

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
MONDAY, MAY 2, 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 April 4, 2016 Council Minutes. Pg. 328-332
6. Consideration of approving Resolution No. 2016-2489 which deems it necessary and proper to apply for financial assistance under the Rules and Regulations of Rural Development, an agency of the United States Department of Agriculture. Pg. 333
7. Consideration of approving Resolution No. 2016-2490 designating Assistant City Manager, Gilbert Arispe to act for and on behalf of the City of Freeport in dealing with the Texas General Land Office for the purpose of applying for State assistance to clean and maintain the public beach. Pg. 334
8. Consideration of approving Ordinance No. 2016-2113 amending section 71.50 of the Code of Ordinances designating a Four-Way Stop Intersection on Eighth Street and Magnolia and adding a Stop Sign on North Ave. D, between Quintana and McNeil Streets. Pg. 335-337
9. **Public Hearing** to consider designating the following described real 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 agreement : Patrick and Mary Bel Garza, 2 South Ave. D, Lots 1, 2, Block 5, Velasco Townsite of the City of Freeport, Brazoria County, Texas according to the map or plat of said subdivision on file in the office of the County Clerk of said county. Pg. 338
10. Consideration of approving Ordinance No. 2016-2114 designating improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as # Patrick and Mary Bel Garza, 2 South Ave. D., reinvestment zone and providing for its initial term and the renewal thereof. Pg. 339-341

11. Consideration of approving Resolution No. 2016- 2491 authorizing and executing a tax abatement agreement for Patrick and Mary Bel Garza, 2 South Ave. D, Freeport Texas, pursuant to the terms and conditions of and authorizing the Mayor and the City Secretary to execute and attest. Pg. 342-357
12. **Public Hearing** to consider designating the following described real 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 agreement : Nicholas Sanchez, 1932 North Ave. H, Block 5, Lot 16, Riverside Terrace of the City of Freeport, Brazoria County, Texas according to the map or plat of said subdivision on file in the office of the County Clerk of said county. Pg. 358
13. Consideration of approving Ordinance No. 2016-2115 designating improvements to land located within the incorporated limits of said City as a reinvestment zone to be known as Nicholas Sanchez, 1932 North Ave. H , reinvestment zone and providing for its initial term and the renewal thereof. Pg. 359-361
14. Consideration of approving Resolution No. 2016-2492 granting a tax abatement agreement to Nicholas Sanchez, 1932 North Ave. H, Freeport Texas, pursuant to the terms and conditions of and authorizing the Mayor and the City Secretary to execute and attest. Pg. 362-374
15. Consideration of approving Resolution No. 2016-2493 to suspend the effective date proposed by CenterPoint Energy Resources Corp., Texas Coast Division, to increase rates under the gas reliability infrastructure program for 45 days and authorize the City's continued participation in a coalition of cities known As the "Texas Coast utilities Coalition" (TCUC) of cities. Pg. 375-378
16. Consideration of approving Resolution No. 2016-2494 denial of application for approval of a rate increase submitted by CenterPoint Energy Houston Electric and authorization to participate in proceedings at the Public Utility Commission of Texas. Pg. 379-383
17. Consideration of approving and releasing the City's interest in trust property on Block 5, Lot 7, Freeport Townsite, known as 527 East 5th Street, Tax. Id. No. 4200-0082-000. Pg. 384-386
18. Consideration of approving and releasing the City's interest in trust property on Block 5, Lt 9, Freeport Townsite, known as 537 East 5th Street, Tax Id. 4200-0084-000. Pg. 387-389
19. Consideration of approving and releasing the City's interest in trust property on Block 5, Lot 10, Freeport Townsite, known as 536 East 6th Street, Tax Id 4200-0085-000. Pg. 390-392

20. Consideration of approving Resolution No. 2016-2495 authorizing Comcast to bore beneath Sweeney Street for the purpose of placing coax cable connecting its existing service at a location near 1302 N. Brazosport Boulevard with the business located at 1400 N. Brazosport Boulevard under the terms and conditions set forth herein; setting a fee to be paid by Comcast and providing for termination after notice and hearing. Pg. 393-396
21. Consideration of approving Ordinance No. 2016-2116 closing a portion of the 100 Block of South Front Street, being shown on the plat of the Velasco Townsite as the portion of said street located between a southerly extension of the easterly boundary line of Lot 12, Block 1, of the Velasco Townsite and southerly extension of the westerly boundary line of Lot 7, Block, 1, of said Townsite. Pg. 397-399
22. Consideration of approving Resolution No. 2016-2496 accepting the offer of and authorizing the Mayor and City Secretary to execute and attest, respectively, and the Mayor to acknowledge and deliver to Talbert Troy Brimage a deed without warranty deed conveying 0.741 acres of land out of the Velasco Drainage District Levee Tract in the Eli Mitchell Survey, Abstract 99, Brazoria County, Texas, to the said Talbert Troy Brimage, he being the sole owner of the real property abutting the same. Pg. 400-425
23. Consideration of approving a replat of Lots 1 & 2, Block 5, Velasco Townsite, being a replat of 0.1492 acres being lots 1 and 2, Block 5 of Velasco Townsite, according to the map or plat thereof recorded in volume 32, Page 14 of the deed records of Brazoria County, Texas being the same lots conveyed to Patrick L. & Mary Bel Garza recorded in County Clerks file No. 2013-038059 of the official records of Brazoria County, Texas. Pg. 426
24. Consideration of approving a survey plat of Sunset Subdivision being a 6.50 Acre Tract, recorded in Volume 1284 Page 135 in the C.G.H.A. & H.O Alsberry League Grant Abstract 4, City of Freeport, Brazoria County, owners avid L. & Amanda Hennig. Pg. 427
25. Consideration of approving a replat of a 4.884 Acre Tract and Parcels 3 & 4 of the partition of a 7.642 Acre Tract out of a called 8.98 Acre Tract recorded in Clerk's File No. 01-058261 of the Brazoria County Official Records in the C.G.H. & H. Alsberry 1 ½ League Grant Abstract 4 City of Freeport, Brazoria County, Texas, owners Richard E. and Jana C. Gardner, along with T. Hodge Walker and J. Rachel Walker. Pg. 428

26. Consideration of approving a JLR-AD Subdivision plat of a 0.246 Acre Tract of Land out of a 0.253 Acre Tract out of a 1.37 Acre Tract, being a portion of Tract 33 of the A.E. Hunter Subdivision of the Guy M. Bryan Survey, Abstract No. 157, Brazoria County, Texas, described in Clerks File No. 2003 0350898 of the official Records of Brazoria County, Texas in the Extra Territorial Jurisdiction of the City of Freeport, Texas, owners Jay Lynn Richardson. Pg. 429
27. Consideration of advertising and setting a bid date for May 30, 2016 for mowing services for the City of Freeport. Pg. 430-433
28. 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:

- Showboat Theater Building/Dollar General Store
217 & 213 West 2nd Street

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 29th, 2016 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday April 4, 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
Councilwoman Sandra Loeza -Absent
Councilwoman Sandra Barbree

Staff: Jeff Pynes, City Manager
Delia Munoz, City Secretary
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Jennifer Hawkins, EDC Director
Dan Pennington, Police Chief
Brian Davis, Fire Chief

Visitors: Ruth Renabato Reuben Renabato
Troy Brimage Sabrina Brimage
Manning Rollerson Jerry Meeks
Evelyn Burridge Moby Burridge
Royce McCoy Margaret McMahan
Edward Garcia Shepard Jones
Nicole Mireles Sam Reyna

Call to order.

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

Invocation.

Wallace Shaw led the Invocation.

Pledge of Allegiance.

Mayor Norma Moreno Garcia led the Pledge of Allegiance.

Attending citizens and their business.

There were none.

Consideration of approving March 21, & 24, 2016 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved the March 21, & 24, 2016 Council Minutes.

Proclamation: designating the month of April 2016 as Fair Housing Month.

Mayor Norma Moreno Garcia read the proclamation, designating the month of April as Fair Housing Month.

Consideration of approving the Planning Commission recommendation to erect stop signs on North Ave. D between Quintana and McNeil Street.

On a motion by Councilman Sublet, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved the Planning Commission's recommendation to erect stop signs on north Ave. D between Quintana and McNeil Street.

Consideration of approving the Planning Commission recommendation to erect stop signs on 8th Street and Magnolia, making it a 4 way stop sign intersection.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with all present voting "Aye", Council unanimously approved the Planning Commission's recommendation to erect stop signs on 8th Street and Magnolia, making it a 4 way stop sign intersection.

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.

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

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.

This item was reagendaed.

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.

Died for lack of a motion.

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.

Died for lack of a motion.

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.

Died for lack of a motion.

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 executive 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.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with all present voting "Aye", Council approved 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 executive 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. Councilman Bolton opposed.

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.

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

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.

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

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.

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

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.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved a 380 Agreement for RB Construction, LLC, 114 Paintbrush ,Lake Jackson for a housing development on Block 1, Lot 14, Windsor Terrace.

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.

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved a 380 Agreement for RB Construction LLC, 114 Paintbrush, Lake Jackson for a housing development on Block 3, Lot 15, Windsor Terrace.

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.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved advertising and setting April 26, 2016 for bids on the Riverside Lift Station upgrade, a CDBG program project No. B-15-UC-48-0005.

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

On a motion by Councilman Bolton, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved the settlement agreement between USOR Site PRP Group.

Mayor Norma Garcia closed the Formal Session and Opened the Executive Session at 6:15 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:

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

Mayor Norma M. Garcia closed the Executive Session and Reconvened the Formal Session to motion on Item 21 at 7:07 p.m.

Adjourn

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 7:07 p.m.

Mayor Norma Moreno Garcia
City of Freeport, Texas

City Secretary, Delia Munoz
City of Freeport, Texas

RESOLUTION

WHEREAS the City of Freeport (Applicant) deems it necessary and proper to apply for financial assistance under the Rules and Regulations of Rural Development, an agency of the United States Department of Agriculture;

NOW, THEREFORE, BE IT PROVIDED by the above named Applicant that Norma Garcia, Mayor, as the Signatory Agent of the Applicant, or the successor of said Agent, is hereby authorized and directed to make application for financial assistance under the Rules and Regulations of Rural Development, an agency of the United States Department of Agriculture; and to sign the acceptance of the financial assistance, when made, and any other documents required to complete the project, on behalf of the above named Applicant.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2016.

City of Freeport

BY: _____, Mayor

ATTEST:

BY: _____
City Secretary

RESOLUTION

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

ON THIS Monday, April 18th, 2016, the City Council of the City of Freeport, Texas, convened in a regular meeting, notice of the convening of which was duly posted in accordance with the Texas Open Meetings Act, when among other business the City adopted the following resolution:

A resolution in connection with application of Bryan Beach for State assistance in cleaning, and maintaining public beach for the period of September 1, 2016 to August 31, 2017.

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

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

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

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

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

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

READ, PASSED AND APPROVED this 18th day of April, 2016.

Mayor Norma M. Garcia
City of Freeport, Texas

Delia Munoz, City Secretary
City of Freeport, Texas

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTION 71.50 OF THE CODE OF ORDINANCE OF SAID CITY, WHICH DESIGNATES FOUR-WAY STOP INTERSECTIONS, TO ADD THERETO, AS AN ADDITIONAL FOUR-WAY STOP INTERSECTION, AT WHICH VEHICULAR TRAFFIC ON DESIGNATED STREETS SHALL STOP IN THE MANNER REQUIRED BY THE TRANSPORTATION CODE, THE INTERSECTION OF EIGHTH STREET AND MAGNOLIA; AMENDING SECTION 71.51 OF THE CODE OF ORDINANCES TO REMOVE SUCH INTERSECTION AS TWO-WAY INTERSECTION; AMENDING SECTION 71.51 OF SAID CODE OF ORDINANCES TO ADD, FOR TRAFFIC TRAVELING IN EITHER DIRECTION ON NORTH AVENUE D, BETWEEN QUINTANA AND McNEIL STREETS, AS A LOCATION FOR A STOP SIGN; PROVIDING FOR THE ERECTION, BY OR AT THE DIRECTION OF THE CITY MANAGER OF SAID CITY, OF THE STOP SIGNS AUTHORIZED BY THIS ORDINANCE; PROVIDING THAT ANY VIOLATION OF SAID CODE OF ORDINANCES, AS AMENDED BY THIS ORDINANCE, SHALL BE A MISDEMEANOR AND UPON CONVICTION PUNISHED BY A FINE NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS AND THAT EACH AND EVERY DAY ANY SUCH VIOLATION OCCURS AND EACH DAY OR PORTION THEREOF ON WHICH ANY SUCH VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, Item (8) of Subsection (a) of Section 542.202 of the Transportation Code authorizes a municipality, as a local authority, with respect to streets and highways under their jurisdiction, to designate stop intersections; and,

WHEREAS, Subsection (b) of Section 542.203 of said Code provides that no ordinance enacted under said Section 542.202 that designates a stop intersection shall be effective until signs giving notice thereof are posted; and,

WHEREAS, Subsection (b) of Section 544.003 of said Code authorizes a municipality, as a local authority, to designate a highway or an intersection under its jurisdiction as a through highway or a stop intersection and place a stop sign at specified entrances thereto; and,

WHEREAS, Subsection (b) of Section 544.002 of said Code and Subsection (c) of Section 544.003 of said Code provide, respectively, that all traffic-control devices and all stop signs placed by a local authority must conform to the manual and specifications adopted by the Texas Department of Transportation under Section 544.001 of said Code; and,

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does here now declare that the adoption of this ordinance is necessary to the

health, safety and general welfare of the inhabitants of said City and the members of the general public traveling upon the streets herein below named.

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

First, Section 71.50 of the Code of Ordinances is hereby amended to add thereto the following intersection as a four-way stop intersection:

■Eighth Street and Magnolia Street.

making it a four-way stop intersection; and Section 71.51 of the Code of Ordinances is hereby amended to delete said intersection as a two-way intersection.

Second, Section 71.51 of the Code of Ordinances is hereby amended to add thereto as a location for traffic traveling in either direction to stop the following location:

■North Avenue D, between Quintana and McNeil Streets.

Third, appropriate signs giving notice of the regulations adopted by this ordinance shall be posted by or at the direction of the City Manager as may be most appropriate conforming to the Texas Department of Transportation manual and specifications.

Fourth, any person violating the Code of Ordinances of the City of Freeport, Texas, as amended by this ordinance shall be guilty of a misdemeanor and upon conviction therefore assessed a fine not to exceed Two Hundred (\$200.00) Dollars; and each and every day any such violation occurs and each day or portion of each day any such violation continues shall constitute a separate offense.

Fifth, no offense committed and no fine, forfeiture or penalty incurred prior to the effective date of this ordinance shall be affected by the adoption of this ordinance but the punishment for any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

Sixth, in the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to

be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Seventh, this ordinance shall take effect and be in force from and after its descriptive caption has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2016.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Trf\StopIntr-5th Ord

NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the 18th day of April, 2016, beginning at 6:00, p.m., in the Police Department Municipal Courtroom located therein at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas, to consider designating the following described real 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:

LOTS 1, 2, BLOCK 5, VELASCO TOWNSITE of the City of Freeport, Brazoria County, Texas, according to the map or plat of said subdivision on file in the Office of the County Clerk of said county, locally known as 2 S. Ave D, Freeport, TX.

On the same date and at the same time and place, the City Council of the City of Freeport, Texas, will consider entering into an agreement granting a tax abatement to the owner or owners of the above described real property.

All interested persons will be given an opportunity to speak and present evidence for or against such designation and for and against such abatement.

By order of the City Council made on March 21, 2016.

Delia Munoz, City Secretary
City of Freeport, Texas

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT; DESIGNATING IMPROVEMENTS TO LAND LOCATED WITHIN THE INCORPORATED LIMITS OF SAID CITY AS A REINVESTMENT ZONE TO BE KNOWN AS THE PATRICK AND MARY BEL GARZA REINVESTMENT ZONE AND PROVIDING FOR ITS INITIAL TERM AND THE RENEWAL THEREOF; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

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

WHEREAS, the City Council of the City of Freeport has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City.

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

First, the City Council of the City of Freeport, Texas, (herein after sometimes "the City") makes the following findings of fact:

(1) That on October 15, 2015 the City Council of the City, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, adopted Resolution No. 2015-2483 establishing a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the same.

(2) That pursuant to such guidelines and criteria, on February 22, 2016, pursuant to such guidelines and criteria, PATRICK and MARY BEL GARZA (hereinafter sometimes "the Owner") filed a written application for a tax abatement for and the designation of a reinvestment zone consisting of improvements to the hereinafter described land for which the Owners are requesting a tax abatement.

(3) That the land on which the improvements for which the Owners seek to have designated as a reinvestment zone is within the corporate limits of the City.

(4) That the adoption of this ordinance designating such reinvestment zone was preceded by a public hearing at which all interested persons were given the opportunity to speak and present evidence for or against such designation.

(5) That written notice of such hearing was given to the presiding officer of each of the other taxing units having real property within such zone more than seven (7) days prior to the date of such hearing.

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

(7) That the improvements to be constructed on such land is a new residence which will add value to the tax roll of the City.

Second, the request of the Owners to have the improvements to Lots 1 and 2, Block 5, Velasco Townsite of the City of Freeport, Brazoria County, Texas, known locally as 2 S. Ave D, Freeport, Texas, designated as a reinvestment zone, as such zone is defined in Subchapter B of Chapter 312 of the Property Tax Code and in the guidelines and criteria adopted by the above mentioned resolution, is hereby approved and such improvements to such land are hereby designated as the Patrick and Mary Bel Garza Reinvestment Zone.

Third, as provided in Subchapter B of Chapter 312 of the Property Tax Code, such designation shall last for an initial term of five (5) years from the date on which this ordinance is read, passed and adopted as indicated below; and such designation may be renewed, with the consent of the City Council of the City of Freeport, Texas, for successive periods up to five (5) additional years.

Fourth, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all such ordinances are hereby expressly saved from repeal.

Fifth, where this ordinance and the comprehensive zoning ordinance of the city conflict or overlap, the zoning ordinance shall prevail and where this ordinance and any other ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

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

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2016.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Abt\Garza-P&M-TxAbt-Ord

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

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

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

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and the economic development of the City.

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

First, the City Council of the City of Freeport (hereinafter sometimes "the City") makes the following findings of fact:

(1) That on October 15, 2015, by its Resolution No.2015-2483, the City Council, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, established a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the City.

(2) That on February 22, 2016, pursuant to such guidelines and criteria PATRICK and MARY BEL GARZA (hereinafter sometimes "the Owner") filed a written application requesting a tax abatement for the following land owned by the Owner, to-wit: Lots 1 and 2, Block 5, Velasco Townsite of the City of Freeport, Brazoria County, Texas, known locally as 2 S. Ave D, Freeport, Texas.

(3) That the land for which the Owner seeks a tax abatement is within the corporate limits of the City and in a reinvestment zone designated as such by Ordinance No.2016-_____.

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

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

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

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

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2016.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Abt\Garza-PGM-TrAbtAgmt-Rsl

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city (the "City"), and PATRICK and MARY BEL GARZA (Owner), individuals residing at 8 South Avenue D, Freeport, Texas 77541, and the owner of interests in real property located within the Zone (as defined below).

W I T N E S S E T H:

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

WHEREAS, the Owner desires to construct a new dwelling on the Property, as shown in the attached Exhibit A, to be used for by the Owner as their personal residence; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of February 22, 2016, in accordance with the City's Resolution No. 2015-2483, adopted October 15, 2015, ("the Resolution") which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, it is reasonably likely that this Agreement will [contribute to the retention, expansion and creation of primary employment and] will attract major investment in the Zone that would be of benefit to property within the Zone and that would contribute to the economic development of the City; and

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

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

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

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

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

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

1. Definitions

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

"Abatement Period" means that period which commences on the first day of the Effective Date of Abatement and ends three (3) years thereafter.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

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

"Effective Date of Abatement" means January 1, 2017.

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

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

"Ordinance" means City of Freeport Ordinance Number 2016e, which created the Zone.

"Owner" means Patrick and Mary Bel Garcia.

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

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

"Resolution" means City of Freeport Resolution No. 2015-2483, adopted October 15, 2015, establishing the property tax abatement program for the City in designated reinvestment zones, for which an abatement is being granted.

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

"Zone" means the Patrick and Mary Bel Garza Reinvestment Zone, which is more particularly described in the Ordinance.

2. Authorization

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

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement is 2 South Ave. D, Freeport, Texas. It is more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

(b) The BCAD tax account number of the Property is: 8110-0055-000.

4. Representations and Warranties by the Owner

(a) The Owner represents that the Owner owns the Property and that the Property is located within boundaries of the Zone. The Owner represents that the Owner is authorized to execute this Agreement and to complete the Improvements described in Section 5 hereof and in the project description marked Exhibit "A" and attached hereto. The Owner represents that as of January 1, 2016, the Property had an approximate appraised value of Thirty-Three Thousand and no/100 (\$33,000.00) Dollars.

The Owner represents and warrants that the construction of the Improvements described in Exhibit "B" will begin on or about March 16, 2016, and that construction of the Improvements will be completed as of the effective date of this Agreement. The Owner represents and warrants that the construction of the Improvements shall be completed as described in Exhibit "A", all for the purpose of providing the Owner with a new dwelling. The total size of the Property is approximately 0.2238 acres.

(b) The Owner represents that no interest in the Property is held or leased by a member of the City Council or a member of the City's Planning Commission.

(c) The Owner represents and warrants that the value of the Property will increase by at least \$100,000.00 upon completion of the Improvements.

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

(e) The Owner represents and warrants that it will construct and operate the Project described in Exhibit "A" attached hereto and incorporated herein by this reference.

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

5. Terms of the Agreement

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

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

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

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

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

(f) The Owner shall provide the City's employees access to all records requested and necessary for the purpose of conducting an audit of the Project. Any such audit shall be made only after giving the Owner notice at least seven (7) days in advance thereof, and will be conducted in such a manner as to not unreasonably interfere with the operation of the Project.

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

6. Tax Abatement

(a) Abatement on the Improvements specifically listed in Exhibit "A" shall be permitted only for the value of new "eligible property" constructed or added after January 1, 2016, subject to the limitation stated in subsection 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible Improvements subject to the abatement shall be determined in accordance with the following schedule:

Total Investment	Abatement Per Year
\$50,000 to \$100,000	100% 50%
\$100,000 to \$1,000,000	100% 75% 50%
Over \$1,000,000	100% 100% 100% 75% 50% 25% 25%

If the construction period extends beyond three (3) years from the Effective Date of Abatement, the Improvements shall be considered completed for purposes of abatement and, in no case, shall the Abatement Period exceed five (5) years from the Effective Date of Abatement.

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

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

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

3. The additional value of the eligible improvements constructed after January 1, 2016, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

(c) The City shall enter into only one tax abatement agreement for the Project described in Exhibit "B" of this Agreement during the existence of the Patrick and Mary Bel Garza Reinvestment Zone.

7. Default and Recapture

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

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

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

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

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

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

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

8. Administration

(a) For purposes of this Agreement, the value of the real Property comprising the Zone, including the value of the Improvements listed in Exhibit "A" hereof, shall be the same as the value of the Improvements determined annually by the chief appraiser of BCAD.

(b) Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the chief appraiser of the BCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

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

9. Compliance with State and Local Regulations

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

10. Merger

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

11. Notice

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

To the Owner

If mailed or personally delivered:

8 South Avenue D,
Freeport, TX 77541

To the City

If mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

(b) Each party may designate a different address by giving the other party written notice as prescribed above at least ten (10) days in advance of the effective date of such designation.

12. Effective Date

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

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

Patrick Garza, Owner

Mary Bel Garza, Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM ONLY:

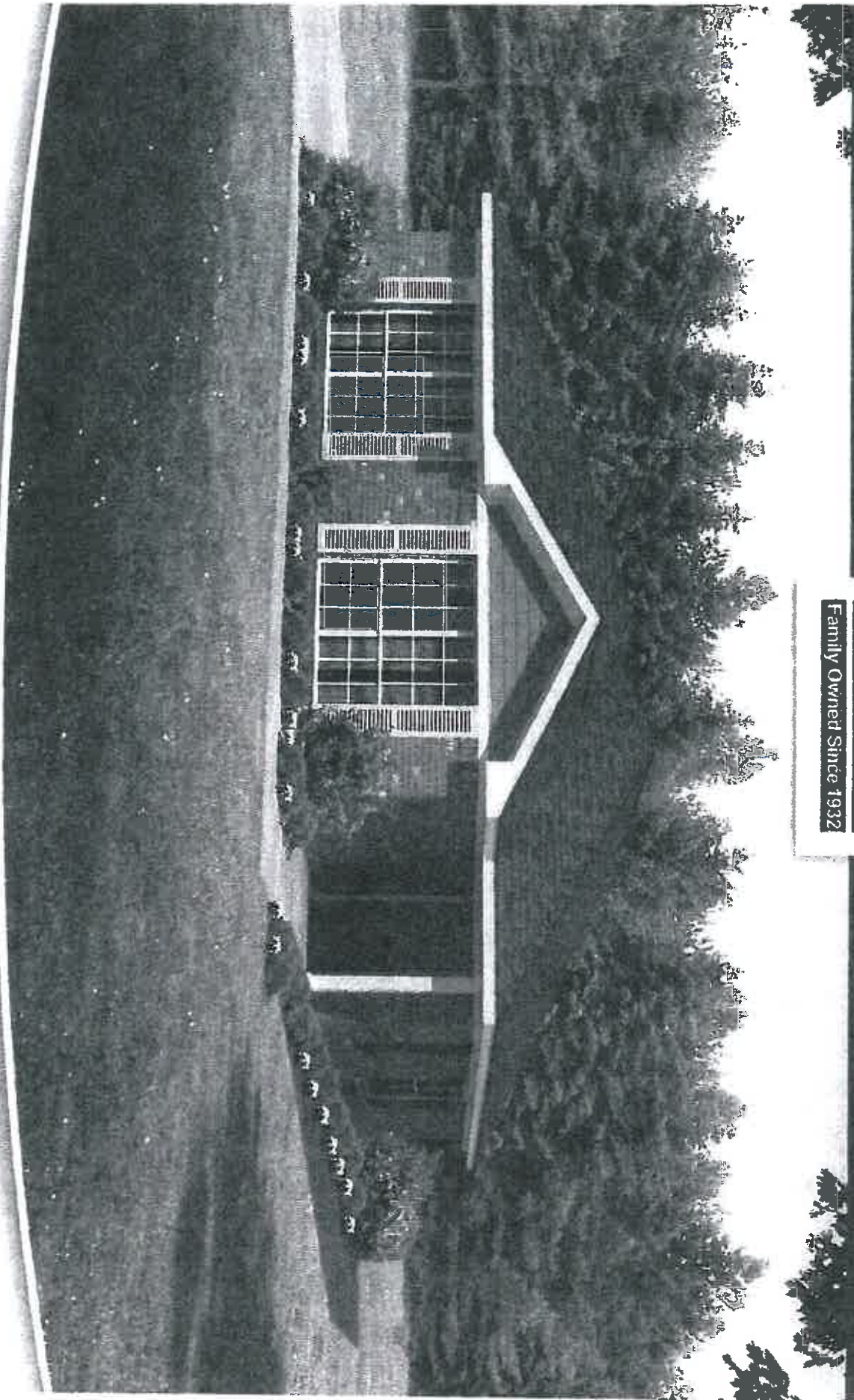
City Attorney

C\Freeport.Abt\Garza-P&M-TaxAbate-Agr

San Augustine
Elevation B

TILSON
HOME CORPORATION
Family Owned Since 1932

1,388 Sq



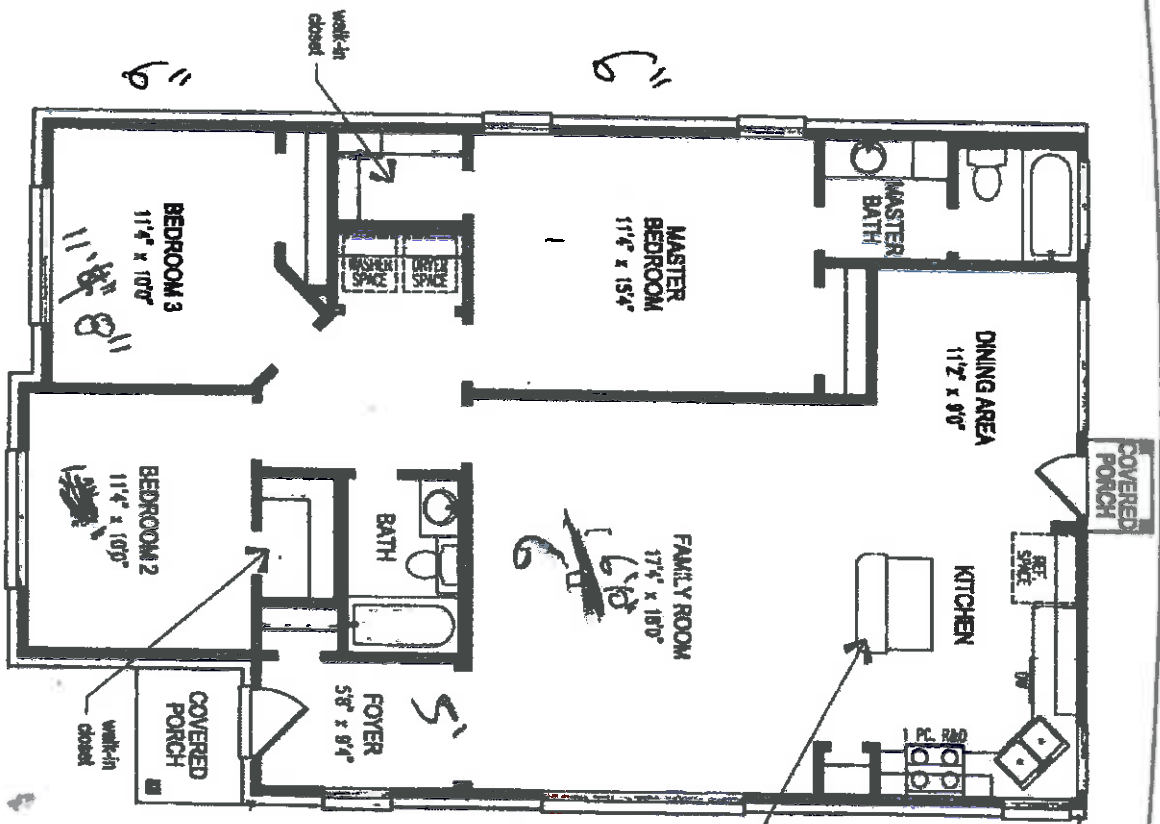
Change this plan any way you want. Move a wall, add a room —
Just ask!

Exhibit "A" Page 1

www.TilsonHomes.com 

© Copyright 2011, Tilson Homes Corporation
Tilson continuously improves their designs and reserves the right to modify these drawings and specifications without notice or obligation. Square footage is approximate and includes overall dimensions. Measurements are shown to be substantially correct. These standard features may vary by home design under location. Contact a Tilson Sales Associate for details.

San Augustine
Elevation B
 1,388 Sq. Ft.
 3 Bedrooms
 2 Full Bathrooms



Angleton
 800-275-9267

Bryan
 800-275-9576

Houston
 800-683-5171

McKinney
 900-291-6812

San Marcos
 810-929-2450

Weatherford
 800-807-8053

Georgetown
 888-816-2997

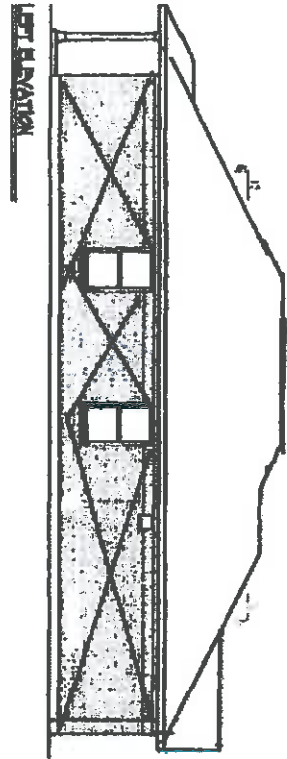
Katy
 866-816-4443

Middleton
 850-243-5983

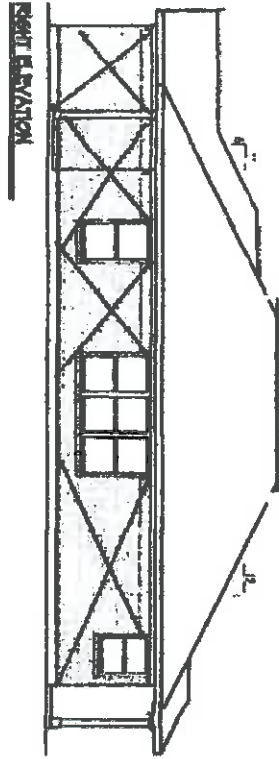
Spring
 888-540-6710

TILSON
 HOME CORPORATION
 Quality Owned • Quality Built • Quality Service

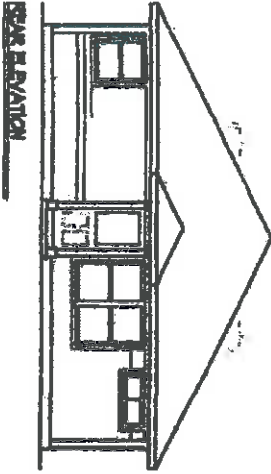
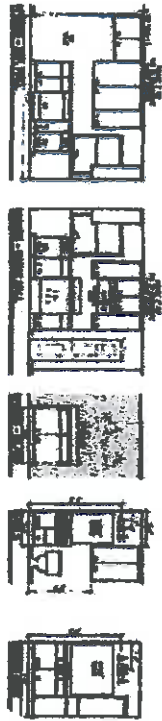
Living-22



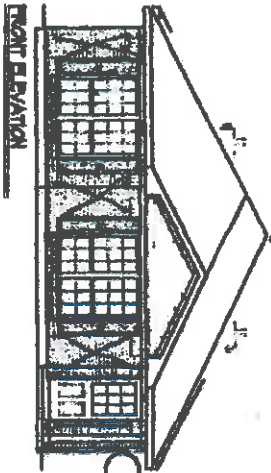
LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

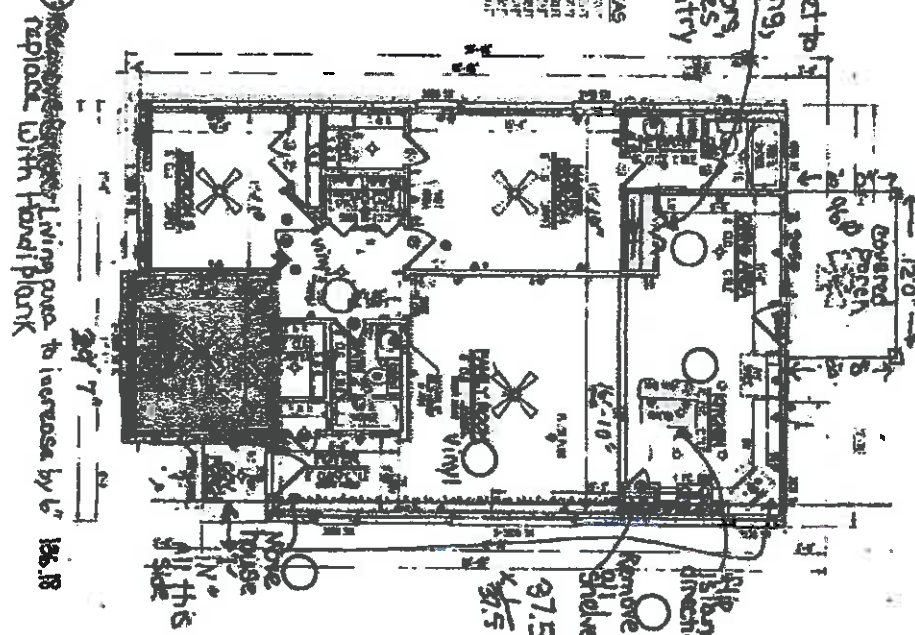


FRONT ELEVATION

Flip Closet to face dining, use bi-fold doors, put shelves from Pantry here

FLOORING AREAS

KITCHEN	48 SQ. FT.
BREAKFAST ROOM	75 SQ. FT.
LIVING	111 SQ. FT.
DINING	75 SQ. FT.
BED #1	111 SQ. FT.
BED #2	111 SQ. FT.
BED #3	111 SQ. FT.
BED #4	111 SQ. FT.
BED #5	111 SQ. FT.
BED #6	111 SQ. FT.
BED #7	111 SQ. FT.
BED #8	111 SQ. FT.
BED #9	111 SQ. FT.
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BED #11	111 SQ. FT.
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BED #94	111 SQ. FT.
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BED #97	111 SQ. FT.
BED #98	111 SQ. FT.
BED #99	111 SQ. FT.
BED #100	111 SQ. FT.



REVERSE PLAN YES NO TOTAL ELECTRIC YES NO

MS-01-9 San Augustine
 "B" Elevation - Gable

TILSON
 HOME CORPORATION

WORK COPY

TAX REINVESTMENT ZONE
RESIDENTIAL APPLICATION

SECTION I

Property Owner(s): Patrick and Mary Garcia

Mailing Address:

Telephone Number:

8 South Ave D Freeport, TX 482-7536

Property Owner's Representative:

Patrick Garcia

Mailing Address:

Telephone Number:

8 South Ave D Freeport, TX 482-7536

Property Address (physical):

2 South Ave D

Property Legal Description:

BKS Lot 62

Located within: City of Freeport



Freeport ET

Description of Project:

new house

Date of projected occupation of project/initiation of operations:

12/16 / 3/16
starting

SECTION II

Fiscal Impact:

What is the value of real property improvements added to the tax rolls? \$ 138,900

What utility construction is required: water, elec, plumbing

Community Impact:

Is the project compatible with the City's comprehensive plan? yes

What adverse environment impact will be created by the project: none

Date: 2/22/16

Applicant(s) Signature(s)
MBulger
X Pella

Pd 7500 2/22/16 CR# 3850

NOTICE OF PUBLIC HEARING

The City Council of the City of Freeport, Texas, will hold a public hearing on Monday, the 18th day of April, 2016, beginning at 6:00, p.m., in the Police Department Municipal Courtroom located therein at 430 North Brazosport Boulevard, Freeport, Brazoria County, Texas, to consider designating the following described real 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:

LOT 16, BLOCK 5, RIVERSIDE TERRACE SUBDIVISION
of the City of Freeport, Brazoria County, Texas,
according to the map or plat of said subdivision
on file in the Office of the County Clerk of said
county, locally known as 1932 N. Ave H, Freeport, TX.

On the same date and at the same time and place, the City Council of the City of Freeport, Texas, will consider entering into an agreement granting a tax abatement to the owner or owners of the above described real property.

All interested persons will be given an opportunity to speak and present evidence for or against such designation and for and against such abatement.

By order of the City Council made on March 21, 2016.

Delia Munoz, City Secretary
City of Freeport, Texas

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT; DESIGNATING IMPROVEMENTS TO LAND LOCATED WITHIN THE INCORPORATED LIMITS OF SAID CITY AS A REINVESTMENT ZONE TO BE KNOWN AS THE NICHOLAS SANCHEZ REINVESTMENT ZONE AND PROVIDING FOR ITS INITIAL TERM AND THE RENEWAL THEREOF; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

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

WHEREAS, the City Council of the City of Freeport has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City.

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

First, the City Council of the City of Freeport, Texas, (herein after sometimes "the City") makes the following findings of fact:

(1) That on October 15, 2015, the City Council of the City, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, adopted Resolution No. 2015-2483 establishing a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the same.

(2) That pursuant to such guidelines and criteria, on February 17, 2016, NICHOLAS SANCHEZ (hereinafter sometimes "the Owner") filed a written application for a tax abatement for and the designation of a reinvestment zone consisting of improvements to the hereinafter described land for which the Owners are requesting a tax abatement.

(3) That the land on which the improvements for which the Owners seek to have designated as a reinvestment zone is within the corporate limits of the City.

(4) That the adoption of this ordinance designating such reinvestment zone was preceded by a public hearing at which all interested persons were given the opportunity to speak and present evidence for or against such designation.

(5) That written notice of such hearing was given to the presiding officer of each of the other taxing units having real property within such zone more than seven (7) days prior to the date of such hearing.

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

(7) That the improvements to be constructed on such land is a new residence which will add value to the tax roll of the City.

Second, the request of the Owners to have the improvements to Lot 16, Block 5 of the Riverside Terrace Subdivision of the City of Freeport, Brazoria County, Texas, known locally as 1932 N. Ave. H, Freeport, Texas, designated as a reinvestment zone, as such zone is defined in Subchapter B of Chapter 312 of the Property Tax Code and in the guidelines and criteria adopted by the above mentioned resolution, is hereby approved and such improvements to such land are hereby designated as the Nicholas Sanchez Reinvestment Zone.

Third, as provided in Subchapter B of Chapter 312 of the Property Tax Code, such designation shall last for an initial term of five (5) years from the date on which this ordinance is read, passed and adopted as indicated below; and such designation may be renewed, with the consent of the City Council of the City of Freeport, Texas, for successive periods up to five (5) additional years.

Fourth, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all such ordinances are hereby expressly saved from repeal.

Fifth, where this ordinance and the comprehensive zoning ordinance of the city conflict or overlap, the zoning ordinance shall prevail and where this ordinance and any other ordinance conflict or overlap, whichever imposes the more stringent regulations or penalties, as the case may be, shall prevail.

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

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2016.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

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

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

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

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and the economic development of the City.

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

First, the City Council of the City of Freeport (hereinafter sometimes "the City") makes the following findings of fact:

(1) That on October 15, 2015, by its Resolution No. 2015-2483, the City Council, pursuant to Subchapter B of Chapter 312 of the Property Tax Code, established a tax abatement and reinvestment zone policy and adopting guidelines and criteria for the City.

(2) That on February 17, 2016, pursuant to such guidelines and criteria NICHOLAS SANCHEZ (hereinafter sometimes "the Owner") filed a written application requesting a tax abatement for the following land owned by the Owner, to-wit: Lots 16, Block 5, Riverside Terrace Subdivision of the City of Freeport, Brazoria County, Texas, known locally as 1932 N. Avenue H, Freeport, Texas.

(3) That the land for which the Owner seeks a tax abatement is within the corporate limits of the City and in a reinvestment zone designated as such by Ordinance No.2016-_____.

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

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

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

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

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2016.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

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TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement") is made by and between the City of Freeport, Texas a municipal corporation and home-rule city ("City"), and NICHOLAS SANCHEZ, (Owner), a single person residing at 1932 N. Ave. H, Freeport, TX 77541;

W I T N E S S E T H:

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

WHEREAS, the Owner desires to modernize the dwelling now located on the hereinafter described premises to be used for a home for the Owner; and

WHEREAS, the Owner has filed a written request for tax abatement, dated as of February 17, 2016, in accordance with the City's Resolution No. 2015-2483, adopted October 15, 2015, ("the Resolution") which establishes the property tax abatement program for the City of Freeport in designated reinvestment zones; and

WHEREAS, it is reasonably likely that this Agreement will contribute to the economic development of the City; and

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

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

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

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

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

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

1. Definitions

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

"Abatement Period" means that period which commences on the first day of the Effective Date of Abatement and ends three (3) years thereafter.

"BCAD" means the Brazoria County Appraisal District.

"City" means the City of Freeport, Texas.

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

"Effective Date of Abatement" means January 1, 2017.

"Eligible Property" means the modernization of an existing residential structure within the City, which expands the local tax base as those terms are defined in the Guidelines and Criteria for Tax Abatement in the City of Freeport attached to and adopted by the Resolution.

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

"Ordinance" means City of Freeport Ordinance Number 2016 - _____, which created the Zone.

"Owner" means Nicholas Sanchez.

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

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

"Resolution" means City of Freeport Resolution No.2015-2483, dated October 15, 2015, establishing the property tax abatement program for the City in designated reinvestment zones, for which an abatement is being granted.

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

"Zone" means the Nicolas Sanchez Reinvestment Zone, which is more particularly described in the Ordinance.

2. Authorization

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

3. Property

(a) The Street Address of the taxable real property to be improved under this Agreement is 1932 N. Avenue H, Freeport, TX 77541, made a part hereof for all purposes.

(b) The BCAD tax account number(s) of the Property is 7310-0117-000

4. Representations and Warranties by the Owner

(a) The Owner represents that the Owner owns the Property and that the Property is located within boundaries of the Zone. The Owner represents that the Owner is authorized to execute this Agreement and to complete the modernization described in Section 5 hereof. The Owner represents that as of November 1, 2015, the Property had an approximate appraised value of

Forty Seven Thousand Nine Hundred Ninety and no/100 (\$47,990.00) Dollars. The Owner represents and warrants that the modernization of the improvements will begin on or about _____, 2016, and that modernization of the Improvements will be completed as of the effective date of this Agreement. The Owner represents and warrants that the modernization of the Improvements shall be completed for the purpose of updating such improvements. The total size of the Property is approximately 0.1435 acres.

(b) The Owner represents that no interest in the Property is held or leased by a member of the City Council or a member of the City's Planning Commission.

(c) The Owner represents and warrants that the value of the Property will increase by at least \$73,000.00 upon completion of the modernization of the improvements located on the Property.

(d) The Owner represents and warrants that it will construct and operate the Project described in Exhibit "B" attached hereto and incorporated herein by this reference.

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

5. Terms of the Agreement

(a) The Owner shall modernize the Improvements substantially in conformity with the Building Permit to be issued by the City.

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

(c) Upon completion of the modernization of the Improvements located on the Property, the Owner shall use the Property for the proposed use specified in this paragraph during the Abatement Period specified in Section 6 hereof. However, the City Council may approve a change from the proposed use in writing, if the City Council determines that the change is consistent with the guidelines adopted by the Resolution and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Section 6 hereof. The proposed use of the Property (unless and until the City Council approves a change in use) is for a single-family dwelling pursuant to the Comprehensive Zoning Ordinance of the City.

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

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

(f) The Owner shall provide the City's employees access to all records requested and necessary for the purpose of conducting an audit of the Project. Any such audit shall be made only after giving the Owner notice at least seven (7) days in advance thereof, and will be conducted in such a manner as to not unreasonably interfere with the modernization of the improvements.

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

6. Tax Abatement

(a) Abatement is on the modernized Improvements specifically listed in the Building Permit constructed or added after January 1, 2016, subject to the limitation stated in subsection 5(c) above. In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. The portion of the value of new eligible Improvements subject to the abatement shall be determined in accordance with the following schedule:

Total Investment	Abatement Per Year
\$50,000 to \$100,000	100% 50%
\$100,000 to \$1,000,000	100% 75% 50%
Over \$1,000,000	100% 100% 100% 75% 50% 25% 25%

If the construction period extends beyond one (1) year from the Effective Date of Abatement, the Improvements shall be considered completed for purposes of abatement and, in no case, shall the Abatement Period exceed three (3) years from the Effective Date of Abatement.

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

1. The value of (i) the property on which the project is located without regard to any modernization of the improvements thereon and (2) any tangible personal property not attached to the land and for which an abatement has not been specifically granted shall be fully taxable.

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

3. The additional value of the eligible improvements constructed after January 1, 2016, but before the effective date of this Agreement, shall be taxable in accordance with Section 6(a) of this Agreement.

(c) The City shall enter into only one tax abatement agreement for the Project described in this Agreement during the existence of the Nicholas Sanchez Reinvestment Zone.

7. Default and Recapture

(a) This Agreement shall terminate in the event that the use and operation of the facility for the purpose specified in Section 5(c) above is discontinued, for any reason excepting fire, explosion, other casualty or accident, or natural disaster, continuously for a period in excess of twelve (12) month during the Abatement Period.

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

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

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

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

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

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

8. Administration

(a) For purposes of this Agreement, the value of the real and personal Property comprising the Zone, including the value of the improvements after their modernization pursuant to this agreement, shall be the same as the value of such improvements determined annually by the chief appraiser of BCAD.

(b) Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the chief appraiser of the BCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

9. Compliance with State and Local Regulations

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

10. Merger

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

others relating hereto are superseded by this Agreement.

11. Notice

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

To the Owner at

1932 North Avenue H, Freeport, TX 77541

To the City

If mailed or personally delivered:

City Manager
200 West Second Street
Freeport, TX 77541

(b) Each party may designate a different address by giving the other party written notice as prescribed above at least ten (10) days in advance of the effective date of such designation.

12. Effective Date

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

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

Signature of Owner

THE CITY OF FREEPORT, TEXAS

BY _____
Its Mayor

ATTEST:

Its City Secretary

APPROVED AS TO FORM

City Attorney

C\Freeport.Abt\Sanchez-N-TaxAbate-Agr

TAX REINVESTMENT ZONE
RESIDENTIAL APPLICATION

SECTION I

Property Owner(s): Nicholas Sanchez

Mailing Address: 1932 N Ave H

Telephone Number(s): 979-236-9975

Property Owner's Representative: _____

Mailing Address: _____

Telephone Number(s): _____

Property Address (physical): 1932 N Ave H

Property Legal Description: Riverside Terrace Block 5 Lot 16
include an attachment if described by metes and bounds)

Located within: City of Freeport yes Freeport ET _____

Description of Project: Entire demo & remodel
est cost of \$90,000.00

Date of projected occupation/initiation of operations: 2/24/14

SECTION II

Fiscal Impact:

What is the value of real property improvements added to the tax rolls? \$ 73,000.00

What utility construction is required:

Plumbing and electrical

Community Impact:

Is the project compatible with the City's comprehensive plan?
Yes (✓) No ()

Describe any possible adverse environment impact created by project:

Date: 2/17/16

Applicant(s) Signature(s)

Nicholas Zankay

AGENDA INFORMATION SHEET

AGENDA ITEM NO. _____

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., TEXAS COAST DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "TEXAS COAST UTILITIES COALITION" ("TCUC") OF CITIES

ALLIANCE OF CENTERPOINT MUNICIPALITIES

The City is a member of the Texas Coast Utilities Coalition ("TCUC") of cities. TCUC was organized by a number of municipalities served by CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program."

Under a recent decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

CENTERPOINT'S "GRIP" APPLICATION

On or about March 31, 2016 CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedules	Current Base Charge	2016 Interim Adjustment	Adjusted Charge
R-2093-GRIP 2016 Residential	\$15.00 per customer per month	\$1.17 per customer per month	\$16.17 per customer per month
GSS-2093-GRIP 2016 General Service Small	\$15.50 per customer per month	\$1.70 per customer per month	\$17.20 per customer per month
GSLV-624-GRIP 2016 General Service Large Volume	\$45.00 per customer per month	\$11.45 per customer per month	\$56.45 per customer per month

CenterPoint's proposed increases represent an increase in annual revenue of about \$4.21 million and represents an increase in annual base-rate revenue of about 6.20%. Also, CenterPoint's proposed increase in revenue results in the following percentage increases in a customer's base rate bills. Base rates recover CenterPoint's costs excluding the cost of gas and are the costs that are directly within CenterPoint's control:

Residential Customer:	6.67% increase in average customer's bill
Commercial Customer:	6.72% increase in average customer's bill
General Service – Large Volume:	7.45% increase in average customer's bill

REVIEW AND ACTION RECOMMENDED

Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce an rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 30, 2016 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, TCUC's Special Counsel, the law firm of Herrera & Boyle, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 30, 2016, CenterPoint's proposed effective date is suspended until July 14, 2016.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., TEXAS COAST DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "TEXAS COAST UTILITIES COALITION" OF CITIES; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS: on or about March 31, 2016 CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charge for a residential customer from \$15.00 to \$16.17, an increase of approximately 8% in the monthly fixed customer charge; and

WHEREAS: the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS: the application to increase rates by CenterPoint is complex; and

WHEREAS: it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint's rate application are correctly done; and

WHEREAS: the effective date proposed by CenterPoint is May 30, 2016 but a suspension by the City will mean that the rate increase cannot go into effect prior to July 14, 2016.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Texas Coast Utilities Coalition (“TCUC”) of cities.

Section 4. The City authorizes the law firm of Herrera & Boyle, PLLC, to act on its behalf in connection with CenterPoint’s application to increase rates.

Section 5. To the extent allowed by law, CenterPoint is ordered to pay the City’s reasonable rate case expenses incurred in response to CenterPoint’s rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2016.

MAYOR

ATTEST:

CITY SECRETARY

AGENDA INFORMATION SHEET
ITEM NO. _____

**DENIAL OF APPLICATION FOR APPROVAL OF A RATE INCREASE
SUBMITTED BY CENTERPOINT ENERGY HOUSTON ELECTRIC
AND AUTHORIZATION TO PARTICIPATE IN PROCEEDINGS AT
THE PUBLIC UTILITY COMMISSION OF TEXAS**

BACKGROUND

On April 4, 2016, CenterPoint Energy Houston Electric, LLC (“CenterPoint”) submitted an Application for Approval of a Distribution Cost Recovery Factor (“DCRF”) to increase its annual revenues by approximately \$61 million and proposes to implement this increase on September 1, 2016. CenterPoint’s application affects all retail electric providers (“REPs”) serving end-use retail electric customers in CenterPoint’s service-area and will affect the retail electric customers of those REPS to the extent the REPs choose to pass along these charges to their customers, which we expect REPs to attempt to do.

This is CenterPoint’s second DCRF filing. A DCRF permits CenterPoint to include in its rates distribution investment that occurred after the conclusion of its most recent comprehensive base rate case, Docket No. 38339, which had a test year ending December 31, 2009. CenterPoint’s DCRF Application includes distribution investments and related expenses from January 1, 2010 through December 31, 2015.

A DCRF filing is a streamlined single-issue proceeding outside of a comprehensive base rate case that moves very quickly. The Commission’s rules dictate that September 1, 2016, absent good cause, is the effective date for new rates. This means, absent good cause, the case will be resolved in approximately 150 days. Discovery is also very limited allowing parties to serve, absent good cause, no more than 20 requests for information and requests for admissions of fact.

REPRESENTATION

The law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) has previously represented the Texas Coast Utilities Coalition (“TCUC”) in rate matters involving CenterPoint Energy. Similarly, the firm of Herrera & Boyle has represented other Texas cities dealing with rate case matters, therefore providing a depth of experience in dealings with CenterPoint and the Public Utility Commission of Texas (“Commission”).

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to the City that will be forwarded to CenterPoint for reimbursement.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

CenterPoint Energy filed its Application for Approval of a DCRF with the City on the same date it filed its application with the Public Utility Commission of Texas. It is important to participate in the Commission's proceeding because its final decision may impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Public Utility Commission of Texas (PUCT), including any appeal of the City's decision on rates.

ACTION: DENIAL OF CENTERPOINT'S PROPOSED RATE INCREASE

This is CenterPoint's second DCRF application and may contain novel or unreasonable proposals and therefore should be carefully reviewed. The City only has 60 days to act on CenterPoint's request. If the City has not acted within 60 days, the application is deemed denied and appealed to the PUCT to be consolidated with the DCRF proceeding pending at the PUCT.

The application was filed on April 4, 2016; therefore the City has until June 3, 2016 to act. It is virtually impossible for the City to set just and reasonable rates before the expiration of City's jurisdiction at the 60-day mark. Denial does not preclude the City's special regulatory counsel and experts an opportunity to perform a review of CenterPoint's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. Further, a denial will not eliminate the possibility of resolving the proceeding through settlement.

RECOMMENDATION

It is recommended that the City deny CenterPoint's application to increase its DCRF rates.

It is also recommended that the City retain the law firm of Herrera & Boyle, PLLC to represent the City's interest in matters related to CenterPoint's DCRF filing and to advise the City with regard to CenterPoint's application, and that the City intervene in the proceeding before the Public Utility Commission of Texas, and represent the City in appeals, if any, regarding CenterPoint's application. A resolution to deny CenterPoint's rate increase is provided with this agenda information sheet.

The City must take action no later than June 3, 2016, but it is recommended that the City take action as early as possible to allow for full participation in proceedings before the Public Utility Commission of Texas.

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF _____, TEXAS (“CITY”) DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE INCREASE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC MADE ON OR ABOUT APRIL 4, 2016; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, on about April 4, 2016, CenterPoint Energy Houston Electric, LLC (“CenterPoint”) filed an application for authority to implement a Distribution Cost Recovery Factor with the City to increase rates effective September 1, 2016; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over CenterPoint’s rates, operations, and services within the municipality; and

WHEREAS, CenterPoint plans to increase its revenue requirement by about \$61 million per year; and

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is 60 days from the application date or June 3, 2016; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of CenterPoint’s application to increase rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating CenterPoint’s rate request it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by CenterPoint to change rates, has in the past joined with other local regulatory authorities to form the Texas

Coast Utilities Coalition (“TCUC”) of cities and hereby continues its participation in TCUC; and

WHEREAS, CenterPoint simultaneously filed its statement of intent to increase rates with the Public Utility Commission of Texas, therefore the decision of the Public Utility Commission of Texas could have an impact on the rates paid by the City and its citizens who are customers in CenterPoint’s service territory and in order for the City’s participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas; and

WHEREAS, CenterPoint failed to show that its proposed rate increase is reasonable and therefore the City has concluded that CenterPoint’s proposed rate increase is unreasonable.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City **DENIES** the rate increase CenterPoint filed on or about April 4, 2016.

Section 3. The City authorizes intervention in proceedings related to CenterPoint’s application for approval of a DCRF before the Public Utility Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as Texas Coast Utilities Coalition (“TCUC”).

Section 4. The City hereby orders CenterPoint to reimburse the City’s rate case expenses as provided in the Public Utility Regulatory Act and that CenterPoint shall do so on a monthly basis and within 30 days after submission of the City’s invoices for the City’s reasonable costs associated with the City’s activities related to this rate review or to related proceedings involving CenterPoint before the City, the Public Utility Commission of Texas, or any court of law.

Section 5. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera & Boyle, PLLC to act as Special Counsel with

regard to rate proceedings involving CenterPoint before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of CenterPoint's rate application subject to approval by the City.

Section 6. The City shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to CenterPoint for reimbursement.

Section 7. A copy of this resolution shall be sent to CenterPoint Energy, care of Mr. Keith Wall, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002-5231; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 8. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Secretary

Trust Property Sale - Agenda Item

Discuss / consider the sale of City interest in lot 7, Block 5, Freeport Townsite

Address: 527 East 5th Street

Tax ID: 4200-0082-000

Sheriff deed filed: January 21, 2015

Previous owner: Carrie Thomas

Appraised Value: **\$2,800.00**

Offer: **\$2,302.27**

Offer made by: Loren Hayes

Amount to City: **\$458.49**

Attached documents:

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

Approved for agenda:

Jeff Pynes

CONNECTEXPLORER



map: Auto 02/2/2016 Select Date image 1 of 10

BID ANALYSIS

Cause Number:	72717	Account Number:	4200-0082-000
Offer Amount:	\$2,302.27	Value \$:	\$2,800.00
Person Offering:	LOREN HAYES	Adjudged Value\$:	\$2,800.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2007-2013	\$152.83
BCED	2007-2013	\$0.00
Brazosport ISD	2007-2013	\$418.29
BRHND	2007-2013	\$17.84
Brazosport College	2007-2013	\$70.03
Velasco Drainage	2007-2013	\$31.00
City of Freeport	2007-2013	\$237.60
Total		\$927.59

Costs

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

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014-2015	\$21.88
BCED	2014-2015	\$0.00
Brazosport ISD	2014-2015	\$55.14
BRHND	2014-2015	\$1.98
Brazosport College	2014-2015	\$12.33
Velasco Drainage	2014-2015	\$4.29
City of Freeport	2014-2015	\$29.63
Post Judgment Total		\$125.25

Proposed Distribution

Offer Amount	\$2,302.27	Costs	\$512.31
Net to Distribute \$			\$1,789.96

BC	16.48%	\$294.91
BCED	0.00%	\$0.00
Brazosport ISD	45.09%	\$807.17
BRHND	1.92%	\$34.43
Brazosport College	7.55%	\$135.14
Velasco Drainage	3.34%	\$59.82
City of Freeport	25.61%	\$458.49

Trust Property Sale - Agenda Item

Discuss / consider the sale of City interest in lot 9, Block 5, Freeport Townsite

Address: 537 East 5th Street
Tax ID: 4200-0084-000
Sheriff deed filed: January 21, 2015
Previous owner: Carrie Thomas
Appraised Value: **\$4,290.00**
Offer: **\$4,290.00**
Offer made by: Loren Hayes
Amount to City: **\$404.89**

Attached documents:

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

Approved for agenda:

Jeff Pynes

CONNECTEXPLORER



map: Auto 02/02/2015 Select Date Page 1 of 16

BID ANALYSIS

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

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2007-2013	\$232.10
BCED	2007-2013	\$0.00
Brazosport ISD	2007-2013	\$635.45
BRHND	2007-2013	\$27.10
Brazosport College	2007-2013	\$106.55
Velasco Drainage	2007-2013	\$47.03
City of Freeport	2007-2013	\$360.96
Total		\$1,409.19

Costs

Court Costs	\$181.33	Sheriff Fees	\$64.54
Publication Fees	\$71.80	Research Fees	\$200.00
Ad Litem		Recording fee's	\$18.97
Liens	\$2,174.96	Certified Mail	
Cost of Deed		Deed file date	
Total			\$2,709.30

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014-2015	\$33.51
BCED	2014-2015	\$0.00
Brazosport ISD	2014-2015	\$84.47
BRHND	2014-2015	\$3.02
Brazosport College	2014-2015	\$18.90
Velasco Drainage	2014-2015	\$6.58
City of Freeport	2014-2015	\$45.38
Post Judgment Total		\$191.86

Proposed Distribution

Offer Amount	\$4,290.00	Costs	\$2,709.30
Net to Distribute \$			\$1,580.70

BC	16.47%	\$260.35
BCED	0.00%	\$0.00
Brazosport ISD	45.09%	\$712.79
BRHND	1.92%	\$30.40
Brazosport College	7.56%	\$119.52
Velasco Drainage	3.34%	\$52.75
City of Freeport	25.61%	\$404.89

Trust Property Sale - Agenda Item

Discuss / consider the sale of City interest in lot 10, Block 5, Freeport Townsite

Address: 536 East 6th Street

Tax ID: 4200-0085-000

Sheriff deed filed: January 21, 2015

Previous owner: Carrie Thomas

Appraised Value: **\$4,290.00**

Offer: **\$4,290.00**

Offer made by: Loren Hayes

Amount to City: **\$0.00**

Attached documents:

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

Approved for agenda:

Jeff Pynes

CONNECTEXPLORER



BID ANALYSIS

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

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	2003-2013	\$324.24
BCED	2003-2013	\$0.00
Brazosport ISD	2003-2013	\$973.22
BRHND	2003-2013	\$41.76
Brazosport College	2003-2013	\$132.97
Velasco Drainage	2003-2013	\$64.92
City of Freeport	2003-2013	\$523.13
Total		\$2,060.24

Costs

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

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2014-2015	\$33.51
BCED	2014-2015	\$0.00
Brazosport ISD	2014-2015	\$84.47
BRHND	2014-2015	\$3.02
Brazosport College	2014-2015	\$18.90
Velasco Drainage	2014-2015	\$6.58
City of Freeport	2014-2015	\$45.38
Post Judgment Total		\$191.86

Proposed Distribution

Offer Amount	\$4,290.00	Costs	\$14,665.44
Net to Distribute \$			-\$10,375.44

BC	15.74%	\$0.00
BCED	0.00%	\$0.00
Brazosport ISD	47.24%	\$0.00
BRHND	2.03%	\$0.00
Brazosport College	6.45%	\$0.00
Velasco Drainage	3.15%	\$0.00
City of Freeport	25.39%	\$0.00

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING COMCAST TO BORE BENEATH SWEENEY STREET FOR THE PURPOSE OF PLACING COAX CABLE CONNECTING ITS EXISTING SERVICE AT A LOCATION NEAR 1302 N. BRAZOSPORT BOULEVARD WITH THE BUSINESS LOCATED AT 1400 N. BRAZOSPORT BOULEVARD UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN; SETTING A FEE TO BE PAID BY COMCAST AND PROVIDING FOR TERMINATION AFTER NOTICE AND HEARING; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY AND A CERTIFIED COPY DELIVERED TO COMCAST.

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

WHEREAS, Section 311.001(a) of the Transportation Code and Sections 2.01, 2.02 and Items (p) and (u) of Section 3.07 of the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

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

First, the City Council of the City makes the following findings of fact:

1. The business located in the City at 1400 N. Brazosport Boulevard desires to be served by Comcast by coax cable.

2. Service by Comcast by coax cable is available at a pole located in the City near 1302 N. Brazosport Boulevard; but, in order to provide service to the business located at 1400 N. Brazosport Boulevard, Comcast must cross Sweeney Street, which intersects with and separates the 1300 and 1400 blocks of N. Brazosport Boulevard.

3. The only practical way for Comcast to connect the service by coax cable available at 1302 N. Brazosport Boulevard with the business located at 1400 N. Brazosport Boulevard is to bore beneath Sweeney Street in the subsurface of the right-of-way of said street.

4. The adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and persons using the services of the business located at 1400 N. Brazosport Boulevard.

Second, Comcast is hereby granted permission to bore beneath the public street known as Sweeney Street and place coax cable in the subsurface of the right-of-way of said street in the manner described in Exhibit ~~A~~ attached hereto and made a part hereof. Provided, however, the City shall not be liable for any damage which may be sustained by Comcast for damages to such coax cable or to any other person or entity, at any time and from any cause whatsoever, including but not being limited to damage from the excavation of the subsurface of such right-of-way by Comcast, the City or any public utility company providing water, natural gas or other utilities to the businesses and residents of the City, whether such damages are caused by Comcast, the City or such public utility company, their employees or contractors, or any other person whomsoever.

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

Fourth, Comcast shall pay a fees of \$ _____ per _____ for the privilege granted by this resolution.

Fifth, the privilege granted by this resolution may be revoked by the City Council after notice and a hearing has been afforded Comcast.

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

Sixth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy hereof shall be delivered to Comcast after its initial payment of the consideration specified above by Item Fourth hereof.

READ, PASSED AND ADOPTED this _____ day of _____, 2016.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

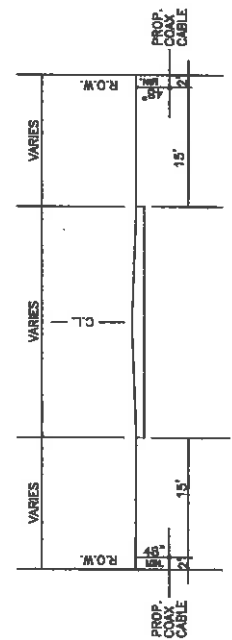
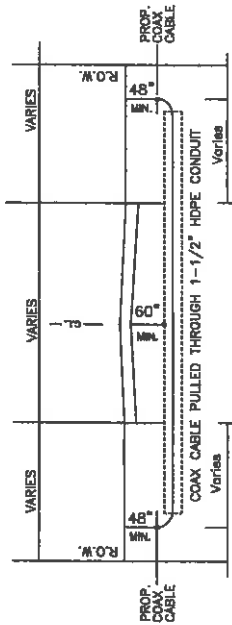
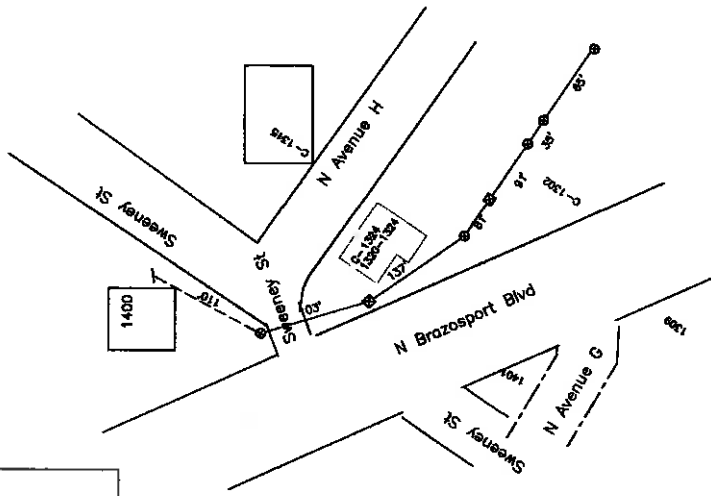
APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Rsl\ComcastBoringPermit-Rsl

Comcast shall overlap riser down and bore for coax cable placement in 1-1/2" HDPE conduit in street ROW starting @ pole near 1302 N Brazosport Blvd, crossing Sweeny then bore underground to new customer @ 1400 N Brazosport Blvd. 18' Minimum clearance above pavement.

Bore Pits /
length 4',
width 4',
depth 4'



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CLOSING A PORTION THE 100 BLOCK OF SOUTH FRONT STREET TOWNSITE AND WITHIN THE CORPORATE LIMITS OF SAID CITY BEING THE PORTION SHOWN ON THE PLAT OF THE VELASCO TOWNSITE AS THE PORTION OF SAID STREET LOCATED BETWEEN A SOUTHERLY EXTENSION OF THE EASTERLY BOUNDARY LINE OF LOT 12, BLOCK 1 OF SAID TOWNSITE AND THE SOUTHERLY EXTENSION OF THE WESTERLY BOUNDARY LINE OF LOT 7, BLOCK 1 OF SAID TOWNSITE; FINDING THAT SUCH CLOSING IS IN THE PUBLIC INTEREST AND THAT IT WILL BENEFIT THE PUBLIC; DIRECTING THE CITY MANAGER TO CAUSE APPROPRIATE BARRIERS AND SIGNS GIVING NOTICE OF SUCH CLOSING TO BE ERECTED; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is located within the City of Freeport, Texas, hereinafter ~~the City~~, a public street called Front Street, shown on the plat of the Velasco Townsite recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas, and hereinafter ~~the Plat~~; and,

WHEREAS, Lots 9, 10, 11 and 12 of Block 1 of said townsite, as shown on the Plat, front on the 500 block of South Front Street and the Official Records of Brazoria County, Texas, reflect that the sole owner of said lots is Braztex Investments, LLC, a Texas Limited Liability Company, of which Talbert Troy Brimage is the sole owner; and,

WHEREAS, the said Talbert Troy Brimage is also individually the sole owner of Lots 7 and 8 of said Block 1 of said townsite, as shown on the Plat, and also the sole owner of the unplatted land which fronts on the 500 block of South Front Street opposite said lots; and

WHEREAS, Lots 1 through 6 of said Block of said townsite, being the remaining lots in the 500 Block of South Front Street, as shown on the Plat, have access to such remaining lots by means of the public alley which, as shown on the Plat, is located between Fisher Street and Division Street, as well as access to such remaining lots from the portion of the 500 block of South Front Street not closed by this ordinance by means of it intersection with South Front Street; and,

WHEREAS, the closing and abandoning of the portion of South Front Street hereby closed will eliminate the need to spend public funds to improve the portion of South Front Street closed by this ordinance; and,

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

WHEREAS, Item (p) of Article 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the closing of such portion of South Front Street at the request of the said Talbert Troy Brimage would be in the public interest for the reasons aforesaid and is, therefore, in the best interest of the inhabitants of the City.

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

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

Second, the portion of the 500 block of South Front Street located between a southerly extension of the easterly boundary line of Lot 12, Block 1 of the Velasco Townsite and the southerly extension of the westerly boundary line of Lot 7, Block 1 of said townsite is hereby closed, except the City hereby retains and reserves all necessary easements for utility lines, cables, poles and mains presently in use or that may be required in the future, the city manager shall cause appropriate barriers and signs giving notice of such closing to be erected.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2016.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney
City of Freeport, Texas

C\Freeport.Ord\Closing Portion of South Front Street-Ord

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ACCEPTING THE OFFER OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO TALBERT TROY BRIMAGE A DEED WITHOUT WARRANTY DEED CONVEYING 0.741 ACRES OF LAND OUT OF THE VELASCO DRAINAGE DISTRICT LEVEE TRACT IN THE ELI MITCHELL SURVEY, ABSTRACT 99, BRAZORIA COUNTY, TEXAS, TO THE SAID TALBERT TROY BRIMAGE, HE BEING THE SOLE OWNER OF THE REAL PROPERTY ABUTTING THE SAME; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

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

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

WHEREAS, Subsections (b) and (c) of Section 272.001 of said Code provides that such notice and bidding requirements do not apply to narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances, which can be sold to (1) abutting property owners in the same subdivision if the land has been subdivided or (2) abutting property owners in proportion to their abutting ownership, if the division between owners is made in an equitable manner; and,

WHEREAS, Talbert Troy Brimage and Braztex Investments, LLC, a Texas Limited Liability Company of which the said Talbert Troy Brimage is the sole owner, are the sole owner of all of the real property abutting the hereinafter described real property; and,

WHEREAS, Subsection (b) of Section 272.001 of said Code provides that any conveyance pursuant thereto may not be for less than the fair market value determined by an appraisal obtained by the political subdivision that owns the land or interest conveyed, and that such appraisal shall be conclusive thereof; and,

WHEREAS, an appraisal report has been prepared by Longs Appraisal Service, a licensed real estate broker, a copy of which marked Exhibit "A" is attached hereto and made a part hereof, stating that the value of the hereinafter described real property is FORTY-TWO THOUSAND AND NO/100 (\$42,000.00) Dollars and the said Talbert Troy Brimage has offered to pay such appraised value to the City in return for a Deed Without Warranty to such property; and

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

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

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

Second, the City Council of the City hereby accepts the offer of the said Talbert Troy Brimage therefor and authorizes the Mayor and City Secretary thereof to execute and attest, respectively, and the Mayor to acknowledge and deliver to the said Talbert Troy Brimage a Deed Without Warranty to the following described real property owned by the City upon the receipt by the City's Director of Finance from the said Talbert Troy Brimage of FORTY-TWO THOUSAND AND NO/100 (\$42,000.00) Dollars, the value specified in such appraisal, to-wit:

A tract of 0.741 acres of land out of a called 2.823 acre tract in the Eli Mitchell Survey, Abstract 99, Brazoria County, Texas, conveyed to the City of Freeport by deed recorded in the Official Records of the Brazoria County, Texas, as County Clerk's File No.

14-020712, and described in metes and bounds in the legal description attached hereto as Exhibit B.

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

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2016.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.CtySell\Brimage-2Deed-Rsl-Revised

DEED WITHOUT WARRANTY

DATE: _____, 2016

GRANTOR: The City of Freeport, Texas, a municipal corporation.

GRANTOR'S MAILING ADDRESS: 200 W. Second St., Freeport, TX 77541.

GRANTEE: TALBERT TROY BRIMAGE

GRANTEE'S MAILING ADDRESS: 326 S. Brazosport Blvd., Freeport, TX 77541

CONSIDERATION:

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

PROPERTY:

A tract of 0.741 acres of land out of a called 2.823 acre tract cibveted to the City of Freeport by deed recorded in the Brazoria County Official Records, Eli Mitchell Survey, Abstract 99, Brazoria County, Texas, described in metes and bounds in the legal description which is attached hereto and made a part hereof as Exhibit **■A.**

GRANTING AND HABENDUM CLAUSE:

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS AND CONVEYS unto Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD unto Grantee and unto the heirs and assigns of Grantee forever.

NO WARRANTY CLAUSE:

This conveyance is without warranty, express or implied, and all warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code (or its successor) are hereby excluded.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE:

This conveyance is made and accepted subject to any and all valid and subsisting easements, rights-of-way, conditions, exceptions, reservations, restrictions, covenants and other encumbrances properly of record affecting the title to the above described property, including but not being limited to those set forth in the above referenced deed to the Grantor from the Velasco Drainage District of property of which the above described property is part and parcel; all visible and apparent easements, including but not being limited to any existing utility lines; and the rights of all parties, if any, in possession. Without limiting the generality of the foregoing:

a. The City of Freeport hereby reserves an easement for the purposes herein described, in the location of the levee shown on the plat attached to the Supplemental Deed Without Warranty from Velasco Drainage District to the City of Freeport, dated in May 2014, duly recorded in the Official Records of Brazoria County, Texas, under Clerk's File No.14-020712, and upon the full width of the currently existing levee on the property described herein. This easement is perpetual and runs with the land and is for the benefit of the City of Freeport and its successors and assigns.

b. The purposes of this easement are to permit the City of Freeport and its successors and assigns to have the following rights: the right to construct, maintain, inspect, operate, and repair a levee and any other flood control or drainage improvements, equipment, and structures upon, over, under, through, and across said easement; the right of ingress to and egress from the surface of the easement; the right to clear and keep cleared brush and all other obstructions from the surface and subsurface of said easement; and the right to install, maintain and use gates in fences which cross said easement.

c. Talbert Troy Brimage and his heirs and assigns, shall have all other rights (to the extent, if any, conveyed by this deed) not herein expressly reserved to the City of Freeport and its successors and assigns, in and to the land included within the above described right-of-way and easement, including, without limitation, the rights to utilize the surface of said land for any use which shall not unreasonably interfere with the rights herein expressly reserved to the City of Freeport, nor endanger the levee, facilities, equipment, or other flood control or drainage improvements of the City of Freeport or its successors and assigns, to be constructed hereunder.

d. Without limiting the generality of any other provision of this deed, this easement is and shall be subject to the provision in the above described deed from Velasco Drainage District to the City of Freeport, stating that the Velasco Drainage District RESERVES the right to regulate, permit, and/or deny any pipeline crossings, excavations, drilling, ground penetrations, construction, improvements, or alterations of the Property or on the Property (except by the City of Freeport or by its contractors while acting as such) as fully as if this conveyance had not been executed.

Grantor also makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the above-described property and any improvements thereon, and by the acceptance of this deed, Grantee accepts such property and improvements "AS IS", "WHERE IS", "WITH ALL FAULTS" and without any representations or warranties by Grantor.

MISCELLANEOUS:

As further consideration for this conveyance, Grantee assumes all taxes for the 2016 tax year, the same having been prorated to the date hereof.

When the context requires, singular nouns and pronouns include the plural and the masculine gender includes the feminine and neuter genders.

THE CITY OF FREEPORT, TEXAS, Grantor

By _____
Norma Moreno Garcia, Its Mayor

ATTEST: _____
Delia Munoz, City Secretary

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2016, by Norma Moreno Garcia, as Mayor of the City of Freeport, Texas.

Notary Public, State of Texas

After recording, return to:

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

C\Freeport.CtySell\Freeport-Brimage-2Sell-Deed



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;

**0.741 ACRE TRACT
ELI MITCHELL SURVEY, ABSTRACT 99
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 3**

THENCE South 31°00'38" West, at a distance of 65.00 feet pass a set 5/8" iron rod with cap for a reference point on line and continue to a total distance of 85.86 feet to a point for corner located in the northeast water's edge of the Old Brazos River;

THENCE coincident with the water's edge of said Old Brazos River, the following courses and distances:

- North 47°00'21" West, a distance of 110.38 feet to an angle point;
- North 45°15'02" West, a distance of 57.27 feet to an angle point;
- North 47°56'00" West, a distance of 50.59 feet to an angle point;
- North 45°47'57" West, a distance of 58.25 feet to an angle point;
- North 47°06'01" West, a distance of 98.93 feet to an angle point;
- North 47°33'31" West, a distance of 9.62 feet to a point for corner;

THENCE North 31°15'39" East, at a distance of 12.96 feet pass a set 5/8" iron rod with cap for a reference point on line and continue to a total distance of 76.05 feet to a set 5/8" iron rod with cap in the southwest right-of-way line of South Front Street, same being the northeast line of said 2.823 acre tract;


THENCE South 58°37'33" East, coincident with the southwest right-of-way line of South Front Street, same being the northeast line of said 2.823 acre tract, a distance of 34.55 feet to a point for corner marking the north corner of a called 0.0295 acre tract conveyed to Gardner L. Campbell in County Clerk's File 15-038929 of the Brazoria County Official Records and from which a found 1/2" iron rod bears North 15°45'04" East, a distance of 0.41 feet;

THENCE South 47°04'52" East, coincident with the southwest line of said 0.0295 acre tract, same being the northeast line of said 2.823 acre tract, at a distance of 115.09 feet pass a found 1/2" iron rod with cap marking the west corner of a called 0.021 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 continue to a total distance of 150.54 feet to a point for corner marking an interior corner of said 2.823 acre tract;

THENCE North 31°17'01" East, coincident with the southeast line of said 0.021 acre tract, same being the northwest line of said 2.823 acre tract, a distance of 30.12 feet to a point for corner in the southwest right-of-way line of South Front Street, same being an exterior corner of the herein described 2.823 acre tract;

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

THENCE South 58°37'33" East, coincident with the southwest right-of-way line of South Front Street, a distance of 9.30 feet to the **POINT OF BEGINNING**, containing 0.741 acre of land, more or less.


Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
November 25, 2015



This description is based on a survey, a plat of which dated November 25, 2015 is on file in the office of Doyle & Wachstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

SURVEY

**BY: Doyle & Wachtstetter, Inc.
Surveying and Mapping**

**0.741 ACRE TRACT
ELI MITCHELL SURVEY, ABSTRACT 99
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 3**

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ELI MITCHELL SURVEY, ABSTRACT 99
BRAZORIA COUNTY, TEXAS
PAGE 3 OF 3**

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Terry Singletary
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November 25, 2015



This description is based on a survey, a plat of which dated November 25, 2015 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

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 Census Tract 6643.00 Map Reference 911-U
 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 yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes Unknown (yr) Loan Charges to be paid by seller \$ N/A Other Sales Concessions N/A
 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 Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 3-6 Mos. Over 6 Mos.
 Present Land Use 85 %1 Family 2 %2-4 Family 3 % Apts 0 % Condo 10 % Commercial
0 % Industrial 0 % Vacant 0 %
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From _____ To _____
 Predominate Occupancy 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

Employment Stability	Good	Avg.	Fair	Poor
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property of Compatibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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. Corner Lot
 Zoning Classification Single Family Residential Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) The highest and best use is its present use.
 Public Other (Describe) _____
 Elec. OFF SITE IMPROVEMENTS Topo Level _____
 Gas Street Access Public Private Size Typical
 Water Surface Asphalt Shape Rectangular
 San. Sewer Maintenance Public Private View 32,278/Water View
 Storm Sewer Curb/Gutter Drainage Adequate
 Sidewalk Street Lights is the property located in a HUD identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): 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 # 48546707801, 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.

	SUBJECT PROPERTY	COMPARABLE NO.1	COMPARABLE NO.2	COMPARABLE NO.3
Address	<u>S. Front Street Freeport, TX 77541</u>	<u>N. Avenue F Freeport, TX 77541</u>	<u>500 W. 8st Street Freeport, TX 77541</u>	<u>Charlotte Clute, TX 77531</u>
Proximity to Subject		<u>1.10 miles NW</u>	<u>0.86 miles SE</u>	<u>5.84 miles NW</u>
Sales Price	<u>\$ N/A</u>	<u>\$ 29,900</u>	<u>\$ 23,500</u>	<u>\$ 13,500</u>
Price Per Foot	<u>\$ 0.00</u>	<u>\$ 1.58</u>	<u>\$ 1.68</u>	<u>\$ 1.86</u>
Data Source	<u>Site Inspection</u>	<u>Navica MLS#55718, Broker</u>	<u>Navica MLS#56468, Broker</u>	<u>HAR MLS#70081675, Broker</u>
Date of Sale and Time Adjustment	<u>N/A</u>	<u>03/10/2015</u>	<u>09/05/2014</u>	<u>07/15/2015</u>
Location	<u>Freeport</u>	<u>Freeport</u>	<u>Freeport</u>	<u>Clute</u>
Site/View	<u>32,278 s.f.</u>	<u>18,875 s.f.</u>	<u>14,000 s.f.</u>	<u>7,248 s.f.</u>
View	<u>Levee</u>	<u>Corner</u>	<u>Corner</u>	<u>Interior</u>
Amenities	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
Sales or Financing Concessions		<u>Cash DOM-434 Days</u>	<u>Cash DOM-122 Days</u>	<u>Cash DOM-145 Days</u>
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus <u>\$ 13,400</u>	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus <u>\$ 18,300</u>	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus <u>\$ 25,000</u>
Indicated Value of Subject		<u>Net=45% Gross=45% \$ 43,300</u>	<u>Net=78% Gross=78% \$ 41,800</u>	<u>Net=185% Gross=185% \$ 38,500</u>

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 ***

RECONCILIATION

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.
 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
Richard Long inspect Property _____
 Date Report Signed 03/27/2016 Date Report Signed _____
 State Certification # _____ State _____
 Or State License # 1324424 State TX
 Expiration Date of License or Certification 12/31/2016 Expiration Date of License or Certification _____

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 differencec 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						
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					

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 FIA 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 N/A
Address S. Front Street
City Freeport County Brazoria State TX
Lender/Client Troy T. Brimage

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:

- [X] Appraisal Report
[] Restricted Appraisal Report

ADDITIONAL CERTIFICATION

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

- [X] 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

- [X] HAVE made a personal inspection of the property that is the subject of this report.
[] 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

- [X] 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 Richard Long
Name Richard Long
Date of Signature 03/27/2016
State Certification #
or State License # 1324424
State TX
Expiration Date of Certification or License 12/31/2016
Effective Date of Appraisal 03/21/2016

Signature
Name
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License
Supervisory Appraiser Inspection of Subject Property:
[] Did Not [] Exterior Only from street [] Interior and Exterior

Longs Appraisal Service
LOCATION MAP ADDENDUM

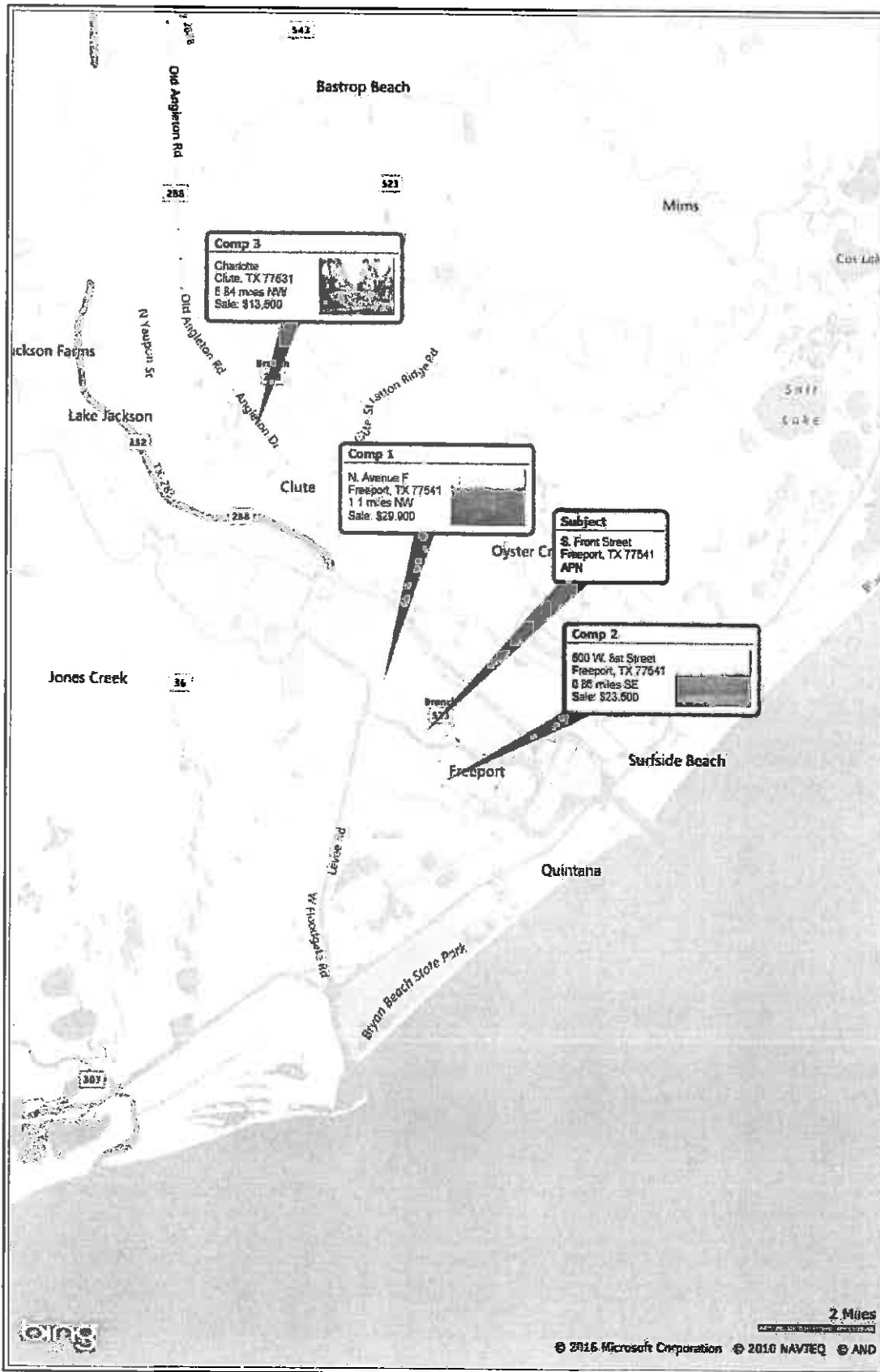
File No. M-0036-16

Borrower N/A

Property Address S. Front Street

City Freeport County Brazoria State TX Zip Code 77541

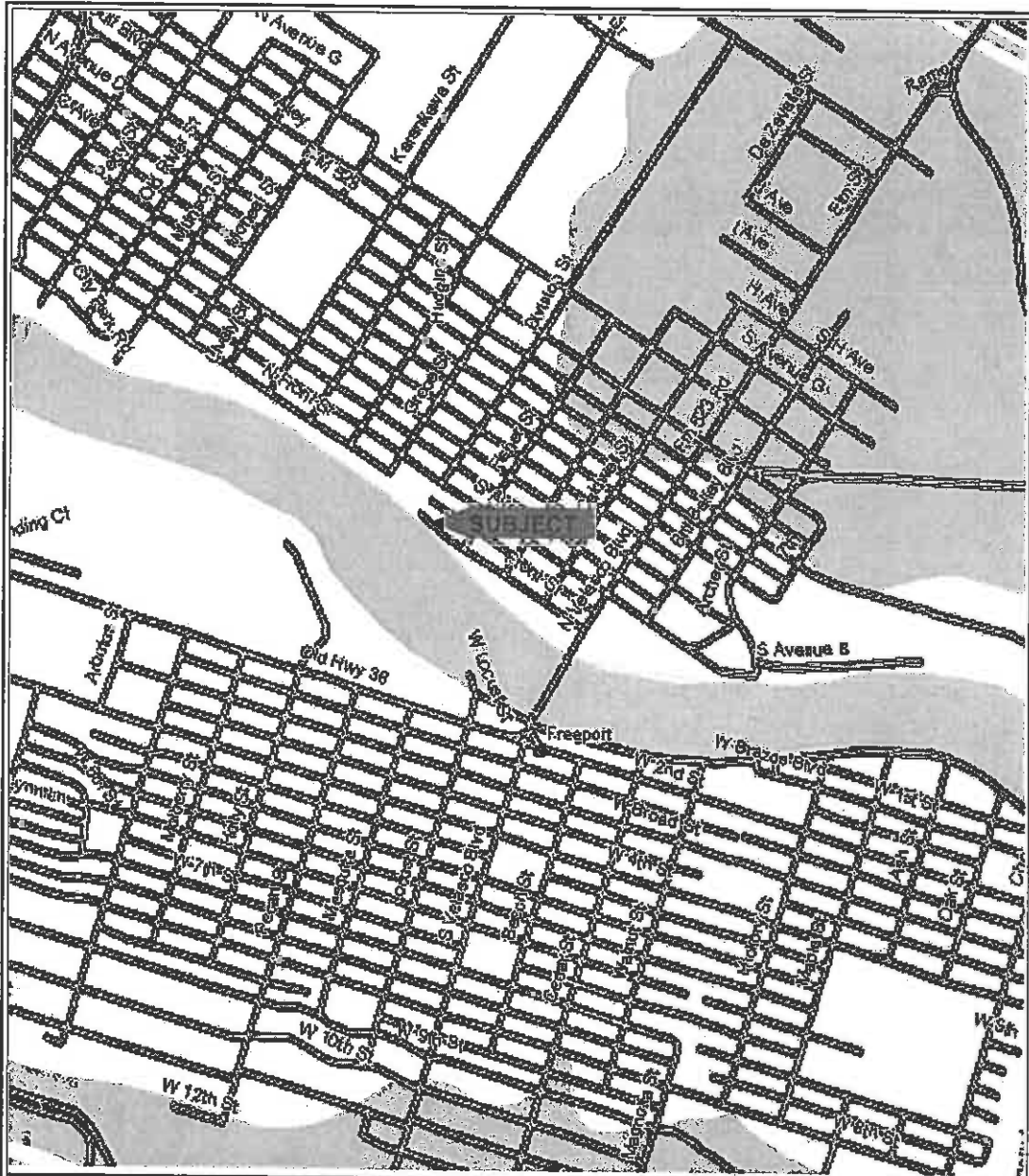
Lender/Client Troy T. Brimage Address 1510 County Road 400, Jones Creek TX, 77541



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>Flood Zones</p> <ul style="list-style-type: none"> Areas inundated by 500-year flooding Areas outside of the 100 and 500 year flood plains Areas inundated by 100-year flooding Areas inundated by 100-year flooding with velocity hazard Floodway areas Floodway areas with velocity hazard Areas of undetermined but possible flood hazard Areas not mapped on any published FIRM 	<p>SFHA (Flood Zone): Out</p> <p>Within 250 ft. of multiple flood zone? Yes</p> <p>Community: 485467</p> <p>Community Name: FREEPORT, CITY OF</p> <p>Zone: X Panel: 485467 0780I Panel Date: 11/17/1993</p> <p>FIPS Code: 48039 Census Tract: 6643.00</p> <p>This Flood Report is for the sole benefit of the Customer that ordered and paid for the 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 accessing 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 FAFDS nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.</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.



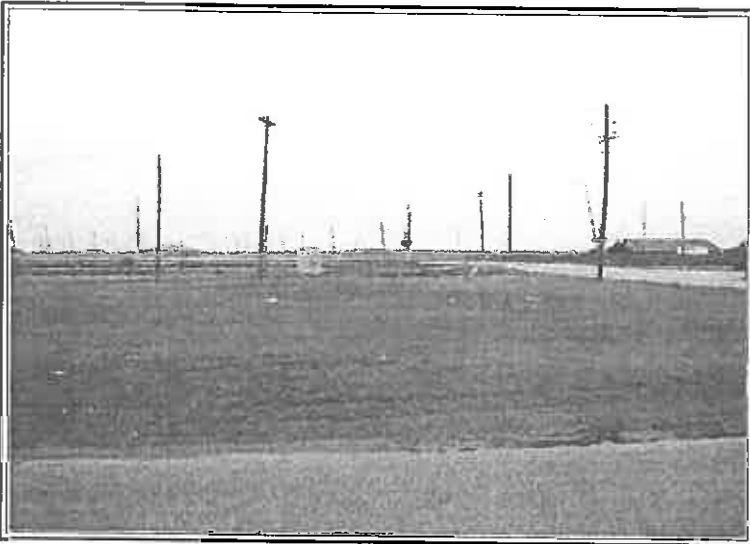
Street Scene.

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

Signature *Richard O Long*
 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

TARY

OF THE

SENT OR

IRON ROD

GULF BOULEVARD
(A.K.A. F.M. 52)
(60' R.O.W., VOL. 32, PG. 2)

DIVISION STREET
(60' R.O.W., VOL. 32, PG. 15, P.R.B.C.)

REFERENCE BEARING
N 33° 04' 00" E - 125.00'

ALLEY
(20' R.O.W., VOL. 32, PG. 15, D.R.B.C.)

LOT 24

LOT 23

LOT 22

S 56° 56' 00" E - 52.00'

10' B.L.

10' B.L.

LOT 1A
0.1492 ACRES

BLOCK 5

LOT 1

LOT 2

5' B.L.

S 33° 04' 00" W - 125.00'

LOT 3

25' B.L.

LOT 4

N 56° 56' 00" W - 52.00'

LOT 5

LOT 24

AVENUE "D"
(60' R.O.W., VOL. 32, PG. 15, P.R.B.C.)

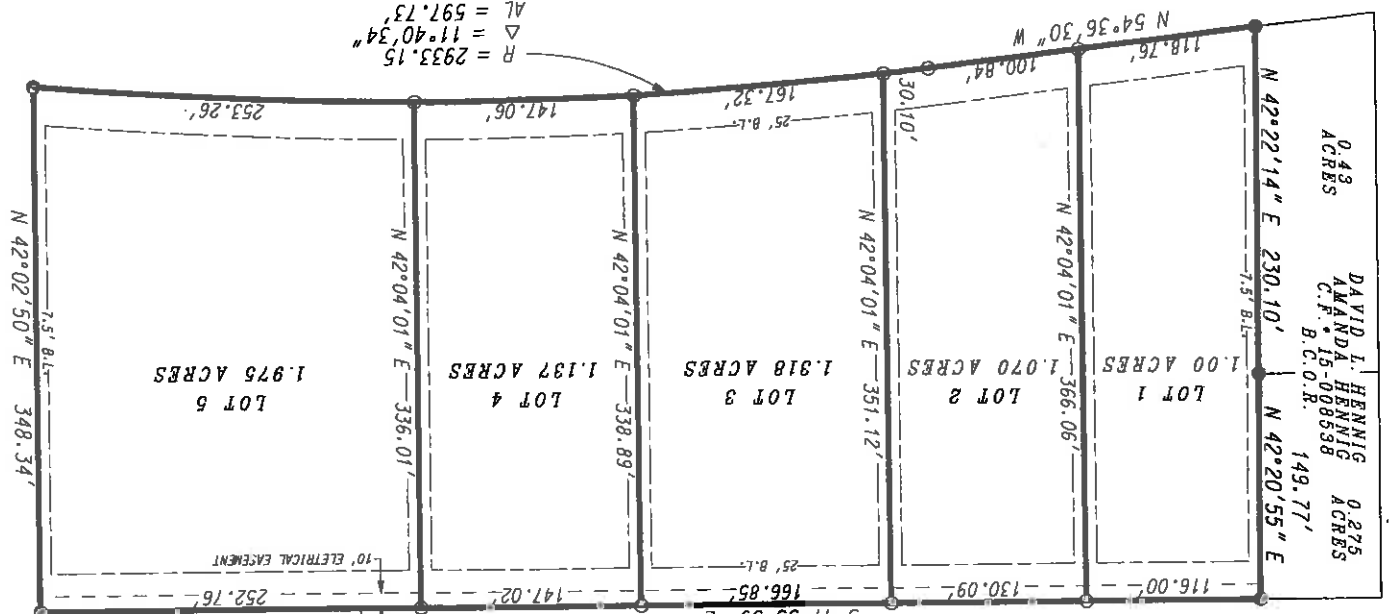
BLOCK 4

LOT 23

LOT 22

LOT 6

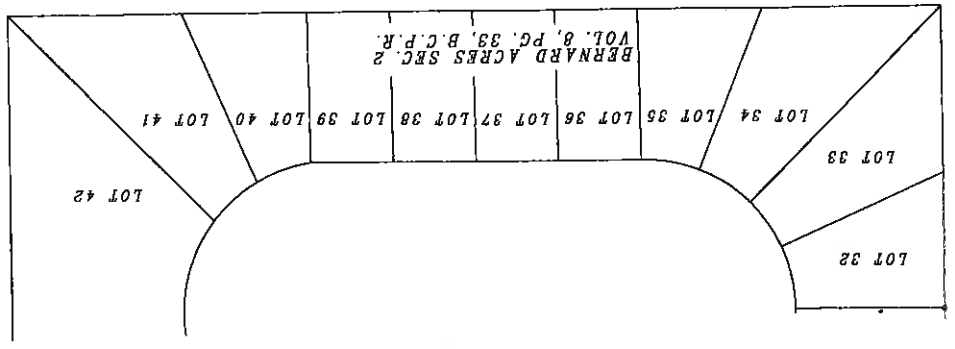
F. M. 2918 (120' R.O.W.)



R = 2933.15
 Δ = 11°40'34"
 AL = 597.73

(60' R.O.W.)

COUNTY ROAD 888E (60' R.O.W.)



DAVID L. & AMANDA HENNIG
 C.F. NO. 15-025214
 B.C.O.R.

KRAUSE E N ESTAKES
 CALIF. 7294 ACRES

N 42°02'50" E 348.34'
 7.5' B.L.

10' ELECTRICAL EASEMENT

FIESTA VILLAGE SUBDIVISION
(UNRECORDED)

ST
CAL
01

REMAINDER OF
A CALLED 7.33 ACRE TRACT
VOL.1410, PG.688 B.C.D.R.

R = 60.00'
Δ = 60°16'45"
L = 63.13'
CH = N 15°55'23" E
60.26'

87.40'
N 42°38'56" E

422.65'
N 43°57'46" E

160.40'
N 46°26'24" E

COUNTY ROAD 469

T. HODGE &
J. RACHEL WALKER
CALLED 4.88 ACRES
12-012118 B.C.O.R.

LOT 5
4.864 ACRES

N 42°09'27" E 824.28'

LOT 4 1.072 ACRES

S 42°09'27" E 594.30'

LOT 2
2.477 ACRES

RICHARD E. &
JANA C. GARDNER

(PARCEL 4)
CALLED 5.537 ACRES
15-059537 B.C.O.R.

N 42°05'50" E 455.11'

227.12'

S 42°05'50" W 442.01'

PARCEL 1
CALLED 1.047 ACRES

RICHARD GARDNER
05-016071 B.C.O.R.

LOT 3
1.008 ACRES

(PARCEL 3)
CALLED 0.500 ACRES
15-059537 B.C.O.R.

DENNIS SANDERS
14-017717 B.C.O.R.

LOT 1
1.50 ACRES

PARCEL 2
CALLED 1.042 ACRES

DENNIS SANDERS
14-017717 B.C.O.R.

N 42°09'04" E 720.00'

765.15'
S 42°09'04" W 1001.13'

JONATHAN C. McEVOY, JR.
& MARILYN N. McEVOY
CALLED 8.97 ACRES
98-003434 B.C.O.R.

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, is interested in entering into a contract for the mowing of tracts, parcels and lots on which weeds and grass, or either of them, over twelve (12") inches in height have been allowed to grow in violation of the ordinances of the City.

SEALED BIDS OR PROPOSALS addressed to the City Manager by any person, firm or corporation desiring to enter into such contract will be received at the office of the City Manager located therein at 200 W. 2nd St., during normal business hours until 2:00 o'clock, p.m., on the _____ day of _____, 20____, on which day, beginning at 2:00 o'clock, p.m., all such bids or proposals will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened.

A LIST OF THE LOTS TO BE MOWED AND BID SPECIFICATIONS CAN BE OBTAINED UPON REQUEST TO THE CITY'S CODE ENFORCEMENT OFFICE also located there at 200 W. 2nd St.

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

BY ORDER OF THE BOARD OF THE CITY COUNCIL this _____ day of _____, 20____.

Delia Munoz, City Secretary
City of Freeport, Texas

NOTE: Publish once not less than ten (10) days before bid return date.

MOWING AGREEMENT

This Agreement, by and between the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter "the City", and the other undersigned, hereinafter called "the Mower" (whether one or more):

1. The Mower hereby agrees to mow, in a good and workmanlike manner and according to the terms of this contract and the bid specifications, which are incorporated herein by reference, the lots, parcels or tracts of land to be described in a written notices given to the Mower from time to time by the Contract Administrator, and as such mowing scheduled in such notices.

2. All materials, appliances, fixtures, equipment, supplies, machinery, tools, supervision of work, labor, insurance, services and any other commodity, item or expense necessary to complete the mowing of such lots, parcels or tracts shall be furnished at Mower's expense and Mower shall for all purposes be regarded as an independent contractor.

3. Mower agrees to indemnify the City, its officers, agents and employees, from any and all claims for personal injury or property damage made by or for any compensation for labor or materials furnished by any third party, including but not being limited to the of the Mower or the officer, partner, agent or employee of Mower, arising out of or resulting from the mowing of any lot, parcel or tract of land in the City and from all interest, costs of court, attorney's fees and other expenses incurred by the City, or its officers, agents or employees in connection therewith.

4. The Mower will immediately pay off and discharge the claims of any and all subcontractors, suppliers, materialmen, mechanics and laborers that have not been paid upon notice of the existence of any such claims given by the Contract Administrator; and obtain and file with the City Secretary a release thereof.

insurance acceptable to the Contract Administrator, and such insurance shall include state required workers compensation and vehicular liability insurance on all vehicles to be used by the bidder as well as comprehensive general public liability and property damage insurance of at least \$250,000.00 for each person, \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

6. Whenever the context so requires, the masculine shall include the feminine and neuter genders and the singular shall include the plural, and conversely.

7. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS CONTRACT CONTAINS ALL AGREEMENTS, REPRESENTATIONS, COVENANTS AND WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO THE OPERATION AND SALE OF THE ABOVE DESCRIBED PROPERTY, AND THE PRICE THEREFOR, AND NO PRIOR AGREEMENT, IF ANY, SHALL BE BINDING UPON THE PARTIES HERETO UNLESS CONTAINED HEREIN.

8. Payment of Mower's invoices shall be from current funds of the City only and shall occur when all of the conditions precedent to such payment have been met.

9. Contractor agrees to adjust mowers to cut at a height of no more than three (3") inches, except for tracts over two (2) acres the cut shall be no more than four and one-half (4.5") inches minimum. Trimming shall be required in the maintenance of all specified areas and grass cut to a height equal to or less than the height of all mowed areas. Edges will be required in the maintenance of specified areas that adjoin curb and sidewalks. All equipment shall be equipped with manufacturer safety equipment and maintained to provide optimum efficiency. All cuttings shall be removed from sidewalks, streets and curbs. Material shall not be blown or swept into streets or drainage inlets.

10. If any provision hereof is declared invalid for any reason by the final judgment of a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this contract but effect shall be given to the intent manifested by the portion held invalid or inoperative.

11. Payment of any invoice submitted by the Mower shall be from the current funds of the City only when all of the conditions precedent to such payment have been met.

12. This contract is a personal service contract and is not assignable, in whole or in part, without consent of the City.

13. This contract shall be performable in BRAZORIA County, Texas, shall be governed by the law of the State of Texas and shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

14. The term of this contract shall be one (1) year from the date of its acceptance by the City, as indicated below, or until all currently budgeted funds have been expended, whichever occurs first.

15. The City reserved the right to terminate this contract prior to the expiration specified above if the Mower fails to meet performance schedules, default in the performance of required duties, otherwise defaults under this contract or becomes insolvent or files bankruptcy proceedings.

EXECUTED this ____ day of _____, 20__.

Mower

ACCEPTED this ____ day of _____, 20__.

CITY OF FREEPORT, TEXAS

By _____
Norma Moreno Garcia, Mayor

ATTEST: _____
Delia Munoz, City Secretary