qty | Description | 64 | Cable relocation from cabinet to 7ft rack | 20 | Cat6 Data Segment Installation (replace short cable in MDF) | 2 | Panduit Cat6 48 Port Patch Panel | 2 | Panduit Vertical Single Sided Wire Manager | 3 | Chatsworth 10'x12" Runway | 1 | Chatsworth 12" Wall Angle Support Kit | 3 | Chatsworth Triangle Support Kit | 1 | Chatsworth Rack to Runway Top Plate | 1 | Chatsworth Junction splice Kit | 1 | Chatsworth Rack Mount Vented Shelf | 24 | General Cat6 1ft Patch Cord (Black) | 80 | General Cat6 1ft Patch Cord (Blue) | 24 | General Cat6 10R Patch cord (Red) | 1 | MDF Build-out and Clean up Labor | 1 | Miscellaneous Costs (ty wraps, tape, bolts, ect...) | 3 | Flextray (4" x 12" x 10') | 1 | Flextray Above Ceiling Installation Labor |
| Qty   | Description   |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 64  | Cable relocation from cabinet to 7ft rack                   |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 20  | Cat6 Data Segment Installation (replace short cable in MDF) |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 2   | Panduit Cat6 48 Port Patch Panel                            |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 2   | Panduit Vertical Single Sided Wire Manager                  |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 3   | Chatsworth 10'x12" Runway                                   |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 1   | Chatsworth 12" Wall Angle Support Kit                       |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 3   | Chatsworth Triangle Support Kit                             |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 1   | Chatsworth Rack to Runway Top Plate                         |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 1   | Chatsworth Junction splice Kit                              |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 1   | Chatsworth Rack Mount Vented Shelf                          |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 24  | General Cat6 1ft Patch Cord (Black)                         |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 80  | General Cat6 1ft Patch Cord (Blue)                          |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 24  | General Cat6 10R Patch cord (Red)                           |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 1   | MDF Build-out and Clean up Labor                            |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 1   | Miscellaneous Costs (ty wraps, tape, bolts, ect...)         |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 3   | Flextray (4" x 12" x 10')                                   |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
| 1   | Flextray Above Ceiling Installation Labor                   |  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
|  | 1   | <p>CyberPower Smart App Sinewave 1000VA Rack-mountable UPS - 1000VA/750W - 18 Minute Full Load - 8 x NEMA 5-15R - Battery/Surge-protected</p>  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
|  | 1   | <p>Dell Networking N1524, 24x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC</p> <ul style="list-style-type: none"> <li>RPS720 External Redundant PSU for N1524 and N1548 non-POE Switches (each RPS720 supports 4 switches)</li> <li>(2) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13</li> </ul>  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |
|  | 1   | <p><b>Professional Services</b></p> <ul style="list-style-type: none"> <li>Configure network for communication between camera and PD LAN*</li> <li>Move 3 existing switches from cabinet to 2 post rack</li> <li>Install new Dell switch into top of cabinet for server connectivity</li> </ul> <p>*This quote does not include labor to reassign IP addresses to any camera network hardware or troubleshooting existing network issues.</p>  |     |             |    |   |    |   |   |                                  |   |  |   |                           |   |                                       |   |                                 |   |                                     |   |                                |   |                                    |    |                                     |    |                                    |    |                                   |   |                                  |   |   |   |                           |   |   |



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

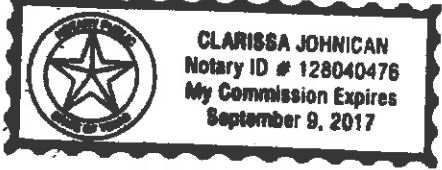
|  |  |  |  |
|--|--|--|--|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.  |  | <b>OFFICE USE ONLY<br/>CERTIFICATION OF FILING</b> |  |
| <b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b><br>Signal Electronics Inc<br>Freeport, TX United States  |  | Certificate Number:<br>2016-32319                  |  |
| <b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b><br>City of Freeport  |  | Date Filed:<br>03/29/2016                          |  |
| <b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b><br>LRPEXP<br>Surveillance and security products and services |  | Date Acknowledged:                                 |  |

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Signal Electronics Inc   | Freeport, TX United States               | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |


**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

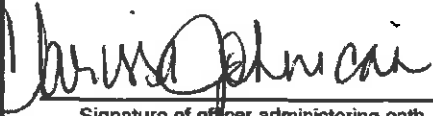


AFFIX NOTARY STAMP / SEAL ABOVE



Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said David Alan Alston, this the 30<sup>th</sup> day of March, 2016, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Clarissa Johnican

Printed name of officer administering oath

MC

Title of officer administering oath

**AN ORDINANCE**

**PROHIBITING THE USE OF DESIGNATED GROUNDWATER FROM BENEATH CERTAIN PROPERTY LOCATED AT AND AROUND 427 AND 435 COMMERCE STREET IN FREEPORT, TEXAS AND SUPPORTING CERTIFICATION OF A MUNICIPAL SETTING DESIGNATION BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

**WHEREAS**, pursuant to Section 551.005(a) of the Texas Local Government Code, for the purpose of establishing and enforcing a municipal setting designation, the governing body of a municipality may regulate the pumping, extraction, or use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, to prevent the use of or contact with groundwater that presents an actual or potential threat to human health; and

**WHEREAS**, the city council finds that:

(1) The eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;

(2) This municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the City of Freeport;

(3) There is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and

(4) This municipal setting designation ordinance is necessary because the concentration of chemicals of concern exceed concentrations considered safe for human ingestion; and

**WHEREAS**, passing this municipal setting designation ordinance will encourage the redevelopment of the designated property consistent with the goals of the City;

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

SECTION 1. That for purposes of this municipal setting designation ordinance, the “designated property” means the property located at and around 427 and 435 Commerce Street, within the corporate limits of the City of Freeport, that is more particularly described in Exhibit A attached hereto.

SECTION 2. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 100 feet.

SECTION 3. That use of the designated groundwater from beneath the designated property as potable water, as defined in Section 361.801(2) of the Texas Health and Safety Code, and the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

SECTION 4. That the City Council supports the application to the Texas Commission on Environmental Quality for certification of a municipal setting designation for the designated property.

SECTION 5. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal, state, and local statutes, ordinances, rules, and regulations relating to environmental protection, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 6. That approval of this municipal setting designation ordinance shall not be construed to subject the City of Freeport to any responsibility or liability for any injury to persons or damages to property caused by any chemical of concern.

SECTION 7. That within 60 days after adoption of this municipal setting designation ordinance, the City Manager, or his designee, shall cause to be filed a certified copy of this municipal setting designation ordinance in the deed records of Brazoria County.

SECTION 8. That the City Manager, or his designee, shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 9. That a violation of Section 3 of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

SECTION 10. That should any Article, Section, Part, Paragraph, Sentence, Phrase, Clause, or Word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

SECTION 11. That this Ordinance shall take effect immediately from and after its passage and the publication in accordance with the provisions of the Charter of the City of Freeport.

PASSED AND APPROVED by the City Council of Freeport on this \_\_\_\_ day of \_\_\_\_\_, 2016.

EXHIBIT A  
To Municipal Setting Designation Ordinance  
Legal Description of Designated Property

**BRAZORIA COUNTY TEXAS**

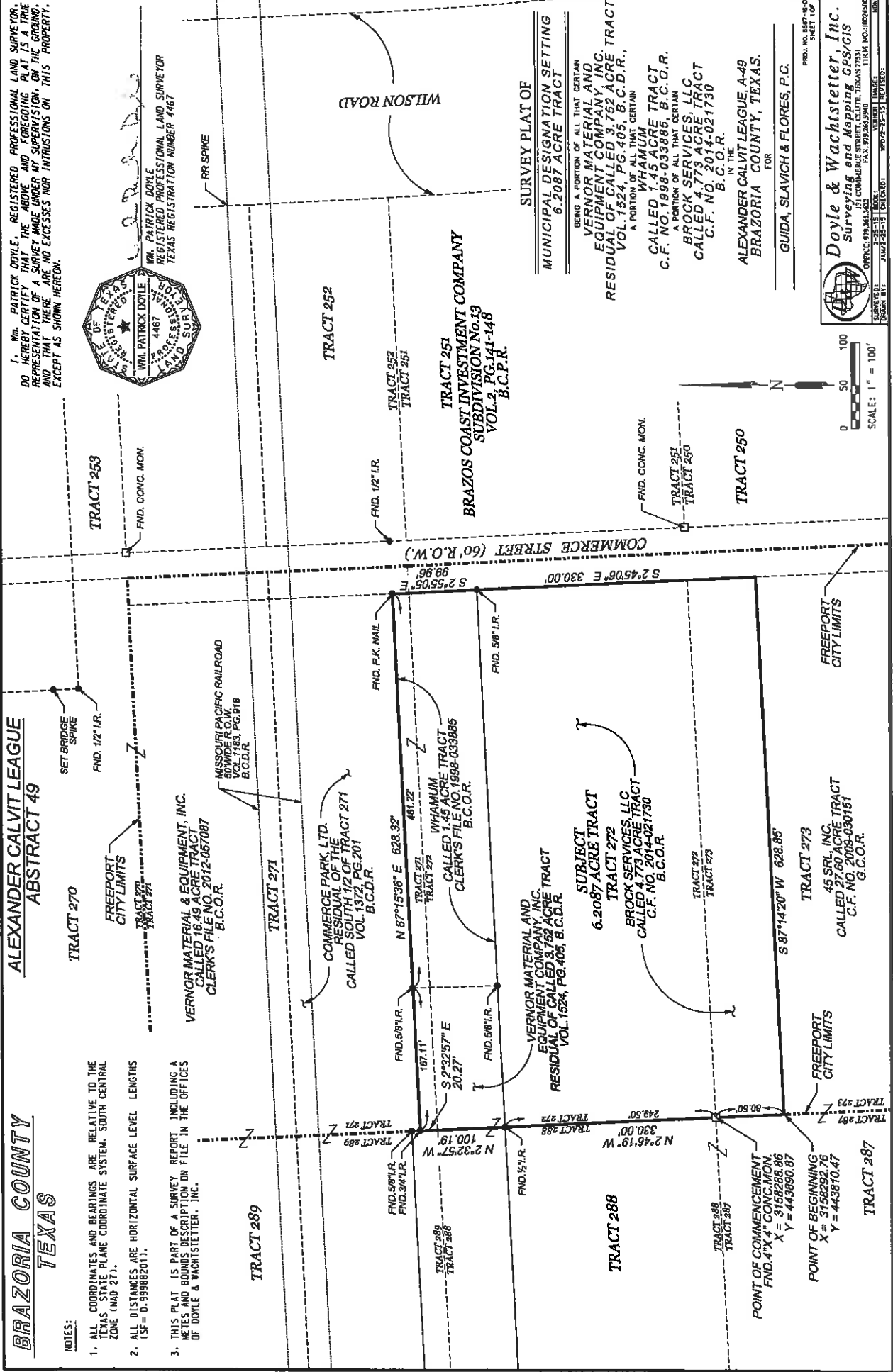
**ALEXANDER CALVIT LEAGUE ABSTRACT 49**

I, Wm. PATRICK DOYLE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING SURVEYING INSTRUMENTS ARE TRUE AND CORRECT AND THAT I HAVE NOT BEEN CONVICTED OF ANY CRIME INVOLVING FRAUD OR PERJURY, EXCEPT AS SHOWN HEREON.



Wm. PATRICK DOYLE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 4467

- NOTES:**
- ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE (NAD 27).
  - ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS (SF = 0.99988201).
  - THIS PLAT IS PART OF A SURVEY REPORT INCLUDING A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICES OF DOYLE & WACHSTETTER, INC.



**SURVEY PLAT OF**  
**MUNICIPAL DESIGNATION SETTING**  
**6.2087 ACRE TRACT**  
BEING A PORTION OF ALL THAT CERTAIN  
**VERNOR MATERIAL AND**  
**EQUIPMENT COMPANY, INC.**  
**RESIDUAL OF CALLED 3.752 ACRE TRACT**  
**VOL. 1524, PG. 405, B.C.D.R.,**  
A PORTION OF ALL THAT CERTAIN  
**WHAMUM**  
**CALLLED 1.45 ACRE TRACT**  
**C.F. NO. 1998-033885, B.C.O.R.**  
A PORTION OF ALL THAT CERTAIN  
**BROCK SERVICES, LLC**  
**CALLLED 4.773 ACRE TRACT**  
**C.F. NO. 2014-021730**  
IN THE  
**ALEXANDER CALVIT LEAGUE, A-49**  
**BRAZORIA COUNTY, TEXAS.**  
FOR  
**GUIDA, SLAVICH & FLORES, P.C.**

**Doyle & Wachstetter, Inc.**  
Surveying and Mapping GPS/GIS  
OFFICE: 979-343-9425 171 COMMERCE STREET, CLUTE, TEXAS 77531  
PHONE: 979-343-9425 FAX: 979-343-9425 TIRRA NO.: 002000  
DALLAS, TX JANU 28 2014 DECEDEO W027-35-13 (REVISED) 0000



## ***Doyle & Wachtstetter, Inc***

Surveying and Mapping • GPS/GIS

**6.2087 ACRE MUNICIPAL DESIGNATION TRACT  
B.C.I.C. 13 SUBDIVISION, PART OF TRACTS 271, 272 AND 273  
ALEXANDER CALVIT LEAGUE, ABSTRACT 49  
BRAZORIA COUNTY, TEXAS  
PAGE 1 OF 2**

**ALL THAT CERTAIN 6.2087 ACRE TRACT** of land lying and situated in the Alexander Calvit League, Abstract 49, Brazoria County, Texas, being all that certain called 1.45 acre tract conveyed by deed recorded on August 14, 1998 from Vernor Material and Equipment Company, Inc., Inc. to Whamum as recorded in Clerk's File No. 1998-033885 of the Brazoria County Official Records (B.C.O.R.), a portion of all that certain called 3.752 acre tract conveyed by deed recorded on August 1, 1980 from Commerce Park, Ltd. to Vernor Material and Equipment Company, Inc., as recorded in Volume 1524, Page 405 of the Brazoria County Deed Records (B.C.D.R.), and all that certain called 4.773 acre tract conveyed by deed recorded on June 2, 2014 from Miken Specialties, Ltd. to Brock Services, LLC as recorded in Clerk's File No. 2014-021730 of the B.C.O.R. and being a portion of Tracts 271, 272 and 273 of the Brazos Coast Investment Company Subdivision No. 13 (B.C.I.C.13), as recorded in Volume 2, Page 148 of the Brazoria County Plat Records (B.C.P.R.), the herein described 6.2087 acre tract hereby conveyed and being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD27), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths (S.F.= 0.99988201) as follows:

**COMMENCING** at a 4" X 4" concrete monument with brass disc found marking the common corner of Tract 272, 273, 287 and 288 of said Brazos Coast Investment Company Subdivision No. 13, said Point of Commencement being located at Texas State Plane coordinate X=3158288.86 and Y=443890.87;

**THENCE** South 2°46'19" East, coincident with the western boundary line of said Tract 273, same being the eastern boundary line of said Tract 287, a distance of 80.50 feet to an interior corner of all that certain called 27.60 acre tract, conveyed by deed recorded on July 10, 2009 from Commerce Park, Ltd. to 45 SRL, Inc. as recorded in Clerk's File No. 2009-030151 of the B.C.O.R., for the southwest corner of said Brock Services LLC, called 4.773 acre tract and the southwest corner and the **POINT OF BEGINNING** of the herein described 6.2087 acre tract, at position X=3158292.76 and Y=443810.47;

**THENCE** North 2°46'19" West, coincident with the western boundary line of said Tract 272 and Tract 272, same being the eastern boundary line of said Tract 287 and Tract 288, a distance of 330.00 feet to a ½" iron rod found marking the northwest corner of said Brock Services, LLC, called 4.773 acre tract, located on the southern boundary line of said Vernor Material and Equipment Company, Inc. called 3.752 acre tract, for an angle corner of the herein described 6.2087 acre tract, at position X=3158276.80 and Y=444140.04;

**THENCE** North 2°32'57" West, a distance of 100.19 feet to a ¾" iron rod found marking an interior corner of said Vernor Material and Equipment Company, Inc. called 3.752 acre tract, same being the southwest corner of the called South ½ of Tract 271 conveyed by deed recorded on December 5, 1977 from B.A. Weaver, et al to Commerce Park, Ltd. as recorded in Volume 1372, Page 201 of the B.C.D.R., for the northeast corner of the herein described 6.2087 acre tract, at position X=3158272.34 and Y=444240.12;

---

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: [DW-Surveyor.com](mailto:DW-Surveyor.com)

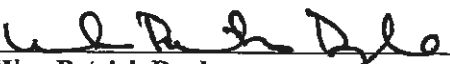
**6.2087 ACRE MUNICIPAL DESIGNATION TRACT  
B.C.I.C. 13 SUBDIVISION, PART OF TRACTS 271, 272 AND 273  
ALEXANDER CALVIT LEAGUE, ABSTRACT 49  
BRAZORIA COUNTY, TEXAS  
PAGE 2 OF 2**

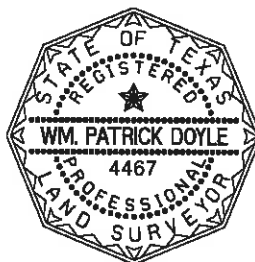
**THENCE** North 87°15'36" East, coincident with the southern boundary line of said Commerce Park, Ltd. called South ½ of Tract 271, same being the northern boundary line of said Vernor Materials and Equipment Company Inc. called 3.752 acre tract, at a distance of 167.11 feet pass a 5/8" iron rod found marking the northeast corner of said Vernor Material and Equipment Company, Inc. called 3.752 acre tract, same being the northwest corner of said Whamum called 1.45 acre tract, continuing a total distance of 628.32 feet to a P.K. nail found on the western right-of-way boundary line of 60 foot wide Commerce Street, for the northeast corner of said Whamum called 1.45 acre tract and the northeast corner of the herein described 6.2087 acre tract, at position X=3158899.87 and Y=444270.16;

**THENCE** South 2°55'05" East, coincident with the western right-of-way boundary line of said 60 foot wide Commerce Street, same being the eastern boundary line of said Whamum called 1.45 acre tract, a distance of 99.96 feet to a 5/8" iron rod found marking the southeast corner of said Whamum called 1.45 acre tract, the northeast corner of said Brock Services, LLC, called 4.773 acre tract, for an angle corner of the herein described 6.2087 acre tract, at position X=3158904.96 and Y=444170.34;

**THENCE** South 2°45'06" East, coincident with the western right-of-way boundary line of said 60 foot wide Commerce Street, same being the eastern boundary line of said Brock Services, LLC, called 4.773 acre tract, a distance of 330.00 feet to a point for northeast corner said 45 SRL, Inc. called 27.60 acre tract, the southeast corner of said Brock Services, LLC called 4.773 acre tract and the southeast corner of the herein described 6.2087 acre tract, at position X=3158920.80 and Y=443840.76;

**THENCE** South 87°14'20" West, coincident with the northern boundary line of said 45 SRL, Inc. called 27.60 acre tract, same being the southern boundary line of said Brock Services, LLC called 4.773 acre tract, a distance of 628.85 feet to the **POINT OF BEGINNING**, containing 6.2087 acre of land, more or less.

  
**Wm. Patrick Doyle**  
**Registered Professional Land Surveyor**  
**Texas Registration Number 4467**  
**October 3, 2015**



*This description is based on a survey, a plat of which, dated February 25, 2016 is on file in the office of Doyle & Wachtstetter, Inc.  
V:\Pat\Vernor Materials\MSD 6.2087 acre tract BCIC 271-273.doc*





### 380 Agreement Application

Applicant Name: Allsides Investments, LLC  
 Proposed Property Address: \_\_\_\_\_ N Ave N  
Freeport, TX 77541  
 Legal Description: Lots 8-9 Blk 757 - Velasco Townsite  
 Proposed Zoning Classification: R-2  
 Proposed Build Site Dimensions: 50ft x 125ft  
 Assessed Value: \$4,680.00 Proposed Purchase Value \$8,000.00  
 Do you own the property: YES \_\_\_\_\_ NO ✓

If NO, please propose a timeline for purchase:

Proposed Construction Dates: Start: 4/6/2016  
 Complete: 8/15/2016  
 Completed Project Valuation: \$143,000

Does your development include the following Documentation?

- Proposed Building Plans
- Photo of Elevation
- Square Footage
- Decorative Front Façade
- Driveway
- One Car Garage       Two Car Garage

**DO NOT EXPEND FUNDS BEFORE APPLICATION IS APPROVED AND EXPECT ANY FORM OF REBATE**

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

City Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

5,000.00  
Approved Rebate Value

# AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

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 Allsides Investments, LLC (the "Company"), 122 West Way, STE 408, Lake Jackson, TX 77566.

WITNESSETH:V

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, legal description: VELASCO TOWNSITE (FREEPORT, BLOCK 757, LOT 8-9 [PROPERTY ID 639736] and [GEOGRAPHIC ID 8110-3576-003] in Freeport, Texas 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 \$143,000; 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 not to exceed \$5,000 per R-1, R-2 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



If to the Company: Allsides Investments, LLC  
Attn: Tom Allen  
5265-10 CR 469  
Brazoria, TX 77422

8. 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.
9. 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.
10. The failure of any party to insist in any one or more instances on the performance 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.
11. 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.
12. 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")

Allsides Investments, LLC

CITY OF FREEPORT, TEXAS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Tom Allen

Name: Mayor Norma Moreno Garcia

TITLE: President

TITLE: Mayor City of Freeport

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: Jeff Pynes, City Manager

BY: \_\_\_\_\_

# **EXHIBIT A**

## Property Tax Status

[Begin a New Search](#)   [Go to Your Portfolio](#)   [Tax Office FAQ's](#)

Make your check or money order payable to:

Ro'Vin Garrett  
111 E. Locust  
Angleton, Texas 77515

**Shopping Cart:** For your convenience you may pay several accounts at once. Click the 'Click Here to Pay Now' button to add this account to the shopping cart. Additional accounts can be added by going a search again, then clicking the 'Click Here to Pay Now' button for each account. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you go to the Certified Payment web site.

If using Internet Explorer version 8 or later, you may experience problems adding more than four accounts to your shopping cart. Please consider using a different browser (for ex., Chrome or Firefox) to manage your shopping cart.



A Convenience Fee of up to 2.4% will be charged for all credit card payments by the vendor providing this service. For eChecks, a convenience fee of \$1.50 will be charged for each transaction. The fee covers the cost of making payments by credit card possible. The fee will appear as a charge to 'Certified Payments'. No part of this fee is retained by Brazoria County.

Unless otherwise noted, all data refers to tax information for 2015. All amounts due include penalty, interest, and attorney fees when applicable. Due to the large volume of work during heavy payment periods amounts due may not reflect payments that have been received but not yet processed.

**Account Number: 81103576003**

**Address:**

ONEILL JOVANNIE  
1518 N AVENUE N  
FREEPORT, TX 77541-3648

**Property Site Address:**

N AVE N  
77541

**Legal Description:**

VELASCO (FREEPORT), BLOCK 757, LOT 8-9,  
ACRES 0.1432

**Pending Credit Card or E-Check Payments:**

No Payment Pending

**Jurisdictions:**

BRAZORIA COUNTY  
BRAZOSPORT COLLEGE  
BRAZOSPORT ISD  
CITY OF FREEPORT  
PORT FREEPORT  
SPECIAL ROAD & BRIDGE  
VELASCO DRAINAGE DIST. NO 2

**Current Tax Levy:** \$131.03

**Current Amount Due:** \$0.00

**Prior Year Amount Due:** \$0.00

**Total Amount Due:** \$0.00

**Last Payment Amount for Current Year Taxes:** \$140.22

**Active Lawsuits:** None

**Market Value:** \$4,680

**Land Value:** \$4,680

**Improvement Value:** \$0

**Capped Value:** \$0

**Agricultural Value:** \$0

**Exemptions:** None

**Last Certified Date:** 09/27/2015

[Taxes Due Detail by Year and Jurisdiction](#)

[Payment Information](#)

[Print a Current Tax Statement](#)

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

**Tax Office:**

# **EXHIBIT B**

# HOUSEPLANS

*emailed Brent  
3/2/16*

Questions about this plan? Visit Houseplans today or call 1-800-913-2350

You can view this plan at [houseplans.com/p/430-58](http://houseplans.com/p/430-58)

Plan #430-58

*7.*



1300 sq ft 3 beds 2 baths 50' wide 44' deep

## House Features

- Main Floor Bedrooms
- Main Floor Master Bedroom
- Walk In Pantry Cabinet Pantry
- Breakfast Nook
- Storage Area
- Main Floor Laundry
- Covered Rear Porch
- Economical To Build
- Suited For Vacation Home
- Storage Area
- Main Floor Laundry

- Walk In Closet
- Split Bedrooms
- Peninsula Eating Bar
- Kitchen Island
- Great Room Living Room
- Front Entry Garage
- Covered Front Porch
- Unlimited Use
- Empty Nester
- Great Room Living Room

## Styles Classifications

Ranch

European





### 380 Agreement Application

Applicant Name: Allsides Investments, LLC  
 Proposed Property Address: Avenue N  
Freeport, TX 77541  
 Legal Description: Lots 10-11-12 BIK 757 - Velasco  
 Proposed Zoning Classification: R-2  
 Proposed Build Site Dimensions: 75' x 125'  
 Assessed Value: \$ 1,210.00 Proposed Purchase Value \$ 12,000.00  
 Do you own the property: YES  NO

If NO, please propose a timeline for purchase:  
ASAP

Proposed Construction Dates: Start: 4/16/2016  
 Complete: 8/15/2016

Completed Project Valuation: \$ 1100,1650

Does your development include the following Documentation?

- Proposed Building Plans
- Photo of Elevation
- Square Footage
- Decorative Front Façade
- Driveway
- One Car Garage       Two Car Garage

**DO NOT EXPEND FUNDS BEFORE APPLICATION IS APPROVED AND EXPECT ANY FORM OF REBATE**

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

City Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

Approved Rebate Value \_\_\_\_\_

# *AGREEMENT*

THE STATE OF TEXAS

COUNTY OF BRAZORIA

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 Allsides Investments, LLC (the "Company"), 122 West Way, STE 408, Lake Jackson, TX 77566.

WITNESSETH:V

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, legal description: VELASCO TOWNSITE (FREEPORT, BLOCK 757, LOTS 10-11-12 [PROPERTY ID 634131] and [GEOGRAPHIC ID 8110-3576-001] in Freeport, Texas 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 \$160,650; 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 not to exceed \$5,000 per R-1, R-2 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 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.
3. 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.
4. In consideration of the Company's representations, promises, and covenants, the City agrees to rebate to the Company the total sum of \$5,000.00. The City agrees to provide to the company the sum of \$5,000.00 in the form of a rebate of new revenue values created by the improvement. The City agrees to distribute the total rebate value upon the completion of the project, the issuance of a certificate of occupancy and the sale of the new single family home improvement; and
5. 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.
6. 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.
7. 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: Allsides Investments, LLC  
Attn: Tom Allen  
5265-10 CR 469  
Brazoria, TX 77422

8. 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.
9. 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.
10. The failure of any party to insist in any one or more instances on the performance 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.
11. 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.
12. 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")

Allsides Investments, LLC

CITY OF FREEPORT, TEXAS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Tom Allen

Name: Mayor Norma Moreno Garcia

TITLE: President

TITLE: Mayor City of Freeport

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: Jeff Pynes, City Manager

BY: \_\_\_\_\_

# EXHIBIT A

### Property Tax Status

[Begin a New Search](#)   [Go to Your Portfolio](#)   [Tax Office FAQ's](#)

Make your check or money order payable to:

Ro'Vin Garrett  
111 E. Locust  
Angleton, Texas 77515

**Shopping Cart:** For your convenience you may pay several accounts at once. Click the 'Click Here to Pay Now' button to add this account to the shopping cart. Additional accounts can be added by going a search again, then clicking the 'Click Here to Pay Now' button for each account. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you go to the Certified Payment web site.

If using Internet Explorer version 8 or later, you may experience problems adding more than four accounts to your shopping cart. Please consider using a different browser (for ex., Chrome or Firefox) to manage your shopping cart.



A Convenience Fee of up to 2.4% will be charged for all credit card payments by the vendor providing this service. For eChecks, a convenience fee of \$1.50 will be charged for each transaction. The fee covers the cost of making payments by credit card possible. The fee will appear as a charge to 'Certified Payments'. No part of this fee is retained by Brazoria County.

**Unless otherwise noted, all data refers to tax information for 2015. All amounts due include penalty, interest, and attorney fees when applicable. Due to the large volume of work during heavy payment periods amounts due may not reflect payments that have been received but not yet processed.**

**Account Number: 81103576001**

**Address:**

ONEILL JOVANNIE  
1518 N AVENUE N  
FREEPORT, TX 77541-3648

**Property Site Address:**

AVENUE N

**Legal Description:**

VELASCO (FREEPORT), BLOCK 757, LOT  
10-11-12 ACRES 0.2208

**Pending Credit Card or E-Check Payments:**

No Payment Pending

**Jurisdictions:**

BRAZORIA COUNTY  
BRAZOSPORT COLLEGE  
BRAZOSPORT ISD  
CITY OF FREEPORT  
PORT FREEPORT  
SPECIAL ROAD & BRIDGE  
VELASCO DRAINAGE DIST. NO 2

**Current Tax Levy:** \$201.86

**Current Amount Due:** \$0.00

**Prior Year Amount Due:** \$0.00

**Total Amount Due:** \$0.00

**Last Payment Amount for Current Year Taxes:** \$215.99

**Active Lawsuits:** None

**Market Value:** \$7,210

**Land Value:** \$7,210

**Improvement Value:** \$0

**Capped Value:** \$0

**Agricultural Value:** \$0

**Exemptions:** None

**Last Certified Date:** 09/27/2015

[Taxes Due Detail by Year and Jurisdiction](#)

[Payment Information](#)

[Print a Current Tax Statement](#)

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

**Tax Office:**

# **EXHIBIT B**

# HOUSEPLANS

Questions about this plan? Visit Houseplans today or call 1-800-913-2350

You can view this plan at [houseplans.com/p/430-58](http://houseplans.com/p/430-58)

*emailed Brent  
3/2/16*

## Plan #430-58

*7*



1300 sq ft 3 beds 2 baths 50' wide 44' deep

### House Features

- |                               |                        |
|-------------------------------|------------------------|
| Main Floor Bedrooms           | Walk In Closet         |
| Main Floor Master Bedroom     | Split Bedrooms         |
| Walk In Pantry Cabinet Pantry | Peninsula Eating Bar   |
| Breakfast Nook                | Kitchen Island         |
| Storage Area                  | Great Room Living Room |
| Main Floor Laundry            | Front Entry Garage     |
| Covered Rear Porch            | Covered Front Porch    |
| Economical To Build           | Unlimited Use          |
| Suited For Vacation Home      | Empty Nester           |
| Storage Area                  | Great Room Living Room |
| Main Floor Laundry            |                        |

### Styles Classifications

- |       |          |
|-------|----------|
| Ranch | European |
|-------|----------|





# *AGREEMENT*

THE STATE OF TEXAS

COUNTY OF BRAZORIA

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 RB Construction, LLC (the "Company"), 114 Paintbrush, Lake Jackson, Texas 77566.

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, legal description: WINDSOR TERRACE, BLOCK 1, LOT 14 SEC 1 [PROPERTY ID 266946] and [GEOGRAPHIC ID 8400-0023-000] in Freeport, Texas 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 \$150,000; 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 not to exceed \$5,000 per R-1, R-2 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;

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3. 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.
4. In consideration of the Company's representations, promises, and covenants, the City agrees to rebate to the Company the total sum of \$5,000.00. The City agrees to provide to the company the sum of \$5,000.00 in the form of a rebate of new revenue values created by the improvement. The City agrees to distribute the total rebate value upon the completion of the project, the issuance of a certificate of occupancy and the sale of the new single family home improvement; and
5. 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.
6. 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.
7. 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:      RB Construction, LLC  
   Attn: Mr. Ryan Birdsong  
   114 Paintbrush  
   Lake Jackson, Texas 77566

8. 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.
9. 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.
10. The failure of any party to insist in any one or more instances on the performance 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.
11. 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.
12. 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")

RB Construction, LLC

CITY OF FREEPORT, TEXAS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Mr. Ryan Birdsong

Name: Mayor Norma Moreno Garcia

TITLE: President

TITLE: Mayor City of Freeport

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: Jeff Pynes, City Manager

BY: \_\_\_\_\_

# **EXHIBIT A**

Brazoria CAD

Property Search Results > 266946 RB CONSTRUCTION for Year 2016

Property

**Account**

Property ID: 266946      Legal Description: WINDSOR TERRACE (FREEPORT), BLOCK 1, LOT 14 SEC 1  
 Geographic ID: 8400-0023-000      Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

**Location**

Address: W 9TH ST      Mapsco:  
 FREEPORT,  
 Neighborhood: CITY OF FREEPORT T/S      Map ID:  
 Neighborhood CD: CFP

**Owner**

Name: RB CONSTRUCTION      Owner ID: 1120124  
 Mailing Address: 114 PAINT BRUSH ST      % Ownership: 100.000000000000%  
 LAKE JACKSON, TX 77566  
 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 | 7090                  |
| (-) HS Cap:                           | - | N/A |                       |
| <hr/>                                 |   |     |                       |
| (=) Assessed Value:                   | = | N/A |                       |

Taxing Jurisdiction

Owner: RB CONSTRUCTION  
 % Ownership: 100.000000000000%  
 Total Value: N/A

| Entity | Description                            | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|--------|--|----------|-----------------|---------------|---------------|
| CAD    | BRAZORIA COUNTY APPRAISAL DISTRICT     | N/A      | N/A             | N/A           | N/A           |
| CFP    | CITY OF FREEPORT                       | N/A      | N/A             | N/A           | N/A           |
| DR2    | VELASCO DRAINAGE DISTRICT              | N/A      | N/A             | N/A           | N/A           |
| GBC    | BRAZORIA COUNTY                        | N/A      | N/A             | N/A           | N/A           |
| JBR    | BRAZOSPORT COLLEGE                     | N/A      | N/A             | N/A           | N/A           |
| NAV    | PORT FREEPORT                          | N/A      | N/A             | N/A           | N/A           |
| RDB    | ROAD & BRIDGE FUND                     | N/A      | N/A             | N/A           | N/A           |
| SBR    | BRAZOSPORT INDEPENDENT SCHOOL DISTRICT | N/A      | N/A             | N/A           | N/A           |

|                 |     |                             |     |
|-----------------|-----|-----------------------------|-----|
| Total Tax Rate: | N/A | Taxes w/Current Exemptions: | N/A |
|                 |     | Taxes w/o Exemptions:       | N/A |

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 | 0.2169 | 9450.00 | 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          | \$7,090     | 0            | 7,090     | \$0    | \$7,090  |
| 2014 | \$0          | \$7,090     | 0            | 7,090     | \$0    | \$7,090  |
| 2013 | \$0          | \$7,090     | 0            | 7,090     | \$0    | \$7,090  |
| 2012 | \$0          | \$7,090     | 0            | 7,090     | \$0    | \$7,090  |
| 2011 | \$0          | \$7,090     | 0            | 7,090     | \$0    | \$7,090  |
| 2010 | \$0          | \$7,090     | 0            | 7,090     | \$0    | \$7,090  |
| 2009 | \$0          | \$7,090     | 0            | 7,090     | \$0    | \$7,090  |
| 2008 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |
| 2007 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |
| 2006 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |
| 2005 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |
| 2004 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |
| 2003 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |
| 2002 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |
| 2001 | \$0          | \$3,780     | 0            | 3,780     | \$0    | \$3,780  |

Deed History - (Last 3 Deed Transactions)

| # | Deed Date  | Type | Description   | Grantor              | Grantee            | Volume | Page   | Deed Number |
|---|------------|------|---------------|----------------------|--------------------|--------|--------|-------------|
| 1 | 11/18/2015 | WD   | WARRANTY DEED | LENAMOND<br>FARRIS I | RB<br>CONSTRUCTION | 15     | 054138 |             |

Questions Please Call (979) 849-7792

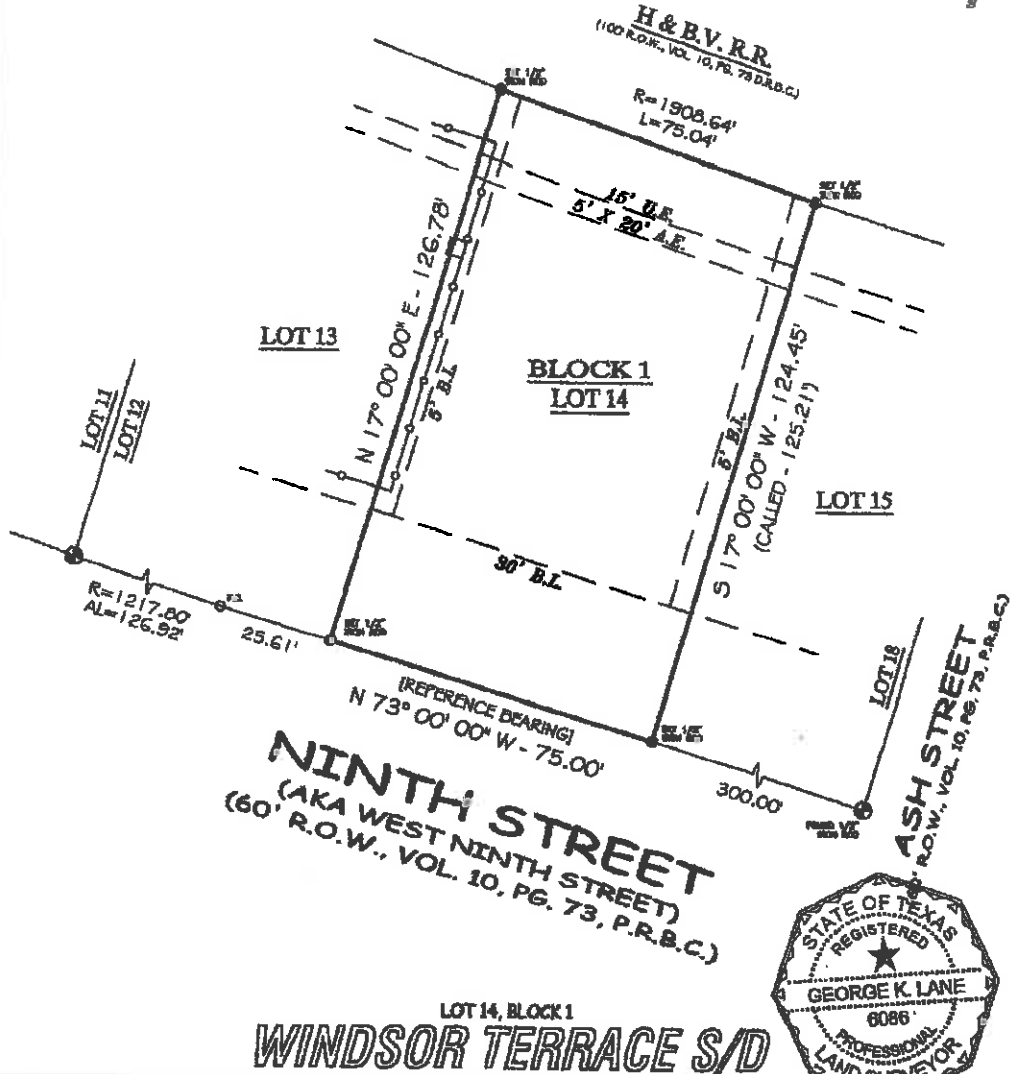
This year is not certified and ALL values will be represented with "N/A".



FIELD ENGINEERING CO. 10154700

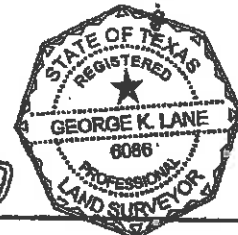
P.O. BOX 5344, LAKE JACKSON, TEXAS. 77566 (979) 299-3373

Surveying & Mapping  
LLC



**NINTH STREET**  
(AKA WEST NINTH STREET)  
(60' R.O.W., VOL. 10, PG. 73, P.R.B.C.)

**ASH STREET**  
R.O.W., VOL. 10, PG. 73, P.R.B.C.)



LOT 14, BLOCK 1  
**WINDSOR TERRACE S/D**

COMMUNITY NO. 42562, P.A.C. NO. 5780, SUPPL. 1 ZONE, E. DISC. 1, MAP REVISED 11/17/08  
I have consulted the 800-FM Flood Hazard Easement Map in the above described property and 2... 75  
is a designated flood hazard area. The plat herein is a true, correct and accurate representation of the  
property as delineated by survey. The line and dimensions of said property being as indicated by the  
plat, the size, location and type of buildings and improvements are as shown, all improvements being  
within the boundaries of the property, and back and distance from property lines are as indicated. There  
are no encroachments, easements, or prohibitions, except as shown.

NOTES:  
PROPERTY SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, & ENCUMBRANCES (IF ANY) IDENTIFIED  
HEREIN IN THE CITY OF: FREEPORT  
1) EASEMENTS AND BUILDING DEETS PER DECEASED PLAT & PER VOL. 014, PG. 22, D.A.R.C.  
2) EASEMENTS ADJACENT ON THE SOUTHWEST CORNER OF LOTS 13-15, BLOCK 1, BEING: N 25° 00' 00" W, AND  
THE SOUTHWEST CORNER OF LOTS 12 & 13, BLOCK 1, BEING A CURVE BEING A RADIUS OF 1217.80' AND  
AN ARC LENGTH OF 126.92'.

ASSURANCE AND TITLE INFORMATION WAS PROVIDED BY PROVIDER OF: GREAT AMERICAN TITLE.  
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. RECORDS ARE BASED ON THE  
RECORDED MAP OF: PLAT & P. NO. 3444-BATH, DATED: 12/03/2009

ALL BUILDING LINES, EASEMENTS, BUILDING RESTRICTIONS (SEE EASEMENTS, ETC.) AND ZONING REQUIREMENTS  
IF ANY, THAT MAY AFFECT SAID PROPERTY SHOULD BE REVIEWED BY OWNER BEFORE COMMENCING CONSTRUCTION.

PREPARED EXCLUSIVELY FOR: GREAT AMERICAN TITLE.  
This is to certify that I have made an on the ground survey of the property located at:  
**WEST NINTH STREET IN THE CITY OF FREEPORT, TEXAS.**  
Lot 14, Block 1, WINDSOR TERRACE, a subdivision in the City of Freeport, Brazoria County, Texas,  
according to the map or plat thereof under Volume 10, Page 73 Plat Records of Brazoria County,  
Texas.

Borrower(s): **RB CONSTRUCTION LLC.**

Drawn by: **KLL**  
Job No.: **2013-0878**  
Request: **GREAT AMERICAN**  
Book No: **15FF091**  
Scale: **1" = 30'**  
Date: **07-17-2013**

| LEGEND |                        |
|--------|------------------------|
|        | ASPH/FLT               |
|        | COBBLE                 |
|        | CONCRETE               |
|        | CHAIN-LINE             |
|        | BOUNDARY SERVICE       |
|        | SURVEY SERVICE         |
|        | A.E.                   |
|        | A.R.                   |
|        | ENCUMBRANCE            |
|        | CORNER                 |
|        | E.L. UTILITY EASEMENT  |
|        | E.L. AERIAL EASEMENT   |
|        | E.L. DRIVEWAY EASEMENT |
|        | E.L. EASEMENT OF WAY   |
|        | E.L. IRON AND BOLT     |
|        | E.L. IRON PIPE FOUND   |

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





# A. Settlement Statement (HUD-1)

CMS Approval No. 2502-0265

## Great American Title Company Final Statement

B. Type of Loan  
 1-5. Loan Type:  
 E. File Number: 38944-GATB1  
 7. Loan Number:  
 B. Mortgage Insurance Co.'s Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: RB Construction LLC  
 114 Paint Brush, Lake Jackson, TX 77566

E. Name & Address of Seller: Farris L Lenamond, Judith M. Lenamond  
 1220 Caldwell Road, Freeport, TX 77541

F. Name & Address of Lender: Cash

G. Property Location: 0 West 5th Street, Freeport, TX 77541  
 (979)230-5900

H. Settlement Agent: Great American Title Company  
 Address: 471 This Way, Lake Jackson, TX 77566  
 Place of Settlement Address: 471 This Way, Lake Jackson, TX 77566

I. Settlement Date: 11/18/2015  
 Print Date: 11/18/2015, 9:43 AM  
 Disbursement Date: 11/18/2015  
 Closing Date:

| J. Summary of Borrower's Transaction                 |           |
|--|-----------|
| 100. Gross Amount Due from Borrower                  | 28,000.00 |
| 101. Contract Sales Price                            |           |
| 102. Personal property                               | 1,071.00  |
| 103. Settlement charges in borrower (line 1400)      |           |
| 104.   |           |
| 105.   |           |
| Adjustments for items paid by seller in advance      |           |
| 106. City/town taxes                                 | 22.92     |
| 107. County taxes 11/18/15 to 12/31/15 @ \$194.57/yr |           |
| 108. Assessments                                     | 22.92     |
| 109. County Tax 11/18/15 to 12/31/15 @ \$194.57/yr   | 23.36     |
| 110. County Tax 11/18/15 to 12/31/15 @ \$188.80/yr   | 22.26     |
| 111. County Tax 11/18/15 to 12/31/15 @ \$188.98/yr   |           |
| 112.   |           |
| 113.   |           |
| 114.   |           |
| 115.   | 28,182.46 |
| 120. Gross Amount Due from Borrower                  |           |
| 200. Amounts Paid by or on Behalf of Borrower        |           |
| 201. Deposit or earnest money                        | 1,000.00  |
| 202. Principal amount of new loan(s)                 |           |
| 203. Existing loan(s) taken subject                  | 100.00    |
| 204. Option Fee                                      |           |
| 205.   |           |
| 206.   |           |
| 207.   |           |
| 208.   |           |
| 209.   |           |
| Adjustments for items unpaid by seller               |           |
| 210. City/town taxes                                 |           |
| 211. County taxes                                    |           |
| 212. Assessments                                     |           |
| 213.   |           |
| 214.   |           |
| 215.   |           |
| 216.   |           |
| 217.   |           |
| 218.   |           |
| 219.   |           |
| 220. Total Paid by Borrower                          | 1,000.00  |
| 300. Cash at Settlement from the Borrower            |           |
| 301. Gross amount due from borrower (line 120)       | 28,182.46 |
| 302. Loan amounts paid by borrower (line 220)        | 1,000.00  |
| 303. Cash (X From) ( To) Borrower                    | 28,082.46 |

| K. Summary of Seller's Transaction                       |           |
|--|-----------|
| 400. Gross Amount Due to Seller                          | 28,000.00 |
| 401. Contract sales price                                |           |
| 402. Personal property                                   |           |
| 403. Total Deposits                                      |           |
| 404.   |           |
| 405.   |           |
| Adjustments for items paid by seller in advance          |           |
| 406. City/town taxes                                     | 22.92     |
| 407. County taxes 11/18/15 to 12/31/15 @ \$194.57/yr     |           |
| 408. Assessments   | 22.92     |
| 409. County Tax 11/18/15 to 12/31/15 @ \$194.57/yr       | 23.36     |
| 410. County Tax 11/18/15 to 12/31/15 @ \$188.80/yr       | 22.26     |
| 411. County Tax 11/18/15 to 12/31/15 @ \$188.98/yr       |           |
| 412.   |           |
| 413.   |           |
| 414.   |           |
| 415.   | 28,081.48 |
| 420. Gross Amount Due to Seller                          |           |
| 500. Reductions in Amount Due to Seller                  |           |
| 501. Earnest deposit (see instructions)                  | 2,510.00  |
| 502. Settlement charges to seller (line 1400)            |           |
| 503. Existing loan(s) taken subject                      |           |
| 504. Payoff of first mortgage loan                       |           |
| 505. Payoff of second mortgage loan                      | 100.00    |
| 506. Option Fee  | 778.62    |
| 507. Property Taxes                                      |           |
| 508.   |           |
| 509.   |           |
| Adjustments for items unpaid by seller                   |           |
| 510. City/town taxes                                     |           |
| 511. County taxes  |           |
| 512. Assessments   |           |
| 513.   |           |
| 514.   |           |
| 515.   |           |
| 516.   |           |
| 517.   |           |
| 518.   |           |
| 519.   |           |
| 520. Total Reduction Amount Due Seller                   | 3,386.62  |
| 600. Cash at Settlement from the Seller                  |           |
| 601. Gross amount due to seller (line 420)               | 28,081.48 |
| 602. Less reductions in amounts due to seller (line 520) | 3,386.62  |
| 603. Cash (X To) ( From) Seller                          | 24,704.86 |

Previous editions are obsolete. \*\* Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-AC3 (Mortgage Broker).  
 \* See Supplemental Page for details.  
 The Public Reporting Burden for this collection of information is estimated to average 36 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid CMSI control number. No confidentiality is asserted; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges   |                | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|----------------|--|--|
| 700. Total Real Estate Broker Fees \$1,690.00                                     |                |  |  |
| Division of commission (line 700) as follows:                                     |                |  |  |
| 701. \$840.00 to Virginia Malone & Associates, LLC                                |                |  |  |
| 702. \$840.00 to TDECU Real Estate  |                |  | 1,690.00                               |
| 703. Commission paid at settlement  |                |  |  |
| 704.  |                |  |  |
| 705.  |                |  |  |
| 706.  |                |  |  |
| 800. Items Payable in Connection with Loan  |                |  |  |
| 801. Our origination charge   | (from GFE #1)  |  |  |
| 802. Your credit or charge (points) for the specific interest rate chosen         | (from GFE #2)  |  |  |
| 803. Your adjusted origination charges  | (from GFE A)   |  |  |
| 804. Appraisal fee  | (from GFE #3)  |  |  |
| 805. Credit report  | (from GFE #3)  |  |  |
| 806. Tax service  | (from GFE #3)  |  |  |
| 807. Flood certification  | (from GFE #3)  |  |  |
| 808.  | (from GFE #3)  |  |  |
| 809.  | (from GFE #3)  |  |  |
| 810.  | (from GFE #3)  |  |  |
| 811.  | (from GFE #3)  |  |  |
| 900. Items Required by Lender to Be Paid in Advance                               |                |  |  |
| 901. Daily interest charges from  | (from GFE #10) |  |  |
| 902.  | (from GFE #3)  |  |  |
| 903. Homeowner's insurance  | (from GFE #11) |  |  |
| 904.  |                |  |  |
| 905.  |                |  |  |
| 906.  |                |  |  |
| 1000. Reserves Deposited with Lender  |                |  |  |
| 1001. Initial deposit for your escrow account                                     | (from GFE #2)  |  |  |
| 1002. Homeowner's insurance   |                |  |  |
| 1003. Mortgage insurance  |                |  |  |
| 1004. Property taxes  |                |  |  |
| 1005.   |                |  |  |
| 1006.   |                |  |  |
| 1007. Aggregate Adjustment  |                |  |  |
| 1100. Title Charges   |                |  |  |
| 1101. Title services and lender's title insurance                                 | (from GFE #4)  | 175.00                                   |  |
| 1102. Settlement or closing fee   | \$175.00       |  | 175.00                                 |
| to Great American Title Company   |                |  |  |
| 1103. Owner's title insurance - Great American Title Company                      | (from GFE #5)  |  | 335.00                                 |
| 1104. Lender's title insurance  |                |  |  |
| 1105. Lender's title policy limit \$ 0.00   |                |  |  |
| 1106. Owner's title policy limit \$ 20,000.00                                     |                |  |  |
| 1107. Agent's portion of the total title insurance premium \$ 310.25              |                |  |  |
| to Great American Title Company   |                |  |  |
| 1108. Underwriter's portion of total title insurance premium \$ 54.75             |                |  |  |
| to Chicago Title Insurance Company  |                |  |  |
| 1109. Attorney Fee to Victor Johnston   |                |  | 100.00                                 |
| 1110. Tax Certificate to Great American Title Company                             |                |  | 40.00                                  |
| 1111.   |                |  |  |
| 1112.   |                |  |  |
| 1200. Government Recording and Transfer Charges                                   |                |  |  |
| 1201. Government recording charges  | (from GFE #7)  | 30.00                                    |  |
| 1202. Recording fees: Deed \$30.00 Mortgage \$0.00 Release \$0.00                 |                |  |  |
| 1203. Transfer taxes  | (from GFE #8)  |  |  |
| 1204. City/county taxstamps:  |                |  |  |
| 1205. State taxstamps:  |                |  |  |
| 1206.   |                |  |  |
| 1207.   |                |  |  |
| 1208.   |                |  |  |
| 1209.   |                |  |  |
| 1210.   |                |  |  |
| 1300. Additional Settlement Charges   |                |  |  |
| 1301. Required services that you can shop for                                     | (from GFE #3)  | 866.00                                   |  |
| 1302. Survey to Pin Point Surveying & Mapping                                     | \$866.00       |  |  |
| 1303. Mobile Notary to Executive Notary Services                                  |                |  | 150.00                                 |
| 1304.   |                |  |  |
| 1305.   |                |  |  |
| 1306.   |                |  |  |
| 1307.   |                |  |  |
| 1308.   |                |  |  |
| 1309.   |                |  |  |
| 1000. Total Settlement Charges (enter on lines 183, Section J and 802, Section K) |                | 1,671.00                                 | 2,810.00                               |

\* See Supplemental Page for details. \*\* Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

|  |                                       |
|--|---------------------------------------|
| <b>Supplemental Page<br/>HUD-1 Settlement Statement<br/>Great American Title Company<br/>Final Statement</b> | File No.<br><b>36644-GAT81</b>        |
|  | Loan No.                              |
|  | Settlement Date:<br><b>11/18/2015</b> |
| Borrower Name & Address: RB Construction LLC<br>114 Paint Brush, Lake Jackson, TX 77566                      |                                       |
| Seller Name & Address: Farris I. Lenamond, Judith M. Lenamond<br>1220 Caldwell Road, Fresport, TX 77541      |                                       |

| Section K. Summary of Seller's Transaction continued |                |                |
|--|----------------|----------------|
|  | Seller Charges | Seller Credits |
| 598. Gross Amount Due To Seller:                     |                |                |
| 599. Reductions in Amount Due to Seller              |                |                |
| 597. Supplemental Summary                            | \$776.62       |                |
| a. Property Taxes 1                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 194.57         |                |
| b. Property Taxes 2                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 194.57         |                |
| c. Property Taxes 3                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 198.50         |                |
| d. Property Taxes 4                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 188.98         |                |

| The following Section is rented from the Settlement Statement Page 1 |           |   |           |
|--|-----------|---|-----------|
| 380. Cash at Settlement from/to Borrower                             |           | 600. Cash at Settlement to/from Seller                |           |
| 301. Gross amount due from borrower (line 120)                       | 29,162.48 | 601. Gross amount due to seller (line 420)            | 29,091.48 |
| 302. Less amounts paid by/for borrower (line 220)                    | 1,109.00  | 602. Less reductions in amounts due seller (line 520) | 3,366.62  |
| 503. Cash (X From) ( To) Borrower                                    | 28,053.48 | 603. Cash (X To) ( From) Seller                       | 25,724.86 |

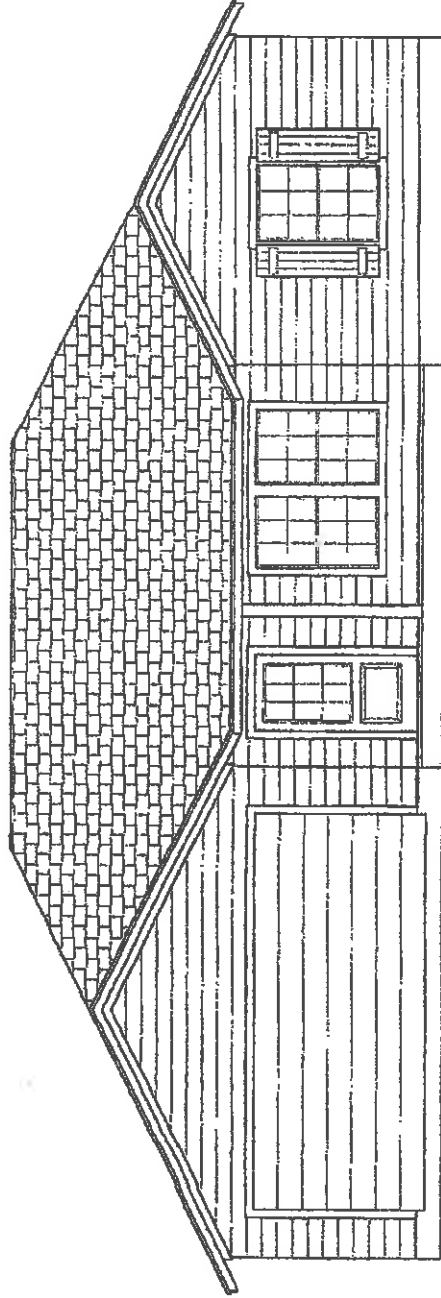
# **EXHIBIT B**



# MOONLIGHT HOUSE PLANS

324 AZALEA, LAKE JACKSON, TX. 77566

979-482-1967



## RYAN BIRDSONG

PLAN "1258"

|                     |
|---------------------|
| PLAN#: 20162419     |
| LIVING: 1258 SQ.FT. |
| GARAGE: 429 SQ.FT.  |
| PORCH: 84 SQ.FT.    |
| TOTAL: 1769 SQ.FT.  |

THIS PLAN IS A GENERAL GUIDE ONLY. IT IS NOT TO BE CONSIDERED AS A CONTRACT FOR ANY PARTICULAR PROJECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE HOUSE AS SHOWN ON THE PLAN. THE ARCHITECT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE HOUSE AS SHOWN ON THE PLAN.

I, the undersigned, hereby certify that the above is a true and correct copy of the original as shown to me by the applicant. I am a duly sworn and qualified surveyor in the State of Michigan. My commission expires on the 31st day of December, 2011.

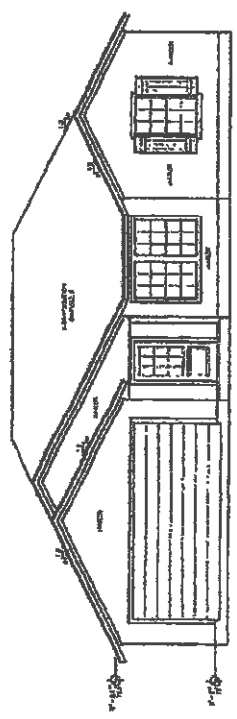
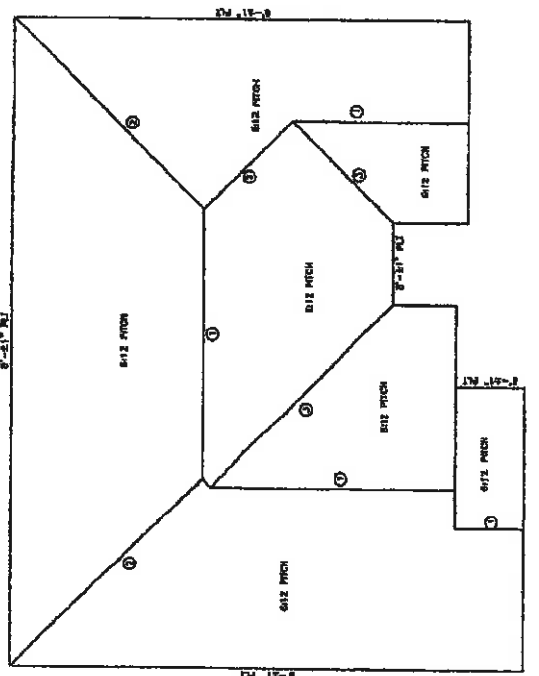
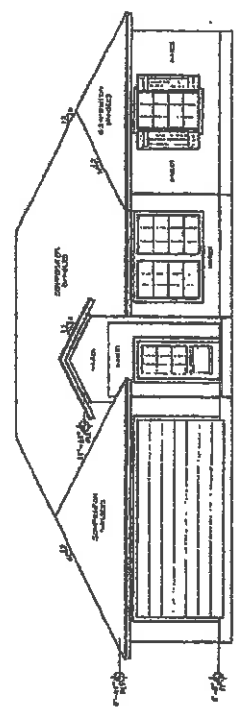
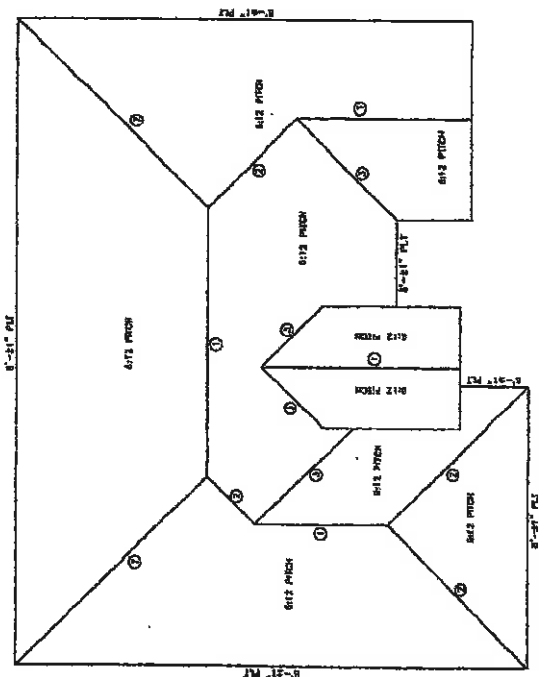
**William J. Kowalski**  
 Surveyor  
 616-482-7877

REVISION HISTORY  
 NUMBER DATE

DWG. NO. 1  
 1/15/11

**OPTIONS**  
**RYAN BIRDSONG**  
 SECTION  
 JOB # 20110211

09-22-15  
**A3**





### 380 Agreement Application

**Applicant Name:** Regan Birdsong

**Proposed Property Address:** \_\_\_\_\_

**Legal Description:** lot 15, Blk 3, Windsor Terrace

**Proposed Zoning Classification:** Residential

**Proposed Build Site Dimensions:** 75' X 120'

**Assessed Value:** \$6950      **Proposed Purchase Value** \$7000

**Do you own the property:**      YES       NO

**If NO, please propose a timeline for purchase:**

**Proposed Construction Dates:**      Start: 1/1/16

Complete: 5/1/17

**Completed Project Valuation:** \$150,000

**Does your development include the following Documentation?**

- Proposed Building Plans
- Photo of Elevation
- Square Footage
- Decorative Front Façade
- Driveway
- One Car Garage       Two Car Garage

**DO NOT EXPEND FUNDS BEFORE APPLICATION IS APPROVED AND EXPECT ANY FORM OF REBATE**

Regan Birdsong 2/1/16  
Applicant Signature      Date

\_\_\_\_\_  
Received by      Date

\_\_\_\_\_  
City Manager Approval      Date

\$5,000.00  
Approved Rebate Value

# *AGREEMENT*

THE STATE OF TEXAS

COUNTY OF BRAZORIA

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 RB Construction, LLC (the "Company"), 114 Paintbrush, Lake Jackson, Texas 77566.

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, legal description: WINDSOR TERRACE, BLOCK 3, LOT 15 SEC 1 [PROPERTY ID 266977] and [GEOGRAPHIC ID 8400-0063-000] in Freeport, Texas 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 \$150,000; 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 not to exceed \$5,000 per R-1, R-2 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





If to the Company:      RB Construction, LLC  
   Attn: Mr. Ryan Birdsong  
   114 Paintbrush  
   Lake Jackson, Texas 77566

8. 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.
9. 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.
10. The failure of any party to insist in any one or more instances on the performance 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.
11. 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.
12. 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")

RB Construction, LLC

CITY OF FREEPORT, TEXAS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Mr. Ryan Birdsong

Name: Mayor Norma Moreno Garcia

TITLE: President

TITLE: Mayor City of Freeport

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: Jeff Pynes, City Manager

BY: \_\_\_\_\_

# EXHIBIT A

# Brazoria CAD

## Property Search Results > 266977 RB CONSTRUCTION for Year 2016

### Property

#### Account

Property ID: 266977      Legal Description: WINDSOR TERRACE (FREEPORT), BLOCK 3, LOT 15 SEC 1  
 Geographic ID: 8400-0063-000      Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

#### Location

Address: W 9TH ST      Mapsco:  
 FREEPORT,  
 Neighborhood: CITY OF FREEPORT T/S      Map ID:  
 Neighborhood CD: CFP

#### Owner

Name: RB CONSTRUCTION      Owner ID: 1120124  
 Mailing Address: 114 PAINT BRUSH ST      % Ownership: 100.0000000000%  
 LAKE JACKSON, TX 77566  
 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 |                       |

6750

### Taxing Jurisdiction

Owner: RB CONSTRUCTION  
 % Ownership: 100.0000000000%  
 Total Value: N/A

| Entity | Description                            | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|--------|--|----------|-----------------|---------------|---------------|
| CAD    | BRAZORIA COUNTY APPRAISAL DISTRICT     | N/A      | N/A             | N/A           | N/A           |
| CFP    | CITY OF FREEPORT                       | N/A      | N/A             | N/A           | N/A           |
| DR2    | VELASCO DRAINAGE DISTRICT              | N/A      | N/A             | N/A           | N/A           |
| GBC    | BRAZORIA COUNTY                        | N/A      | N/A             | N/A           | N/A           |
| JBR    | BRAZOSPORT COLLEGE                     | N/A      | N/A             | N/A           | N/A           |
| NAV    | PORT FREEPORT                          | N/A      | N/A             | N/A           | N/A           |
| RDB    | ROAD & BRIDGE FUND                     | N/A      | N/A             | N/A           | N/A           |
| SBR    | BRAZOSPORT INDEPENDENT SCHOOL DISTRICT | N/A      | N/A             | N/A           | N/A           |

|                 |     |                             |     |
|-----------------|-----|-----------------------------|-----|
| Total Tax Rate: | N/A | Taxes w/Current Exemptions: | N/A |
|                 |     | Taxes w/o Exemptions:       | N/A |

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 | 0.2066 | 9000.00 | 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          | \$6,750     | 0            | 6,750     | \$0    | \$6,750  |
| 2014 | \$0          | \$6,750     | 0            | 6,750     | \$0    | \$6,750  |
| 2013 | \$0          | \$6,750     | 0            | 6,750     | \$0    | \$6,750  |
| 2012 | \$0          | \$6,750     | 0            | 6,750     | \$0    | \$6,750  |
| 2011 | \$0          | \$6,750     | 0            | 6,750     | \$0    | \$6,750  |
| 2010 | \$0          | \$6,750     | 0            | 6,750     | \$0    | \$6,750  |
| 2009 | \$0          | \$6,750     | 0            | 6,750     | \$0    | \$6,750  |
| 2008 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |
| 2007 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |
| 2006 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |
| 2005 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |
| 2004 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |
| 2003 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |
| 2002 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |
| 2001 | \$0          | \$3,600     | 0            | 3,600     | \$0    | \$3,600  |

Deed History - (Last 3 Deed Transactions)

| # | Deed Date  | Type | Description   | Grantor              | Grantee            | Volume | Page   | Deed Number |
|---|------------|------|---------------|----------------------|--------------------|--------|--------|-------------|
| 1 | 11/18/2015 | WD   | WARRANTY DEED | LENAMOND<br>FARRIS I | RB<br>CONSTRUCTION | 15     | 054138 |             |

Questions Please Call (979) 849-7792

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



TRIM RESERVATION NO. 10156700

P.O. BOX 9344, LAKE JACKSON, TEXAS, 77566 (879) 299-5373

Surveying & Mapping, LLC



**NINTH STREET**  
(AKA WEST NINTH STREET)  
(60' R.O.W., VOL. 10, PG. 73, P.R.B.C.)





# A. Settlement Statement (HUD-1)

OWB Approval No. 2502-0265

## Great American Title Company Final Statement

### B. Type of Loan

1-5. Loan Type:

6. File Number: 38844-GAT81

7. Loan Number:

8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: RB Construction LLC  
114 Paint Brush, Lake Jackson, TX 77566

E. Name & Address of Seller: Farris I. Lenamond, Judith M. Lenamond  
1220 Cathwell Road, Freeport, TX 77541

F. Name & Address of Lender: Cash

G. Property Location: 0 West 9th Street, Freeport, TX 77541

H. Settlement Agent: Great American Title Company  
Address: 471 This Way, Lake Jackson, TX 77566  
(979)230-3800

Settlement Date: 11/18/2015  
Print Date: 11/18/2015, 9:48 AM  
Disbursement Date: 11/18/2015  
Signing Date:

Place of Settlement Address: 471 This Way, Lake Jackson, TX 77566

| J. Summary of Borrower's Transaction                 |           | K. Summary of Seller's Transaction                    |           |
|--|-----------|---|-----------|
| 100. Gross Amount Due from Borrower                  | 25,000.00 | 400. Gross Amount Due to Seller                       | 28,500.00 |
| 101. Contract Sales Price                            |           | 401. Contract sales price                             |           |
| 102. Personal property                               | 1,071.00  | 402. Personal property                                |           |
| 103. Settlement charges to borrower (line 1400)      |           | 403. Total Deposits                                   |           |
| 104.   |           | 404.  |           |
| 105.   |           | 405.  |           |
| Adjustments for items paid by seller in advance      |           | Adjustments for items paid by seller in advance       |           |
| 106. City/town taxes                                 | 22.92     | 406. City/town taxes                                  | 22.92     |
| 107. County taxes 11/18/15 to 12/31/15 @ \$194.57/yr |           | 407. County taxes 11/18/15 to 12/31/15 @ \$194.57/yr  |           |
| 108. Assessments                                     | 22.92     | 408. Assessments                                      |           |
| 109. County Tax 11/18/15 to 12/31/15 @ \$194.57/yr   | 22.92     | 409. County Tax 11/18/15 to 12/31/15 @ \$194.57/yr    | 22.92     |
| 110. County Tax 11/18/15 to 12/31/15 @ \$198.60/yr   | 22.92     | 410. County Tax 11/18/15 to 12/31/15 @ \$198.60/yr    | 22.92     |
| 111. County Tax 11/18/15 to 12/31/15 @ \$198.60/yr   |           | 411. County Tax 11/18/15 to 12/31/15 @ \$198.60/yr    |           |
| 112.   |           | 412.  |           |
| 113.   |           | 413.  |           |
| 114.   |           | 414.  |           |
| 115.   | 25,382.48 | 415.  | 28,091.48 |
| 120. Gross Amount Due from Borrower                  |           | 420. Gross Amount Due to Seller                       |           |
| 200. Amounts Paid by or on Behalf of Borrower        | 1,000.00  | 500. Reductions in Amount Due to Seller               |           |
| 201. Deposit or earnest money                        |           | 501. Excess deposit (see instructions)                | 2,510.00  |
| 202. Principal amount of new loan(s)                 |           | 502. Settlement charges to seller (line 1400)         |           |
| 203. Existing loan(s) taken subject                  | 100.00    | 503. Existing loan(s) taken subject                   |           |
| 204. Option Fee                                      |           | 504. Payoff of first mortgage loan                    |           |
| 205.   |           | 505. Payoff of second mortgage loan                   | 100.00    |
| 206.   |           | 506. Option Fee                                       | 776.82    |
| 207.   |           | 507. Property Taxes                                   |           |
| 208.   |           | 508.  |           |
| 209.   |           | Adjustments for items unpaid by seller                |           |
| 210. City/town taxes                                 |           | 510. City/town taxes                                  |           |
| 211. County taxes                                    |           | 511. County taxes                                     |           |
| 212. Assessments                                     |           | 512. Assessments                                      |           |
| 213.   |           | 513.  |           |
| 214.   |           | 514.  |           |
| 215.   |           | 515.  |           |
| 216.   |           | 516.  |           |
| 217.   |           | 517.  |           |
| 218.   |           | 518.  |           |
| 219.   |           | 519.  |           |
| 220. Total Paid for Borrower                         | 1,300.00  | 520. Total Reduction Amount Due Seller                | 3,386.82  |
| 300. Cash at Settlement from/Borrower                |           | 520. Cash at Settlement from/Borrower                 |           |
| 301. Gross amount due from borrower (line 120)       | 25,382.48 | 521. Gross amount due to seller (line 420)            | 28,091.48 |
| 302. Less amounts paid by/borrower (line 220)        | 1,300.00  | 522. Less reductions in amounts due seller (line 520) | 3,386.82  |
| 303. Cash (X To) / To Borrower                       | 24,082.48 | 523. Cash (X To) / From Seller                        | 24,704.66 |

Previous editions are obsolete. \*\* Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Insurer). See Supplemental Page for details.

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is claimed; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges  |                | Paid From Borrower's Funds at Settlement: | Paid From Seller's Funds at Settlement |
|--|----------------|---|--|
| 700. Total Real Estate Broker Fees \$1,680.00  |                |   |  |
| Division of commission (line 700) as follows:  |                |   |  |
| 701. \$940.00 to Virginia Malone & Associates, LLC                                       |                |   |  |
| 702. \$840.00 to TDECU Real Estate   |                |   | 1,680.00                               |
| 703. Commission paid at settlement   |                |   |  |
| 704.   |                |   |  |
| 705.   |                |   |  |
| 706.   |                |   |  |
| <b>800. Items Payable in Connection with Loan</b>  |                |   |  |
| 801. Our origination charge  | (from GFE #1)  |   |  |
| 802. Your credit or charge (points) for the specific interest rate chosen                | (from GFE #2)  |   |  |
| 803. Your adjusted origination charges   | (from GFE A)   |   |  |
| 804. Appraisal fee   | (from GFE #3)  |   |  |
| 805. Credit report   | (from GFE #3)  |   |  |
| 806. Tax service   | (from GFE #3)  |   |  |
| 807. Flood certification   | (from GFE #3)  |   |  |
| 808.   | (from GFE #3)  |   |  |
| 809.   | (from GFE #3)  |   |  |
| 810.   | (from GFE #3)  |   |  |
| 811.   | (from GFE #3)  |   |  |
| <b>900. Items Required by Lender to Be Paid in Advance</b>                               |                |   |  |
| 901. Daily interest charge from  | (from GFE #10) |   |  |
| 902.   | (from GFE #3)  |   |  |
| 903. Homeowner's insurance   | (from GFE #11) |   |  |
| 904.   |                |   |  |
| 905.   |                |   |  |
| 906.   |                |   |  |
| <b>1000. Reserves Deposited with Lender</b>  |                |   |  |
| 1001. Initial deposit for your escrow account  | (from GFE #8)  |   |  |
| 1002. Homeowner's insurance  |                |   |  |
| 1003. Mortgage insurance   |                |   |  |
| 1004. Property taxes   |                |   |  |
| 1005.  |                |   |  |
| 1006.  |                |   |  |
| 1007. Aggregate Adjustment   |                |   |  |
| <b>1100. Title Charges</b>   |                |   |  |
| 1101. Title services and lender's title insurance  | (from GFE #4)  | 175.00                                    | 175.00                                 |
| 1102. Settlement or closing fee  | \$175.00       |   |  |
| to Great American Title Company  | (from GFE #5)  |   | 355.00                                 |
| 1103. Owner's title insurance - Great American Title Company                             |                |   |  |
| 1104. Lender's title insurance   |                |   |  |
| 1105. Lender's title policy limit \$ 0.00  |                |   |  |
| 1106. Owner's title policy limit \$ 28,000.00  |                |   |  |
| 1107. Agent's portion of the total title insurance premium \$ 310.35                     |                |   |  |
| to Great American Title Company  |                |   |  |
| 1108. Underwriter's portion of total title insurance premium \$ 54.75                    |                |   |  |
| to Chicago Title Insurance Company   |                |   | 100.00                                 |
| 1109. Attorney Fee to Vicki Johnston   |                |   | 40.00                                  |
| 1110. Tax Certificate to Great American Title Company                                    |                |   |  |
| 1111.  |                |   |  |
| 1112.  |                |   |  |
| <b>1200. Government Recording and Transfer Charges</b>                                   |                |   |  |
| 1201. Government recording charges   | (from GFE #7)  | 30.00                                     |  |
| 1202. Recording fees: Deed \$30.00 Mortgage \$0.00 Release \$0.00                        |                |   |  |
| 1203. Transfer taxes   | (from GFE #8)  |   |  |
| 1204. City/county backstamps:  |                |   |  |
| 1205. State backstamps:  |                |   |  |
| 1206.  |                |   |  |
| 1207.  |                |   |  |
| 1208.  |                |   |  |
| 1209.  |                |   |  |
| 1210.  |                |   |  |
| <b>1300. Additional Settlement Charges</b>   |                |   |  |
| 1301. Required services that you can shop for  | (from GFE #9)  | 156.00                                    |  |
| 1302. Survey to Pin Point Surveying & Mapping  | \$85.00        |   | 150.00                                 |
| 1303. Mobile Notary to Executive Notary Services   |                |   |  |
| 1304.  |                |   |  |
| 1305.  |                |   |  |
| 1306.  |                |   |  |
| 1307.  |                |   |  |
| 1308.  |                |   |  |
| 1309.  |                |   |  |
| <b>1400. Total Settlement Charges (refer to lines 103, Section J and 502, Section K)</b> |                | <b>1,071.00</b>                           | <b>2,510.00</b>                        |

\* See Supplement 3 Page for details. \*\* Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker)



|  |   |
|--|---|
| <b>Supplemental Page</b><br><b>HUD-1 Settlement Statement</b><br><b>Great American Title Company</b><br><b>Final Statement</b> | <b>File No.</b><br><b>36644-GAT81</b>                               |
|  | <b>Loan No.</b><br><br><b>Settlement Date:</b><br><b>11/19/2015</b> |
| <b>Borrower Name &amp; Address:</b> RB Construction LLC<br>114 Paint Brush, Lake Jackson, TX 77568                             |   |
| <b>Seller Name &amp; Address:</b> Paris I. Lenamond, Judith M. Lenamond<br>1220 Caldwell Road, Freeport, TX 77541              |   |

| Section K. Summary of Seller's Transaction continued |                |                |
|--|----------------|----------------|
|  | Seller Charges | Seller Credits |
| 400. Gross Amount Due To Seller                      |                |                |
| 500. Reductions in Amount Due to Seller              |                |                |
| 507. Supplemental Summary                            | \$776.62       |                |
| a. Property Taxes 1                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 184.57         |                |
| b. Property Taxes 2                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 184.57         |                |
| c. Property Taxes 3                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 188.50         |                |
| d. Property Taxes 4                                  |                |                |
| 2015 County Tax to Brazoria County Tax Collector     | 188.98         |                |

| The following Section is restated from the Settlement Statement Page 1 |           |   |           |
|--|-----------|---|-----------|
| 300. Cash at Settlement from/to Borrower                               |           | 300. Cash at Settlement to/from Seller                |           |
| 301. Gross amount due from borrower (line 120)                         | 28,162.48 | 301. Gross amount due to seller (line 420)            | 28,091.48 |
| 302. Less amounts paid by/for borrower (line 220)                      | 1,199.00  | 302. Less reductions to amounts due seller (line 520) | 3,863.62  |
| 303. Cash (X From) ( To) Borrower                                      | 26,963.48 | 303. Cash (X To) ( From) Seller                       | 24,227.86 |

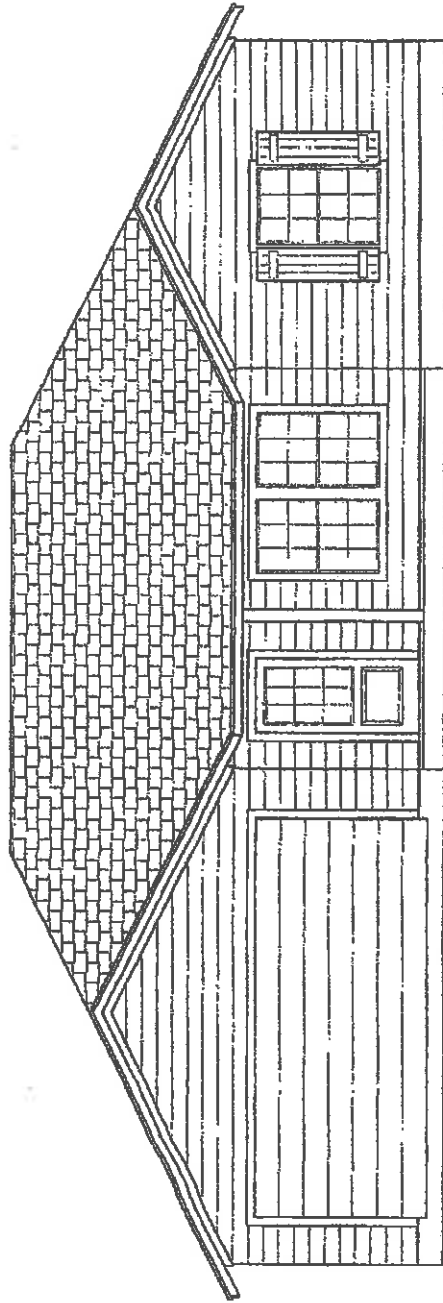
# EXHIBIT B



# MOONLIGHT HOUSE PLANS

324 AZALEA, LAKE JACKSON, TX. 77566

979-482-1967



## RYAN BIRDSONG

PLAN "1258"

|                     |
|---------------------|
| PLAN#: 20162419     |
| LIVING: 1258 SQ.FT. |
| GARAGE: 428 SQ.FT.  |
| PORCH: 84 SQ.FT.    |
| TOTAL: 1769 SQ.FT.  |

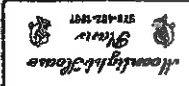
THIS PLAN IS A SERVICE OF MOONLIGHT HOUSE PLANS, INC. IT IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE WITHOUT THE WRITTEN CONSENT OF MOONLIGHT HOUSE PLANS, INC. ALL RIGHTS ARE RESERVED. THIS PLAN IS THE PROPERTY OF MOONLIGHT HOUSE PLANS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. MOONLIGHT HOUSE PLANS, INC. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.

EA

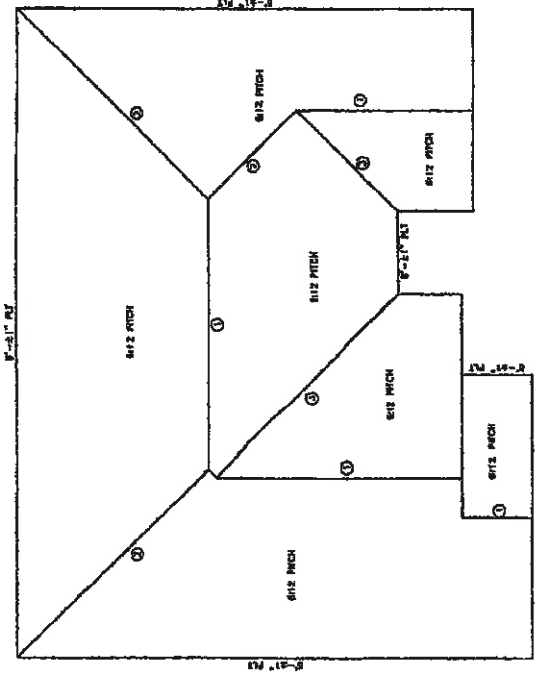
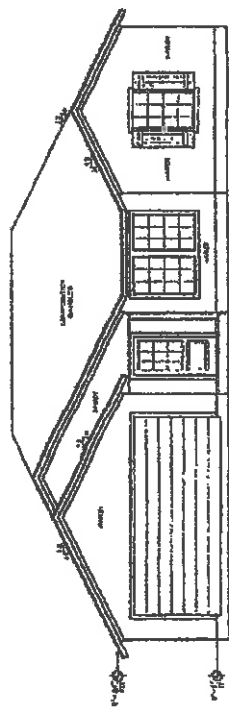
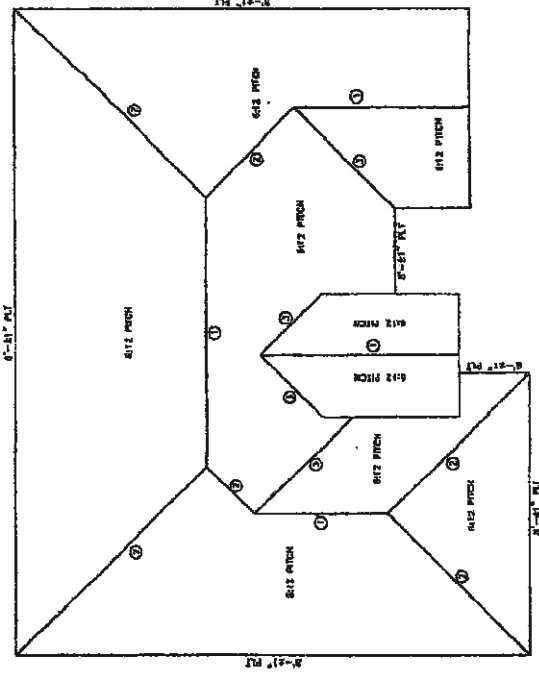
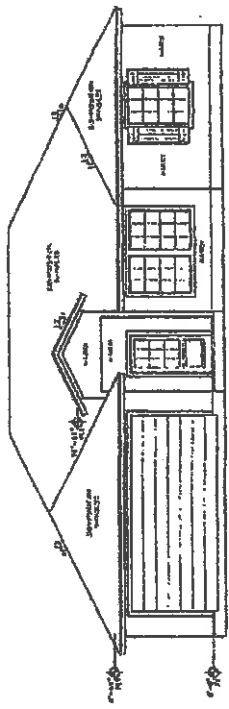
03-22-18

RYAN BIRDSONG  
PHONE  
JOB # 20182119

DATE  
NUMBER  
REVISION HISTORY



SMALL PRINT LEGAL NOTICE



## CONSTRUCTION ADVERTISEMENT AND INVITATION FOR BIDS

The City of Freeport, Texas will receive bids for Riverside Lift Station project until 2:00 PM on April 26, 2016 at the Freeport City Hall located at 200 W. 2<sup>nd</sup> St., Freeport, TX 77541. The bids will be publicly opened and read aloud at the same date, time and location.

Bids are invited for several items and quantities of work as follows:

- |                            |                                    |
|----------------------------|------------------------------------|
| 1. Pumps                   | 5. Miscellaneous Metal Fabrication |
| 2. Piping                  | 6. Anti-corrosion Coating          |
| 3. Electrical and Controls | 7. Painting                        |
| 4. Bypass Pumping          | 8. Fencing                         |

A mandatory Pre-Bid meeting will be held at 2:50 PM on April 21, 2016 at the Freeport City Hall located at 200 W. 2<sup>nd</sup> St., Freeport, TX 77541.

This project is funded under TxCDBG Contract No. B-15-UC-48-0005

Bid/Contract Documents, Specifications and Drawings are on file and may be examined without charge at the Freeport City Hall located at 200 W. 2<sup>nd</sup> St., Freeport, TX 77541 or John D. Mercer & Associates, Inc. (Engineer), 118 E. Main St., Edna, TX 77957. Copies may be procured from John D. Mercer & Associates, Inc. at the above for a \$75.00 non-refundable fee per set, or \$35.00 via email.

A bid bond in the amount of 5% 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 not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin. Adherence to the grant recipient's Section 3 Policy is required for contracts and subcontracts in excess of \$100,000.00.

The City of Freeport reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of Freeport for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

City of Freeport  
Norma Moreno Garcia, Mayor  
\_\_\_\_\_, 2016

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.