NOTICE OF PUBLIC HEARING THE FREEPORT CITY COUNCIL MONDAY, MAY 16, 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 May 2, 2016 Council Minutes. Pg. 434-441
- 6. Consideration of approving Ordinance No. 2016-2117 canvassing the returns and declaring the results of the May 7, 2016 General Annual Elections, Pg. 442-444
- 8. Consideration of approving Ordinance No. 2016-2118 canvassing the returns and declaring the results of the 2016 Charter Review Elections. Pg. 445-449
- 9. Administer Oath of Office to duly elected Larry L. McDonald for Councilman Ward A and Nicole Mireles for Councilwoman Ward D. Pg. 450
- 10 Recognize Sandra Loeza and Johnathan Sublet for services to the City of Freeport.
- 11. The selection of the Mayor Pro Tem.
- Consideration of approving a 380 Agreement for RB Construction-LLC, 114 Paintbrush, Lake Jackson 77566 for a housing development on Block 3, Lot 12, Windsor Terrace, known as 503 West 9th Street. Pg. 451-463
- Consideration of approving a 380 Agreement for RB Construction-LLC, 114 Paintbrush, Lake Jackson 77566 for a housing development on Block 3, Lot 13, Windsor Terrace, known as 423 West 9th Street. Pg. 466-478
- Consideration of approving a 380 Agreement for Allsides Investments, LLC-122 West Way, Suite 408, Lake Jackson Texas for a housing development on Block 758, Lots 19, 20, 21, Velasco Townsite, known as 1513 North Ave. N. Pg. 479-490

Adjourn

Items not necessary discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

In compliance with the Americans with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz City Secretary for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, May 13th, 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 May 2, 2016 at 6:00 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazos port Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

Mayor Norma Moreno Garcia

Councilman Johnathan Sublet Councilman Fred Bolton - Absent Councilwoman Sandra Loeza Councilwoman Sandra Barbree

Staff:

Jeff Pynes, City Manager

Gilbert Arispe, Asst. 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 Bob Welch, Finance Director

Visitors:

Ruth Renabato

Reuben Renabato Sabrina Brimage

Troy Brimage Manning Rollerson Evelyn Burridge

Jerry Meeks Moby Burridge Margaret McMahon

Royce McCoy Edward Garcia

Lila Lloyd Sam Reyna

Nicole Mireles

Call to order.

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

Invocation.

Councilman Sublet led the invocation.

Pledge of Allegiance.

Mayor Norma M. Garcia led the Pledge of Allegiance.

Attending citizens and their business.

Manning Rollerson of 402 E. Broad, asked about a segregation order of the East End dated October 30, 1930 by Mayor Collins. He reviewed documents from Lila Lloyd that the East End is a Negro Reservation. He questioned why the Port Freeport can take property through eminent domain on the East End. The Port has not made it clear what the plans are for the East End residents.

Lila Lloyd of 1620 N. Ave. T, stated that she consider herself a historian and collects clipping of interest from the newspapers. She has served on the Port and City's committees. She objects paying taxes to the City and to the Port and disagrees that industry has pipe lines running through residential properties. She asked that her council pay more attention to the growth of Freeport.

Consideration of approving April 4, 2016 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved the April 4, 2016 Council Minutes.

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.

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

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.

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

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.

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

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.

Mayor Norma M. Garcia opened the Public Hearing at 6:15 p.m. 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 l, 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.

There were no comments from audience or staff, Mayor Norma M. Garcia closed the Public Hearing at 6:15 p.m.

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.

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

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.

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

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.

Mayor Norma M. Garcia opened the Public Hearing at 6:18 p.m. 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.

There were no comments from audience or staff, Mayor Norma M. Garcia closed the Public Hearing at 6:19 p.m.

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.

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

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.

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

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.

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

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.

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

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.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with all present voting "Aye", Council unanimously approved to reagenda this item.

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.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with all present voting "Aye", Council unanimously approved to reagenda this item.

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.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with all present voting "Aye", Council unanimously approved to reagenda this item.

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.

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

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.

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

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.

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

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.

On a motion by Councilwoman Barbree, seconded by Councilwoman Loeza, with all present voting "Aye", Council unanimously approved a replat of Lots 1 & 2, Block 5, Velasco Townsite, being a replat of 0.1492 acres being Lots I 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.

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 Astract 4, City of Freeport, Brazoria County, owners David L. & Amanda Hennig.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with all present "Aye", Council unanimously approved a surve 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 Astract 4, City of Freeport, Brazoria County, owners David L. & Amanda Hennig.

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.

On a motion by Councilwoman Barbree, seconded by Councilman Sublet, with allpresent "Aye", Council unanimously approved 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.

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.

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

Consideration of advertising and setting a bid date for May 30, 2016 for mowing services for the City of Freeport.

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council approved setting a bid date for May 30, 2013 for mowing services for the City of Freeport.

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

On a motion by Councilwoman Loeza, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved setting a Public Hearing date for May 23, 2016 to notify all responsible parties for the Showboat Theater Building/Dollar General Store.

Mayor Norma Moreno Closed the Formal session and opened the Executive Session at 6:30 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:

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

Mayor Norma M. Garcia closed the Executive Session at 7:15 p.m. and reconvened the Formal Session to motion on No. 28.

<u>Adjourn</u>

On a motion by Councilman Sublet, seconded by Councilwoman Barbree, with all present voting "Aye", Mayor Norma M. Garcia adjourned the meeting at 7:16 p.m.

Mayor Norma Moreno Garcia
City Secretary Delia Munoz
City of Freeport, Texas
City of Freeport, Texas

ORDINANCE NO. 2016-2117

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ANNUAL ELECTION HELD IN WARDS A AND C OF SAID CITY ON THE 7TH DAY OF MAY, 2016, FOR THE PURPOSE OF ELECTING PERSONS TO COUNCIL POSITION A AND COUNCIL POSITION C ON THE CITY COUNCIL OF SAID CITY, EACH BEING ELECTED FOR A TWO (2) YEAR TERM; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE -- Scope of Ordinance

This ordinance relates to the annual election called by Ordinance No. 2016-2103 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on February 1, 2016, and amended by the Mayor and City Council of said City by Ordinance 2016-2109, read, passed, adopted and ratified on March 21, 2016, ordaining and ordering, respectively, that an election be held on the first Saturday in May, 2016, to-wit, the 7th day of May, 2016, in Wards A and C of said City, for the purpose of electing to office persons to fill the offices of Council Position A and Council Position C on the City Council of said City, each person to be elected to a two (2) year term.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact and conclusions of law with respect to said election, to-wit:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinances, and that only qualified voters were permitted to vote at said election. Third, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, at said election a total of 139 votes were cast in the Ward A election and 227 votes were cast in Ward C election.

Fourth, that the following named candidates received the number of votes set opposite their names, to-wit:

NAME	POSITION	TOTAL VOTES
LARRY L. McDONALD	COUNCIL POSITION A	67
MICHELLE KENT	COUNCIL POSITION A	15
JERRY MASTERS	COUNCIL POSITION A	7
JOHNATHAN SUBLET	COUNCIL POSITION A	45
MANNING TINY. ROLLERSON	COUNCIL POSITION A	5
NICOLASA (NICOLE) MIRELES	COUNCIL POSITION C	108
SANDRA LOEZA	COUNCIL POSITION C	102
RON WISE	COUNCIL POSITION C	17

Fifth, that the following named person received the number of write-in votes for the position set opposite her name: NONE

Sixth, at the time of said election, Section 5.05 of the Home Rule Charter of the City of Freeport provided that election to office shall be by a plurality.

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that LARRY L. MCDONALD and NICOLASA (NICOLE) MIRELES have been elected to Council Position A and Council Position C on the City Council of the City of Freeport, Texas, respectively, for a two (2) year term each, and that, upon filing the signed statement and taking the Constitutional Oath of Office as required by Article 16, Section 1 of the Texas Constitution, each such person shall be entitled to said office for such term and until his

successor shall have been duly elected and qualified according to law.

SECTION FOUR--Ratification and Confirmation by Mayor

By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas, hereby ratifies and confirms as his action all matters herein above recited which by law come within his jurisdiction.

SECTION FIVE -- Effective Date

e and

	This	ordinance	shall h	e eff	ective	immediat	ely u	ipon :	its	passag
adopti	ion.									
	READ,	PASSED AM	D ADOPTED	this		đ	ay of	May,	2016	
						loreno Ga Freepor			•	
attes:	r:									
n. 7. f										
City o	Munoz of Fre	, City Sec eport, Te	retary, uas							
APPRO	ved as	TO FORM (ONLY:							
		w, City At								

C\Freeport.Elc\2016 Election-Canvass

ORDINANCE NO. 2016-2118

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A CHARTER AMENDMENT ELECTION HELD IN AND THROUGHOUT SAID CITY ON THE FIRST SATURDAY IN MAY, 2016, BEING THE 7TH DAY OF MAY, 2016, ON THE QUESTION OF THE ADOPTION OF SIX (6) AMENDMENTS TO THE HOME RULE CHARTER OF SAID CITY; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; PROVIDING FOR THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE SECRETARY OF STATE AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE -- Scope of Ordinance

This ordinance relates to the charter amendment election called by Ordinance No. 2016-2104 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified by the City Council and Mayor of said City, respectively, on February 1, 2016, as amended by Ordinances No. 2016-2106 and 2016-2110, heretofore read, passed, adopted and ratified on the 16th day of February, 2016, and the 21st day of March, 2016, respectively, ordaining and ordering, respectively, that such an election be held in and throughout the said City on the first Saturday in May, 2016, to-wit, May 7, 2016, for the purpose of permitting the qualified electors of said City to vote for or against the adoption of eight (8) amendments to the Home Rule Charter of said City.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact with respect to said election:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2014-2104, as amended by said Ordinances 2016-2106 and 2016-2110, and that only qualified voters were permitted to vote at said election.

Third, that based on the returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, the following listed amendments received the total votes "for" and "against" set opposite the numbered amendment:

AMENDMENT NO.	FOR	AGAINST
AMENDMENT NO. ONE	344	274
AMENDMENT NO. TWO	324	283
AMENDMENT NO. THREE	332	275
AMENDMENT NO. FOUR	391	238
AMENDMENT NO. FIVE	372	263
AMENDMENT NO. SIX	267	344
AMENDMENT NO. SEVEN	407	195
AMENDMENT NO. EIGHT	403	198

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare, order and ordain, respectively, that the following amendments have been duly adopted and are now a part of the Home Rule Charter of the City of Freeport, Texas:

AMENDMENT NUMBER ONE

The first unnumbered paragraph of Section 3.02. Qualifications of the Home Rule Charter of the City will be amended to read:

"The Mayor and each member of the City Council shall be a registered voter and a resident citizen of the City of Freeport for at least twenty-four (24) consecutive months and, in the case of members of City Council other than the Mayor, a resident of the Ward sought to be represented for at least six (6) consecutive months, immediately preceding his or her application to have his or her name placed on the official ballot and the filing of proof of his or her qualifications as required by law."

AMENDMENT NUMBER TWO

The third unnumbered paragraph of Section 3.02. Qualifications of the Home Rule Charter of the City will be amended to read:

"If any such officer shall fail to maintain the foregoing residence qualifications during his or her term of office or shall be absent from three (3) consecutive regularly scheduled meetings of the City Council without a valid written excuse filed with the Mayor or Mayor Pro Temp or sent to either of them by e-mail or text message before the missed meeting and approved by the City Council at its next regularly scheduled meeting, or fail to attend at least eighty (80%) percent of the regularly scheduled meetings of the City Council during any fiscal year, without a valid excuse approved by the City Council, the City Council must at its next regularly scheduled meeting declare a vacancy to exist in the office held by such officer and shall fill such vacancy as set forth in Section 3.06 of this Charter."

AMENDMENT NUMBER THREE

Section 4.08. Fire Department of the Home Rule Charter of the City will be amended to read:

"Section 4.08. FIRE AND E.M.S. DEPARTMENT

For the protection of property and lives within the city, there is hereby established and there shall be maintained by the city a department to be known as the Freeport Fire and E.M.S. ("Emergency Medical Service")."

AMENDMENT NUMBER FOUR

Section 5.05 Election by Plurality of the Home Rule Charter of the City shall be amended to read as follows:

Section 5.05 ELECTION BY MAJORITY

Election to office shall be by majority with the candidate receiving a majority of the number of votes (if otherwise qualified) being deemed elected to office. If no candidate gains a majority of the votes, the city council shall cause to be held a runoff election between the two (2) candidates with the most votes to be held during the same calender year and on a day permitted by the Texas Election Code. In the event of a tie at any election, lots shall be cast to determine a winner in accordance with the Texas Election Code.

AMENDMENT NUMBER FIVE

A new Section 5.10 Limitation on Consecutive Terms which shall read as follows:

■Section 5.10 Limitation on Consecutive Terms of Office

No person shall be eligible to become a candidate for election to the same office for more than three (3) consecutive terms. Provided, however, the previous terms to which any person holding an elective office on the date this provision becomes effective shall not be counted..

AMENDMENT NUMBER SIX

(This amendment did not pass).

AMENDMENT NUMBER SEVEN

Section 10.07 Consent of Property Owners of the Home Rule Charter of the City is amended to read:

"Section 10.07 Consent of Property Owners

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility; but such abutting and adjacent property shall thereafter be restored to its previous condition and nothing in this Charter or in any franchise granted hereunder shall ever be construed to deprive any such property owner of any right of action for damage or injury to his or her property as now or hereafter provided by law."

AMENDMENT NUMBER EIGHT

Section 11.011 - Selection Of Newspaper for Publication, Subsection (a), of the Home Rule Charter shall be amended to read as follows:

"(a) Every ordinance or resolution adopted by the City Council, which is required or permitted to be published in a newspaper, shall designate, in the body thereof, one or more newspapers of general circulation within the City of Freeport in which such ordinance or resolution, or the descriptive caption thereof, shall be published; and it shall also appear on the City s website for at least ten (10) days or for the length of time between each publication, if it is required to be published more than once, whichever is longer."

SECTION FOUR--Notice to the Secretary of State

A certified copy of this ordinance shall be sent by the City Secretary to the Secretary of State.

SECTION FIVE--Effective Date

This ordinance shall be effective immediately upon its passage and adoption.

READ, PASSED AND ADOPTED this _____ day of May, 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.Elc\2016 Charter Election-Canvass

Form #2204 Rev. 10/2011

Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334



This space reserved for office use

Filing Fee: None

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

State of) County of)	
Sworn to and subscribed before me this	day of , 20
(seal)	
, ,	Signature of Notary Public or Other Officer Administering Oath
	Printed or Typed Name



380 Agreement Application

Applicant Name:	luan Birdsong
Proposed Property Address:	J ====================================
Legal Description:	
	lot 12, BIK 3, Windsor Terrace
Proposed Zoning Classification:	
Proposed Build Site Dimensions	: <u>75'X 120'</u>
Assessed Value: #6,950	Proposed Purchase Value #7,000
Do you own the property:	YES NO
If NO, please propose a timeline	for purchase:
Proposed Construction Dates:	Start: 5/1/16
	Complete: 11/1/16
Completed Project Valuation:	
Does your development include	
Proposed Buil Photo of Eleva Square Footag Decorative Fre	ding Plans ation se
□ Driveway	
One Car Gara	ge Two Car Garage
APPROVED AND EX	NDS BEFORE APPLICATION IS PECT ANY FORM OF REBATE
Applicant Signature Date	
Date	Received by Date
City Manager	
City Manager Approval Date	Approved Rebate Value

AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

This agreement (the "Agreement") is made and entered into by and between the City of Freeport, a Texas home rule municipal corporation created and located in Brazoria County, Texas (the "City), and RB Construction, LLC (the "Company"), 114 Paintbrush, Lake Jackson, Texas 77566.

WITNESSETH:

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

WHEREAS, the Company owns or will own land within the City, legal description: WINDSOR TERRACE, (FREEPORT) BLOCK 3, LOT 12 SEC 1 [PROPERTY ID 266974] and [GEOGRAPHGIC ID 8400-0060-000] in Freeport, Texas hereafter known as ("the "Property"), and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

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

WHEREAS, the taxable value of the Improvements to be added to the tax base will be an estimated value of \$150,000; and

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

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

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

WHEREAS, the City agrees to provide to the company the sum not to exceed \$5,000 per R-1, R-2 in the form of a rebate of new revenue values created from the new housing Improvements. The rebate will be reimbursed completely upon the completion of the project, issuance of a certificate of occupancy and the sale of the new single family home; and

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

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

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

- 1. The Company covenants and agrees that it will commence construction on the Improvements on the Property within a term of not more than 60 days from the effective date of the Agreement.
- 2. The Company also covenants and agrees the total completion of the Improvements will occur within 180 days from the effective date of this Agreement. Extensions of these deadlines, due to extenuating circumstances or uncontrollable delays may be granted by the City Manager up to six months. Any extensions beyond six months must be approved by the City Council of Freeport. Failure to complete the Improvement during the term or any authorized extension(s) will nullify any rebate or assistance granted within this Agreement.
- 3. The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.
- 4. In consideration of the Company's representations, promises, and covenants, the City agrees to rebate to the Company the total sum of \$5,000.00. The City agrees to provide to the company the sum of \$5,000.00 in the form of a rebate of new revenue values created by the improvement. The City agrees to distribute the total rebate value upon the completion of the project, the issuance of a certificate of occupancy and the sale of the new single family home improvement; and
- It is understood and agreed that either person responsible for a default of this Agreement shall reimburse the other party for any and all reasonable attorney's fees and cost incurred by the other party as a result of any default.
- 6. This Agreement shall inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for as long as this Agreement, or any extension thereof, remains in effect.
- 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, with a return receipt requested.

If to City: City of Freeport

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

RB Construction, LLC

Attn: Mr. Ryan Birdsong

114 Paintbrush

Lake Jackson, Texas 77566

- 8. This Agreement shall be performable and enforceable in Brazoria County, Texas and shall be construed in accordance with the laws of the State of Texas.
- 9. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties.
- 10. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 11. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- 12. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, or any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEME, 2015 (the "Effective Date")		cuted by the parties on this day of
RB Construction, LLC		CITY OF FREEPORT, TEXAS
BY:		BY:
NAME: Mr. Ryan Birdsong		Name: Mayor Norma Moreno Garcia
TITLE: President		TITLE: Mayor City of Freeport
Attest:		Attest:
Name: J	eff Pynes, City Ma	anager
pv.		

Grazoria CAD

Property Search Results > 266974 RB CONSTRUCTION for Year 2016

Property

ن بمراج

Account						
Property ID:	266974		Legal De	scriptio	O' WINDSOD TERRACE IFRE	199
Geographic ID:	8400-0060-000	1	Agent Co	ide:	n: WINDSOR TERRACE (FREE)	ORI), BLOCK 3, LOT 12 SEC 1
Type:	Real					
Property Use Code:						
Property Use Descript	ion:					
Location						
Address:	W 9TH ST FREEPORT,	made offers to the second	Mapsco:		* ************************************	• • /
Neighborhood:	CITY OF FREEPO	ORT T/S	Map ID:			
Neighborhood CD:	CFP		·			
Owner						
Name:	RB CONSTRUCT	ION	Owner ID		1120124	No
Mailing Address:	114 PAINT BRU! LAKE JACKSON,		% Owner	ship:	100.0000000000%	
			Exemptio	ns:		
Values						
(+) Improvement Ho	mesite Value:	+	N/A			
(+) Improvement No		+	N/A			
(+) Land Homesite V		+	N/A			(950
(+) Land Non-Homes	•	+	_	4 - 4 -	m 1	•
(+) Agricultural Mark		+	O N/A	Ag / I	imber Use Value	
(+) Timber Market Vi		•	N/A		N/A	
(1) INDUCT MERKEL A	aiuation;	+	N/A		N/A	
(=) Market Value:		'n	N/A			
(-) Ag or Timber Use	Value Reduction		_			
		7824	N/A			
(=) Appraised Value:		*	N/A			
(-) HS Cap:		Ω	N/A			
			.77			
(=) Assessed Value:		=	N/A			
			. 47.1			

Taking Jurisdiction

Owner: RB CONSTRUCTION % Ownership: 100.00000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Fakturat ad S
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A		Estimated Tax
CFP	CITY OF FREEPORT	N/A		N/A	N/A
DR2	VELASCO DRAINAGE DISTRICT	•	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A
	, , , , , , , , , , , , , , , , , , , ,	N/A	N/A	N/A	N/A
BR	BRAZOSPORT COLLEGE	N/A	N/A	N/A	N/A
VAV	PORT FREEPORT	N/A	N/A	•	-
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A
BR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	•	*	N/A	N/A
	THE PROPERTY OF THE PROPERTY O	N/A	N/A	N/A	N/A

http://propaccess.trueautomation.com/ClientDB/Property.aspx?prop_id=268974

Total Tax Rate:

Taxes w/Current Exemptions: Taxes w/o Exemptions:

N/A N/A

Improvement / Building

No improvements exist for this property.

Land

#	Туре	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	\$1 •	PRIMARY SITE	0.2126	9260.00		0.00	N/A	N/A

N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$6,950	0	6,950	\$0	\$6,950
2014	\$0	\$6,950		6,950	\$0	\$6,950
2013	\$0	\$6,950	0	6,950	\$0	\$6,950
2012	\$0	\$6,950	0	6,950	\$0	\$6,950
2011	\$0	\$6,950	0	6,950	\$0	\$6,950
2010	\$0	\$6,950	0	6,950	\$D	\$6,950
2009	\$0	\$6,950	0	6,950	\$0	\$6,950
2008	\$0	\$3,700	0	3,700		\$3,700
2007	\$0	\$3,700	0	3,700	\$0	\$3,700
2006	\$0	\$3,700	0	3,700	\$0	\$3,700
2005	\$0	\$3,700	0	3,700	\$0	\$3,700
2004	\$0	\$3,700	0	3,700	\$0	\$3,700
2003	\$0	\$3,700	0	3,700	\$0	\$3,700
2002	\$0	\$3,700	0	3,700	\$0	\$3,700
2001	\$0	\$3,700	0	3,700	\$0	\$3,700

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/18/2015	WD	WARRANTY DEED	LENAMOND	RB	15	054138	1111
Ĺ.,	5		20111	FARRIS (CONSTRUCTION		- 5	t m

· Questions Pilease Call (979) 849-7792

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

Psychological and Table

Connected applying the 1920 content

Alt maignaig (2 mg)





A. Settlement Statement (HUD-1)

Sec. Alle	OMB Approval No. 2502-0265
	B. Type of Lorn
Great American Title Compan	1-5. Loan Type:
Final Statement	8. File Number: 36644-GAT81
	7. Loan Number:
	8. Mortgago Insurante Grae Number:
There for instrumental purposes and are not included in the folial.	said to call by the settlement agent are shown. Tame midsed "POCP" ware peld addide this closing: they are shown
Name & Address of Borrower: RB Construction LLC 114 Paint Brush, Lake Jackson, TX 77568	
E. Name & Address of Seller: Faris I. Lenemond, Judin M. Lenemond 1220 Caldwell Road, Freeport, TX 77541	
F. Name & Address of Lender: Cath	
G. Property Location: O West 9th Street, Freeport, TX 77541	
H. Settlersent Agent: Great American Tille Company	(979)230-3900 L
Address: 471 This Way, Lake Jackson, TX 77586	Settlement Date: 11/18/2015 Print Date: 11/18/2015, 9:48 AM
Pioce of Settlement Address; 471 This Way, Lake Jackson, TX 77566	Diabussen at Date: 11/18/2015

J. Summary of Borrower's Transaction		K. Sommary of Schor's Transaction	
100. Grocs Amount Due from Berrows:		400, Gress Amount Due to Eolier	
101. Contract Bales Price	28,000.00	401. Contract siles price	28,000.00
102. Prosocal property		402. Personal property	
103. Sind ment sharges to borrow or time 1400)	1,071.00	403. Total Deposits	
104.		404.	
106.		405.	
Adjustments for it me peld by soller in advance		Adjustments for items paid by seller in advance	
106. Cityitoun issues	···	408. Obyhoun tiotes	
107. County times 11/19/16 to 12/31/15 @\$194.67/yr	22,92	407. County trach 11/19/15 to 12/31/15 (\$194.57)/c	22,92
108. Assessments		408. Ascesson also	
109. County Tax 11/18/15 to 12/31/15 @\$194.57lyr	22.92	400, County Tax 1918/15 to 12/31/16 (6/3194-57/yr	22.92
110. County Tax 11/18/15 to 12/31/15 (18198.50)yr	23.36	410. County Tex 19/18/15 to 12/31/15 @4190,50/yr	23.38
111. County Tax 11/18/15 to 12/31/15 @\$188.5°5/r	22.26	411. County Tax 13/18/15 to 12/31/16 @3181.88/yr	22.26
112		412	
113.		413.	
114.		414.	
115.		418.	
129. Gross Amount Due from Borrower	29,182.48		
209. Amounts Paid by or on Behelf of Borrower	20,792.99	420. Gross Amount Due to Seller	28,091.48
201. Depoel or corners money	1,000.00	\$10. Reductions in Amount Due to Select \$01. Excess deposit (see Instructions)	
202, Principal amount of new lean(s)	1/00/000		
203. Existing loss(s) taken subject		502. Settlement charges to soller (The 1400)	2,510.00
204. Option Fee	100.00	501. Eduling lean(s) tehin subject	
205.	100.00	604. Proyell of first mortgage loan	
206.		GDS. Payoff of second montgage toen	
207.		608. Option Fee	100.00
		507. "Property Taxes	776.82
208.		508.	
209.		509.	
Adjustments for Prime unpolet by seller	- 	Adjustments for items unpaid by seller	
210. CityNosm traces		610. Chyllowy taxes	
211. County taxes		611. County taxes	
212, Acacasm ois		512. Autorements	
215.		613.	
214.		514.	
215.		516.	
216.		518.	
217.		517.	
218.		51B.	
219,		519.	
220. Total Paid byfor Borrower	1,100,00	520. Total Reduction Amount Due Scint	3,915.62
300. Cash at Sufferment from to Borrower		600. Cash at Settlement to/from Sciling	- Alberta
301. Groes amount due from horrower (Fine 120)	29,182.48	601. Gross amount due to seller (See 420)	28,091,48
502. Less amounts pold byflor borrower (line 220)	1,100.00	602. Luce siductions in assource due eafler (line 520)	3,363,62
303. Cash (X From) (To) Borrower	28,132,45	603. Cash (XTo) (From) Seller	24,704,86
Denvious additions we observe			67)194.00

Previous additions are obsolete.

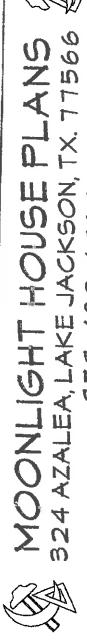
*Bed on Behalf of Borrower: POC-8 (Series): POC-L (Lender): POC-4/8 (Mortgags Suries).

The Public Reporting Burdon for this ochaction of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect into information, and you are not required to complete his form, unless it Criptays a currently valid Child control marrier, no confidentiality is assured, this disclosure is married by the provide the parties to a RESPA covered transaction with information during the settlement process.

700. Total Real Estate Broker Feen \$1,490.00			
Division of commission (line 700) se follows:		Paki Progr	Post Fro
701. \$840.00 to Virginia Maione & Associates, LLC	······································	Borrower's	Sellers
02. \$340.00 to TDECU Regi Estate		Funde et Settlement	Ponds at Stillers
03. Commission paid at sattlement			
14.			1,830
05.			ļ
06.			
36. Items Payable in Connection with Loan			
01. Our origination charge			
02. Your credit or charge (points) for the specific interest rate chosen	(loom GFE #1)		
09. Your adjusted oxigination changes	(from GFE #2)		
04. Appraise foe	Jirom CFE A)		
05. Credit report	(from GFE #3)		
06. Yaxi sendor	(from GFE #3)		
D7. Flood certification	(four GFE #3)		
96 Pour cardinasten	(from GFE #3)		
99.	(from QFE #3)		
**	(Non GFE #3)		
10.	(Non GFE #3)		
1	(from GFE #3)		
NL thins Required by Lender to Be Pald in Advance			
1. Duily injustical charges from	(from GFE#10)		
12.	(from GFE #3)	·	
K3. Homeownur's insurance	(New OFE #11)		
И	30		
5.			
6.			
00. Reserves Deposited with Leader			<u> </u>
O1. Initial deposit for your encrow ecocurit			
OZ. Honseownsa's insurrence	(from GFE #9)	4	
03. Mortgrige Insurance			
04. Property taxes			
05.			
96.			
77. Aggregate Adjustment			
99. Title Ct. rgss			
71. Title sunitoes and lander's title insurance	(from GFE #4)	175.00	
V2. Settlement or closing fee	\$175.00		176,
to Great American Title Company		_	114
33. Ourser's fille insurance - Greet American Title Company	(from GFE #5)		385.
M. Lendar's title insurance	434,341,244		363.
15. Lend in a fille policy fire! \$ 0.00			
15. Owner's 60e policy lim2 \$ 28,800,00			
7. Agent's portion of the local title insurance premium \$ 310.26			
to Great Americs in Title Corepany		┸	
6. Underwitter's portion of total dise insurance premium \$ 64.75		- - 	
to Chicago Yitie Insutance Company		 	
P. Attorney Fee to Vicide Johnston			
O. Tex Certificate to Great American Title Company			100.
1.			40.
2			
L. Government Recording and Transfer Charges			
1. Government recording charges	(from GFE (77)	30.00	
2. Recording leas: Drad \$30.00 Mortgage \$0.00 Relaine \$0.00			
S. Transfer texas	(from GFE #8)		
4. City/county tes/etcrype:			
5. State technique:			
l.			
			
			
, , , , , , , , , , , , , , , , , , , ,			
			
. Additional Getti meni Charg is			-
. Required services that you can show for	(from GFE (13)	- _	
I. Burvey to Pin Point Surveying & Mapping	\$866.00	866.00	
Mobile Notary to Executive Natury Services	- Tennesia		
			150.0
			
			
<u>, </u>	·		
			
			
Total Subtement Charges (enter on lines 183, Section J and Str., Section IX) * See Supplemental Page for dwide. ** Paid on Behalf of Borower. P			

Supplemental Page HUD-1 Settlement Statement	File No. 38644-GAT81	
Great American Title Company Final Statement	Loan No.	
	Settlement Date:	
orrower Name & Address: RB Construction 11 C	11/18/2015	
iorrower Name & Address: RB Construction LLC 14 Paint Brush, Lake Jackson, TX 77566	11/18/2015	

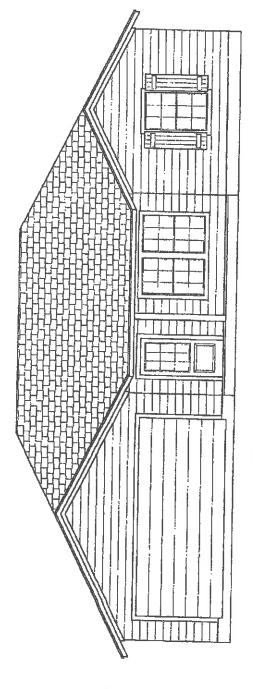
400. Gross Amount Due To Seller				Softer Charges	Seller Credits
500. Reductions in Amount Due to Sellur					
597. Supplemental Summary	\$776.B2				
a. Property Taxes 1					
2015 County Tax to Brazonia County Tax Collector				194,57	
b. Property Taxes 2				- Arian	
2015 County Tax to Strazonia County Tax Collector				194.57	
c. Property Taxes 3				137.01	
2015 County Tex. to Srezorie County Tex Collector				198.60	
d. Property Taxes 4				100.00	
2015 County Tax to Brazonia County Tax Collector		_		188,98	
The following Section is resisted from the Settlement St	atement Page 1				
100. Cash at Sottlement from to Borrower		800.	Cash :: Setti ment toffrom Seller		
301. Gross emount due from borrower (line 129)	29,162.48		Gross amount due to sall in Sine 420)		28,09
62. Lese amounts prici by/for borrower (Int. 220)	1,100.00		Lass reductions in amounts due valler	Ine 520)	3,38
103. Cash (K From) (To) Borrower	28,082,48		Cash (X To) (From) Selier		24,70



979-482-1967



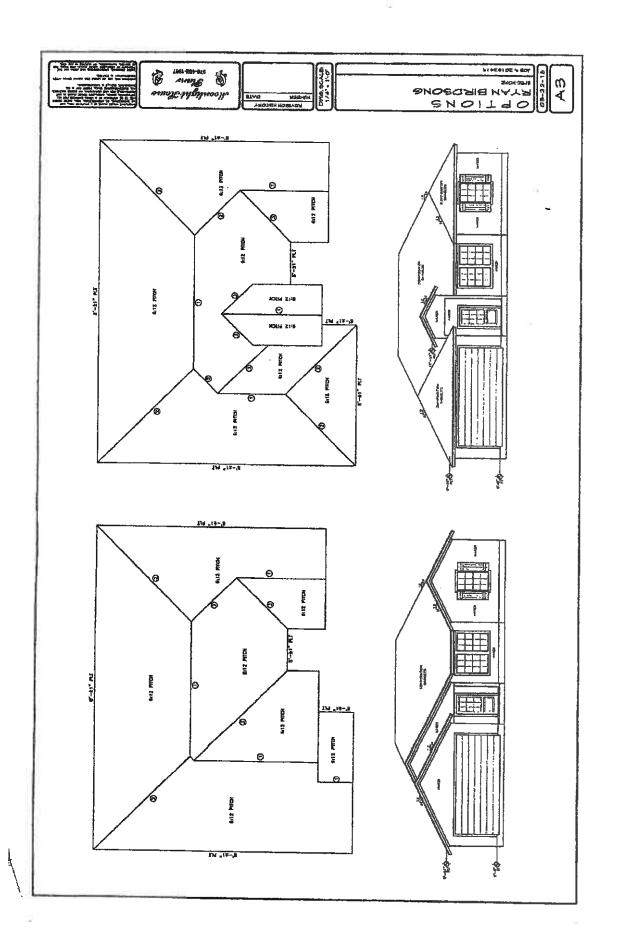




RYAN BIRDSONG

PLAN "1258"

PLAN#: 20162419 JVING: 1256 80.FT. 6ARAGE: 423 50.FT. PORCH: 84 50.FT. TOTAL: 1765 SQFT



CONNECTEXPLORER



map: Mosaic 01/17/2015 - 02/26/2015 Select Date



380 Agreement Application

Applicant Name:	Ryan Birdsong
Proposed Property Address:	
Legal Description:	lot 13, BIK 3 Windson Ferrace
Proposed Zoning Classification:	Residential
Proposed Build Site Dimensions:	75'X120"
Assessed Value: ¶7090.00	Proposed Purchase Value 7000
Do you own the property:	YES NO
If NO, please propose a timeline fe	or purchase:
Proposed Construction Dates:	Start: 5/11/6
	Complete: 11/1/16
Completed Project Valuation:	\$150,000
Does your development include th	e following Documentation?
Proposed Buildi Photo of Elevati Square Footage Decorative Fron Driveway One Car Garage DO NOT EXPEND FUN	ing Plans ion it Façade
City Manager Approval Date	Approved Rebate Value

AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

This agreement (the "Agreement") is made and entered into by and between the City of Freeport, a Texas home rule municipal corporation created and located in Brazoria County, Texas (the "City), and RB Construction, LLC (the "Company"), 114 Paintbrush, Lake Jackson, Texas 77566.

WITNESSETH:

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

WHEREAS, the Company owns or will own land within the City, legal description: WINDSOR TERRACE, (FREEPORT) BLOCK 3, LOT 13 SEC 1 [PROPERTY ID 266975] and [GEOGRAPHGIC ID 8400-0061-000] in Freeport, Texas hereafter known as ("the "Property"), and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

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

WHEREAS, the taxable value of the Improvements to be added to the tax base will be an estimated value of \$150,000; and

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

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

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

WHEREAS, the City agrees to provide to the company the sum not to exceed \$5,000 per R-1, R-2 in the form of a rebate of new revenue values created from the new housing Improvements. The rebate will be reimbursed completely upon the completion of the project, issuance of a certificate of occupancy and the sale of the new single family home; and

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

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

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

- 1. The Company covenants and agrees that it will commence construction on the Improvements on the Property within a term of not more than 60 days from the effective date of the Agreement.
- 2. The Company also covenants and agrees the total completion of the Improvements will occur within 180 days from the effective date of this Agreement. Extensions of these deadlines, due to extenuating circumstances or uncontrollable delays may be granted by the City Manager up to six months. Any extensions beyond six months must be approved by the City Council of Freeport. Failure to complete the Improvement during the term or any authorized extension(s) will nullify any rebate or assistance granted within this Agreement.
- 3. The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.
- 4. In consideration of the Company's representations, promises, and covenants, the City agrees to rebate to the Company the total sum of \$5,000.00. The City agrees to provide to the company the sum of \$5,000.00 in the form of a rebate of new revenue values created by the improvement. The City agrees to distribute the total rebate value upon the completion of the project, the issuance of a certificate of occupancy and the sale of the new single family home improvement; and
- 5. It is understood and agreed that either person responsible for a default of this Agreement shall reimburse the other party for any and all reasonable attorney's fees and cost incurred by the other party as a result of any default.
- 6. This Agreement shall inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for as long as this Agreement, or any extension thereof, remains in effect.
- 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, with a return receipt requested.

If to City:

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

RB Construction, LLC

Attn: Mr. Ryan Birdsong

114 Paintbrush

Lake Jackson, Texas 77566

- 8. This Agreement shall be performable and enforceable in Brazoria County, Texas and shall be construed in accordance with the laws of the State of Texas.
- Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties.
- 10. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 11. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- 12. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, or any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT 2015 (the "Effective Date")	has been execu ted by the parties on this <u></u> day of
RB Construction, LLC	CITY OF FREEPORT, TEXAS
BY:	BY:
NAME: Mr. Ryan Birdsong	Name: Mayor Norma Moreno Garcia
TITLE: President	TITLE: Mayor City of Freeport
Attest:	Attest:
Name: Jeff I	Pynes, City Manager
DV.	

Brazoria CAD

Property Search Results > 266975 RB CONSTRUCTION for Year 2016

Property

Account	

Property ID:

266975

Legal Description: WINDSOR TERRACE (FREEPORT), BLOCK 3, LOT 13 SEC 1

Geographic ID:

8400-0061-000 Real

Agent Code:

Type:

Property Use Code:
Property Use Description:

Location

Address:

W 9TH ST

Mapsco:

Neighborhood:

FREEPORT,
CITY OF FREEPORT T/S

Map ID:

Neighborhood CD:

CFP

Owner

Name:

RB CONSTRUCTION

Owner ID:

1120124

Mailing Address:

114 PAINT BRUSH ST LAKE JACKSON, TX 77566 % Ownership:

100.0000000000%

Exemptions:

N/A

Values

(–) HS Cap:	-	N/A		
(=) Appraised Value:	=	N/A		
(-) Ag or Timber Use Value Reduction:	-	N/A		W
(=) Market Value:	=	N/A		C
				·
(+) Timber Market Valuation:	+	N/A		N/A
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Land Non-Homesite Value:	+	N/A	Ag / Tim	ber Use Value
(+) Land Homesite Value;	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Improvement Homesite Value:	+	N/A		

Taxing Jurisdiction

(=) Assessed Value:

Owner: RB CONSTRUCTION % Ownership: 100.00000000000%

Total Value: N/A

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

http://propaccess.trueautomation.com/ClientDB/Property.aspx?prop_id=266975

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

improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.2128	9271.00	0.00	0.00	N/A	N/A
`		6 4		بحنائل والكالمات الا		All the second sections in the second	The state of the s	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$6,950	0	6,950	\$0	\$6,950
2014	\$0	\$6,950	0	6,950	\$0	\$6,950
2013	\$0	\$6,950	Ö	6,950	\$0	\$6,950
2012	\$0	\$6,950	0	6,950	\$0	\$6,950
2011	\$0	\$6,950	0	6,950	\$0	\$6,950
2010	\$0	\$6,950	0	6,950	\$0	\$6,950
2009	\$0	\$6,950	0	6,950	\$0	\$6,950
2008	\$0	\$3,710	0	3,710	\$0	\$3,710
2007	\$0	\$3,710	0	3,710	\$0	\$3,710
2006	\$0	\$3,710	0	3,710	\$0	\$3,710
2005	\$0	\$3,710	ő	3,710	\$0	\$3,710
2004	\$0	\$3,710	0	3,710	\$0	\$3,710
2003	\$0	\$3,710	0	3,710	\$0	\$3,710
2002	\$0	\$3,710	0	3,710	\$0	\$3,710
2001	\$0	\$3,710	0	3,710	\$0	\$3,710

Deed History - (Last 3 Deed Transactions)

	# Deed Date 1 11/18/2015	Type WD	Description WARRANTY DEED	Grantor LENAMOND	Grantee	Volume 15	Page 054138	Deed Number
Į	9			FARRIS I	CONSTRUCTION	***	004130	

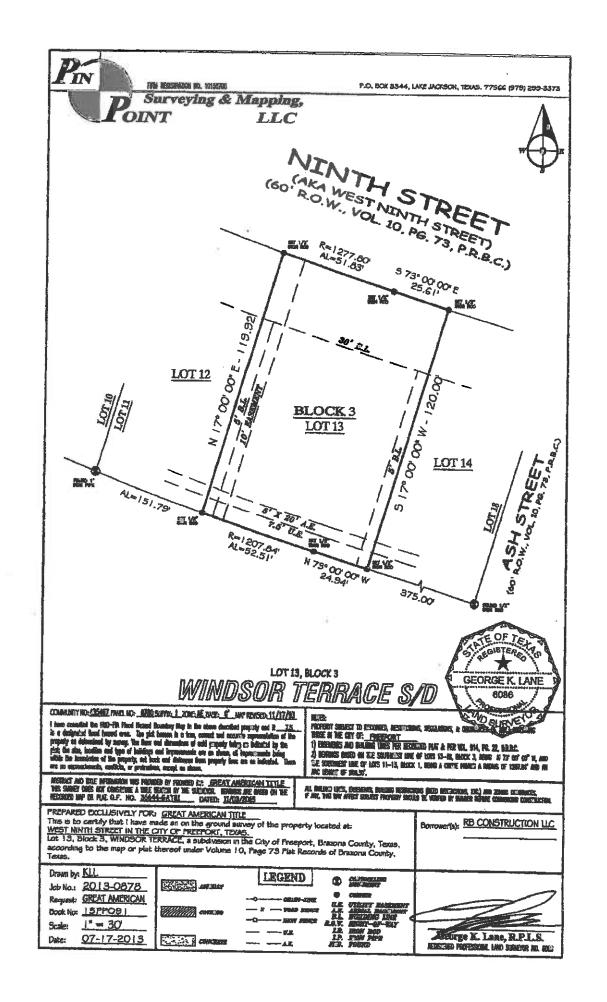
Questions Please Call (979) 849-7792

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

Withous varion (Ez., 1)

Parebar factions ared \$ 3 organ, a group

The Holl of and special section in





A. Settlement Statement (HUD-1)

Great American Title Company Final Statement

		ONB Approval No. 2502-0265
ī	A T	Able of Fosts
١		Loan Type:
1		File Number: 36644-GAT81
	-	Long Humber:
	-	Morkgage Insurance Case Number:
	յ ௩-	distribute a second

	and an Indian SPOCY week pulp out-the title closing. I way are shown
	witnessed cents. Accounts peld to and by the selflement at an a true drawn, come manner.
۲	C. Note: This form is symboled to give you a statement of actual authorized costs. Amounts paid to and by the self-ment agent us shown. Items marked 'POC's were paid authorize this closing. Twy are shown
l	C. Note: The point is uniformed to the state and a not behalded in the totals. In large & Address of Borrower: RB Construction LLC D. Name & Address of Borrower: RB Construction LLC
Ì	D. Name & Address of Borrows TY 17660
۱	D. Name & Pauling Brush, Lake Jackson, TX 77666
П	And he was the state of the sta

m Warren H ®

Hame & Address of Seller: Fertis L Lenemond, Judith M. Lenemond 1220 Caldwell Road, Freeport, TX 77541

Name & Address of Lender: Cash

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

Settlement Agent: Great American Title Company Address: 471 This Way, Lake Joukson, TX 77566

(979)230-3900

settlement Date: 11/18/2015 Petat Date: 11/18/2015, 9:46 AM Dictauremant Date: 11/18/2015 Signing Date:

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

, Summary of Bostower's Transpolion	1
80. Bross Amount Due from Berrowar	28,000.00
01. Centraci Bales Price	
no Demonsi nicosti	1,071.00
103. Selliement charges to benower (line 1400)	
104.	
105.	
Adjustments for items prid by setter in advance	
460 Chultenin Litter	22.82
107. County times 11/18/15 to 12/31/15 @1194.57/y	
400 Assessments	22.92
109. County Tax 11/19/15 to 12/51/15 (\$154.57/yr	23,28
410 Combi Tar 11/18/15 to 12/31/15 @\$188.80/1	22.26
111. County Tex 1 W18/15 to 12/31/15 (\$\$123.53)/	
112	
113.	
114.	
¥16.	29,182.4
120. Stor 3 Amount Due from Borrower	
200. Amounts Paid by or on Behalf of Borrow of	1,000.0
201. Dapost or earnest somey	
202. Principal amount of how tourist	
203. Edeling ken(s) taken subject	130.
204. Option Pas	1002
206.	
206.	
207.	
208.	
209.	
Adjustments for items unpeld by voller	
210. Citylepum lexus	
211. County texas	
212. Assessments	
213	
214.	
216.	
216.	
217,	
218.	
219.	
220. Total Pold Indior Bostoway 300. Cosh at Belliament fromthe Bostoway	1,106
301. Gross amount due from becauser (the 120)	29,167
302. Lass amounts poid by/ior bons mer (fine 220)	1,100
303. Cault (X From) (To) Borrower	28,00

Segrate Davis	
K. Summary of Sciler's Transaction	
400, Groes Amount Dan to Sillian 401, Contract Cities pitch	28,090,09
401. Contract Contract	
402. Personal property	
403. Total Deposits	
404.	
406.	
Asjustments for home paid by seller in advance	
406. Cipino in 1263	12.92
407. County lanes 11/18/15 to 12/31/15 1/194.57/yr	
406. Assessments	22.02
400. County Tox 11/18/15 to 12/31/15 @\$194.5/lyr	23.38
410. County Tox 11/18/15 to 12/51/15 @4196.505/r	22.26
411. County Tax 11/19/15 to 12/2/1/15 @5185.98/yr	
412.	
413.	
414.	
415.	29,001,48
420. Gross Amount Due to Seller	
son. Reductions in America Due to Scien	
501. Excres deposit (see instructions)	2,518,00
592. Seitlement charges to 9:7st (time 1400)	
503. Existing transal taken subject	<u></u>
504. Payoff of Suck manages. Journ	
505. Papell of Listonic mortgage loan	
608. Cpiton Fee	100.90
SOT. Properly Taxas	77552
508.	
50.	
Adjustments for home wapaid by saller	
610. Cityfown lastes	
511. County taxes 512. Agr sappeds	
217. VZF-201/MB/2	
513.	
514.	
515.	
518.	
517.	
Sia.	
ŞİL	
529. Yotal Reduction Amount Due Seller	3,388.67
SCO. Gann mit Gentlen innen blindigen Greener	
601. Gross amount due to celler (line 420)	28,091,48
602. Loss reductions in amounts due seller (line 620)	3,386.62
603. Cash (KTo) (From) Seller	24,784.E3

Previous editions are obsolete,
"See Supplemental Page for details. "Paid on Bahail of Borrower.

POC-8 (Borrower); POC-5 (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

The Public Reporting Startion for this collection of information is entireted at 35 minutes per response for collection, molecular, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it deplays a currently world OMS control number. No confidentiality is ensured, this disclosure is mandatory. This is designed to provide the parties to a RESPA covered tensection with information during the settlement process.

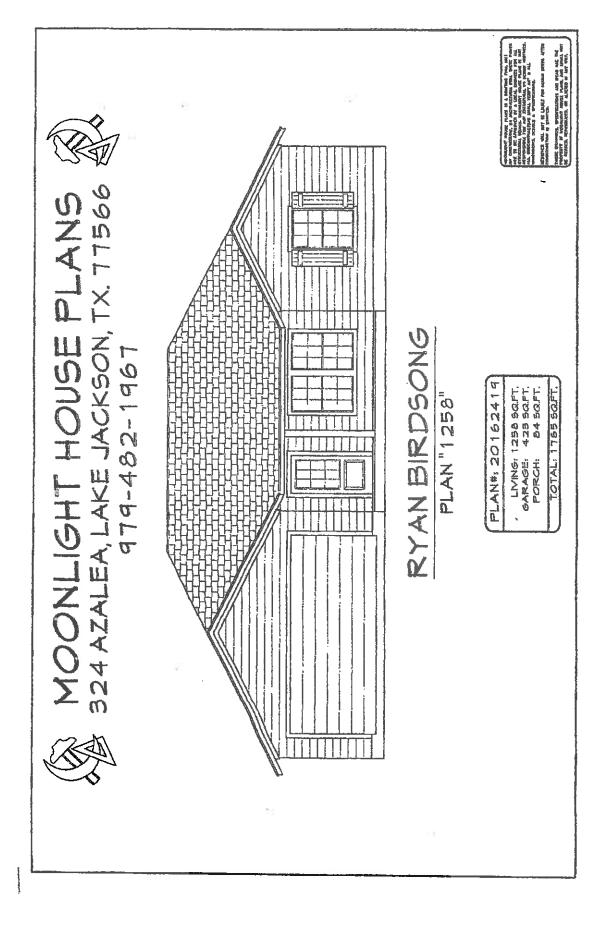
	File No.	36644-GATE
--	----------	------------

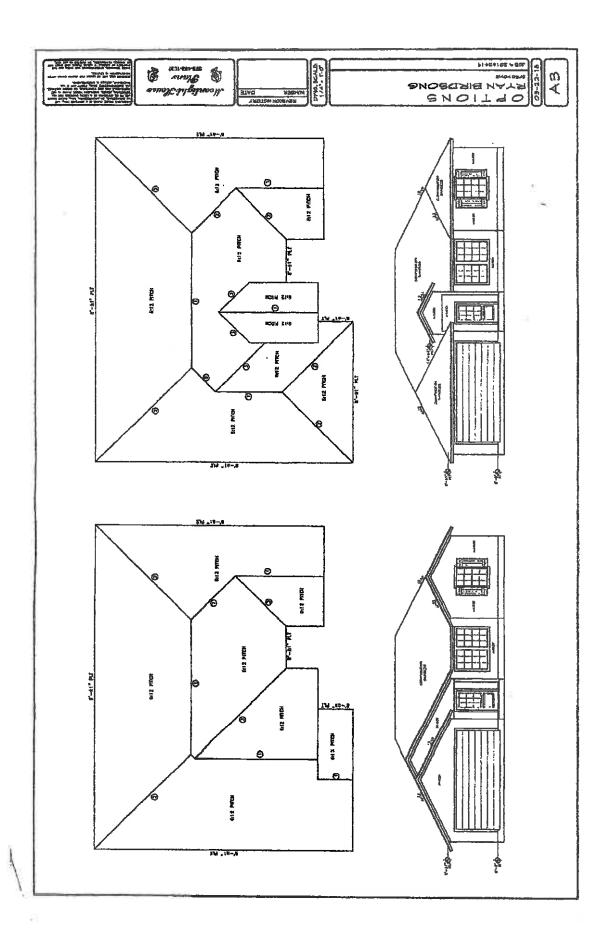
Settlement Charguit R. Totel Real Estate Croker Fees \$1,598.00 Division of commission (line 700) as follows: rl. \$840.00 to Virginia Melone & Associates, LLC		Paid From Borrows:"4 Funds	Peld From Self.er's Fonds
nt, S880,00 to Veginia Melone & Associates, LCC 12. \$640,00 to TDECU Real Estate		d Seldern int	at Settlement
1. Commission peld at settlement			1,680.00
и,			
15. 16.			
0. Kemp Payable in Connection with Loan			
ny, serie regione en commocului cum comi 11. Our origination charge	(from GFE-#1)		
12. Your credit or charge (points) for the specific interest rate chos.co	(fiom GPE #2)		
i3. Your edjusted origination charges	(fish GPE A)		
M. Appraisai fea	(from GFE #3)		
5. Credii report	(from GFT; #3)		
10. Texturice	(bom GFE #3) (bom GFE #3)		
17. Flood certification 38.	(kom GFE #3)		
19	(Born CPE #3)		
10.	(from QFE #5)		
11.	(from GPE #3)		
10. Herrs Required by Lender to the Paid in Advance	d and the same		
21. Daily inferent charges from	(from GFE #10) (from GFE #3)		
12. D3. Homeowner's insurance	(mon Gre #11)		
IS, Homeowiter a Instruction			
76			
96.			1
908, Reserves Deposited with Lander			
101, Initial deposit for your estrow account	(from GFE ○1)		
002. Homeoweer's Insurance		<u>i</u>	
003, Mortgage Insurance DBA. Property lease			
305. Property leads		-	
906.			
007. Aggregate Adjustment			
100, Tille Charges	200 2000		
181, Title services and lender's title insurance	(from GFE #4)	175.00	178
102. Settlement or closing fee	\$175.00		175,0
to Great American Title Company 103. Owner's title Insurance - Great American Title Company	(from GFE #S)		365.6
194. Lender's Bile Insurance			
105. Lender's little policy timit \$ 0.00			
106. Own it's tile policy limb \$ 28,000,00			
107. Agent's portion of the total file insusance precise \$ 310.25			
to Gnort American Title Company 108, Undersafter's portion of lots i 819 insurance premium \$ 94.75			
to Chicago Title Insurance Company			· · · · ·
109. Alternay Fee to Vickle Johnston			100.
110. Tax Certificate to Great American Title Company			40.
111.			
112			L
200. Government Recording and Transfer Charges	A Company		
201, Government recording changes	(ham GFE #7)	30,00	 -
202, Recording fees: Dwed \$30.09 Mortgage \$0.00 Rchede \$0.00 203, Transfer faces	(from GFE ##)		
204, City-bounty tax/Ammes;	gran of tarrey		
235, State techstering:			
208.			
207.			1
200			1
210.			Ì
200. 200. Additional Bettioment Charges			
301. Required services that you can stop for	(from GFE #6)	863,00	
302. Survey to Pin Point Surveying & Mapping	\$986.00		
303. Mobile Notary to Executive Notary Services			150
304.			<u> </u>
305.			
			
307.			
300. 307. 308.			

File Ko. Supplemental Page HUD-1 Settlement Statement 38644-GAT81 Loan No. **Great American Title Company** Final Statement Settlement Date: 11/18/2015 Borrower Name & Address: RB Construction LLC 114 Paint Brush, Lake Jackson, TX 77566

Seller Nume & Address: Farris I. Leaamond, Judith M. Lenamond 1220 Caldwall Road, Freeport, TX 77541

Section K. Summery of Boller's Transaction continued				
405. Gross Amount Due To Seller			Saller Charges	Seller Credita
300. Reductions in Amount Due to Seller				
SU7. Supplemental Survey	\$776,62		•	
s. Properly Testes 1				
2015 County Tax, to Baszonia County Tax Collector			194.57	
b. Property Taxes 2				
2015 County Tax: to Brassile County Tex Collector			194.57	
c. Property Texas 3				
2015 County Tex. to Brizzota County Tex Collector			198,50	
d. Property Texes 4				
2015 Coonly Tax to Brazonia County Yex Collector			168.98	
The following Section is restated from the Settlement State	ment Page 1			
300. Cash at Settlement from to Borrower		600. Cash at Settlement to/from Seller		
381. Gross amount due from borrower (line 120)		601. Gross amount due to seller (Bna 420		25,091.48
302. Less amounts paid byfor bornoutr (line 220)		602. Less reductions in amounts due trib	er (Gr.= 520)	3,315.62
303. Cash (K From) (To) Borrower	28,652.43	803. Cash (XTe) (From) Seller		24,704.86





CONNECTEXPLORER



map: Mosaic 01/17/2015 - 02/26/2015 Select Date



380 Agreement Application

Applicant Name:	Allsides Investments/10,			
Proposed Property Address:	N Ave W			
	Freeport TX 17541			
Legal Description:	BIK 758, Lots 19,20,21-Ve lasco			
Proposed Zoning Classification:	R-2			
Proposed Build Site Dimensions:	75'x 185'			
Assessed Value: \$4,160	Proposed Purchase Value \$ 5,000			
Do you own the property:	YES NO <u>/</u>			
If NO, please propose a timeline for purchase:				
Proposed Construction Dates:	Start: 4/20/10			
	Complete: 10/19//6			
Completed Project Valuation:	# 1100,000			
Does your development include the following Documentation?				
Proposed Building Photo of Elevation Square Footage Decorative From Driveway	ng Plans on t Façade			
□ One Car Garage	Two Car Garage			
	DS BEFORE APPLICATION IS ECT ANY FORM OF REBATE A A A A A A A A A A A A A A A A A A A			
City Manager Approval Date	Approved Rebate Value			

AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

This agreement (the "Agreement") is made and entered into by and between the City of Freeport, a Texas home rule municipal corporation created and located in Brazoria County, Texas (the "City), and Allsides Investments, LLC (the "Company"), 122 West Way, STE 408, Lake Jackson, TX 77566.

WITNESSETH:V

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

WHEREAS, the Company owns or will own land within the City, legal description: VELASCO TOWNSITE (FREEPORT) BLOCK 758, LOT 19, [PROPERTY ID 261728] and [GEOGRAPHGIC ID 8110-3589-000], Lot 20 [PROPERTY ID 261729] and [GEOGRAPHIC ID 110-3590-000], and Lot 21 [PROPERTY ID 261731] and [GEOGRAPHIC ID 8110-3592-000] in Freeport, Texas hereafter known as ("the "Property"), and more particularly described in Exhibit "A", attached hereto and made a part hereof; and

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

WHEREAS, the taxable value of the Improvements to be added to the tax base will be an estimated value of \$160,000; and

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

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

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

WHEREAS, the City agrees to provide to the company the sum not to exceed \$5,000 per R-1, R-2 in the form of a rebate of new revenue values created from the new housing Improvements. The rebate will be reimbursed completely upon the completion of the project, issuance of a certificate of occupancy and the sale of the new single family home; and

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

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

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

- 1. The Company covenants and agrees that it will commence construction on the Improvements on the Property within a term of not more than 60 days from the effective date of the Agreement.
- 2. The Company also covenants and agrees the total completion of the Improvements will occur within 180 days from the effective date of this Agreement. Extensions of these deadlines, due to extenuating circumstances or uncontrollable delays may be granted by the City Manager up to six months. Any extensions beyond six months must be approved by the City Council of Freeport. Failure to complete the Improvement during the term or any authorized extension(s) will nullify any rebate or assistance granted within this Agreement.
- 3. The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.
- 4. In consideration of the Company's representations, promises, and covenants, the City agrees to rebate to the Company the total sum of \$5,000.00. The City agrees to provide to the company the sum of \$5,000.00 in the form of a rebate of new revenue values created by the improvement. The City agrees to distribute the total rebate value upon the completion of the project, the issuance of a certificate of occupancy and the sale of the new single family home improvement; and
- 5. It is understood and agreed that either person responsible for a default of this Agreement shall reimburse the other party for any and all reasonable attorney's fees and cost incurred by the other party as a result of any default.
- 6. This Agreement shall inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for as long as this Agreement, or any extension thereof, remains in effect.
- 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, with a return receipt requested.

If to City:

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

Allsides Investments, LLC

Attn: Tom Allen 5265-10 CR 469 Brazoria, TX 77422

- 8. This Agreement shall be performable and enforceable in Brazoria County, Texas and shall be construed in accordance with the laws of the State of Texas.
- 9. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties.
- 10. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 11. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- 12. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, or any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

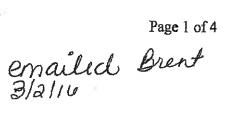
IN TESTIMONY OF WHICH, THIS AGREEMENT has, 2015 (the "Effective Date")	been executed by the parties on this day of
Allsides Investments, LLC	CITY OF FREEPORT, TEXAS
BY:	ВҮ:
NAME: Tom Allen	Name: Mayor Norma Moreno Garcia
TITLE: President	TITLE: Mayor City of Freeport
Attest:	Attest:
Name: Jeff Pyne	es, City Manager
RV∙	

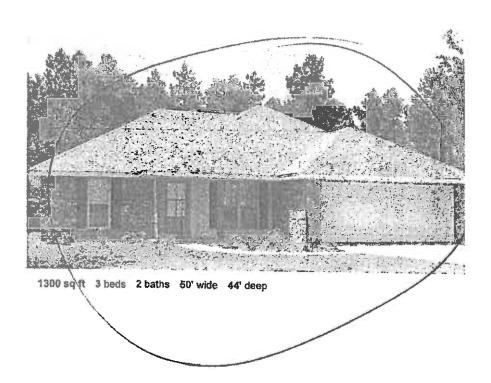
HOUSEPLANS

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

You can view this plan at houseplans.com/p/430-58

Plan #430-58





House Features

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

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

Styles Classifications

Main Floor Laundry

Ranch

European

Property Tax Status

Begin a New Search Go to Your Portfolio Tax Office FAQ's

Make your check or money order payable to: Ro'Vin Garrett 111 E. Locust Angleton, Texas 77515

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

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











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

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

Account Number: 81103589000

Address: JORDAN LAMAR

PO BOX 1650 LAKE JACKSON, TX 77566-1650

Property Site Address:

N AVE N

Legal Description:

VELASCO (FREEPORT), BLOCK 758, LOT 19

Current Tax Levy: \$33.60 Current Amount Due: \$16.80 Prior Year Amount Due: \$0.00 Total Amount Due: \$16.80

Last Payment Amount for Current Year Taxes: \$16.80

Active Lawsuits: None

Pending Credit Card or E-Check Payments:

No Payment Pending

Click Here to Pay Now

Jurisdictions:

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

Market Value: \$1,200 Land Value: \$1,200

Improvement Value: \$0

Capped Value: \$0 Agricultural Value: \$0 **Exemptions:** None

Last Certified Date: 09/27/2015

Taxes Due Detail by Year and Jurisdiction

Payment Information

Print a Current Tax Statement

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

Property Tax Status

Begin a New Search Go to Your Portfolio Tax Office FAQ's

Make your check or money order payable to:
Ro'Vin Garrett
111 E. Locust
Angleton, Texas 77515

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

If using Internet Explorer version 3 or later, you may experience problems adding more than four accounts to your shopping cart. Please consider using a different browser (for ex., Chrome or Firefox) to manage your shopping cart.











A <u>Convenience Fee</u> of up to 2.4% will be charged for all credit card payments by the vendor providing this service.

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

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

Account Number: 81103590000

Address: JORDAN LAMAR PO BOX 1650

LAKE JACKSON, TX 77566-1650

Property Site Address:

N AVE N

Legal Description:

VELASCO (FREEPORT), BLOCK 758, LOT 20 ACRES 0.0717

Current Tax Levy: \$49.27 Current Amount Due: \$24.63 Prior Year Amount Due: \$0.00 Total Amount Due: \$24.63

Last Payment Amount for Current Year Taxes: \$24.64

Active Lawsuits: None

Pending Credit Card or E-Check

Payments:

No Payment Pending

Click Here to Pay Now

Jurisdictions:

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

Market Value: \$1,760 Land Value: \$1,760

Improvement Value: \$0

Capped Value: \$0
Agricultural Value: \$0
Exemptions: None

Last Certified Date: 09/27/2015

Taxes Due Detail by Year and Jurisdiction

Payment Information

Print a Current Tax Statement

<u>Click Here</u> to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

Property Tax Status

Begin a New Search Go to Your Portfolio Tax Office FAQ's

Make your check or money order payable to:
Ro'Vin Garrett
111 E. Locust
Angleton, Texas 77515

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

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











A <u>Convenience Fee</u> of up to 2.4% will be charged for all credit card payments by the vendor providing this service.

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

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

Account Number: 81103592000

Address: JORDAN LAMAR PO BOX 1650

LAKE JACKSON, TX 77566-1650

Property Site Address:

N AVE N

Legal Description:

VELASCO (FREEPORT), BLOCK 758, LOT 21

Current Tax Levy: \$33.60 Current Amount Due: \$16.80 Prior Year Amount Due: \$0.00 Total Amount Due: \$16.80

Last Payment Amount for Current Year Taxes: \$16.80

Active Lawsuits: None

Pending Credit Card or E-Check Payments:

No Payment Pending

Click Here to Pay Now

Jurisdictions:

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

Market Value: \$1,200 Land Value: \$1,200

Improvement Value: \$0

Capped Value: \$0

Agricultural Value: \$0

Exemptions: None

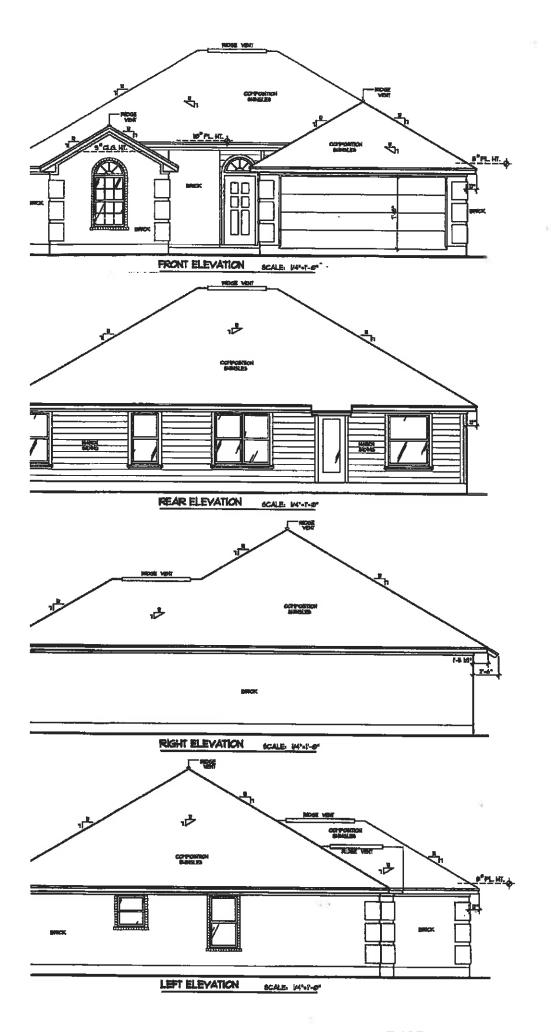
Last Certified Date: 09/27/2015

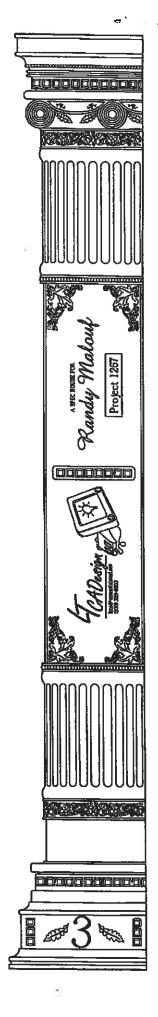
Taxes Due Detail by Year and Jurisdiction

Payment Information

Print a Current Tax Statement

<u>Click Here</u> to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.







Sent: Friday, March 4, 2016 1:35 PM

To: Jeff Pynes

Subject: Re: 380 Agreement

Allsides Inspections 5265-10 CR 469 Brazoria, Texas 77422 979/265.5887 office 979/265.5860 fax 979/482.7073 cell

From: Jeff Pynes < citymanager@freeport.tx.us>

Sent: Friday, March 4, 2016 11:30 AM

To: Allsides Inspections
Subject: RE: 380 Agreement

Tom,

I'm ready to work on the 380 agreements. I need a picture of the front elevation.

Jeff

From: Allsides Inspections [mailto:allsidesinspections@hotmail.com]

Sent: Wednesday, February 10, 2016 9:51 AM

To: Jeff Pynes

Subject: 380 Agreement

Tom Allen

Allsides Inspections 5265-10 CR 469 Brazoria, Texas 77422 979/265.5887 office 979/265.5860 fax 979/482.7073 cell

ALLSIDES INVESTMENTS, LLC

Physical Address: 122 West Way, STE 408, Lake Jackson, Texas 77566 Mailing Address: 5265-10 CR 469, Brazoria, TX 77422 979-482-7073 Cell phone / 979-265-5887 Office

February 9, 2016

To Whom It May Concern,

Allsides Investments, LLC would like to apply for the 380 agreement and for reimbursement of Lots 19, 20, and 21, Block 758 of Velasco Townsite. The total cost of lots is \$15,000:00. I plan to build a new house with 1 car garage, approximately 1200+ square foot. If you have any questions please feel free to call me at 979-482-7073.

Sincerely, ACU # 241728 | 10t 19 $3.5.2 \text{ Mes} \qquad 241729 \quad 10t 20$ Tom Allen | 241731 | 6t 21

B 758 L19-20-21