



FREEPORT ECONOMIC DEVELOPMENT CORPORATION

REGULAR BOARD MEETING

FREEPORT POLICE DEPARTMENT

**MUNICIPAL COURT ROOM, 430 NORTH
BRAZOSPORT BOULEVARD, FREEPORT TEXAS**

Tuesday, October 12, 2021, 6:00 p.m.

DIRECTORS:

Ed Garcia:

President

Josh Mitchell:

Vice President

Mingo Marquez:

Finance

Nicole Mireles:

Secretary

David McGinty

Shonda Marshall

Jeff Pena

Tim Kelty: City Manager (Ex-Officio)

Christopher Duncan: Attorney

City Liaison: Jerry Cain

FREEPORT ECONOMIC DEVELOPMENT CORPORATION
MEETING AT FREEPORT POLICE DEPARTMENT MUNICIPAL COURT ROOM
430 NORTH BRAZOSPORT BOULEVARD, FREEPORT TEXAS
REGULAR BOARD MEETING AGENDA
Tuesday, October 12, 2021, 6:00 p.m.

I. Call to Order

II. Invocation and Pledge

III. Citizen Comments

Citizens allotted 3 minutes for comments

IV. Consent Agenda

- a. Approve Meeting Minutes for September 17, 2021
- b. Approve September 2021 Financial Statement
- c. Approve Invoices

V. Developer Presentation

- a. Pete Garcia Group

VI. Discussion & Action Items

- a. Discussion and possible action for the contract with Kelly Services to hire Administrative Assistant. (Shonda)
- b. Discussion and possible action on approving EDC Directors Job Description. (Nicole)
- c. Discussion and possible action on EDC owned property locks. (David)
- d. Discussion and possible action on approving the contract document with mowing service. (David)
- e. Board roles and procedures. (David)
- f. Discussion and possible action regarding Hispanic Chamber of Commerce Business Expo. (Jeff)
- g. Freeport Blue Santa Golf Tourney Sponsorship. (Jeff)
- h. Discussion and possible action regarding Business Improvement Grant request for Ann's Custom Monograming. (Ed)
- i. Discussion and possible action regarding Business Improvement Grant Application (Ed)
 - 224. W. Park St.- Park Avenue Lofts, Brick
 - 112 W. Broad St. – Roof
 - 212 W. 1st Windows/ Exterior Façade
- j. Discussion and possible action regarding adding alternate to each subcommittee. (Ed)

VII. Subcommittee Updates

VIII. Board Comments

- a. President Ed Garcia: announcements and comments.
- b. VP Josh Mitchell: announcements and comments.
- c. Finance Mingo Marquez: announcements and comments.
- d. Secretary Nicole Mireles: announcements and comments.
- e. David McGinty: announcements and comments.

- f. Shonda Marshall: announcements and comments.
- g. Jeff Pena announcements and comments

IX. Executive Session – Adjourn into Executive Session

It is now _____ p.m. and I hereby recess the regular session of the Freeport Economic Development Corporation August 10, 2021 meeting and do hereby convene an executive session, said executive session authorized under the following sections of the Texas Government Code: (1) Government Code, Section 551.087 (Economic and Community Development Matters), 551.072 (Deliberations about Real Property), 551.071 (Consultation with Attorney).

In Accordance with the Texas Government Code:

Section 551.071 (Consultation with Attorney)

- 1. Realty World Development

Section 551.087 (Economic and Community Development Matters)

- 1. Discussion and possible action regarding project 2021A.
- 2. Discussion and possible action regarding project 2021B.
- 3. Discussion and possible action regarding project 2021C.
- 4. Discussion and possible action regarding project 2021D.

Reconvene into Open Session

Board President’s statement:

It is now ____ p.m. and I hereby close the executive session of the Freeport Economic Development Corporation and do hereby reconvene the regular open session.

Discussion and Possible Action

- a. Realty World Development

X. Adjourn

Motion to close board meeting made by _____ and seconded by _____. Motion _____.

It is now ____ p.m. and I hereby close the board meeting.

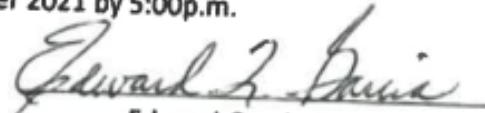
Executive Session Disclosure Statement: The FEDC Board of Directors reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

If any accommodations for a disability are required, please notify the FEDC office at 979-871-0121 at least two (2) working days prior to the date of the meeting.

Posted at 200 W. 2ND STREET, Freeport, TX, in accordance with the Texas Government Code, Chapter 551, on or before Friday the 8th day of October 2021 by 5:00p.m.



Betty Wells, City Secretary
City of Freeport Texas



Edward Garcia, President

IV. A

**CITY OF FREEPORT
ECONOMIC DEVELOPMENT CORPORATION**
200 West 2nd Street, Freeport, Texas 77541

MEETING MINUTES

STATE OF TEXAS)
)
COUNTY OF BRAZORIA)
)
CITY OF FREEPORT)

BE IT REMEMBERED that the Economic Development Corporation of the City of Freeport met on Tuesday, September 17, 2021 at 5:00 p.m. in the Freeport Police Department Municipal Court Room, located at 430 North Brazosport, Freeport, TX, for the purpose of considering the agenda items.

FEDC BOARD MEMBERS: Quorum Present

Ed Garcia President
Josh Mitchell Vice President
Mingo Marquez Finance Absent
Nicole Mireles Secretary
David McGinty
Shonda Marshall
Jeff Pena

Tim Kelty: City Manager
Chris Duncan: Attorney
Jerry Cain: Council Liaison

Visitors in Attendance:

Melanie Oldham

I. Call to Order

President Ed Garcia opened the meeting at 5:00 P.M. A quorum was present: Ed Garcia, Josh Mitchell, Nicole Mireles, David McGinty, Shonda Marshall and Jeff Pena.

II. Invocation and Pledge

Tim Kelty led the invocation.

III. Citizens Comments

No Citizens Comments

IV. Consent Agenda

a. Approve Meeting Minutes for August 10, 2021, August 25, 2021 and August 31, 2021.

Motion to Approve Meeting Minutes for August 10, 2021, August 25, 2021 and August 31, 2021 was made by Josh Mitchell and seconded by Shonda Marshall. **Motion passed** unanimously.

b. Approve August 2021 Financial Statement.

Motion to Approve August 2021 Financial Statement was made by Josh Mitchell and seconded by Jeff Pena. **Motion passed** unanimously.

c. Approve Invoices.

Motion to Approve Invoices for the City of Freeport for the amount of \$50,000 for the docks and the lighting invoice for \$401.17 was made by Jeff Pena and seconded by David McGinty. **Motion passed** unanimously.

V. Discussion & Action Items

a. Budget Subcommittee

Discussion and possible action to approve budget for Fiscal Year 2021-2022.

Ed Garcia said the proposed budget for next fiscal year will be the same as the current budget with a couple of changes. Ed Garcia said the sales tax projected for the following Fiscal Year 2021-2022 will be \$1,200,000. Ed Garcia said the subcommittee took off several items that they believe the money will be used better a different way. Ed Garcia said Professional Services NOS for \$298,250 was taken off, they are multiple contracts Mr. Holman got into and the board voted not to proceed with most of the contracts. Ed Garcia said the subcommittee decided to combine Marketing and Advertising for a total of \$75,000. Ed Garcia said the cash on hands projects account will be for \$1.2 million and this will be for projects the board will want to get into. Ed Garcia said the account for other services of \$38, 000 is being eliminated. Ed Garcia said for the seminars, dues, travel account decreased by \$13,500. Ed Garcia said the beginning fund balance is for \$1,535,000 and the ending fund balance is \$437,961. Ed Garcia said there is a revenue of \$1,200,000 and cash on hand \$1,535,000 that totals \$2,735,000. Ed Garcia said for expenses for projects \$1,950,000 and other expenses \$347,000 with a total of \$2,297,039. Ed Garcia said the remaining reserves account with a balance of \$437,961. Ed Garcia said in the packet each board member has it should include the EDC budget highlights which goes over the items that were just reviewed and explains if each account had an increase or decrease.

Jeff Pena asked if any specific events, advertising and marketing media was identified for the Marketing and Advertising account.

Ed Garcia replied to Jeff Pena and said no.

Josh Mitchell said it was a general idea and making sure enough money is in the account and being comfortable and not running out of money for this account.

David McGinty said the board wants to jointly sponsor events with the museum to bring people to town and for them to spend money in Freeport. David McGinty said the Museum has asked the EDC to sponsor several events and they are not much how much it will cost. David McGinty said he would like to put some money in a placeholder for the events instead of having to make budget amendment later. David McGinty said when the EDC sponsored the Altamira event and Mexican Heritage Month at the museum the EDC had no signage saying they sponsored those events.

Nicole Mireles said she has been talking to David McGinty regarding shirts that say Freeport EDC to show presence.

Ed Garcia said he thinks any motion to make increases it is understood it is not for the museum but to have enough funds for different events.

Motion to approve the current budget with one modification for marketing and advertising to allot \$150,000 was made by Jeff Pena and seconded by David McGinty. **Motion passed** unanimously.

Shonda Marshall asked what the breakdown is for the Administrative Assistant position and the Executive Director.

Ed Garcia said he believes the budgeted amount is \$45,000 for the Administrative Assistant. Ed Garcia said the subcommittee will have to come up and make a recommendation on the salary to offer the incoming EDC Director.

Chris Duncan said the salary for the Administrative Assistant is \$45,000 and for the EDC Director \$90,745. Chris Duncan said this is only for base salary it does not include education or benefits. Chris Duncan said the Administrative Assistant salary including all the benefits which are taxes, contributions, workers compensation and insurance add up to \$72,643.

b. Hiring Subcommittee

Discussion and possible action on the Administrative Assistant Position.

Shonda Marshall said the subcommittee reached out to Kelly Services and the subcommittee decided it was going to be expensive to work with them. Shonda Marshall said Kelly Services stated they pay their administrative assistants around \$18 an hour and what the EDC will have to pay is a mark up of \$18 times 1.53 which will be about \$27.00 an hour.

Ed Garcia asked if the Administrative Assistant been posted.

Shonda Marshall said the subcommittee was instructed by the board to reach out to Kelly Services. Shonda Marshall said they did not post the position because they were instructed to go with Kelly Services.

Nicole Mireles said she recommends to the board not to go with Kelly Services and instead have the City post on their website.

Shonda Marshall said Kelly Services would like to have a contract for at least a year and if the board wants to hire the administrative assistant there will be a transfer fee which will be at least 20% of the base salary.

Nicole Mireles said the subcommittee edited and updated the job description for the Administrative Assistant.

Motion to use Kelly Services to hire an Administrative Assistant was made by Shonda Marshall and seconded by Josh Mitchell. **Motion passed.** Nicole Mireles voted Nay.

c. Mowing Subcommittee

Discussion and possible action regarding mowing of EDC properties.

David McGinty said he had two companies that were not able to make it to this meeting but will be at the next meeting. David McGinty said the BIDS the companies turned in are in each of the board members packet.

Nicole Mireles said she liked VT Enterprise Company.

David McGinty said Wells Company never picked up trash and VT Enterprise Company said it is part of the job to pick up trash on the property.

Chris Duncan said if the company does not have a standard contract he will do one.

Motion to go with VT Enterprise for a year to mow the EDC properties and seconded by Josh Mitchell. **Motion passed** unanimously.

Shonda Marshall asked if the board will be able to review the contract before running into any issues about the services not being done.

Chris Duncan said the proposed contract will go back to the EDC.

Ed Garcia said he asked Mr. Tumblenson to do the maintenance on the 2nd Street and 8 acres. Ed Garcia said these are the two properties he has received more complaints on.

d. Board Item

Discussion and possible action on posting job for the EDC Director Position.

Ed Garcia said he does not think the board has decided on the salary for this position. Ed Garcia said before posting this position the board should establish a salary range. Ed Garcia

said the subcommittee for this will be Nicole Mireles as chairman, Shonda Marshall and Josh Mitchell.

e. Grant Request

Consider and take possible action regarding Business Improvement Grant Application

- 1. 224 W. Park St. -Park Avenue Lofts, Brick**
- 2. 112 W. Broad St- Roof**
- 3. 212 W. 1st Windows/Exterior Façade**

Nicole said she would like this item to be tabled she just received the information and would like to review.

Ed Garcia said the subcommittee is composed of himself, Mingo Marquez and Jeff Pena. Ed Garcia said Mr. Pena submitted the application and he would like to suggest appointing an alternate.

Nicole Mireles said she agrees with Ed Garcia on Jeff Pena not being on the subcommittee being the grants request are for him.

Shonda Marshall said she will feel comfortable if the board confirms with legal if Jeff Pena on the subcommittee will be a problem.

Chris Duncan said the board can decide to go into executive session at the moment or it can be added to the list on executive session.

Ed Garcia said this will be moved to executive session.

f. Board Item

Discussion and possible action on EDC finances.

Jeff Pena said it was brought to his attention by Mrs. Mireles the EDC was having problems getting the checks paid. Jeff Pena said there was questions whether or the EDC should be handling their own finances or if they would like the City to facilitate the payments.

Nicole Mireles said a concern she had discussed with Jeff Pena it took the EDC a while to get Sweet T's their check. Nicole Mireles said Sweet T's had already spent the money and submitted the invoice like the EDC had asked her to do and it still took a while to get the check to her.

Ed Garcia said it is partly his fault procedures were not established and does not know how in the past they were being handled. Ed Garcia said in the future a proper procedure will be established to not only have the grants paid on a timely basis but also all the invoices. Ed Garcia said he will write up the procedure and take it to the board.

g. Beach Subcommittee

Discussion and possible action- Beach update. Presentation

Jeff Pena presented a presentation to the board and wanted to share what he shared with City Council to the EDC board regarding the beach.

Kenny Hayes said it is a waste of money and a previous City Manager tried to put pals at the beach and they just washed away.

Sabrina Brimage said she is for keeping the beach clean but the board should give back to the City. Sabrina Brimage said the EDC should get together with the City to fix areas around the City that are needed improvement.

Shonda Marshall said she appreciated Jeff Pena's presentation but would like more research and discussion regarding the beach. Shonda Marshall said the board should spend the money wisely and would like to bring more economic development to the City of Freeport.

Josh Mitchell said he seconded Shonda Marshall's comment and would like more information on this.

Ed Garcia said Jeff Pena's project is a good one but thinks it will work with the full participation of the City Council and EDC board.

h. Project Subcommittee #1 (Downtown)

Discussion and possible action on subcommittee recommendations.

1. Downtown Building

Ed Garcia said Mingo Marquez is not at the meeting tonight and this item will be tabled.

2. Downtown Lighting

Jeff Pena said he has been getting feedback from the business owner of Beach Bums Barcadia regarding lighting. Jeff Pena said the owner of Beach Bums said he is willing to help subsidize part if the EDC is wanting to make sure the lighting in downtown stays up year around. Jeff Pena said having more decorative lighting in terms of the different bridges. Jeff Pena said the subcommittee for the downtown lighting were not able to meet.

Nicole Mireles asked why is the City not keeping up with the lighting downtown and why does the EDC have to do it.

Jeff Pena said they are some fixes that are trying to be pushed. Jeff Pena said the lighting is to help enhance the downtown so it is not so dark. Jeff Pena said to keep the lighting as a marker when talking about the projects for the budget.

i. Signage Subcommittee

Discussion and possible action on subcommittee recommendations

David McGinty said LeAnn Strahan had a presentation and cost estimates for the board but the Museum is not open due to Nicholas Storm she was not able to make it. David McGinty said LeAnn will be at the next board meeting.

Ed Garcia said this item will be tabled.

j. Project Subcommittee #2 (Pop Box)

Discussion and possible action on subcommittee recommendations

Jeff Pena said the last conversation in City Council was for the subcommittee to decide what is going to happen to the Pop Box. Jeff Pena said the Pop Box has been at the levee for about a year. Jeff Pena said the Pop Box is ready for a tenant. Jeff Pena said the Pop Box subcommittee will meet and propose to the board what they fully recommend doing.

Ed Garcia said several requests have been made for the Pop Box to be moved and he made several arrangements with the company to get it moved from that location to the 8.8-acre area.

Nicole Mireles asked how many Pop Boxes did the board purchase.

Ed Garcia said the board only bought one. Ed Garcia said he believes it is in the budget to purchase more Pop Boxes if the board is still wanting to pursue the program.

VI. Subcommittee Updates

Update by all subcommittees that did not request Action Items.

Nicole Mireles said for the subcommittee for the Visitor Center they would like for this item to be on the following agenda to try to negotiate and open the EDC office in the old Visitor Center building. Nicole Mireles said the subcommittee would like to give another proposal and see what the board can come up with.

Ed Garcia said on the grant subcommittee he would like to appoint Josh Mitchell as an alternate for Jeff Pena.

VII. Board Comments

Announcements and Comments

a. Ed Garcia- President

Ed Garcia said in his opinion the board is still struggling to work as a unit and would like to see the board make a better effort to try to work together. Ed Garcia said he asked Chris Duncan to put together the agenda for this meeting. Ed Garcia said there will be a deadline for the board members to submit items to be put on the agenda. Ed Garcia said he will request all documentation be provided to Nicole Mireles and himself. Ed Garcia said he would like to remind the board Clarisa Molina does not work for the board and the City is being gracious enough to let her do the job. Ed Garcia said any question a board member has it will have to be brought to him or to Nicole Mireles and do not go directly to Clarisa Molina or instruct her to do anything on agenda without going to Ed Garcia or Nicole Mireles.

b. Josh Mitchell- Vice President

Josh Mitchell said the project is on file with the Architectural Firm in Houston and is hoping to hear more from them the upcoming week. Josh Mitchell said he has mentioned about investing in oversized checks so when a grant check is giving the dollar amount is

more noticeable. Josh Mitchell said also investing in yard or window signs that can say the business grant was sponsored by the Freeport EDC. Josh Mitchell said he will take on the project for the oversized checks.

c. Mingo Marquez- Treasurer

d. Nicole Mireles-Secretary

Nicole Mireles said what she had in mind Ed Garcia had already talked about.

e. Shonda Marshall

Shonda Marshall said she would like to thank those who tried in order for her to get the agenda packet on time to review. Shonda Marshall said she is looking forward to the board coming up with good projects that are visible to the City and to show the citizens the board is trying to bring economic growth to the City. Shonda Marshall said she is excited to be a part of the board. Shonda Marshall said she strongly encourages the City Council to come out and see what the EDC board is doing.

f. David McGinty

David McGinty said he has a vision on what Freeport can be with the beach, downtown, historical landmark districts, gulf boulevard and brazosport boulevard. David McGinty said there is a lot the board can do to help the City help itself attract more people. David McGinty said he will show the board in executive session a couple of plans.

g. Jeff Pena

Jeff Pena said he wants to make sure the public is aware that the EDC is trying to take on a new territory and be more creative and innovated. Jeff Pena said to not allow past failures to dictate on what can be done moving forward. Jeff Pena said this means every board member has to participate. Jeff Pena said he wants to make sure to have a discussion on the Visitor Center and the Pop Box.

VIII. Executive Session- Adjourn into Executive Session

Executive Session Disclosure Statement: The FEDC Board of Directors reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

It is now 7:10 p.m. and I hereby recess the regular session of the Freeport Economic Development Corporation September 17, 2021 meeting and do hereby convene an executive session, said executive session authorized under the following sections of the Texas 551.071 (Consultation with Attorney).

In Accordance with the Texas Government Code:

- A. 551.071 (Consultation with Attorney) – Holman

Close Executive Session and Reconvene into Open Session

IX. Adjourn

Motion to close board meeting made by Jeff Pena and seconded by Josh Mitchell. **Motion passed** unanimously.

It is now 7:37 p.m. and I hereby close the board meeting.



Freeport Economic Development Corporation

Title: Monthly Financial Report

Date: October 4, 2021

From: Cathy Ezell, Finance Director

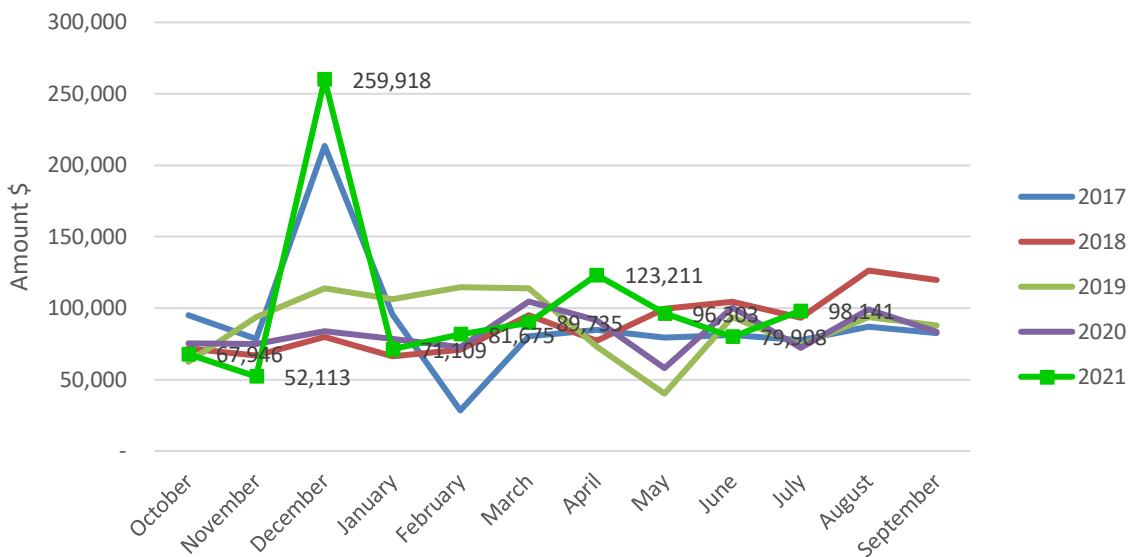
Staff Recommendation: N/A

Item Summary:

The attached financial report is through September 30, 2021.

- Sales Tax revenue through July (received in September was \$1,020,060, which is up from up last fiscal year to-date.
- The July amount received was \$98,141, which is line with the normal sales tax received.

FEDC Sales Tax Revenue by Year



- All expenditure categories are under budget for the period.

Special Considerations:

N/A

Financial Impact:

As of September 30, 2021, Revenues exceed Expenditures by \$640,070. The fund balance as of September 30, 2021 is \$1,524,883.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Freeport Economic Development Corporation Monthly Report as of September, 2021

Freeport Economic Development Corporation
Monthly Financial Report
As of September 30, 2021

	FY2020	FY2021	Year to Date	Budget	% YTD
	Actuals	Budget	Actual	Balance	Budget
Beginning Fund Balance	\$ 714,504	\$ 884,813	\$ 884,813		
Revenues					
Tax-Sales EDC	\$ 994,360	\$ 1,070,000	\$ 1,020,060	\$ 49,940	95.33%
Interest Income	-	120	4,440	(4,320)	3700.11%
Misc Income	-	-	(0)	0	
Lease Income	-	-	5,586	(5,586)	
Total Revenues	\$ 994,360	\$ 1,070,120	\$ 1,030,086	\$ 40,034	96.26%
Expenditures					
Salaries					
Salaries/Wages	\$ 91,417	\$ 147,070	\$ 114,121	\$ 32,949	77.60%
Educational Pay	1,500.20	3,000	1,269	1,731	42.31%
Longevity	-	60	51	9	84.70%
Auto Allowance	6,000	6,000	5,077	923	84.62%
Cellphone Allowance	600	1,200	500	700	41.67%
Overtime	-	1,000	-	1,000	0.00%
Total Salaries	99,517	158,330	121,018	37,312	76.43%
Benefits					
FICA & Medicare	7,050	12,112	8,768	3,344	72.39%
Group Insurance	4,968	22,198	11,300	10,898	50.91%
TMRS	12,831	22,839	17,531	5,308	76.76%
Workmen's Compensation	-	125	6	119	4.82%
Unemployment Insurance	-	175	-	175	0.00%
Total Benefits	24,849	57,449	37,605	19,844	65.46%
Supplies					
Office/Computer Supplies	616	3,500	215	3,285	6.15%
Postage/Shipping	39	200	-	200	0.00%
Books/Publ/Subscriptions	(101)	2,000	437	1,563	21.85%
Printing	-	500	-	500	0.00%
Furnitures & Fixtures	-	500	165	335	33.00%
Other Supplies	554	800	-	800	0.00%
Total Supplies	1,108	7,500	817	6,683	10.90%

Freeport Economic Development Corporation
Monthly Financial Report
As of September 30, 2021

	FY2020 Actuals	FY2021 Budget	Year to Date Actual	Budget Balance	% YTD Budget
Services					
Water	-	300	-	300	0.00%
Professional Services	72,298	298,250	15,225	283,025	5.10%
Bank Charges	-	100	141	(41)	141.04%
Professional Fees-Auditor	-	4,000	-	4,000	0.00%
Professional Fees-Legal	37,521	30,000	28,545	1,455	95.15%
Advertising	36,642	87,900	3,535	84,365	4.02%
Marketing	2,830	20,000	5,430	14,570	27.15%
Special Projects	2,305	300,500	161,680	138,820	53.80%
Electricity	-	2,000	123	1,877	6.14%
Other Services	8,505	38,000	5,842	32,158	15.37%
Total Services	160,100	781,050	220,521	560,529	28.23%
Sundry					
Seminars/Dues/Travel	8,364	24,860	9,662	15,198	38.87%
Property/Liability Insurance	218	-	125	(125)	N/A
Other-Sundry	1,500	1,000	267	733	26.69%
Total Sundry	10,082	25,860	10,054	15,806	38.88%
Debt Service					
Principal	763,301	-	-	-	N/A
Interest Expense	1,860	-	-	-	N/A
Total Debt Service	765,161	-	-	-	N/A
Capital Outlay	-	150,000	-	150,000	0.00%
Total Capital Outlay	-	150,000	-	150,000	0.00%
Interfund Transfers					
Transfer to General Fund	50,000	-	-	-	N/A
Transfer to EDC Debt Serv	13,234	-	-	-	N/A
Transfer from General Fund	(300,000)	-	-	-	N/A
Total Interfund Transfers	(236,766)	-	-	-	N/A
Total Expenditures	\$ 824,051	\$ 1,180,189	\$ 390,015	\$ 790,173.83	33.05%
Revenue Over/(Under)					
Expenditures	\$ 170,309	\$ (110,069)	\$ 640,070		
Ending Fund Balance	\$ 884,813	\$ 774,744	\$ 1,524,883		



Freeport Economic Development Corporation

Title: Consideration on approval of invoices for payment.

Date: October 4, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation:

N/A

Item Summary:

Attached are the invoices that have been submitted to me for payment. I am requesting board approval to pay these invoices.

Special Considerations:

N/A

Financial Impact:

Payment of invoices in the amount of \$2,510.57.

Board or 3rd Party recommendation: N/A

Supporting Documentation:

List of invoices

Copy of invoices

**Freeport Economic Development
Invoices for Approval
October 4, 2021**

Vendor	Invoice Date	Invoice Number	Invoice Amount	Account Number	Account Description
APG&E	9/24/2021	2355847	\$ 110.57	30-407-440	Electricity
Wells Florist Nursery & Landscape	7/31/2021	19260	800.00	30-407-413	Professional Services
Wells Florist Nursery & Landscape	7/31/2021	19261	1,600.00	30-407-413	Professional Services
		Total	<u>\$ 2,510.57</u>		

APG&E

6161 Savoy Dr Ste 500
Houston, TX 77036
PUCT Certificate: 10105

CUSTOMER SERVICE: (877) 544-4857

Mon - Thu 8:00 AM - 7:00 PM CT
Fri 8:00 AM - 5:00 PM; Sat 9:00 AM - 1:00 PM CT
customer@apge.com
www.apge.com

For outage or emergencies call: (800) 332-7143

Customer: **Freeport Economic Development Corp**

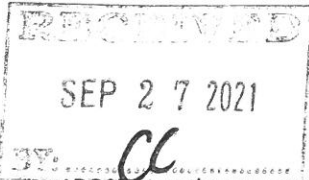
Billing Account #: **86278450-876**

Invoice #: **2355847**



Summary as of Sep 24, 2021

(account information starts on next page)



Previous Amount Due:	\$401.17
Total Payments Received:	\$0.00
Balance Forward:	\$401.17
Current Charges: <i>previous balance paid.</i>	\$110.57
Amount Due Oct 11, 2021:	\$511.74

Thank you for choosing APG&E to service your energy needs. We appreciate your business and are here to provide you excellence in Customer Experience. If you have questions related to this invoice, please contact our Customer Service Representatives at 1-877-LIGHT-57. Our Service Center hours are as follows: Mon - Thu 8:00 AM to 7:00 PM CT, Fri 8:00 AM - 5:00 PM CT, and Sat 9:00 AM to 1:00 PM CT.

If you believe this bill includes unauthorized charges, we encourage you to submit payment for the undisputed balance and contact APG&E to dispute the charges in question. We will research the concerns you bring to our attention and will work hard to gain immediate resolution. If you have concerns with timeliness or completeness, we encourage you to send an e-mail to CEO@apge.com.

If you are not satisfied with the actions taken on your behalf, you may choose to file a complaint with the Public Utility Commission of Texas, P.O. Box 13326, Austin, TX 78711-3326 (512) 936-7120 or toll-free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136.

Free Summer Meals for Children! - To find more information on providing access to healthy meals for children in low-income household across Texas allowing children to receive free or reduced price lunches during the school year, please call 2-1-1 or visit www.summerfood.org to find a site near you.

C.H.A.P - APG&E is proud to offer C.H.A.P (Customer Hardship Assistance Program) which provides assistance to customers who are experiencing hardship and need assistance paying their energy bills. This program is funded by customer contributions. If you wish to make a contribution, please contact one of our customer care associates. All C.H.A.P contributions are tax deductible.

Detach here, and include this coupon and check payable to **APG&E** in the enclosed envelope, allowing the Post Office 7 days to deliver.

APG&E
6161 Savoy Dr Ste 500
Houston, TX 77036

Invoice #:	2355847
Billing Account #:	86278450-876
Date Mailed:	Sep 24, 2021
Date Due:	Oct 11, 2021
TOTAL AMOUNT DUE:	\$511.74
If paid after 10/11/21, add late charge of:	\$5.26
After 10/11/21, Pay:	\$517.00
TOTAL AMOUNT ENCLOSED:	\$

Remit Payment To

Freeport Economic Development Corp
200 W 2nd St Ste 232
Freeport, TX 77541

APG&E
PO Box 660038
Dallas, TX 75266-0038

8627845087600000511748

ACCOUNT INFORMATION

Account #: 86278450-16-0800

ESI ID: 1008901023803811260100

Service Address:
323 W Brazos St
Freeport TX 77541-5717

Pricing Plan:
Fixed Rate Plan

Service Agreement Expires : 11/08/2021

USAGE DETAILS

Service Period	Estimate	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
08/16/21 - 09/15/21	Y	I92193955	kWh	2941	2941	40	0.0

CHARGE DETAILS

Date	Charge Description	Amount	Total
09/13/21	Late Payment Penalty (\$11.52 x \$0.050000 per Dollar)	\$0.58	
09/15/21	Energy Delivery Charges	\$10.41	
09/15/21	MGRT Reimbursement	\$0.21	
09/15/21	PUCA Reimbursement	\$0.02	
09/15/21	Total Tax Charges	\$0.88	

Current Charges

\$12.10

- The average price you paid for electric service this month (per kWh): \$0.000

ACCOUNT INFORMATION

Account #: 86278450-16-1566

ESI ID: 1008901016901114000116

Service Address:
301 W Brazos St
Freeport TX 77541-5717

Pricing Plan:
Fixed Rate Plan

Service Agreement Expires : 11/08/2021

USAGE DETAILS

Service Period	Estimate	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
08/16/21 - 09/15/21	Y	I90995129	kWh	25457	25560	1	103.0

CHARGE DETAILS

Date	Charge Description	Amount	Total
09/13/21	Late Payment Penalty (\$15.12 x \$0.050000 per Dollar)	\$0.76	
09/15/21	Energy Delivery Charges	\$7.92	
09/15/21	Energy Charges (103.0 x \$0.054300 per kWh)	\$5.59	
09/15/21	MGRT Reimbursement	\$0.27	
09/15/21	PUCA Reimbursement	\$0.01	
09/15/21	Total Tax Charges	\$1.14	

Current Charges

\$15.69

- The average price you paid for electric service this month (per kWh): \$0.131

ACCOUNT INFORMATION

Account #: 86278450-16-3375

ESI ID: 1008901020901269270117

Service Address:
212 W Park St # 2
Freeport TX 77541-5765

Pricing Plan:
Fixed Rate Plan

Service Agreement Expires : 11/09/2021

USAGE DETAILS

Service Period	Estimate	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
08/16/21 - 09/15/21	Y	I92265911	kWh	67105	67522	1	417.0

CHARGE DETAILS

Date	Charge Description	Amount	Total
09/13/21	Late Payment Penalty (\$59.00 x \$0.050000 per Dollar)	\$2.95	
09/15/21	Energy Delivery Charges	\$18.26	
09/15/21	Energy Charges (417.0 x \$0.079090 per kWh)	\$32.98	
09/15/21	Canceled Tax Charges	\$0.02 CR	
09/15/21	MGRT Reimbursement	\$1.04	
09/15/21	PUCA Reimbursement	\$0.08	
09/15/21	Total Tax Charges	\$4.34	

Current Charges

\$59.63

- The average price you paid for electric service this month (per kWh): \$0.123

ACCOUNT INFORMATION

Account #: 86278450-16-4771

ESI ID: 1008901020900626220112

Service Address:
317 W Brazos St
Freeport TX 77541-9999

Pricing Plan:
Fixed Rate Plan

Service Agreement Expires : 11/08/2021

USAGE DETAILS

Service Period	Estimate	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
08/16/21 - 09/15/21	Y	I89886133	kWh	16732	16909	1	177.0

CHARGE DETAILS

Date	Charge Description	Amount	Total
09/13/21	Late Payment Penalty (\$23.55 x \$0.050000 per Dollar)	\$1.18	
09/15/21	Energy Delivery Charges	\$10.29	
09/15/21	Energy Charges (177.0 x \$0.054300 per kWh)	\$9.61	
09/15/21	Canceled Tax Charges	\$0.02 CR	
09/15/21	MGRT Reimbursement	\$0.40	
09/15/21	PUCA Reimbursement	\$0.02	
09/15/21	Total Tax Charges	\$1.67	

Current Charges

\$23.15

- The average price you paid for electric service this month (per kWh): \$0.113

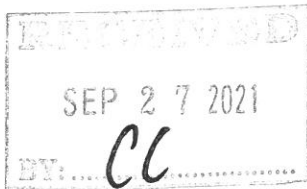
Wells Florist, Nursery and Landscape Co.
 18932 Hwy 35
 Sweeny, TX 77480
 (979)548-2247
 wellsflorist@yahoo.com

Invoice

Invoice #: 019261
 Invoice Date: 09/01/2021
 Transaction Date: 07/31/2021
 Customer ID: 7650
 Reference/Contact:

Bill To: Freeport Economic Development Corporation
 200 W 2nd
 Freeport, TX 77541

Order #	Del. Date	Recipient	Qty.	Description	Price	Discount	Ext. Price	
81007	07/31/2021		1	Mowing 7/18 Marina	\$600.00	0.00%	\$600.00	
			1	Mowing 7/18 House	\$50.00	0.00%	\$50.00	
			1	Mowing 7/18 Buildings	\$150.00	0.00%	\$150.00	
			1	Mowing 7/18 Skinner	\$800.00	0.00%	\$800.00	
							Subtotal	\$1,600.00
							Delivery Fee	\$0.00
							Service Fee	\$0.00
							Tax	\$0.00
							Order Total	\$1,600.00



Monies Tendered \$0.00
Original Invoice Total \$1,600.00

Invoice Transactions

Late Fee- (09-01-2021): \$192.00

Invoice Balance Due \$1,792.00

DUE UPON RECEIPT

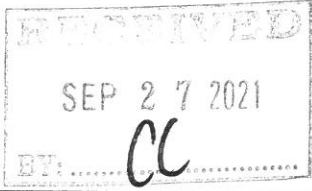
Wells Florist, Nursery and Landscape Co.
 18932 Hwy 35
 Sweeny, TX 77480
 (979)548-2247
 wellsflorist@yahoo.com

Invoice

Invoice #: 019260
 Invoice Date: 09/01/2021
 Transaction Date: 07/31/2021
 Customer ID: 7650
 Reference/Contact:

Bill To: Freeport Economic Development Corporation
 200 W 2nd
 Freeport, TX 77541

Order #	Del. Date	Recipient	Qty.	Description	Price	Discount	Ext. Price	
81006	07/31/2021		1	Mowing Marina 7/1	\$600.00	0.00%	\$600.00	
			1	Mowing House 7/1	\$50.00	0.00%	\$50.00	
			1	Mowing Buildings 7/1	\$150.00	0.00%	\$150.00	
							Subtotal	\$800.00
							Delivery Fee	\$0.00
							Service Fee	\$0.00
							Tax	\$0.00
							Order Total	\$800.00



Monies Tendered \$0.00
Original Invoice Total \$800.00

Invoice Transactions

Late Fee- (09-01-2021): \$96.00
Invoice Balance Due \$896.00

DUE UPON RECEIPT

PETE C. GARCIA

**President of Pete Garcia International Inc. and
Executive Director United States-Mexico Chamber of Commerce**

Pete is President and Principal of Pete Garcia International Inc, an airline and international business development consultancy firm which assists airlines and other industries to improve branding, revenues, develop new business and improve profits.

PGI also helps both US and Latin American companies develop cross-border business with business plans, marketing and risk and legal protection management.

Pete Garcia is the **Executive Director** of The United States-Mexico Chamber of Commerce Houston- The Woodlands- Gulf Coast Chapter which sole purpose is to develop business and encourage business development as well as investments between our two great countries.

Pete was formerly **VP Latin America for Continental Airlines**, Mr. Garcia was the key force in **driving revenues tenfold** in this region, from **\$250M to \$2.5B**. He created the strategies and programs that built its brand awareness and enabled Continental **to increase its destinations from 25 to more than 75**. Pete guided the growth of Continental to increase its presence **in Mexico from 7 non-stop destinations to over 30 from Houston and New York. Pete worked at Continental for 30 years and retired as an officer of the company.**

Garcia also served as a board member for **Copa Airlines** of Panama and participated in the growth in areas of branding, marketing, revenue, route planning, sales and distribution.

Garcia is often referred to as **“The Father of Latinization”** at Continental and within the travel industry for the creation of a marketing and customer service concept targeting the needs and better understandings of the Latin American customer base thus, raising the level of customer service and product offered while establishing its brand as it grew throughout the region.

Community Service

Pete was recently Chair of the Houston Mayor’s International Trade Development Council of The Americas. He is the Immediate Past **Chairman of the Board** of Avance Houston, an organization that helps families with their educational needs. He served as Vice-Chair of Amigos de las Americas. He also serves on the **Advisory Board** of Hermann Memorial Hospital and previously on the International Investment Committee of The Greater Houston Partnership and the Supervisory Council at Houston CVB. Pete also serves on the **Executive on the board** of The World Chamber of Commerce-Houston and the Executive Committee of The Woodlands Chamber of Commerce in the Woodlands, Texas. Pete is a **Senior Fellow of the American Leadership Forum**, ALF is an organization of 1200 executives who thrive to improve communities for both the public and private sectors.

Pete was born in Freeport, TX before moving to Colombia, South America and has moved around the globe while working for Continental Airlines including working in Australia, Mexico and the US.

The Future of Pavement Preservation Polymer/Soil Stabilization

Construction and Maintenance of Rural Roads

Top-Seal White™ (*Liquid Base Stabilizer & Sealant*)

TERRA PAVE INTERNATIONAL

"Cost-effective, eco-friendly products for improving roadways, parking lots, airfields, and all other traffic-bearing surfaces."

Learn more about TERRA PAVE INTERNATIONAL

TERRA PAVE
INTERNATIONAL



THE UNIVERSITY OF
TEXAS
AT AUSTIN

Top-Seal White™ (*Liquid Base Stabilizer & Sealant*)



EXXON Project



Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*



Exxon road design for heavy haul road (HHR) supporting up to **140psi** SPMT wheel loads.

Transporting up to **12,000 Metric Tone** modules.



Top-Seal White™ (*Liquid Base Stabilizer & Sealant*)



There were over **100 transport runs** with over **30 ultraheavy modules**.



Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*



The design was for **10,000 cumulative axle passes** over any **one point**.



Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*

TERRA PAVE
INTERNATIONAL



Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*



Top-Seal White™ (Liquid Base Stabilizer & Sealant)

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Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*

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INTERNATIONAL



Top-Seal White™ (*Liquid Base Stabilizer & Sealant*)



Very few maintenance for 18 months period.
Re-treated a few high-traffic areas with a maintenance applications.



Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*



Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*



Top-Seal White™ (*Liquid Base Stabilizer & Sealant*)

In summary, ExxonMobil has a large area of roads and parking lots and the traffic is heavy tractor-trailers. The soil is limestone meeting the **TxDOT 247 "Flexible Base" specifications.**

This construction was essentially the same as we are proposing for the Casa-Settat rural road project.

The TSW was surface sprayed only, with a dosage (or total TSW volume per m²) sufficient to resist heavy truck traffic.



Top-Seal White™ *(Liquid Base Stabilizer & Sealant)*



Tank Trail at Fort Hood, TX – Top Seal White



Round Rock, Texas – Top Seal White



Lufkin, Texas – Terra Fog



Florence, Texas – Terra Prime



El Paso, Texas – Terra Fog



El Paso, Texas – Top Seal Black

...Some projects

Top Seal White (TSW) Test-Section-1



**Initial construction
at the OCP Benguerir Mine
Now open to haul truck traffic!**

2016 10 11

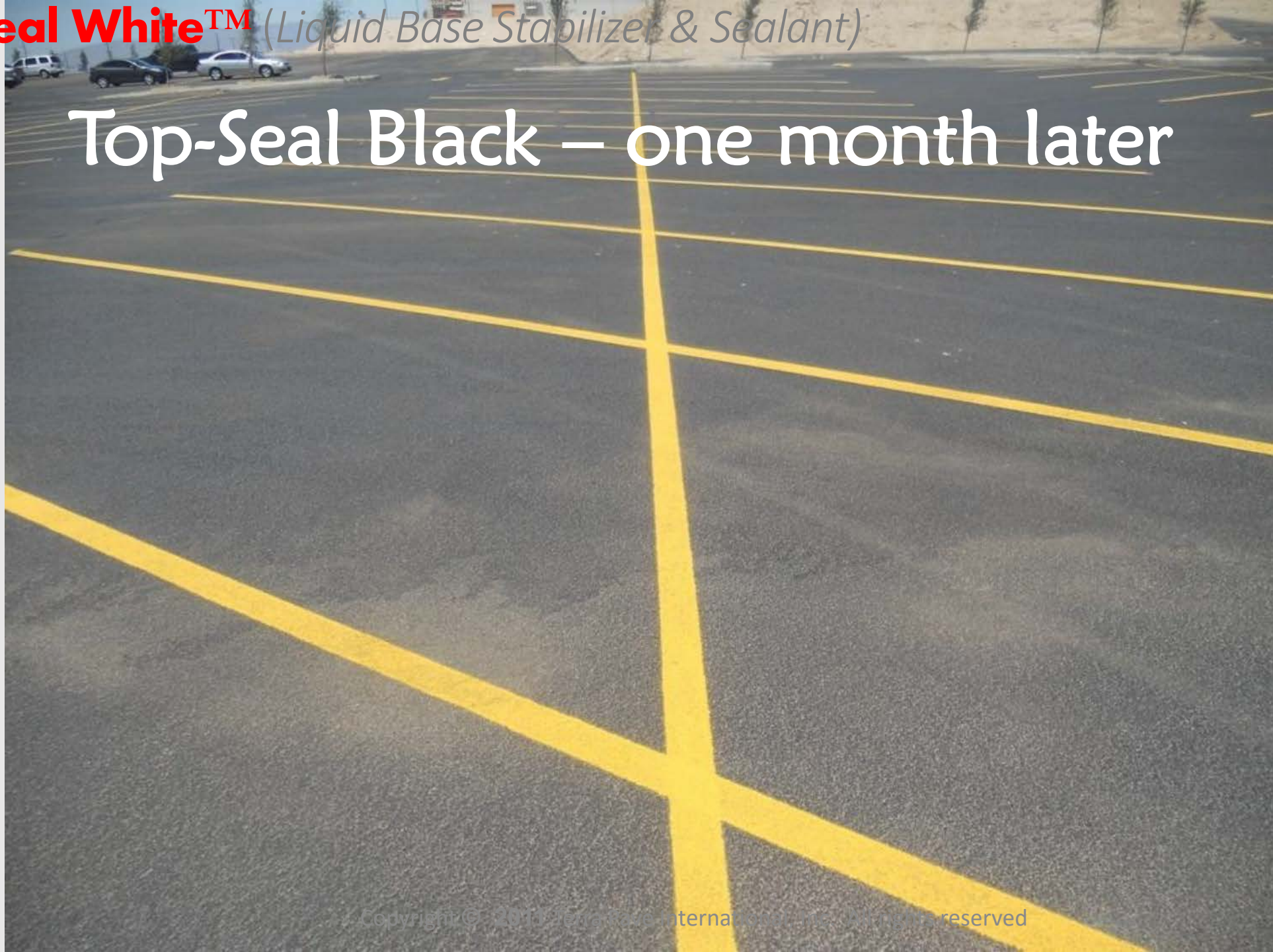
The Finished Road



Parking Lot built using
Top-Seal White plus Top-Seal Black

Final application of Top-Seal Black

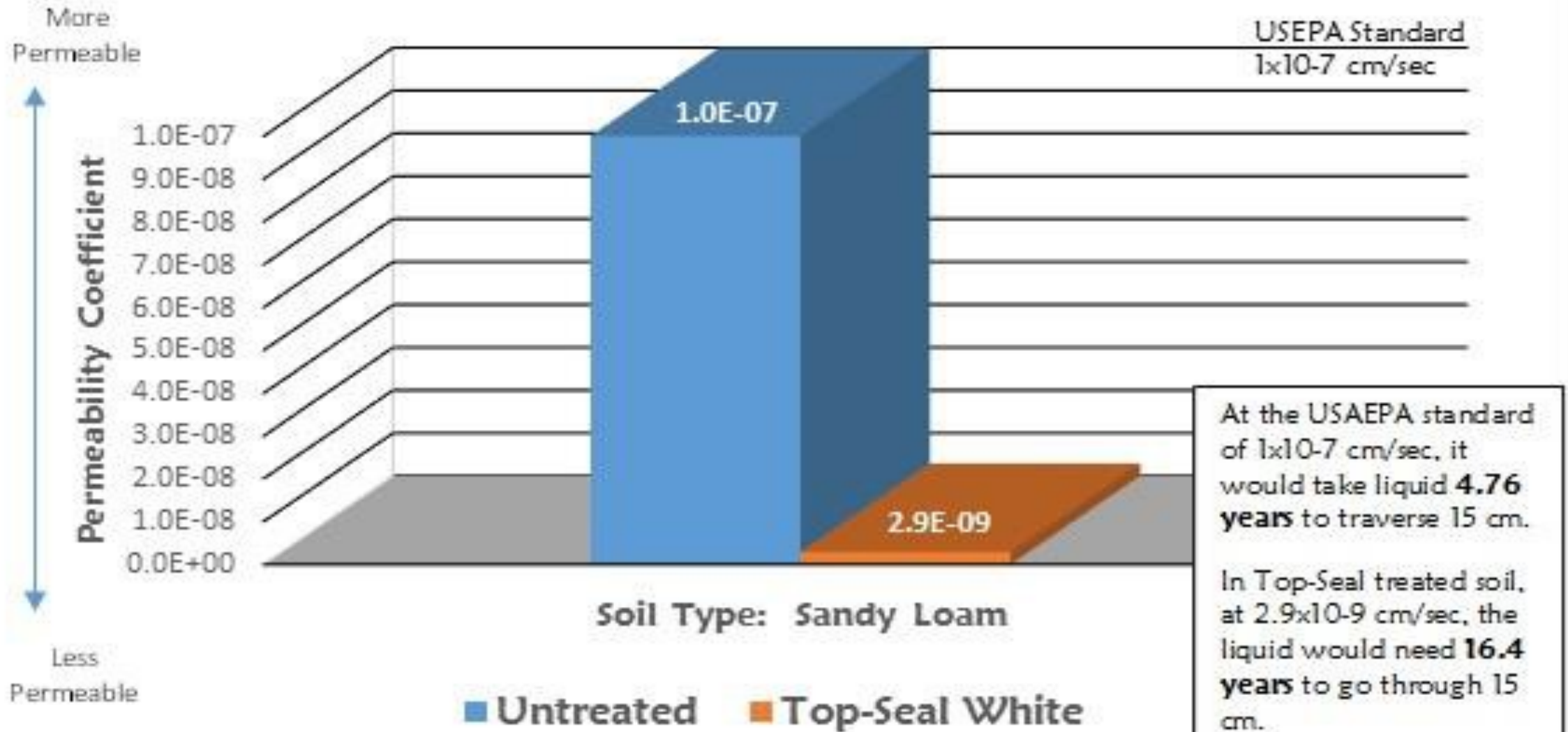
Top-Seal Black – one month later



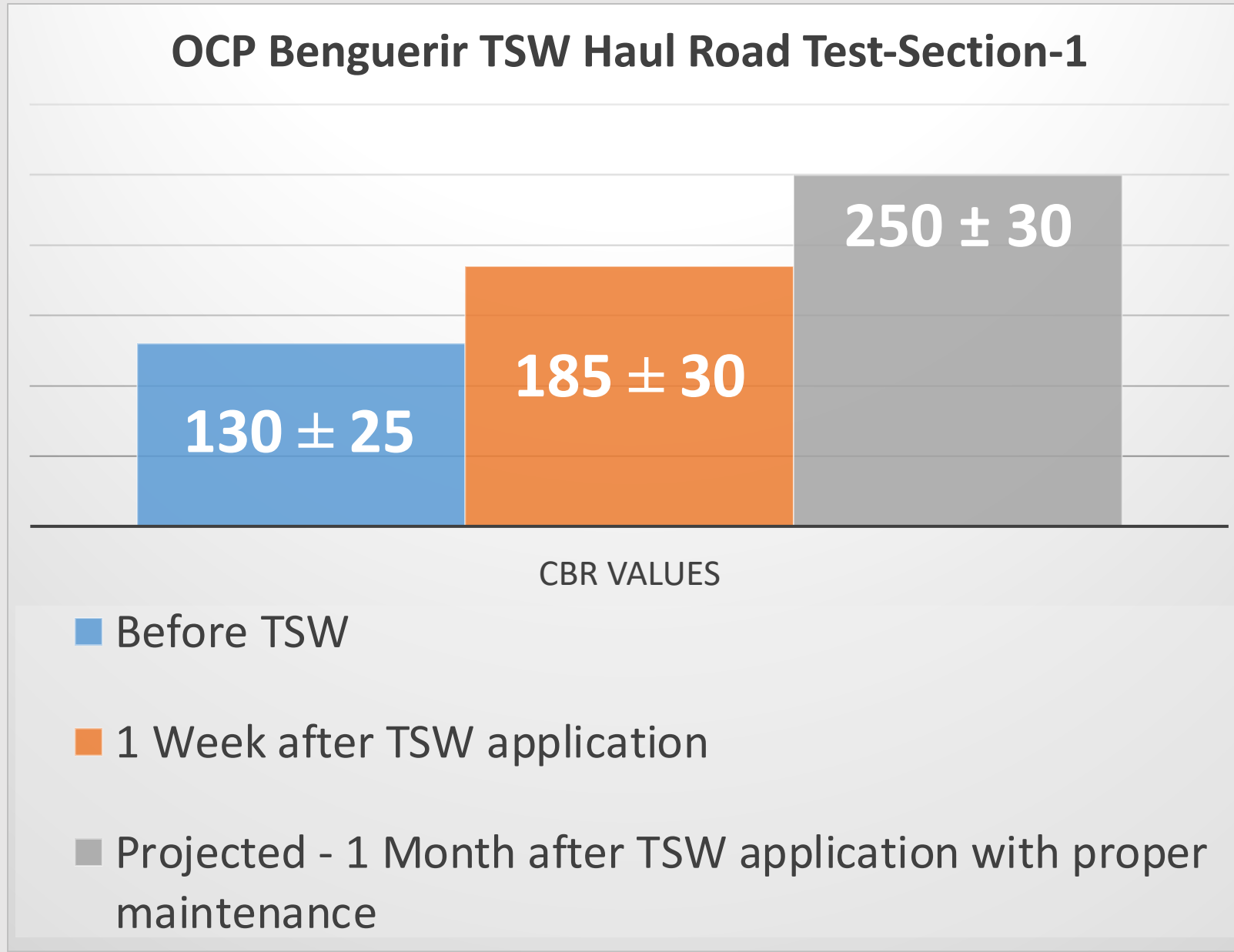


Top-Seal Black – Two Years later

Top-Seal White Permeability Testing



Improvement of CBR Values with TSW



Conclusion

From soil stabilization to pothole patching, Terra Pave International's line of eco-friendly, polymer/water-based paving materials provide solutions to a wide variety of pavement construction and maintenance challenges.

Thank you!



UT Austin West Pickle Research Building

Austin Technology Incubator

3925 W Brake Ln

Austin, TX 78759

www.terrapaveinternational.com

info@terrapaveinternational.com

Phone: (512) 736-2225



OVERVIEW

HMK Group represents a high-tech road pavement products manufacturer called Terra Pave International. HMK Group, LLC is an international business development firm that provides consultancy services on infrastructure projects.

Terra Pave International, Inc. (TPI) is Texas-based company with its headquarters located at the University of Texas at Austin West Pickle Research Building. The company manufactures and sells environmentally safe road improvement products on a worldwide scale.

TPI's polymer based products are used in **both paved and unpaved roads** and in

- Construction,
- Repair, and
- Early maintenance of roads

TPI products

- Consistently and **substantially outperform the best competitive materials and asphalt products** in wet and dry strength, penetrating depth, and sealing capability as demonstrated by laboratory tests
- **Cost-effective** (fraction of asphalt products)
- Are **environmentally friendly** (TPI products have approximately 10 times less carbon-footprint than asphalt and 100 times less than cement)
- Are **made in the U.S.** (invented at the University of Texas at Austin)

TPI products are **approved by the Texas Department of Transportation** and have been used by governmental and private entities all around the world. Some past & current clients include

- Texas Department of Transportation (USA)
- Petrobras (Brazil)
- Dyson (UK)
- OCP (Morocco)
- Barrick Gold Cooperation (Canada)
- City of Korhogo (Cote d'Ivoire)

TPI co-founders have extensive experience in road studies and management. Co-founders collectively have more than 50 years of experience in development of road stabilization and improvement products. The inventor of TPI products has Ph.D. degree in Civil Engineering and served as the director of the Texas Pavement Preservation Center at the University of Texas at

Austin for ten years and as a faculty member in the civil engineering department at UT-Austin for fifteen years.

How Terra Pave can assist transportation challenges

TPI is well-positioned to assist in both unpaved and paved roads. TPI's well-developed platform consists of twelve products and enables TPI to adapt itself into essentially any road improvement market in the world. With TPI products,

- **Unpaved roads** can be economically upgraded and paved for highly improved trafficability. TPI is uniquely well-positioned to fill the tremendous segment of farm-to-market roads. With this program, TPI enables tremendous savings and significantly improves the condition and safety of the roads and contributes to local economies.
- **Asphalt and chip seal roads** can be sealed effectively to significantly extend the life span of the existing roads. Salvaging and extending the life of old worn out asphalt or chip seal roads with cost-effective TPI products is a budget-friendly program that saves millions of dollars for rural communities, municipalities and cities. TPI has the ability to double and triple the amount of improvement for each budgeted dollar.
- **Maintenance program** of TPI can assist transportation authorities with huge cost savings. Lack of maintenance of roads due to shortage of funds is a significant issue in developing countries. The maintenance of both unpaved and paved roads with TPI products is simple and cost effective.

Application of Terra Pave products

Application of TPI products is simple and enables with big cost saving. As opposed to hot mix asphalt pavement TPI requires basic road construction equipment and a TPI paved road can be opened to traffic in as little as 15 minutes. All TPI products come in concentrated liquid form and applied with a spray applicator.

Application videos

- Dirt road pavement & base stabilization: www.youtube.com/watch?v=hhcGYhf1HPs
- Early maintenance of asphalt and chip seal roads to extend the life span of roads: www.youtube.com/watch?v=BjJ19b6il3M&t=6s

www.terrapaveinternational.com



TOP-SEAL WHITE™

Liquid Soil Sealant and Stabilizer

TOP-SEAL WHITE

ROADWAYS – PARKING LOTS – AIRFIELDS – EMBANKMENTS – SHOULDERS

Soil Stabilization ♦ Dust Control ♦ Erosion Control

TOP-SEAL WHITE™ (TSW) is an environmentally safe, all purpose liquid soil additive that is mixed with water and used for controlling and managing a variety of soil conditions in many countries throughout the world. When properly applied in sufficient quantities, TSW will effectively prevent **base failure, dust pollution, soil erosion,** and **loss of water** from ponds and reservoirs.

BASE STABILIZATION. Department of Transportation field-testing revealed that TSW's strength capabilities are comparable to cement stabilization. Other tests have shown that U.S. environmental standards are significantly exceeded in TSW's resistance to moisture. TSW is easily accommodated into routine construction procedures with no requirement for special equipment or handling precautions. The product is simply diluted with water and distributed into the soil in sufficient quantities to bind and transform the base into a solid mass of tightly cemented soil particles. **At a fraction of the cost of cement or lime stabilization, TSW is the most cost effective solution for road base stabilization.**



SEE THE TSW DIFFERENCE! *Left photo:* a close-up view of a road base with heavy traffic prior to treatment with TSW. *Right photo:* the same segment is shown six weeks after treatment with the product. Even after exposure to the extremes of heavily loaded haul trucks, military tracked vehicles, and severe weather conditions, there are no visible signs of damage or deterioration in roads treated with TSW. **When properly applied in sufficient quantities, TSW will dramatically increase soil strength and will significantly reduce permeability.**



STABILIZATION OF UNPAVED ROADS & CONTROLLING DUST POLLUTION. Many unpaved roads throughout the world have been improved with TSW. The product is simply added to water and distributed into a road base during normal construction or reconstruction procedures. A final overcoat is applied as a finishing touch, and with occasional maintenance applications, the road will remain permanently stabilized and free from dust pollution. In the end, there is a tremendous savings by eliminating the need for asphalt or other types of wearing surfaces, and by the reduction of maintenance repairs or reconstruction efforts. For haul roads and heavy traffic, please refer to Terra Pave International's publication, **HR-TS™**.

DUST POLLUTION is a TERRIBLE PROBLEM! City managers and government agencies throughout the world are faced with never ending battles of trying to protect their citizens from the effects of dust pollution. Strict environmental protection laws do not allow for this problem to be ignored, and this has forced many municipalities to rely on a wasteful and time-consuming program of daily watering operations. Fighting dust pollution with constant watering is an outdated method of dealing with a problem that can be much more easily and less expensively solved with an initial application of TSW, and occasional reapplications as needed. Please contact Terra Pave International for more information.

Other Uses for Top-Seal White™

RECYCLING OLD ASPHALT ROADS . . . is one of the best uses for Top-Seal. The product is environmentally safe, and therefore, it is an excellent alternative to the increasingly unfavorable method of depositing more asphalt emulsions into the soil. The Texas Department of Transportation has used Top-Seal as the **primary additive for cold in-place cycling** of old asphalt roads. The results of pulverizing asphalt and mixing it with its old base are dramatically enhanced by the introduction of Top-Seal as a superior stabilizer that will tightly bind it all together. There are significant advantages in using Top-Seal in the renovation of old asphalt roads:

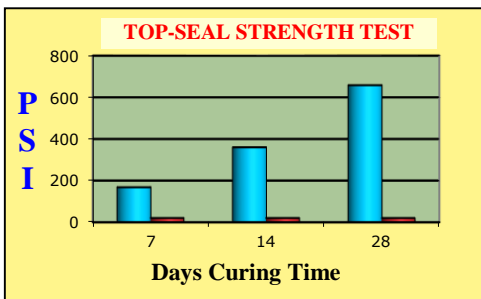
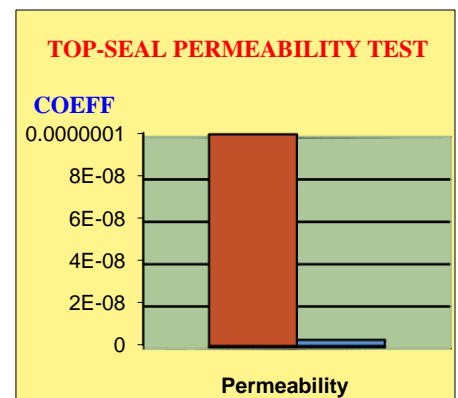
- ◆ *Less expensive* ◆ *More effective* ◆ *Easier to apply* ◆ *Superior binding capacity*
- ◆ *No special handling procedures* ◆ *No special equipment or heating tanks*

The most important benefit from using Top-Seal with old asphalt is that the process of **excavating and disposing of the old asphalt in accordance with very strict environmental laws can be completely eliminated**. Overall, a tremendous savings and superior performance can be expected from using Top-Seal in the recycling of old asphalt roads.

STABILIZATION with CEMENT and TSW. The amount of cement in a soil base can be reduced by as much as 50 percent when supplemented and stabilized with TSW, and the resulting performance can be equal to or greater than the cement alone. Most importantly, a savings of as much as 30 percent can be achieved in the process. The plasticity characteristics of TSW will help create a more flexible base with the cement, thereby, reducing the threshold for fracturing and resulting in a significant reduction in the cost of maintenance. Texas Department of Transportation laboratory testing has revealed that the strength characteristics of TSW are comparable to cement in similar soils. (See Summary of Laboratory Testing Results.)

STABILIZATION of LANDFILL LINERS and SOIL EROSION CONTROL.

TSW has a tremendous capacity for making soil virtually impermeable. The chart on the left shows a comparison between the US EPA permeability coefficient of 1×10^{-7} for land fills and the laboratory confirmed permeability coefficient for TSW of 2.9×10^{-9} . TSW meets and exceeds the US EPA standard many times over, thereby establishing itself as a superior additive for landfill composite liners. When used in landfills and for soil erosion control, TSW is transformed into a solid membrane that will seal itself against liquid or moisture penetration. Substandard soils, that would otherwise be excavated and replaced, can be treated with TSW at a tremendous savings in landfills, embankments, and reservoirs. (Source: Holt Engineering, Austin, Texas, USA.)



● = Untreated ● = TSW

LABORATORY TESTING with TSW

demonstrates the product's superior capacity for tremendous improvement in soil strength and for significant reduction of permeability. The graph on the left shows a strength increase of approximately 1,180 percent while the graph shown above reveals a reduction in permeability that exceeds U.S. Environmental Protection Agency standards by many times. Laboratory testing with TSW requires special modifications. Please contact Terra Pave International for more information. (Testing Source: Atser Labs, Houston, Texas, USA.)

ORDERING and RECEIVING TSW. TSW is manufactured in Central Texas, USA. The product is typically shipped in 55 gallon (208 liter) drums, and it can also be shipped in 250 gallon (950 liter) totes. TSW can be ordered in any quantity and can be shipped worldwide.

For More Information on Products and Business Opportunities, contact:
TERRA PAVE INTERNATIONAL, Inc.: PO Box 203904, Austin, Texas 78720 USA
TEL: 512-655-3550 ◆ **FAX:** 512-305-0009
EMAIL: info@terrapaveinternational.com ◆ **WEB:** www.terrapaveinternational.com
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Ready for shipment in 55 gallon drums



TOP-SEAL BLACKTM

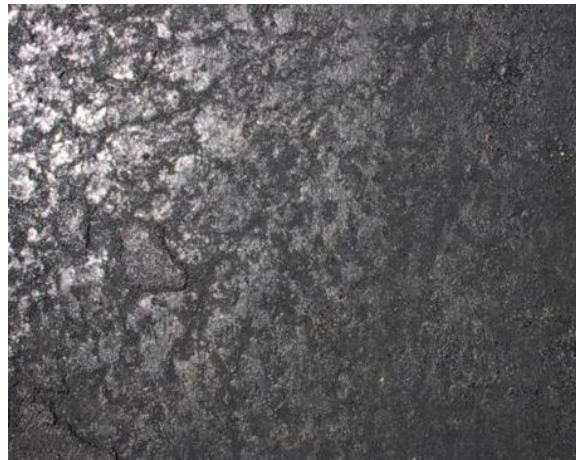
Surface Coating for Unpaved Roads

TOP-SEAL BLACK

UNPAVED ROADWAYS -DRIVEWAYS -PARKING LOTS -AIRFIELDS

COST-EFFECTIVE ALTERNATIVE TO ASPHALT ROADS

TOP-SEAL BLACK (TSB)TM is an environmentally safe, non-petroleum based surface coating for unpaved roads, parking lots, and airfields. When properly applied in sufficient quantities, a completed application with TSB will closely resemble an asphalt wearing surface at only a fraction of the cost.



Top-Seal Black application in Central Texas

TSB was invented at the University of Texas at Austin. It is patented by the university and solely licensed to Terra Pave International, Inc. The product is uniquely adapted to a market in which there are very limited options for cost-effective alternatives to an asphalt wearing surface.

TSB's performance is maximized when used in combination with its sister product, **Top-Seal White (TSW) Liquid Soil Sealant and Stabilizer**. As a highly effective liquid base stabilizer, Top-Seal White's proven capacity for dramatic improvement of soil strength and impermeability makes it a foundationally perfect match for TSB applications. Please contact Terra Pave International for more information on TSW.

TSB is the premier product of choice when an asphalt wearing surface cannot be afforded or is simply not needed for low-volume traffic environments. In its applied and cured state, TSB has a unique resemblance to asphalt and typically cannot be distinguished from it by the average person.

TSB is easy to use. There are no special equipment or handling procedures for using the product. Simply dilute TSB with water in a holding tank and distribute over the area of coverage. TSB is an excellent choice significant improvement of unpaved roads. Please contact Terra Pave International, Inc. for more information on TSB.

For More Information on Top-Seal BlackTM and Terra Pave International business opportunities, contact:

Terra Pave International, Inc.

University of Texas Pickle Research Building, 3925 West Braker Lane, 3rd Floor, Austin, Texas 78759 USA

Phone 512-665-3550 ♦ Fax 512-305-0009 ♦ info@terrapaveinternational.com ♦ www.terrapaveinternational.com

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TERRA FOG™

Non-Petroleum Based Asphalt Maintenance Product

ROADWAYS — AIRFIELDS — PARKING LOTS

Cost-Effective and Eco-Friendly Chip Seal Preservation

TERRA FOG™ is a high-quality, environment-friendly, and cost-effective solution for improving performance and extending service life in chip seals. Chip seals, also known as seal coats, are an inexpensive way to preserve asphalt pavements and prevent further deterioration of their structure.

TERRA FOG™ reinforces the chip seal by reducing asphalt oxidation, preventing brittleness and weakness. If the asphalt in a chip seal becomes brittle due to aging, it will be unable to hold the chips in place, resulting in potentially dangerous aggregate loss. Terra Fog™ penetrates between the aggregates and seals the asphalt surface of the chip seal, forming a protective layer over the asphalt surface, minimizing exposure to air and preventing the aging of asphalt as a result of oxidation.



Before Application with Terra Fog™



After Application with Terra Fog™

TERRA FOG™ EXTENDS PAVEMENT LIFE. A chip seal's service life can be extended significantly by using Terra Fog™ to properly maintain the asphalt's engineering properties by sealing the asphalt. Terra Fog's low viscosity allows it to accumulate on top the asphalt rather than the aggregate, minimizing friction loss observed in other fog sealant materials.

TERRA FOG™ IS SAFE AND ECO-FRIENDLY. As a non-petroleum-based product that contains no solvents, Terra Fog™ will not damage roads or vehicles. **Only water evaporates from Terra Fog™ during the curing process and no volatile organic compounds (VOCs) are emitted into the atmosphere.** Terra Fog™ is water-diluted, so it poses no risk to people or the environment, making it an ideally safe alternative to petroleum-based fog seal materials.

TERRA FOG™ REDUCES CHIP LOSS. Its low viscosity, unique among other fog seals, allows it to penetrate further into the pavement's structure and heal small cracks. Terra Fog™ **reaches deep into the bottom layer of the pavement to protect the base layer from water infiltration and degradation by sealing loose particles.** Test sections of Terra Fog™ have shown that the level of fine materials pumped into the base after heavy rains was reduced dramatically, and research studies conducted at lab and field test sections have demonstrated that Terra Fog™ binds the aggregate in place, reduces chip loss over time, and lowers the risk of vehicle damage from loose aggregate. Terra Fog™ is the ideal alternative to petroleum-based fog sealants.

TERRA FOG™ IS EASY TO USE. No special equipment or handling procedures are required. Simply dilute one part product with four or five parts water in a holding tank, and then evenly distribute it over the asphalt. The surface must be cleaned thoroughly before application, which is best accomplished with a power broom or blower. In order for proper cohesion to occur between Terra Fog™ and the surface, the entire area of coverage should be dry and above 55 F (13 C). Suggested application rates should be followed, as over-application can create slippery conditions.

ORDERING and RECEIVING TERRA FOG™. Terra Fog™ is manufactured in Central Texas, USA. The product is calculated at a rate of 0.03 to 0.22 gallons per square yard (0.15 to 1.0 L/m²). A spray temperature of 55° F (13° C) is recommended. Terra Fog™ can be ordered in any quantity and can be shipped worldwide. Please contact Terra Pave International for more information.

For More Information on Products and Business Opportunities, Contact:

TERRA PAVE INTERNATIONAL Inc: PO Box 203904, Austin, Texas 78720 USA **TEL:** 512-665-3550 ♦ **FAX:** 512-305-0009

EMAIL: info@terrapaveinternational.com ♦ **WEB:** www.terrapaveinternational.com

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TERRA PRIMETM

Non-Petroleum-Based Prime Coat

ROADWAYS – PARKING LOTS – AIRFIELDS

Environment-Friendly and Cost-Effective Prime Coat

TERRA PRIMETM is an environmentally friendly alternative to asphalt prime coats. **Invented at the University of Texas at Austin (UT Austin), Terra PrimeTM offers the most cost-effective and risk-free way to improve highways without sacrificing road durability, quality, or stability.** Terra PrimeTM is an easy-to-use polymer-based emulsion, and it requires no special equipment or handling procedures. **In a series of tests, Terra PrimeTM outperforms the most widely used alternatives, such as MC-30 and AEP** — both of which emit volatile organic compounds (VOCs) and are at least partially prohibited for use in Ozone Nonattainment Areas, like crowded cities and metropolitan areas.



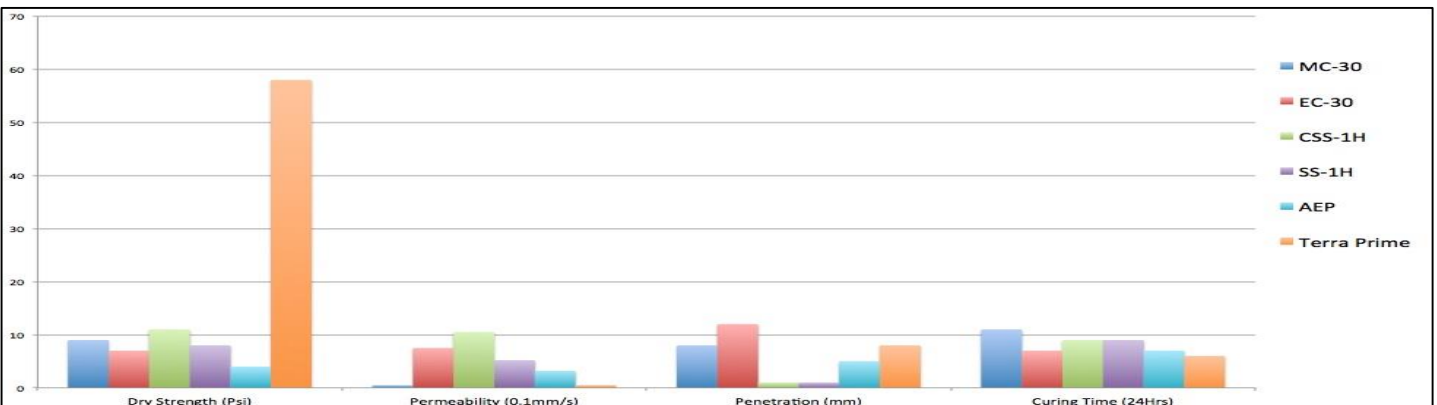
Terra PrimeTM application in Florence, Texas

TERRA PRIMETM IS TEST-PROVEN. In extensive trials coordinated by UT Austin and the Texas Department of Transportation (TxDot), Terra PrimeTM prominently outperformed all known competitor products as a replacement for MC-30, an asphalt primer used worldwide. MC-30 is classified as a cutback asphalt substance and is heavily laden with kerosene, which is environmentally toxic. The Environmental Protection Agency (EPA) classifies cutback asphalt as a volatile organic compound (VOC), placing in a category of substances regulated by environmental agencies worldwide.

The leaching of kerosene into the ground and its evaporation atmosphere have polluted the environment for years. **In addition to environmental concerns, MC-30 poses serious health risks to workers who are exposed directly to its vapors and potential flammability.** Inhalation of asphalt fumes can cause dizziness, headaches, intoxication, and vomiting. These fumes also contain known carcinogens.

Extensive research has revealed that several other products, mostly asphalt emulsion-based, are suitable replacements for MC-30. However, none have proven to be as effective as MC-30—until the arrival of Terra PrimeTM.

TERRA PRIMETM IS THE BEST REPLACEMENT FOR MC-30. As shown by the following table, Terra PrimeTM outperforms competitor products as a replacement for MC-30, and Terra PrimeTM is much stronger than MC-30 and other alternatives.



TERRA PRIMETM VS. COMPETITORS/MC-30

The Future of Better Roads

TERRA PRIME™ IS A SAFE, COST-EFFECTIVE REPLACEMENT FOR MC-30. Texas University research shows that TERRA PRIME™ has the best strength and curing time of all other prime coats materials.

Terra Prime™ also outperforms competitor products in permeability reduction, providing a permeability coefficient similar to that of MC-30. Additionally, Terra Prime™ achieves the same level of penetration as M-30 while being much more cost-effective than MC-30, as MC-30 is kerosene-based and priced according to crude oil fluctuations.

A study conducted at the McCombs School of Business at UT Austin found that the total price for a one lane-mile (1 mile x 12 feet) of MC-30 was \$8,705 in 2011, while the total price for one lane-mile of Terra Prime™ was just \$7,744.

As a non-petroleum-based prime coat, Terra Prime™ provides an environmentally-friendly solution to the growing need everywhere for cost-effective roads.

TERRA PRIME™ IS THE FUTURE OF BUILDING BETTER ROADS. In today's world, the need to improve transportation infrastructure is felt around the globe. With the current climate of shrinking economies and growing environmental concerns, the pursuit of cost-effective methods for building and improving roads is a high priority for private owners, contractors, municipalities, counties, states, and nations. **Terra Prime™ is the right product for the environment with unmatched performance.**



AEP Prime coat in Florence, Texas: Less than 1 inch penetration



Terra Prime™ in Florence, Texas – More than 4 inches penetration

ORDERING AND RECEIVING TERRA PRIME™. Terra Prime™ is manufactured in Central Texas, USA. For most applications, the product is calculated at a rate ranging from 0.04 to 0.1 gal/sq. yd. Terra Prime™ can be ordered in any quantity and can be shipped worldwide. Please contact Terra Pave International for more information.

For More Information on Products and Business Opportunities, Contact:

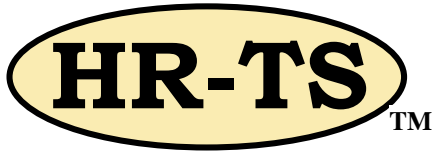
TERRA PAVE INTERNATIONAL Inc: PO Box 203904, Austin, Texas 78720 USA

TEL: 512-655-3550 ♦ **FAX:** 512-305-0009 ♦ **EMAIL:** info@terrapaveinternational.com

WEB: www.terrapaveinternational.com

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TERRA PRIME™ IS SAFE AND EASY TO USE. It is non-petroleum-based and requires no special equipment or handling procedures. Dilute one part product with five parts water in a holding tank, and then evenly distribute it over the asphalt in two passes. **The process is fast and simple compared to asphalt emulsions that require heating and adherence to strict, time-consuming application procedures.** To ensure that Terra Prime™ is distributed into the road base efficiently, using a distributor or pressurized spraying system for the application is highly recommended.



HAUL ROAD-TOP SEAL™

Liquid Soil Sealant and Stabilizer

HAUL ROAD TOP-SEAL

QUARRIES – MINES – LOGGING ROADS – MILITARY ROADS – PARKING LOTS

Haul Road Stabilization and Dust Control Program

HR-TS™ (Haul Road - Top Seal™) . . . is a program using a powerful, environmentally safe, liquid soil binder that permanently attaches itself to dust particles and tightly binds them together. Simply diluted with water in a water truck, HR-TS™ is applied directly to the soil and compacted. An irreversible curing process will then transform HR-TS™ into a permanently hardened soil base.

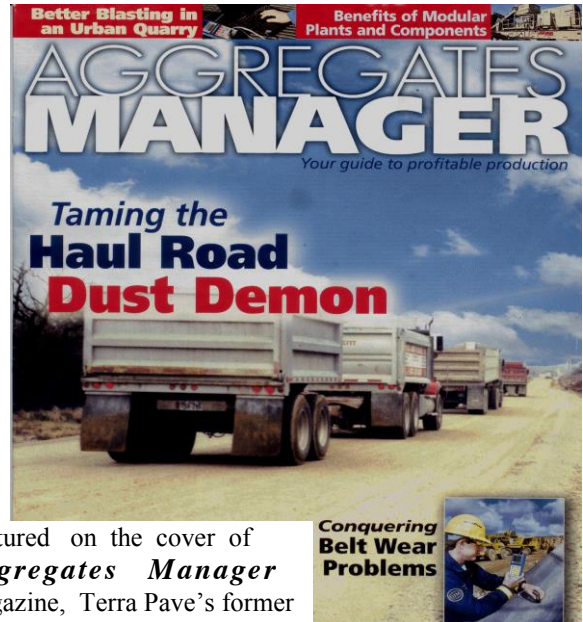
STOP WASTING WATER! Controlling dust pollution with daily water truck operations is a losing battle. As the water quickly evaporates from the soil, the dust pollution returns, and there is very little reward for the lost efforts and precious water resources.

LESS EXPENSIVE THAN WATER. With the HR-TS™ program, an initial application and occasional maintenance applications will provide a continuous and permanent accumulation of the product into the soil. Eventually, the dust particles will be overwhelmed by the presence of HR-TS™, and the frequency between maintenance applications and the cost of controlling dust pollution will be progressively reduced.

GUARANTEED RESULTS. With the HR-TS™ program, dust is significantly reduced or eliminated with an initial application, and it is permanently kept under control with occasional maintenance applications on an “as-needed” basis. Re-applications of HR-TS™ will bond with previous ones, thereby cumulatively reducing the need for future treatments.



INTERNATIONALLY RECOGNIZED



A
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Featured on the cover of *Aggregates Manager* magazine, Terra Pave’s former

version of **HR-TS™** was internationally recognized for its excellent performance in controlling dust pollution at a large quarry in North Texas. The **lower left photo** on this page shows the same quarry prior to entering into a program with **HR-TS™**.

EQUIPMENT and ON-SITE ASSISTANCE. HR-TS™ is available in 55 gallon drums (208 liters), or in 250 or 330 gallon totes (1,250 liters), and can be diluted up to 9 times during an initial application, depending on soil type and desired results.

The basic item of equipment that is needed for distribution of HR-TS into the soil is a water truck with a good spray bar. Transfer pumps and spray bars are available from Terra Pave International at a very modest price, or for free when ordering by truck loads or containers. These items will help facilitate a quick and smooth transfer of the product into a water truck and into the soil.

If general reconstruction and permanent re-shaping of a haul road is desired, then other types of equipment, such as a motor grader and a compactor are highly recommended. (See “Application Procedures” on back side of this sheet.)

Free on-site technical assistance is available for new customers with HR-TS™. Hot-line assistance from Terra Pave International’s main office is available at all times.

ADVANTAGES OF HR-T5™ OVER DAILY WATERING OPERATIONS:

- ◆ Permanently eliminate dust pollution.
- ◆ Reduce expenditures for dust control operations by as much as 50 percent.
- ◆ Reduce or eliminate continuous daily operations of a water truck.
- ◆ Eliminate frequent reconstruction of haul roads.

HR-T5™ PAYS FOR ITSELF. Although there are many variables to consider in a haul road program, the cost of the first year of a dust pollution control program with HR-T5™ will generally not exceed the actual or estimated cost of daily watering and reconstruction operations. After the first year, the cost of a continuing service program with HR-T5™ is GUARANTEED to be significantly lower than daily watering operations, and over a period of several years, the savings can accumulate to as much as 50 percent or more.

With an initial application of HR-T5™, dust pollution is immediately eliminated, and with occasional maintenance applications, it is permanently brought under control. Terra Pave International recommends that haul road managers undertake their dust control programs with HR-T5™ in segments of approximately one mile at a time. With availability of sufficient equipment and personnel, a mile of a typical county road of approximately 20 feet width can be treated and finished in a single day. The savings that are derived from using HR-T5™ in the early stages of a dust pollution control program can then be redirected into future segments, thereby assuring the advantage of programming the product to pay for itself.

THE HR-T5™ DUST POLLUTION CONTROL PROGRAM. There are two phases in the HR-T5™ dust pollution control program. The first is the **initial application**, and the second is the **maintenance program**. An initial application of HR-T5™ will produce immediate results and a continuing maintenance program on an “as-needed” basis will insure permanent success. A substantial amount of product is used during the first phase in order to cover and control the majority of the dust. In the second phase of the program, the product is considerably more diluted, and therefore, significantly less expensive per square yard. The higher dilutions during the maintenance phase allows the product to penetrate more effectively into the previously hardened road base as it tackles newly worn areas, or areas with new contamination blown in by the wind or carried in by heavy traffic.

First Year: The first year of a Dust Pollution Control Program with HR-T5™ will consist of a one-time initial application and a series of maintenance applications routinely occurring on an as-needed basis. In a typical haul road environment, the cost of controlling dust with HR-T5™ during the first year is expected to be less than the alternative cost of daily water truck operations.

Second And Subsequent Years: Maintenance applications will continue throughout the second and subsequent years on a progressively less frequent basis. There will be a continuing buildup of HR-T5™ in the soil as the dust becomes heavier and much less likely to become airborne. This trend will continue into the future years and will eventually reach a point in which the budget for controlling dust pollution will only be a fraction of what it was for reconstruction and daily water truck operations.

APPLICATION PROCEDURES FOR HR-T5™. No special equipment or handling procedures are required for using HR-T5™. The product is simply and easily applied with routine construction equipment. This would include a **motor grader, water truck**, and a **compactor**. There are two primary methods for installing HR-T5™ into a haul road base.

1. **Preferred Method:** Scarify the road base to a depth of approximately 6 inches. Scarification will provide a deeper and more thorough penetration into the road base. Apply HR-T5™ in several passes and allow it to saturate into the road base. Compact as thoroughly as possible.
2. **Alternative Method:** Make multiple applications of highly diluted concentrations of HR-T5™ directly into the surface of the road. This method is used when reconstruction of a county road is not preferred or equipment is not available. The more highly diluted form of the product will result in a deeper penetration; however, the penetration will not be as deep or as thorough as with scarification.
3. **Maintenance Applications:** The maintenance program with HR-T5™ will be the same regardless of which method is used during the initial installation of the product. Generally, there is no requirement for reconstruction of haul roads during maintenance applications.

SERVICES from TERRA PAVE INTERNATIONAL, Inc.

- ◆ Cost analysis of current water truck operations.
- ◆ Free on-site technical consultations.
- ◆ Detailed estimates for HR-T5™ Dust Control Program.
- ◆ On-site monitoring and progress reports.

For More Information on HR-T5™ and Terra Pave International business opportunities, contact:

Terra Pave International, Inc.

University of Texas Pickle Research Building, 3925 West Braker Lane, 3rd Floor, Austin, Texas 78759 USA
Phone 512-655-3550 ◆ Fax 512-305-0009 ◆ info@terrapaveinternational.com ◆ www.terrapaveinternational.com



CLIENT LIST (abbreviated)

Texas Department of Transportation (TxDOT) Austin District

TxDOT San Antonio District

TxDOT Lubbock District

TxDOT Pharr District

TxDOT Houston District

TxDOT Tyler District

TxDOT San Angelo District

Lower Colorado River Authority (LCRA)

Interflote, Inc., Houston, TX

Eagle Pride Supply, Austin, TX

OCP, Morocco

City of Austin, TX

City of Rosebud, TX

City of Taylor, TX

City of Hutto, TX

City of Cedar Park, TX

Travis County, TX

Williamson County, TX

Mada Oil, Cameroon

Petrobras, Brazil

U.S. Army Corps of Engineers*

Fort Hood Army Base*

City of Abidjan, Ivory Coast

Dyson, UK

Boral Bricks, TX

Alpha Paving, TX

Paloma Blanca Enterprises Inc., San Antonio, TX

Adil Property, LLC, College Station, TX

Lakeway Taekwondo, Austin, TX

City of Kountze EDC, TX

Ramming Paving, Austin, TX

Barrick Gold Cooperation, Canada

The University of Texas at Austin

* Military clients

www.terrapaveinternational.com

CUSTOMER SERVICES AGREEMENT

This Agreement is between Freeport Economic Development Corp. ("Customer") and Kelly Services, Inc. ("Kelly") regarding the provision of its assigned employees ("Assigned Employees") and related staffing services by Kelly to Customer.

1. **Kelly Guarantee.** Kelly guarantees that Assigned Employees it places with Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will, upon reasonable notice from Customer, cancel charges for unsatisfactory services and furnish a replacement as soon as possible.
2. **Placement of Assigned Employees.** Customer will place orders with Kelly describing type of work requested, specific duties to be performed, skills required, and any other requirements. Kelly will place Assigned Employees to perform services that Customer requests under Customer's operational supervision at the location(s) and at the rates in attached Exhibit A.
3. **Employment Relationship with Assigned Employees.** As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below. As the recipient of such staffing services, Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and their work product, and for the business-related responsibilities below. Customer acknowledges that it is the responsibility of Kelly to attend to any disciplinary or performance management concerns affecting its Assigned Employees and Customer shall assume all liability in the event Customer takes actions that are Kelly responsibilities as defined in this Section 3.

A. Kelly's Responsibilities. Kelly will:

1. Recruit, select, and hire Assigned Employees;
2. Place Assigned Employees according to Customer's requirements;
3. Pay Kelly Assigned Employees the wages and provide the benefits that Kelly offers to them as its employees;
4. Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
5. Provide workers' compensation benefits and coverage for Assigned Employees;
6. Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
7. Comply with laws, rules or regulations applicable to providers of staffing services;
8. Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures for reviewing and maintaining its compliance with the Affordable Care Act;
9. Require Assigned Employees to agree in writing to protect confidentiality of Customer's proprietary information;
10. Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;
11. Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
12. Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
13. Make legally required employment law disclosures to Assigned Employees; and
14. Provide Assigned Employees of diverse race, gender, ethnicity, and background.

B. Customer's Responsibilities. Customer will:

1. Provide Assigned Employees with a safe and suitable workplace that complies with all applicable safety and health standards, statutes, and ordinances (including all site-specific training related to the chemical, physical, and biological hazards in the workplace), and provide all required information and safety equipment applicable to Assigned Employee's placement and prompt notice of:
 - a) any injury suffered by an Assigned Employee (and adhere to OSHA recordkeeping requirements);
 - b) when an Assigned Employee's assignment requires termination; and,
 - c) if Customer wishes to hire an Assigned Employee.
2. Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them;
3. Provide adequate internal controls, supervision, and instructions for Assigned Employees, and be responsible for their conduct when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property;
4. Be responsible for use of any vehicle and their contents, powered mobile equipment or Customer issued property used by Assigned Employees in connection with an order, except for workers' compensation claims of Assigned Employees;
5. Provide a DD254 (Contract Security Classification Specification form) to Kelly for any orders in which a security clearance is required for Assigned Employees to perform job duties and a new DD254 in the event any job duties change or our Assigned Employee is required to work on a different project;

6. Upon request, provide Kelly with information in its possession relating to any Assigned Employee, including, but not limited to, Customer timekeeping systems or other records;
7. Be responsible for the conduct of its own officers, employees, and agents; and
8. Comply with duties imposed on the recipient of staffing services by law, rule, or regulation, including:
 - a) providing Assigned Employees with suitable seating where required by law;
 - b) providing Kelly with adequate information regarding work by any Assigned Employee that is subject to the Service Contract Act; and,
 - c) using a timekeeping system that (i) complies with applicable federal and state legal requirements and (ii) accurately records in and out times and unpaid breaks of the Assigned Employees.

4. Insurance Including Workers' Compensation Coverage. Kelly will maintain during the term of this Agreement at least the following types and limits of insurance or other coverage:

- A. Workers' compensation on the Assigned Employees, in amounts no less than required by law;
- B. Employer's liability insurance with a limit of \$1,000,000;
- C. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Kelly;
- D. Commercial General Liability insurance, including bodily injury, contractual liability, and property damage, with a \$1,000,000 combined single limit per occurrence; and
- E. Commercial blanket bond/ (Crime/Fidelity bond) with limits of \$3,000,000 per occurrence.

Kelly will provide Customer with certificates of this insurance coverage, upon request.

5. Billing.

- A. **Invoices.** Kelly will invoice Customer each week for all "Hours Worked" (as defined by the Fair Labor Standards Act of 1938 and applicable state law) by Assigned Employees at agreed-upon hourly bill rates. Exhibit A lists the rates Kelly will invoice Customer (and any reimbursable expenses). If the Customer's rates are not set out in Exhibit A, Kelly and Customer will agree on rates at the time of an order, which Kelly will record electronically in its systems. Kelly will add to Customer's invoices as a separate line item: i) any sales or use taxes that apply; and, ii) all costs and administrative fees associated with required background and drug screening or a flat rate as noted in Pricing Exhibit A. The services billed may be provided by Kelly Services Global, LLC or Kelly Services USA, LLC, affiliates of Kelly, or third-party staffing providers (collectively, "Staffing Providers"). Kelly is acting solely as a collection agent on behalf of the Staffing Providers in such cases and bears no liability, except as that of collection agent to the Staffing Providers or their customers. Under the reimbursement arrangement between Kelly and Customer, Customer will reimburse Kelly for expenses of Assigned Employees, including meals and entertainment subject to the fifty percent (50%) deduction limitation of Internal Revenue Code Section 274(n), and Customer is subject to the limitation of Code Section 274(n).
 - B. **Adjustments.** Upon thirty (30) days' prior written notice, Customer agrees that pricing will be adjusted by Kelly annually and, additionally, to reflect increases in wage and related tax, benefit and other costs as the result of any legislative change, agency guidance or determination, order or action, by or under any applicable governmental authority, insurance or benefit program (including but not limited to, increases in costs for Kelly to comply with the provisions of recent laws or related guidance). Adjustments will be applied as of the effective date of the increased tax, benefit, or cost. Kelly will also adjust pricing for changes in sales, use, or gross receipts taxes. Such increases will be applied retroactively, if necessary. In addition, Customer agrees to be responsible for any adjustments to wages or benefits required relating to work performed subject to the Service Contract Act. Pricing is based on the parties' understanding or Customer's representations with respect to (i) volume, (ii) business mix, (iii) lengths and types of assignments, and (iv) use of standard electronic reports, payment methods, and delivery systems. Customer acknowledges and agrees that to the extent these assumptions change, Kelly may modify pricing.
 - C. **Overtime.** Assigned Employees are presumed to be "nonexempt" employees – Kelly will pay overtime premiums (and bill Customer accordingly) in accordance with federal and state law and for additional overtime premiums requested by Customer. Kelly will charge Customer overtime rates for all overtime hours Customer requires or permits the Assigned Employees to work. Unless listed in Exhibit A, overtime rates will be calculated by applying to Kelly's bill rate the same overtime multiple as Kelly is required to apply to the Assigned Employee's pay rate. Kelly only will classify Assigned Employees as "exempt" from overtime pay under the Fair Labor Standards Act of 1938 if: (1) the Customer requests that Kelly do so; (2) the Customer signs Kelly's Customer Exempt Request and Agreement; and, (3) Kelly determines that the exemption is valid under applicable law and regulations, subject to the Customer providing Kelly with complete and accurate information concerning the position.
 - D. **Record Of Time Worked.** Customer agrees to review and approve (by signature or electronically) a record of time worked by Assigned Employees. If a Customer representative is unavailable, Kelly's representative responsible for the Customer placement (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf.
6. **Payment Terms.** Payment for services is due upon Customer's receipt of Kelly's invoice (Kelly acknowledges that Customer's processing of the invoice may take up to five (5) days).
 7. **Conversion and Transition of Assigned Employees.** Customer acknowledges that Kelly incurs substantial expenses for recruiting, testing, training and retaining its Assigned Employees and Customer agrees to obtain the services of each Assigned Employee only through an order with Kelly.

If Customer wishes to obtain the services of an Assigned Employee by hiring them (a "conversion"), or by placement, arrangement, or contract from another source (a "transition"), Customer will compensate Kelly at the conversion rates in Exhibit A.

- 8. Issue Resolution and Indemnification.** Kelly and Customer expect to resolve any other issues that arise with respect to performance of this Agreement through business discussion and conciliation. In the unlikely event that resolution efforts are unsuccessful, each party agrees to indemnify the other party (and its officers, directors, and employees) for claims, losses, penalties, and damages (and reasonable legal fees) to the extent they arise from the indemnifying party's violation of law, or material breach of this Agreement, including obligations listed in **Section 3**.
- 9. Indemnification Process.** To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. Neither party is obligated to provide or commit itself to indemnity while the underlying matter is still pending.
- 10. LIMITATION OF LIABILITY.**
 - A. No Consequential or Indirect Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. THIS INCLUDES ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
 - B. Maximum Liability.** KELLY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) SHALL BE LIMITED TO PROVEN DIRECT DAMAGES UP TO A MAXIMUM OF \$10,000 PER OCCURRENCE.
 - C. Third Party Claims.** IN ADDITION TO THE LIMITATION OF LIABILITY IN SECTION 10(A), KELLY'S AGGREGATE LIABILITY TO THE CUSTOMER FOR THIRD PARTY CLAIMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) SHALL BE LIMITED TO THE EXTENT OF KELLY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.
- 11. Term.** This Agreement will continue in force unless one party gives the other party at least thirty (30) days' written notice of termination. Kelly may terminate this Agreement immediately for non-payment. Termination of this Agreement will end the staffing relationship, but this Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination, including but not limited to conversion or transition of Assigned Employees.
- 12. Notices.** Notices or communications required by this Agreement must be in writing and mailed (including electronic transmission) or, faxed to the person indicated in the signature block below.
- 13. Independent Contractor.** Nothing in this Agreement makes Kelly an agent, partner or joint venturer of Customer.
- 14. Governing Law.** The laws of the State of Michigan will govern this Agreement, without regard to its conflicts of laws rules.
- 15. Force Majeure.** Neither party will be responsible for failure or delay under this Agreement because of force majeure events or other causes beyond its control.
- 16. Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- 17. Entire Agreement.** This Agreement (including any attachments) contains all of the terms between Customer and Kelly on the subject of staffing services for the jobs and locations specified; it replaces all agreements and representations on the subject. Modifications to this Agreement must be in writing signed and dated by both parties. Forms that may be used by the parties in their staffing relationship such as purchase orders, time cards, and invoice recitals will not supersede, supplement, modify, or control this Agreement.

CUSTOMER
Address for Notices (including e-mail):
Freeport Economic Development Corp.
200 W 2nd St, Freeport, TX 77541
Shondra Marshall, smmarshall1106@gmail.com

KELLY SERVICES, INC.
Address for Notices:
999 W. Big Beaver Road
Troy, MI 48084
Attn: General Counsel

Signature

Printed Name

Title

Date Signed

Signature

Printed Name

Title

Date Signed



EXHIBIT A PRICING AND SCREENING

Note: This Exhibit A is being used only to address pricing and screening requirements. It is not to be used as a standalone contract and does not modify any contractual terms agreed to in the Customer Services Agreement. Customer and Kelly representative **must** initial the bottom of all pages of this Exhibit.

This Exhibit A is incorporated and made part of the Customer Services Agreement between Kelly Services, Inc. and LiaNova. The pricing in Exhibit A is confidential and proprietary to Kelly. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to the Agreement without Kelly’s written permission.

1. TERM. The pricing in this Exhibit A shall be effective for work performed from the 23rd day of August 2021 until December 31, 2022.

2. LOCATION(S). The Customer locations to be served are as follows:

LivaNova Texas and its subsidiaries

3. PRICING, COSTS FOR ASSIGNED EMPLOYEES

Job Classi	Mark-Up
Office Clerical	50%
Example: \$16.00 pay rate X 1.53= \$24.48 bill rate	

4. PRICING FOR CONVERSION OF ASSIGNED EMPLOYEES.

Customer agrees to pay the conversion fees below upon the conversion of an Assigned Employee from Kelly’s employment to Customer’s employment. The conversion fee is based on the annualized salary (2,080 hours) of the converted employee. Multiply the assigned employee’s hourly pay rate by 2,080 to determine the annualized salary.

Hours Worked on Assignment	% of Annualized Salary / Conversion Fee
0-200 hours	20%
201-350	16%
351-500	13%
501-600	10%
601-720	5%, after 721+ hours met - \$500 conversion fee

5. TRANSITION OF ASSIGNED EMPLOYEES

Kelly’s services are provided at great expense and with tremendous investment of time and training by Kelly. In consideration thereof, during the term of this Agreement and for the twelve (12) month period

Kelly Services, Inc. _____ e1573 Revised April 2021

Freeport Economic Development Corp: _____ Date: _____

immediately following the period for which an Assigned Employee last performed services for Customer under this Agreement, Customer shall not directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of such Assigned Employee to leave the employ of Kelly, or hire or engage such Assigned Employee. If any Assigned Employee provided by Kelly to Customer is engaged by Customer to perform services, either directly or indirectly, within twelve (12) months of that Assigned Employee's last day of work at Customer through Kelly, Customer will pay Kelly, as liquidated damages, an amount equal to twenty percent (20%) of the Assigned Employee's first year of compensation with Customer, unless Assigned Employee is a Customer recruited Assigned Employee and was placed on Kelly's payroll through Customer. This does not preclude Customer from (i) engaging in general recruitment through public advertisements or job postings, so long as an employee of Kelly is not specifically targeted in such recruitment effort, or (ii) hiring persons who directly approach them for employment as a result of generalized recruiting activities.

Notwithstanding the above, if Assigned Employee has completed the minimum assignment duration at Customer for Kelly pursuant to this Exhibit A, and at Kelly's sole discretion, there will be no fee for directly hiring an Assigned Employee.

6. PRICING FOR DIRECT HIRE POSITIONS FOR CANDIDATES

- a. Customer will pay the following fee for each candidate that Customer (or any affiliate) employs in any capacity within 360 days after Kelly refers the candidate to Customer.
- b. Fee: 20% of the candidate's annualized salary, unless it is negotiated that the fee will be higher for special or hard-to-fill positions.

7. SCREENING REQUIREMENTS

The following background/drug screens shall be performed on Assigned Employees prior to being placed.

All costs related to background/drug screens will be passed through to Customer at no additional mark-up, along with a \$12.00 administrative fee, per screening.

Type	Sub-Type
Background check	<p>National Criminal Record Locator – 7 Yr A search of a database of criminal records obtained from county, state, and other proprietary sources.</p> <p>Includes the Sex Offender Registry National which covers 48 states + Washington DC Sex Offender Registries, incarceration and law enforcement records.</p>
Drug Screen	5 panel urinalysis rapid results

8. MISCELLANEOUS.

- a. As it relates to the Kelly Guarantee, "reasonable notice" is defined as 8 hours.
- b. Kelly reserves the right to adjust pricing as specified in the terms of the Agreement.

Kelly Services, Inc. _____

e1573 Revised April 2021

Freeport Economic Development Corp: _____ Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kelly Services, Inc.

2 Business name/disregarded entity name, if different from above
See Attached

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
999 West Big Beaver Road

6 City, state, and ZIP code
Troy, MI 48084

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	8	-	1	5	1	0	7	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	VP, Tax & Treasurer	Date ▶ <u>2/10/2020</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Kelly Services, Inc.

EIN: 38-1510762

Form W-9 Attachment

Line 2, Business Name/disregarded entity

The following business names are used by Kelly Services, Inc.:

The Ayers Group

CGR/seven

CGR/7

FedSecure

HR First

Kelly

Kelly Educational Staffing

KES

Kelly Engineering Resources

Kelly Financial Resources

Kelly Healthcare Resources

Kelly HR Consulting

Kelly IT Resources

Kelly Law Registry

Kelly Management Services

KMS

Kelly Scientific Resources

KSR

Kelly Temporary Services

KellyConnect

KellyDirect

KellyOCG

The following disregarded entities are owned by Kelly Services, Inc.:

Global Technology Associates (EIN: 76-0838187)

Kelly Receivables Funding (EIN: 27-1329958)

NextGen Global Resources (EIN: 27-0610241)

Insight Workforce Solutions, LLC. (EIN: 46-4276154)

VI. B

Economic Development Director

Job Posting

Freeport, Texas is a Coastal Community located approximately 60 miles south of Houston and 45 miles southwest of Galveston in Brazoria County Texas. Freeport offers enjoyable beautiful beaches, outstanding offshore fishing, as well as a small-town atmosphere. Freeport is home to Port Freeport, one of the most accessible deep water ports on the Gulf Coast. Port Freeport has become one of the fastest growing ports and is a leading economic catalyst for the Texas Gulf Coast. Port Freeport is achieving remarkable profits, enjoying growth at a phenomenal rate, and creating thousands of jobs in Brazoria County. Freeport is also home to industry leaders such as BASF, Dow Chemical-Olin Corp and Freeport LNG.

The Freeport Economic Development Director is the only full-time, paid representative of the Freeport Economic Development Corporation (FEDC), and, as such must represent both the City and the FEDC in an energetic and professional manner to promote the City in its efforts to attract new business and residential development.

The Freeport Economic Development Director reports directly to the City Manager as authorized by the Freeport Economic Development Corporation 4B Board. The Director plans, organizes and implements economic development functions from conception to completion, including business retention, business attraction and incentive programs. He/she implements economic development goals and objectives set forth by the FEDC Board, interfaces with the development community, local businesses and various departments and staff.

Freeport EDC Mission:

The Freeport EDC is funded through 4-B sales tax revenue to establish and maintain a comprehensive economic development program for Freeport through proactive recruiting of new economic development investment and supporting the success and retention of existing jobs and businesses. The Freeport EDC residential, retail, office/commercial and industrial development.

Additional details of the organization include:

Board of Directors: 7
Total Sales Tax Revenue (2018): \$1 million
Total Operating Budget (2019): \$850,000

City Population: 12,169

Salary/ Compensation/Benefits:

Up to \$90,000 per year depending upon experience/qualification

Texas Municipal Retirement System, automobile allowance, insurance, professional organizational membership, and relocation assistance negotiable if relocating to City.

For HR purposes, the Director will be employed and paid by the City of Freeport, as an exempt employee, and will receive the standard City of Freeport benefit package (insurance, vacation, etc.) in addition to an agreed-upon yearly salary approved by the FEDC Board. An office will be provided at City Hall of Freeport, and regular working hours will be 8:00 AM to 5:00 PM, Monday through Friday, with 1 hour off for lunch. Hours may be changed at the discretion of the FEDC Board and/or City Manager.

Job Qualifications:

The successful candidate must:

- Hold a bachelor's degree in Economic Development, Public Administration, Economics, Marketing or related field; Master's degree preferred.
- Be certified by the National Economic Development Institute or International Economic Development Council's program for Economic Development Professionals.
- Have a minimum of 3-5 years' experience directing economic development efforts as Executive Director, Marketing Director, Business Development Director; or any combination of education, training, and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.
- Hold a valid Texas Driver's License.
- Pass a standard City of Freeport background check and physical/drug screen.
- Possess a successful and measurable record of concrete results in Economic Development.
- Have excellent communication skills: Experienced public speaker, an excellent listener, outstanding writer, and strong interpersonal communicator to small and large group settings. Must be comfortable interacting with the news media and proactive in seeking good publicity for the organization and the city.
- Be a strategic visionary thinker who is able to set sights on a new future, constantly identifying the challenges, and opportunities that exist in the environment, able to think differently about how the environment and businesses operate, and look for new ways to solve these challenges;

Duties, Responsibilities:

- Preparation and maintenance of promotional materials for presentation to prospective applicants or clients.
- Makes recommendations to the FEDC board in regard to economic development related opportunities.
- Maintains FEDC Web presence.

- Preparation and maintenance of information on utilities, taxes, zoning, transportation, services, financing tools, and incentives.
- Preparation and maintenance of area projects, related resources, and needs.
- Maintaining a current database of available real estate, property contacts and prices when available.
- Working closely with the Brazoria County Economic Development Alliance, Brazosport and Brazoria County Hispanic Chambers of Commerce.
- Consulting with and referring all client legal questions to the FEDC Attorney.
- Acts as a liaison with various Local, State and Federal agencies, coordinating projects with such agencies as deemed beneficial, necessary and appropriate.
- Provides information and/or makes presentations to supervisors, boards, commissions, civic groups, businesses, individuals and general public on economic development issues, programs, services and plans.
- Assists with negotiation and the management of professional service contracts, property sales or acquisition, and economic development oriented negotiations.
- Works with Economic Development Board to formulate and implement marketing and business attraction strategies.
- Monitors legislation and regulations relating to economic development and report findings to the appropriate impacted parties i.e. the FEDC Board, the City Manager, The City Council, etc.
- Keeps all FEDC board members apprised of ongoing projects and negotiations.
- Maintains strong working relationships with the general public, area businesses, clients, the media and others.
- Attends professional development workshops and conferences and subscribes to publications to keep abreast of trends and developments in the field of economic development, and to represent the interest of the City of Freeport on matters related to economic development.
- Ability to be a team player with other City staff.
- Preparing and submitting project development information (maps, drawings, draft agreements, etc.), to the FEDC for approval at regular FEDC meetings.
- Represent FEDC at meetings, presentations, trade shows, etc.
- Promote local resources to potential clients such as Brazosport College, Associated Builders and Contractors, industry support services, etc.
- Maintain a statistical database detailing direct impact of FEDC projects (financial, etc.),
- Skilled in idea generation and is committed to achieving outcomes, and consistently produces results based on those ideas;
- Ensure compliance with Open Meetings Act and Public Information requirements.
- Additional Duties as may be Assigned.

Application Process

Interested candidates should submit cover letter, current resume, completed City of Freeport application and at least five work-related references with contact numbers and emails. First review of applications shall begin on **Monday morning, March 25th, 2019**. Finalists will complete a thorough interview and background investigation process to include verification of all

credentials and experience. References will not be contacted until mutual interest has been established.

All submittal must be emailed, mailed or delivered in person to:

City of Freeport
Human Resource Dept.
200 West 2nd St
Freeport Texas 77541

Or email

lkershaw@freeport.tx.us

Questions about the position may be directed to the City Manager tkelty@freeport.tx.us

City of Freeport and Freeport EDC are Equal Opportunity Employers Freeport, TX 77541

Freeport Texas Economic Development Corporation
Job Description & Duties
Economic Development Director

Qualifications

1. The Freeport Texas Economic Development Director is the lone full-time, paid representative of the Freeport Texas Economic Development Corporation (FEDC), and, as such must represent both the City and the FEDC in an energetic and professional manner to promote the City in its efforts to attract new business and residential development.
2. The Director must also:
 - a) Possess a working knowledge of the City of Freeport, local industry, and local business.
 - b) Hold a valid Texas Driver’s License.
 - c) Pass a standard City of Freeport background check and drug screen.
 - d) Hold a valid EDC Training Certificate from an accredited state agency (ie. CEcD) within time frame decided by board of directors. The board has agreed a 5 year time period is acceptable and all training expenses (class, travel, overnight accommodations when necessary) will be paid for by EDC.
 - e) Skilled in public relations, public speaking and marketing.
 - f) Have a positive attitude.

Duties, Responsibilities, and Compensation

1. The Director will answer directly to the city manager, in line with the goals established by the Freeport Economic Development Board.
2. For HR purposes, the Director will be employed and paid by the City of Freeport, as an exempt employee, and will receive the standard City of Freeport benefit package (insurance, vacation, etc.) in addition to an agreed-upon yearly salary. An office will be provided at City Hall, and regular working hours will be 8:00 AM to 5:00 PM, Monday through Friday, with 1 hour off for lunch.
3. In addition, the Director will be reimbursed for personal expenses incurred relative to the exercise of his or her duties. All such expenses must be filed on a standard FEDC expense report and must be approved by the EDC Board.
4. Responsibilities of the person or persons holding this position will include, but may not necessarily be limited to, the following:
 - a) Preparation and maintenance of promotional materials for presentation to prospective applicants or clients.

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- b) Preparation and maintenance of information on utilities, taxes, zoning, transportation, services financing tools, and incentives.
- c) Preparation and maintenance of area projects, related resources, and needs.
- d) Maintaining a current database of available real estate, property contacts and prices when available.
- e) Working closely with the Brazoria County Economic Development Alliance.
- f) Consulting with and referring all client legal questions to the FEDC Attorney.
- g) Acts as a liaison to various local, State and Federal agencies, coordinating projects with agencies as deemed necessary and appropriate.
- h) Provide information and/or make presentations to supervisors, boards, commissions, civic groups, businesses, individuals and general public on economic development issues, programs, services and plans.
- i) Assists with negotiation and the management of professional service contracts, property sales or acquisition, and economic development oriented negotiations.
- j) Works with Economic Development Board to formulate and implement marketing and business attraction strategies.
- k) Monitors legislation and regulations relating to economic development and report findings to the appropriate impacted parties i.e. the Economic Development Board, the City Manager, The City Council, etc.
- l) Keeping all FEDC board members apprised of ongoing projects and negotiations.
- m) Maintains strong working relationships with the general public, area businesses, clients, the media and others.
- n) Attends professional development workshops and conferences and subscribes to publications to keep abreast of trends and developments in the field of economic development, and to represent the interest of the City of Freeport on matters related to economic development.
- o) Ability to be a team player with other staff. Conduct other related work as assigned.
- p) Preparing and submitting project development information (maps, drawings, draft agreements, etc.), to the FEDC for approval at regular FEDC meetings.
- q) Represent FEDC at meetings, presentations, trade shows, etc.
- r) Promote local resources to potential clients such as Brazosport College, ABC, ACIT, industry support services, etc.
- s) Maintain a statistical database detailing direct impact of FEDC projects (financial, etc.),

C	Rev 0	Last Review: 08/08/2014	Next Review: 08/08/2017	Signed/Approved by:	
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- t) Maintain Marketing material available for distribution to potential investors.

Additional Duties may be Assigned as Necessary and may Include (but are not Limited to the Following):

Creating, maintaining recording and (posting for public view when necessary) all:

- Agendas
- Minutes
- Budget Reports
- Checks and Deposits (all checks are signed by two entities: City finance direrctor and president of FEDC)
- Purchase Orders
- Invoices

Maintaining all records of FEDC dealings including but not limited to:

- Contracts
- Deeds
- Communications with clients and public

All tasks and duties required for promotional events, including but not limited to:

- Obtaining entertainment
- Secure a venue
- Secure vendors
- Knowledge of food safety requirements
- Staging (if necessary)
- Sound equipment (if necessary)
- Vendor assignments (load in and load out)
- Marketing
- Clean up
- Security and all other necessary and approved event needs.

C	Rev 0	Last Review: 08/08/2014	Next Review: 08/08/2017	Signed/Approved by:	
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VI. D

AGREEMENT TO PROVIDE MOWING AND LANDSCAPING SERVICES

This Agreement to Provide Mowing and Landscaping Services (“Agreement”) is made between the Freeport Economic Development Corporation (FEDC) and Van Tomlinson d/b/a VT ENTERPRISE (“VT”) on this the _____ day of 2021, for the provision of services specifically set forth below.

RECITALS:

WHEREAS, VT provides professional mowing and landscaping services, is fully insured with worker’s compensation insurance, and possesses the necessary equipment, manpower, and skill to provide the services set forth herein;

WHEREAS, EDC is non-profit corporation duly organized as an Economic Development Corporation under the Texas Development Corporation Act, and with governmental immunity as set forth by state law.

WHEREAS, EDC owns several parcels of land within the City of Freeport, Texas and seeks mowing and landscaping services to properly maintain those parcels of property in compliance with local ordinance, and in neat clean condition.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and agreements set forth herein, VT and the EDC do hereby agree as follows:

ARTICLE I RECITALS

1.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

ARTICLE II SERVICES PROVIDED

2.01 VT agrees to provide the following services to EDC (“Services”):

Growing Season (March 1 to November 30) all items listed below are to be completed on Saturdays.

- a. The grounds in its entirety will be mowed and maintained with trash debris removal.
- b. Plant beds, natural areas, sidewalks, parking areas, and vehicle pathways will be maintained free of grass, weeds either by hand or with chemical spray as needed.
- c. Each time the lawn is mowed, all grass around immovable objects will be either trimmed or sprayed.

- d. Grass clippings, leaves, limbs and trash debris will either be blown, picked up, vacuumed and or swept from walkways, sidewalks, door entries, patios, HVAC pads, dumpster pads, gravel covered areas, decks, parking areas and vehicle pathways.
- e. Sidewalks, curbs, beds, buildings & ground coverings will be edged every mowing cycle.
- f. The grounds will be checked during mowing for trash debris. All will be picked up during the mowing process.
- g. All debris found and collected from the site including household debris found near or on-site will be removed.

Dormant Season (December 1 to February 28)

During the dormant all items addressed during the growing season are to be completed on a Monthly or as needed basis.

- a. The grounds in its entirety will be mowed and maintained with trash debris removal.
- b. Plant beds, natural areas, sidewalks, parking areas, and vehicle pathways will be maintained free of grass, weeds either by hand or with chemical spray as needed.
- c. Each time the lawn is mowed, all grass around immovable objects will be either trimmed or sprayed.
- d. Grass clippings, leaves, limbs and trash debris will either be blown, picked up, vacuumed and or swept from walkways, sidewalks, door entries, patios, HVAC pads, dumpster pads, gravel covered areas, decks, parking areas and vehicle pathways.
- e. Sidewalks, curbs, beds, buildings & ground coverings will be edged every mowing cycle.
- f. The grounds will be checked during mowing for trash debris. All will be picked up during the mowing process.
- g. All debris found and collected from the site including household debris found near or on-site will be removed.

2.02 SUBJECT PROPERTIES AND PRICES

VT shall provide services at the locations and for the fees set forth in the attached Exhibits 1 through 8.

The EDC representative shall meet with VT to set forth the boundaries of each service location upon the initial service.

2.03 FREQUENCY AND SCHEDULE OF SERVICES

- a. First visit mowing services – Mowing, Edging, Weed Eating, Spraying of Fence lines/structures/obstacles, Trash/Debris pick up/removal and blowing of grounds in its entirety.
- b. Every Two Weeks (Bi-weekly) - Mowing, Edging, Weed Eating, Spraying of Fence lines/structures/obstacles, Trash/Debris pick up/removal and blowing of grounds in its entirety.
- c. Monthly (Dormant Season: Typically, January & February) - Mowing, Edging, Weed Eating, Spraying of Fence lines/structures, obstacles, Trash/Debris pick up/removal and blowing of grounds in its entirety.

2.04 NOTIFICATIONS

VT shall notify the EDC by email at least 24 hours before they arrive on EDC property to provide services under this Agreement.

VT shall notify the EDC by email within 24 hours after they leave EDC property after completing services under this Agreement.

2.05 INSPECTION

EDC may inspect the work site during and after the work performed by VT to ensure satisfactory performance and completion of the service, within the discretion of the EDC.

Should the EDC be dissatisfied with the quality or timeliness of the performance of the services of VT, the EDC shall notify VT by email within 24 hours of the EDC observation, and management of VT shall meet in person with the EDC at the worksite to review the items of complaint by the EDC.

ARTICLE III INDEMINIFICATION AND INSURANCE

3.01 INDEMNIFICATION. VT shall indemnify, defend and hold the EDC (including the EDC's agents, servants, employees, officers and directors and the City of Freeport) harmless from any and all claims, causes of action, losses, damages, liabilities, fines, costs and expenses, including but not limited to actual and reasonable attorney's fees, reasonable investigative costs, court costs all other defense costs and interest, and all other sums which the EDC may pay and become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of the VT (including VT's agents, employees, officers, directors, contractors, and subcontractors) in connection with the performance of the Agreement, unless such claim or liability arises out of any intentional or negligent act or omission of the EDC or its agents, servants, employees, invites, or contractors. VT shall require all of its contractors and subcontractors, and their subcontractors, to release and indemnify the EDC and the City of

Freeport to the same extent and in substantially the same form as its release and indemnity of the EDC and the City of Freeport as described above.

3.02 INSURANCE. VT and each contractor and subcontractor which performs any portion of the Agreement to be conveyed to the City shall at its own expense, maintain or cause to be maintained a comprehensive public liability policy or policies or cause to be maintained in force a general comprehensive public liability policy or policies of insurance written or more responsible insurance carriers licensed to do business in the State of Texas. Such policy shall insure against liability for injury to and/or death of any person and/or damage to property of any person or entity in connection with the performance of the Agreement, with single limit liability coverage of not less than one million dollars (\$1,000,000) for each occurrence (plus an aggregate of two million dollars (\$2,000,000)). Such policy or policies shall provide, among other things, that the insurer specifically recognize and insure the obligation undertaken by the VT or such contractor or subcontractor pursuant to this Agreement, or the applicable construction contract and shall name the EDC as additional insureds. Each policy must contain an endorsement to the effect that the insured waives any claim or right of subrogation to recover against the EDC, its officers, agents, or employees or the City of Freeport. VT and each contractor and subcontractor shall deliver to the EDC a certificate of insurance evidencing the existence in force and effect of such policy or policies of insurance. Such certificate and each policy or policies will provide that such insurance will not be cancelled or materially amended unless thirty (30) days prior written notice of such cancellation or amendment is given to the EDC.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.01 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise, with the exception that the EDC and the City of Freeport have common interests in this Agreement. The parties acknowledge that VT has duties to the City of Freeport, as set forth in this agreement, whether the agreement is executed by the City of Freeport or not. VT agrees that such duties to the City of Freeport are supported by consideration under the terms of this Agreement.

4.02 Assignability. VT may not assign or transfer its rights (including the rights to receive interest payment reimbursements as described in this agreement), duties and obligations under this Agreement to any person or entity. Further, VT may not sell, transfer, alienate or encumber any of the property transferred to VT in this agreement, without prior approval of the EDC, such approval not unreasonably withheld.

4.03 Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4.04 Complete Agreement. This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related

to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees. This Agreement may be executed in multiple counterparts.

4.05 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.

4.06 Notice. Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by facsimile, (iii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

If to the EDC:

Freeport Economic Development Corporation
dtmcginty11@gmail.com

With Copy to:

Attorney for Freeport EDC
chrisdunc@gmail.com

If to VT:

or such other address or addresses which any party may be notified in writing by any other party to this Agreement.

4.07 Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall exclusively be the appropriate court in Brazoria County, Texas. VT specifically consents to and waives any objections to, personal jurisdiction in Brazoria County, Texas.

4.08 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the Parties. The initial representative for the EDC shall be the Freeport EDC President or his designee (the “EDC Representative”), and the initial representative for VT shall be Van Tomlinson (the “VT Representative”). The representatives shall be available at all reasonable times and places to discuss and review the performance of the Parties to this Agreement and the development of the Property pursuant to the Conceptual Site Plan. Provided, however, any agreement made by the representatives of the parties must be approved by the parties.

4.09 Effective Date. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

4.10 Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.

4.11 Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Parties, respectively.

4.12 Term. This Agreement will begin upon execution by both parties and continue as set forth herein and expire on the one year anniversary date of its execution.

4.13 Termination This agreement may be terminated at will by the EDC at any time within its sole discretion.

FREEPORT ECONOMIC DEVELOPMENT CORPORATION:

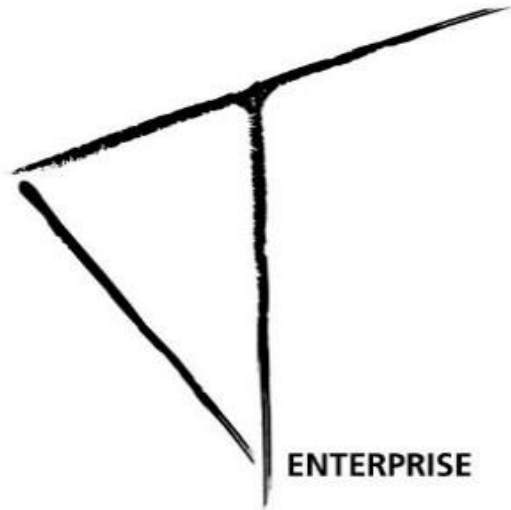
By: _____
President – Ed Garcia

VAN TOMLINSON d/b/a VT ENTERPRISE:

By: _____
Van Tomlinson

PROPOSAL # 001

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



LOCATION: NEXT TO SUB STATION

Location Description:

Property ID: 537416
Geographic ID: 4495-1001-001
Legal Description: GULF BREEZE
ESTATES SEC 1 (FREEPORT), BLOCK
1, LOT 1
Mapsc0: SBR114

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$150.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$75.00
MONTHLY (DORMANT SEASON)	\$100.00

Thank you for your consideration!

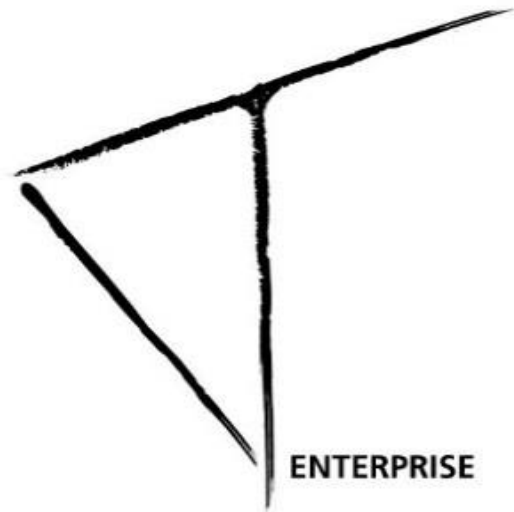
Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)
FREEPORT, TEXAS; 77541
979-285-7412
VTEnterprise979@gmail.com

PROPOSAL # 002

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



LOCATION: 1124 N. AVE. M (HOUSING COMPLEX)

Location Description:

Property ID's: 261245 THRU 261251
BLK's. 694 LOT #1 THRU 694 LOT #12

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$1,200.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$600.00
MONTHLY (DORMANT SEASON)	\$700.00

Thank you for your consideration!

Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)
FREEPORT, TEXAS; 77541
979-285-7412
VTEnterprise979@gmail.com

PROPOSAL # 003

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



LOCATION: 318 W. 2nd Street

Property ID: 209434

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$100.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$50.00
MONTHLY (DORMANT SEASON)	\$75.00

Thank you for your consideration!

Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)

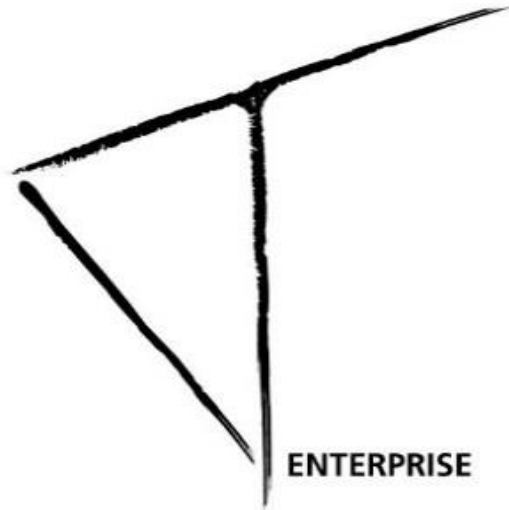
FREEPORT, TEXAS; 77541

979-285-7412

VTEnterprise979@gmail.com

PROPOSAL # 004

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



LOCATION: 80 OAK ST.

Location Description:

Property ID: 209443

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$250.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$175.00
MONTHLY (DORMANT SEASON)	\$200.00

Thank you for your consideration!

Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)
FREEPORT, TEXAS; 77541
979-285-7412
VTEnterprise979@gmail.com

PROPOSAL # 005

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



LOCATION: 301 WEST BRAZOS

Location Description:

Property ID: 209442

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$200.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$150.00
MONTHLY (DORMANT SEASON)	\$150.00

Thank you for your consideration!

Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)
FREEPORT, TEXAS; 77541
979-285-7412
VTEnterprise979@gmail.com

PROPOSAL # 006

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



**LOCATION: 323 WEST BRAZOS
(WESTERN SEAFOOD)**

Location Description:

Property ID's: 209438 THRU 209441

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$2,400.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$1,200.00
MONTHLY (DORMANT SEASON)	\$900.00

Thank you for your consideration!

Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)
FREEPORT, TEXAS; 77541
979-285-7412
VTEnterprise979@gmail.com

PROPOSAL # 007

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



**LOCATION: WEST BRAZOS STREET
RIVER FRONTAGE**

Location Description:

Property ID: 151728

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$1,600.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$800.00
MONTHLY (DORMANT SEASON)	\$800.00

Thank you for your consideration!

Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)
FREEPORT, TEXAS; 77541
979-285-7412
VTEnterprise979@gmail.com

PROPOSAL # 008

FREEPORT ECONOMIC DEVELOPMENT CORP
CITY OF FREEPORT
200 W 2ND ST
FREEPORT, TX 77541-5773



**LOCATION: 531 WEST BRAZOS
BLVD. (FIVE LOTS)**

Location Description:

Property ID: 209627 THRU 209629

FREQUENCY OF SERVICES	AMOUNT
FIRST SERVICE	\$800.00
EVERY TWO (2) WEEKS (BI-WEEKLY)	\$400.00
MONTHLY (DORMANT SEASON)	\$400.00

Thank you for your consideration!

Van Tomlinson

VT ENTERPRISE

426 Gulf Park Road (CR. 329)
FREEPORT, TEXAS; 77541
979-285-7412
VTEnterprise979@gmail.com

VI. H



Business Improvement Grant Program Guidelines and Criteria

Section 1. Purpose

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City limits of Freeport, Texas and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

Section 2. Type and amount of grants

A. Façade Improvement:

Exterior front façade enhancements. Improvements may be considered if located on a corner or paralleling an internal public space such as a park, parking lot, pedestrian way, or visible from a public right-of-way.

Improvements to store facade including, but not limited to:

Exterior painting that incorporates a major visual change (Maintenance painting does not apply.);

Significant masonry cleaning and/or restoration;

Addition of awnings (business logo & letters on awnings are acceptable);

Enhanced exterior building lighting that creates a noticeably enhanced appearance (Replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not included.);

Store front entry systems and individual windows and door replacement or modification (if part of an overall design restoration; general building maintenance repairs are not included);

New or restored façade elements, such as cornices, soffits, canopies, and other detail elements.

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000

B. SignImprovement:

New signs and/or major renovations or removal of existing signs. Typically LED Signs are not approved but may be reviewed on a case-by-case basis if integrated into an overall sign.

The grant amount may be up to \$3,500 for an existing business and \$1,000 for a new business.

C. PropertyImprovement:

Items such as, but not limited to, parking lot resurfacing, striping, driveway improvement, lighting, decorative fencing, pedestrian oriented/streetscape amenities, including street furniture, new curb and sidewalk, and related amenities, demolition and/or removal of a dilapidated structure

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

D. LandscapingImprovement:

Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees or palms, landscape lighting and non-living durable materials that are commonly used in landscaping such as, but not limited to, rocks, pebbles, sand, but excluding paving. (All living materials will be reviewed at 25% of the cost if irrigation is not present or will be applied)

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

E. MEGAGrant:

Can be a combination of Grant Type A, C, or D or can stand alone as either. This grant will be reserved for those business that are within the defined Downtown boundaries as laid out by our Strategic Community Plan January 2019 on page 67 or at the discretion of the FEDC Board of Directors. Must provide 1 additional Job with this grant. This grant will be awarded to one (1) applicant per a fiscal year (October 1st - September 30th). Grant applications will be accepted starting October 1st and will close February 28th. Review will be held in March and notification of grant recipient will be announced by May 15th.



Application for Business Improvement Grant

DOCUMENTATION CHECKLIST Business Improvement Grant Program

As a part of this application, the following documentation is being provided by the applicant:

- Yes 1. Request Letter describing proposed project and the need for grant funds
- Yes 2. Establishment of business entity name
(Copy of Articles of Incorporation, dba, etc.)
- Yes 3. Copy of lease agreement (if facility is leased)
- Yes 4. Legal description of subject property (Exhibit A)
- Yes 5. Vicinity map of subject property (Exhibit B)
- Yes 6. Estimates of proposed improvements (Exhibit C)
Itemized work estimates which include details and information such as color samples of paint, fabric, and sign material
- yes 7. Digital Pictures of Property and area to be improved (Exhibit D)
- yes 8. Acknowledge that a sign will be placed at your property stating
FEDC-Business Improvement Grant Recipient

I (We), referred to as "APPLICANT", on behalf of the identified entity, submit to the Freeport Economic Development Corporation, referred to as "FEDC", this application for consideration of a Business Improvement Grant under the provisions of the FEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to FEDC the following:

1. APPLICANT has received a copy of the FEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to FEDC that in making this application, APPLICANT understands the terms and provisions, and all questions relating to any needed interpretation have been answered by authorized representatives of FEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon, the advice and counsel of FEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as set out are true, correct and accurate, and that FEDC may rely on as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT 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 under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the FEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the FEDC. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation. The FEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Property

Account

Property ID: 107201
 Geographic ID: 9360-0003-000
 Type: Personal
 Property Use Code:
 Property Use Description:

Legal Description: FURN FIXT EQUIP INV OTHER PERSONAL PROPERTY,
 FREEPORT
 Zoning: V
 Agent Code:

Location

Address: 202 N GULF BLVD
 FREEPORT, TX
 Neighborhood:
 Neighborhood CD:

Mapscor: NotAssigned_58R
 Map ID:

Owner

Name: ANN'S CUSTOM MONOGRAMING
 Mailing Address: % ANNE JOHNSTON
 202 N GULF BLVD
 FREEPORT, TX 77541-4306

Owner ID: 14545
 % Ownership: 100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$52,520	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$52,520	
(-) HS Cap:	=	\$0	
<hr/>			
(=) Assessed Value:	=	\$52,520	

Taxing Jurisdiction

Owner: ANN'S CUSTOM MONOGRAMING
 % Ownership: 100.0000000000%
 Total Value: \$52,520

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$52,520	\$52,520	\$0.00
CFP	CITY OF FREEPORT	0.615859	\$52,520	\$52,520	\$323.45
DR2	VELASCO DRAINAGE DISTRICT	0.078150	\$52,520	\$52,520	\$41.05
GBC	BRAZORIA COUNTY	0.342017	\$52,520	\$52,520	\$178.62

JBR	BRAZOSPORT COLLEGE	0.297866	\$52,520	\$52,520	\$156.43
NAV	PORT FREEPORT	0.040100	\$52,520	\$52,520	\$21.06
RDB	ROAD & BRIDGE FUND	0.050000	\$52,520	\$52,520	\$26.26
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.181700	\$52,520	\$52,520	\$620.63
Total Tax Rate:		2.605692			

Taxes w/Current Exemptions: \$1,368.50
 Taxes w/o Exemptions: \$1,368.50

Improvement / Building

No improvements exist for this property.

Land

No land segments exist for this property.

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$0	0	52,520	\$0	\$52,520
2020	\$0	\$0	0	52,520	\$0	\$52,520
2019	\$0	\$0	0	52,520	\$0	\$52,520
2018	\$0	\$0	0	52,520	\$0	\$52,520
2017	\$0	\$0	0	52,520	\$0	\$52,520
2016	\$0	\$0	0	48,520	\$0	\$48,520
2015	\$0	\$0	0	48,120	\$0	\$48,120
2014	\$0	\$0	0	48,120	\$0	\$48,120
2013	\$0	\$0	0	52,120	\$0	\$52,120
2012	\$0	\$0	0	52,120	\$0	\$52,120
2011	\$0	\$0	0	52,120	\$0	\$52,120
2010	\$0	\$0	0	52,120	\$0	\$52,120
2009	\$0	\$0	0	56,120	\$0	\$56,120
2008	\$0	\$0	0	58,120	\$0	\$58,120
				60,120	\$0	\$60,120

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Tax Due

Property Tax Information as of 09/30/2021

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (979) 849-7752

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished to FEDC has been furnished freely by the APPLICANT(S), and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Freeport Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Freeport Economic Development Corporation on this, the 27 day of September, 2021.

Applicant: Elizabeth Ann Johnston Applicant: _____

Signature: Elizabeth Ann Johnston Signature: _____

Address: 202 N Gulf Blvd Address: _____
Freeport TX 77541 Address: _____

Phone No.: 233. 5988 Phone: _____
236. 0393 Phone: _____
cell

Property Owner/Landlord: _____

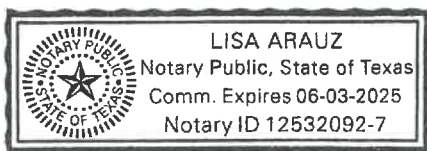
Signature: Ann Johnston

Address: 202 N Gulf Blvd Freeport, TX

Phone No.: 233. 5988 236. 0393
cell

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared Elizabeth Ann Johnston, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.



This instrument was acknowledged before me on September 27, 21 by [Signature]

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____



This is Elizabeth Ann Johnston

I opened Ann's Monogramming October 1985. First location was at Brazos Mall

I then bought the property at 202 N Gulf Blvd Freeport, Tx in October 1997.

I Ann the Sole proprietor legal description lots 9,10,11&12 Block five hundred thirty seven, Velasco town sites.

Est, Improvements:

Air Conditioner \$7,600.00

Roof Repairs \$8,000.00

Marquee Sign Damage \$1,200.00

Thank you, Ann

Business Entity Name:

Ann's Custom Monogramming

Mailing Address:

202 N Gulf Blvd Freeport, TX 77541

Phone Number:

979-233-5988

Location in the City of Freeport for which the improvement is being requested

Street Address:

City/State/Zip:

Other companies and locations owned and/or operated by the APPLICANT

Company Name:

Street Address:

City/State/Zip:

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Freeport as *Exhibit B*.
8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter addressing the need for the project as well as need for the FEDC grant funds.
10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE
Roof	9,390.00		
Roof	8,065.00		
A/C	7,685.75	9.22.21	9.23.21

11. New or existing business: _____ New Existing

Ann's monogramming has been in operation for 30 years.

Existing number of jobs: _____ (if applicable) FT _____ PT _____

New jobs (FT): _____

New jobs (PT): _____

12. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: _____

Address: _____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold FEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. FEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. The Business Improvement Grant Program shall be performable in the County of Liberty. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected.
17. Before submitting an application to the FEDC, the APPLICANT must meet with the Planning Department of the City of Freeport for any code requirements.

Notarized Seal on Application

Acknowledge that a sign will be placed at your property stating FEDC – Business Improvement Grant Recipient

- C. All applications must be approved by the FEDC Board of Directors
- D. An applicant shall be notified, in writing or email, within (10) ten business days of the FEDC Board's decision to approve or disapprove its application.
- E. The FEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the FEDC deems necessary or appropriate.
- F. The FEDC Board of Directors shall have sole discretion to accept or reject application. Application are submit on a competitive basis and will be graded on out not limited to:
 - 1. Those applicants that best match our Community Comprehensive Plans
 - 2. Needs of the City of Freeport and FEDC
 - 3. Best match for our Downtown Specific Plan
 - 4. Those that will be beneficial for the growth of our Freeport's Economic Development
- G. During the FEDC meeting to take action on the grant request by the APPLICANT, the board will conduct a Public Hearing which is followed by a 60-day public comment period. No reimbursements will be dispersed until the 60-day public comment period has passed. If public comments are received, the board will review and take any appropriate action.

Section 6. Funding

- A. Upon notification to the FEDC by the applicant that a project has been completed, an inspection by a FEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the FEDC may reasonably deem necessary for determining the project's completion.

notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation.

- O. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC notifies the applicant of the violation.
- P. The FEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the FEDC under paragraphs M, N, and O of this Section, and in such action may recover court costs and reasonable attorney's fees.

Section 5. Application and Approval

- A. Applications must be made on a form provided by the FEDC, which form shall be made available at the FEDC offices located at 200 West Second Street, Freeport, TX 77535 and on the FEDC website at www.freeport.tx.us.

- B. The grant application must include:

- Request Letter describing proposed project and the need for grant funds
- Establishment of business entity name (Copy of Article of Incorporation, dba, etc.)

- Copy of Lease Agreement (if facility is leased)

- Legal description of subject property

- Vicinity map of subject property

- Estimates of proposed improvements. This quote shall be utilized only for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the FEDC.

- o Itemized work estimates which include details and information such as color samples of paint, fabric, sign material
 - o Digital Picture of Property and the area to be improved

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH
THE GUIDELINES AND CRITERIA FOR BUSINESS IMPROVEMENT GRANT
PROGRAM BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION**

Applicant: Elizabeth Ann Johnston
Address: 202 N Gulf Blvd, Freeport, TX
Phone No.: 979.233.5988 cell 979.236.0393

Signature: Ann Johnston

Property Owner/Landlord: Elizabeth Ann Johnston
Address: 202 N Gulf Blvd, Freeport TX
Phone No.: 979.233.5988 cell 979.236.0393

Signature: Ann Johnston

This acknowledgement page must be signed and returned to the Executive Director of Freeport Economic Development Corporation. Please retain the Guidelines and Criteria for your records.

Applicants are strongly encouraged to shop locally for products and services.

- B. The FEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the FEDC shall issue a letter to the FEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
- C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 6(A) above, and after a determination is made by the FEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.
- D. Available funding: The FEDC has budgeted \$50,000 per the current fiscal year (October 1 to September 30) to fund improvement grants & \$17,500 for sign grant programs. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The FEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

Section 7. Miscellaneous

- A. THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION SHALL DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER OF A BUSINESS IMPROVEMENT GRANT TO THE APPLICANT.
- B. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THERE.

Economic Development Corporation Board of Directors and after the applicant submits to the FEDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.

- F. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in Section 2(A), (B), and (C) hereof. In-kind contributions to the improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the applicant may be used in calculating the cost of improvements.
- G. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the FEDC Board of Directors. Thereafter, any modifications must first receive written approval by either the FEDC Board or the FEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- H. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- I. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- J. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the FEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- K. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the FEDC.
- L. The applicant must complete the improvement project within six (6) months of receiving written approval therefore from the FEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the FEDC Board of Directors.
- M. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the FEDC the grant money received.
- N. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the FEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC

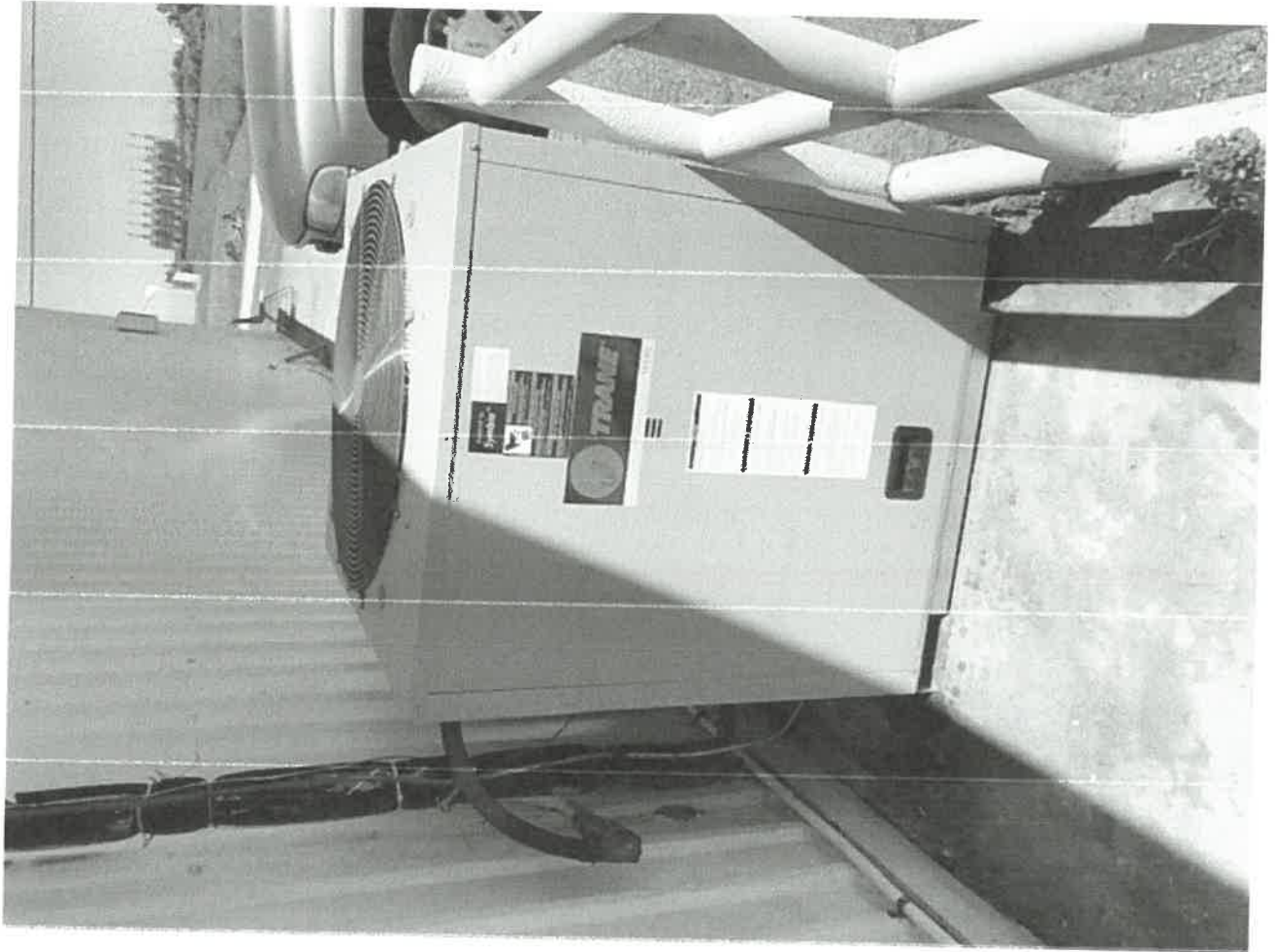
The grant amount may be up to 50% of the cost of such improvement up to a maximum of \$30,000.

Section 3. Eligibility

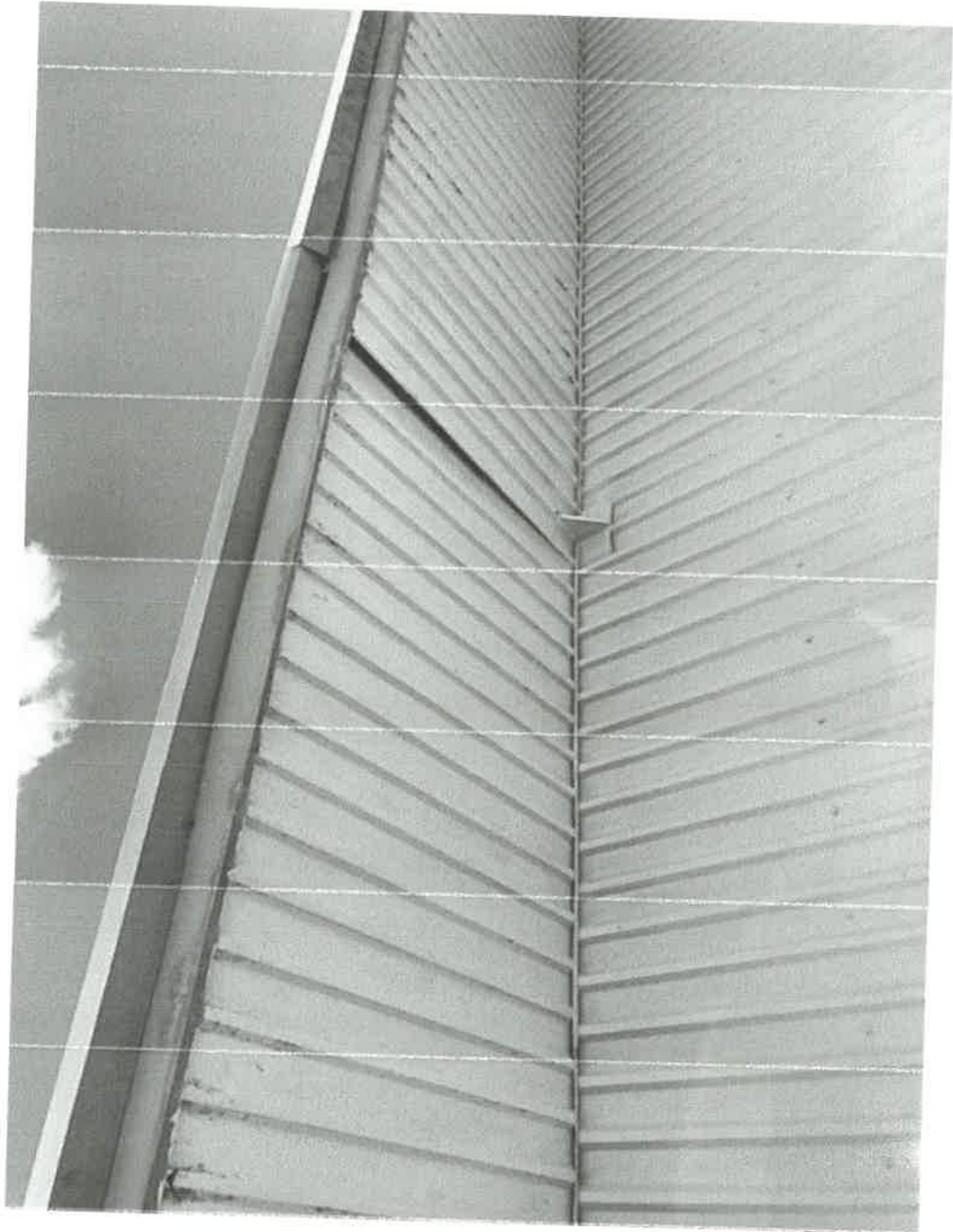
- A. All business buildings and facilities located within the City at the time of adoption of these guidelines shall be eligible for this program.
- B. Any new business planning to locate within the City, or any business currently located within the city limits, shall be eligible for this program.
- C. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make a profit.
- D. The proposed project must comply with applicable regulations, city- approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- E. All applicants must be current and provide FEDC with documentation providing they are current with all Ad Valorem Taxes.
- F. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, roof repair or replacement, interior remodeling, new construction, and routine maintenance of landscaping and signage (with the exception of letters/logos on new awnings).

Section 4. Guidelines

- A. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
- B. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- C. A business or property owner may apply for one (1) or more of the four (4) types of grants per physical location (address) set forth herein within any fiscal year (October 1 to September 30). A business that receives grant funding during a fiscal year shall not be precluded from making subsequent applications for funding in following years.
- D. The maximum amount of funding available to any one applicant, business establishment, or property owner at one physical location (address) shall be \$30,000.00 per fiscal year unless applying for the mega grant.
- E. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the Freeport







Watts Roofing, LLC

164 CR 849

Brazoria, TX 77422

979-798-9288



PROPOSAL

Owner/Property:

Ann Johnston
202 N. Gulf Blvd.
Freeport, TX 77541
979-233-5988

Watts Roofing and Owner agree that Watts Roofing will provide the following labor upon the terms and conditions stated herein, and the Owner will pay to Watts Roofing the contract amount.

Job Specifications: Roof repair to SE Side of Eave

	Quantity	Cost
Remove and replace eave purlin up to	80 lf	\$3,363.00
Remove and replace 26 gauge R-Panel soffit	425 sq ft	\$1,597.00
Remove and replace of fascia	94'	\$1,892.00
Remove and replace 6" box gutter	140'	\$1,780.00
Remove and replace wall to soffit trim	94'	\$764.00

Incl.

*Removal of disposal of construction generated debris is included.

**2 year labor warranty included

Please Note:

*** New panels may vary in shade due to age of existing.

Continued

Roof repair Contract Amount: **\$9,396.00**

Payment terms **\$0.00** payable on signing of this contract and **\$9,396.00** due and payable upon completion of work.

This proposal becomes a binding contract when signed by Watts Roofing and Owner, Owner Representative or Authorized Agent.

ACCEPTED:

Watts Roofing, LLC

By: _____

Date Signed: _____

Owner/Owner Representative

Owner/Owner Representative

Date Signed: _____

Please review Terms and Conditions

TERMS AND CONDITIONS

Changes in work and extra work. Owner may make work changes, consisting of alterations, additions to or omissions from the work and the total contract price will be adjusted accordingly. Watts Roofing shall not be required to perform changed or additional work without written authorization. Before proceeding with any alterations, additions, or omissions, a Change Order will be executed and signed by both Watts Roofing and Owner/Owner Representative.

Hidden damages and conditions. Unless otherwise specified in this contract, the work to be performed does not include replacing or repairing defects such as rotten or damaged decking, siding or other structural failure. Any work by electrical, plumbing, HVAC or other trades is not included in the contract unless specified in this contract. Should Watts Roofing discover conditions which were not visible or other unusual, defective or unforeseen conditions and which requires extra work or extra materials that were not included in this contract, contractor shall be entitled additional compensation upon presenting a notice of such conditions.

Mediation. Mediation is a voluntary dispute resolution in which the parties to the dispute meet with an impartial third party called a mediator, who helps resolve a dispute informally. Mediators facilitate the resolution of disputes but cannot impose binding decisions the parties to the dispute must agree before any settlement is binding. If a dispute shall arise between the parties with respect to any matter arising out of or relating to this agreement or the breach thereof, the parties agree to negotiating good faith in an effort to resolve any dispute related to this contract or breach thereof that may arise between the parties. If the need for mediation arises, mediation services will be provided by Owner.

Cancellation. You may cancel this contract and pay only any applicable restocking fee if you do so by delivering written notice to Watts Roofing at the address listed at the top of this contract on or before the **THIRD BUSINESS DAY** after Owner signs this contract. If Owner cancels this contract later than the third business day, but before Watts Roofing commences work, Owner agrees to pay Watts Roofing, in addition to any applicable restocking fee, 15% of the contract price shown on the face of this contract as reasonable and just compensation and liquidated damages and not as a penalty. This contract cannot be cancelled after Watts Roofing commences work. Owner agrees to pay Watts Roofing a restocking fee equal to 5% of the proposal price if contract is cancelled and materials must be restocked.

Entire Agreement. This Agreement represents the entire understanding of the Parties. There are no oral agreements, understandings, or representations made by any party to this agreement that are not expressly stated herein. This agreement shall be governed by the laws of the state of Texas.

Payment. Any and all obligations or payments are due and payable at 164 CR 849 Brazoria, Texas, 77422, Brazoria County, Texas.

Risk of Loss. Owner bears the risk of loss for materials delivered to the job site.

I have read and understand the above terms and conditions.

Owner/Owner Representative

Date

Arbitration. If a dispute shall arise between the parties with respect to any matter arising out of or relating to this agreement or the breach thereof, such dispute shall be decided by arbitration under the Construction Industry Rules of the American Arbitration Association. The parties waive their right to sue and the award rendered by the arbitrator shall be final, and judgment may be entered by a court having jurisdiction thereof.

Labor Warranty. For a period of two years, Watts Roofing warrants that Watts Roofing's labor shall be in accordance within normal industry standards and tolerances. Watts Roofing, at Watts Roofing's option, may repair or replace items covered under this warranty. Watts Roofing shall not be responsible or liable for incidental or consequential damages, such as additional expenses or water damage, whether claimed in contract, warranty or negligence. If contractor has not received payment in full, Watts Roofing makes no warranties, express or implied as to Watts Roofing's labor. Warranty claims or other claims arising out of the work or contract must be made within two years of completion of the work and any suit for same must be filed within two years of completion of the work. There are no other implied or express warranties that are not contained in this agreement.

Materials Warranty. Watts Roofing shall provide owner with a copy of the materials manufacturer's product warranty. Owner shall have recourse only against the manufacturer of such material.

Right to stop work. The failure of owner to make proper payment to Watts Roofing when due shall entitle Watts Roofing, at its discretion, to suspend all work until full payment is made. The time in which Watts Roofing shall perform the work shall be extended by the period during which the work was suspended, and the contract sum to be paid to Watts Roofing shall be increased by the amount of Watts Roofing's reasonable cost of shutdown, delay and start up.

Disclaimer/Release. Mold, mildew, fungi, spores, and/or any other hazardous chemical or biological agent on the job site. Owner agrees that should Watts Roofing discover the presence of mold, mildew, fungi, spores and/or any other hazardous chemical or biological agent on the job site, Watts Roofing reserves the right to stop work and report said condition to the owner, and require the full remediation of condition by the Owner before proceeding with the work. Watts Roofing shall be entitled to additional payment from Owner for expenses incurred from the shutdown, delay and start up of work. In no case shall Watts Roofing be responsible or liable for detection, removal, disposal, or remediation of any mold, mildew, spores or other hazardous chemical or biological agent. Owner hereby expressly releases and discharges Watts Roofing from any all liability, claims, causes of action, or damages whether actual or consequential, arising out of tort or under contract, for personal injury, property damage, illness, allergic reactions, disease, and/or death resulting from or related to mold, mildew, fungi, spores, and/or other hazardous chemical or biological agent.

Owner agrees to indemnify and save and hold harmless Watts Roofing from any and against any and all claims, damages, losses, and causes of action for breach of contract, breach of warranty, or for the negligence of Watts Roofing and/or its subcontractors which are brought by Owner and/or its agents, employees, relatives, invitees or licensees, arising out of or relating to property damage, personal injury, illness, allergic reactions, disease or death resulting from mold, milder, fungi, spores, and/or other hazardous chemical or biological agent on the job site.

Your location: Angleton, TX · Learn more

See large marquee sign with arrow for sale

Show only

- Buy on Google
- On sale

Price

- Up to \$6
- \$6 – \$15
- \$15 – \$30
- \$30 – \$100
- Over \$100

\$ Min - \$ Max

Color

Material

- Metal
- Glass
- Wood

Location

- Outdoor
- Kitchen / Dining Room
- Bathroom
- Nursery
- Bedroom
- Garage

Brand

- Darice
- FOCO
- Pottery Barn
- Graphics and More
- HomeWetBar.com
- Fantado
- Evergreen

Product rating

- 4 and up

Condition

- New items



8 Ft. W X 40 In. H
 Double-Sided
 Roadside Back-Lit...
\$1,199.99
 Specialty Store Se...



Heavy Duty 10mm
 Metal Outdoor
 Weatherproof
\$3,372.99
 Special Durability
 Free shipping



LED 6mm double
 Sided 12' x
 50' sign
\$952.00
 With 1/2 inch letters



Digital Green sign
 LED Church sign
 Double Sided 12'
\$2,700.00
 Photo LED Sign



8 Ft. W X 40 In. H
 Roadside Back-Lit
 Sign with Flasher
\$1,199.99
 Specialty Sign Co

A/C Services

1001 Highway 100 W.
Lake Jackson, TX 77566
(979)282-8588
www.a/cservices.com

Invoice

Date
9/22/2021

Invoice #
6998

Bill To

ANN'S CUSTOM MONOGRAMMING
202 N. GULF BLVD.
FREEPORT, TX 77541

P.O. No.

Terms

Project

Due on receipt

Quantity

Description

Rate

Amount

Changed out condenser. The compressor on the old unit was grounded. Installed a 7.5 ton Trane 230 volt 3-phase condenser. Removed evaporator coil to change the TXV. Installed 410-A TXV and cleaned the coil while we had it out. Flushed the coil and line set for 410-A. Started up the system and charged properly.

Job Complete
Sales Tax

7,100.00
8.25%

7,100.00T
585.75

Total

\$7,685.75

License # TACLA 12858E
Licensed & Regulated by: Texas Dept. of Licensing & Regulation
P.O. Box 12157, Austin, TX 78711
800-485-4002 (512)463-6599 www.tdlr.texas.gov



Burr's
MONOGRAMMING
202 N. GULF BLVD.





Ann's
MONOGRAMMING
202 N. GULF BLVD.

112 W. Broad



Application for Business Improvement Grant

DOCUMENTATION CHECKLIST Business Improvement Grant Program

As a part of this application, the following documentation is being provided by the applicant:

- X 1. Request Letter describing proposed project and the need for grant funds
- X 2. Establishment of business entity name
(Copy of Articles of Incorporation, dba, etc.)
- NA 3. Copy of lease agreement (if facility is leased)
- X 4. Legal description of subject property (Exhibit A)
- X 5. Vicinity map of subject property (Exhibit B)
- X 6. Estimates of proposed improvements (Exhibit C)
Itemized work estimates which include details and information such as color samples of paint, fabric, and sign material
- X 7. Digital Pictures of Property and area to be improved (Exhibit D)
- X 8. Acknowledge that a sign will be placed at your property stating
FEDC-Business Improvement Grant Recipient

I (We), referred to as "APPLICANT", on behalf of the identified entity, submit to the Freeport Economic Development Corporation, referred to as "FEDC", this application for consideration of a Business Improvement Grant under the provisions of the FEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to FEDC the following:

1. APPLICANT has received a copy of the FEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to FEDC that in making this application, APPLICANT understands the terms and provisions, and all questions relating to any needed interpretation have been answered by authorized representatives of FEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon, the advice and counsel of FEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as set out are true, correct and accurate, and that FEDC may rely on as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT 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 under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the FEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the FEDC. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation. The FEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: Plan Strategy Group LLC

Mailing Address: 224 W Park Freeport TX 77541

Phone Number: 713-227-8663

Location in the City of Freeport for which the improvement is being requested

Street Address: 112 W Broad St

City/State/Zip: Freeport TX 77541

Other companies and locations owned and/or operated by the APPLICANT

Company Name: _____

Street Address: _____

City/State/Zip: _____

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Freeport as *Exhibit B*.
8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter addressing the need for the project as well as need for the FEDC grant funds.
10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE
Please see attached Estimate			

11. New or existing business: _____ New Existing

_____ has been in operation for _____ years.
Existing number of jobs: 0 (if applicable) FT 0 PT 0

New jobs (FT): 1 New jobs (PT): 1

12. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: _____

Address: _____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold FEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. FEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. The Business Improvement Grant Program shall be performable in the County of Liberty. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected.
17. Before submitting an application to the FEDC, the APPLICANT must meet with the Planning Department of the City of Freeport for any code requirements.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished to FEDC has been furnished freely by the APPLICANT(S), and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Freeport Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Freeport Economic Development Corporation on this, the 10th day of September, 2021.

Applicant: Jeff Pena

Applicant: [Signature]

Signature: [Signature]

Signature: [Signature]

Address: 224 W Park

Address: _____

Freeport TX 77541

Phone No.: 713-227-8663

Phone: _____

Property Owner/Landlord: Jeff Pena

Signature: [Signature]

Address: 224 W Park Freeport TX

Phone No.: 7132278663

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

Attn : FEDC Board

9/10/2021

From:

Jeff Pena, Owner Plan Strategy Group LLC

RE: Business Improvement Grant @ 112 W Broad Street Freeport TX 77541

Thank you for your consideration for my application for the Business Improvement Grant.

I am requesting use of these grant funds to supplement the costs of the exterior façade of the commercial building at 112 W Broad Street.

The grant monies are requested to help repair and replace the roof and as well as the exterior paint; including the lighting, and landscape.

The repairs will help in the preservation of one of Freeport's remaining older structures in the historic downtown district. The exterior renovations will help as we look to add to the various commercial and retail tenants we currently serve.

Thank you.

Regards,

Jeff Pena

A handwritten signature in black ink, appearing to read 'Jeff Pena', is located below the typed name. The signature is fluid and cursive.

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 802321509 10/29/2015
Document #: 638028230005
Image Generated Electronically
for Web Filing**

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Plan Strategy Group, LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Pena Jeff

C. The business address of the registered agent and the registered office address is:

Street Address:

13034 Leader #968 Houston TX 77072

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Jeff Pena**

Title: **Manager**

Address: **13034 Leader #968 Houston TX, USA 77072**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Jeff Pena 13034 Leader #968 Houston TX 77072

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **October 30, 2015**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jeff Pena

Signature of Organizer

FILING OFFICE COPY

Exhibit A

Brazoria CAD

Property Search Results > 209324 PENA JEFF for Year 2021

Tax Year: 2021

Property

Account

Property ID: 209324 Legal Description: FREEPORT, BLOCK 44, LOT 18-19
 Geographic ID: 4200-0476-000 Zoning: 11-25-08 AMS/CJC
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 112 W BROAD ST Mapsco: COMMSBR
 FREEPORT, TX 77541
 Neighborhood: FREEPORT OLD DOWN TOWN Map ID:
 Neighborhood CD: COMM.FPDT

Owner

Name: PENA JEFF Owner ID: 1193726
 Mailing Address: 224 W PARK % Ownership: 100.0000000000%
 FREEPORT, TX 77541

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$63,610	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$5,250	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$68,860	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$68,860	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$68,860	

Taxing Jurisdiction

Owner: PENA JEFF
 % Ownership: 100.0000000000%
 Total Value: \$68,860

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$68,860	\$68,860	\$0.00
CFP	CITY OF FREEPORT	0.615859	\$68,860	\$68,860	\$424.08
DR2	VELASCO DRAINAGE DISTRICT	0.078150	\$68,860	\$68,860	\$53.81
GBC	BRAZORIA COUNTY	0.342017	\$68,860	\$68,860	\$235.52
JBR	BRAZOSPORT COLLEGE	0.297866	\$68,860	\$68,860	\$205.11
NAV	PORT FREEPORT	0.040100	\$68,860	\$68,860	\$27.62

RDB	ROAD & BRIDGE FUND	0.050000	\$68,860	\$68,860	\$34.43
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.181700	\$68,860	\$68,860	\$813.72
T1CFP	TAX INCREMENT REINVESTMENT ZONE #1 (CFP)	0.000000	\$68,860	\$68,860	\$0.00
Total Tax Rate:		2.605692			
				Taxes w/Current Exemptions:	\$1,794.29
				Taxes w/o Exemptions:	\$1,794.29

Improvement / Building

Improvement #1:	Commercial	State Code:	F1	Living Area:	4250.0 sqft	Value: \$60,560
------------------------	------------	--------------------	----	---------------------	-------------	------------------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
353	RETAIL STORE	C - 2.5		1947	4250.0

Improvement #2:	Commercial	State Code:	F1	Living Area:	sqft	Value: \$3,050
------------------------	------------	--------------------	----	---------------------	------	-----------------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
YPC1	CONCRETE PAVING AVERAGE	C		1947	1250.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.1607	7000.00	0.00	0.00	\$5,250	\$0

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$63,610	\$5,250	0	68,860	\$0	\$68,860
2020	\$60,460	\$5,250	0	65,710	\$0	\$65,710
2019	\$59,740	\$5,250	0	64,990	\$0	\$64,990
2018	\$59,740	\$5,250	0	64,990	\$0	\$64,990
2017	\$59,740	\$5,250	0	64,990	\$0	\$64,990
2016	\$59,740	\$5,250	0	64,990	\$0	\$64,990
2015	\$60,430	\$5,250	0	65,680	\$0	\$65,680
2014	\$53,680	\$5,250	0	58,930	\$0	\$58,930
2013	\$51,250	\$5,250	0	56,500	\$0	\$56,500
2012	\$49,470	\$5,250	0	54,720	\$0	\$54,720
2011	\$49,110	\$5,250	0	54,360	\$0	\$54,360
2010	\$28,410	\$5,250	0	33,660	\$0	\$33,660
2009	\$30,020	\$5,250	0	35,270	\$0	\$35,270
2008	\$27,720	\$5,250	0	32,970	\$0	\$32,970

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/23/2021	SD	SHERIFF'S DEED	112 W BROAD ST COMMERCIAL INVESTMENT TRUST	PENA JEFF	2021	027347	
2	6/22/2007	WD	WARRANTY DEED	R H REED CORPORATION	112 W BROAD ST COMMERCIAL INVESTMENT TRUST	07	045154	
3	5/25/2007	WD	WARRANTY DEED	NOVITSKI	R H REED	07	029935	

Tax Due

Property Tax Information as of 09/14/2021

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (979) 849-7792

Exhibit B

Exhibit C

Inspire Home Services

320 E CARSON ST #4
SAN ANTONIO, TX 78208 US
rob@inspirehomeservices.com

Estimate

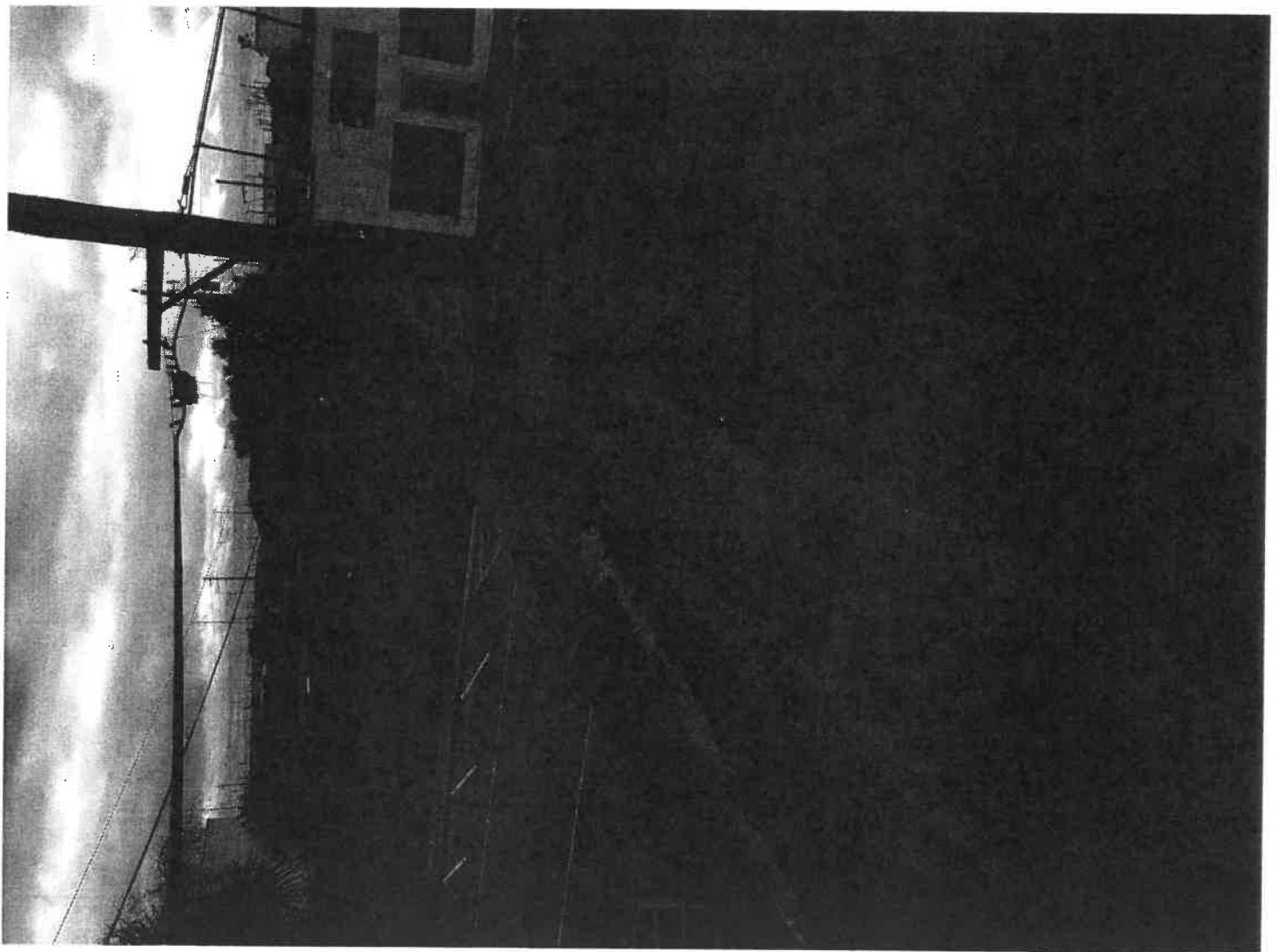
ADDRESS
Jeff Pena
112 W Broad St
Freeport, TX 77541

ESTIMATE 1042
DATE 08/16/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Demo And Dump Fees		1	4,800.00	4,800.00
Carpentry	repair sub structure where leaks have occurred	1	6,000.00	6,000.00
Carpentry	TPO roofing materials and install	1	22,000.00	22,000.00
Roof Repair	Commercial Entry Door Replace	1	1,600.00	1,600.00
Roof New	Repair Exterior Stucco- Paint	1	6,000.00	6,000.00
Roof New	Exterior Lighting	1	1,000.00	1,000.00
TOTAL				\$41,400.00

Accepted By

Accepted Date



202 W. First



Application for Business Improvement Grant

DOCUMENTATION CHECKLIST Business Improvement Grant Program

As a part of this application, the following documentation is being provided by the applicant:

- 1. Request Letter describing proposed project and the need for grant funds
- 2. Establishment of business entity name
(Copy of Articles of Incorporation, dba, etc.)
- NA 3. Copy of lease agreement (if facility is leased)
- 4. Legal description of subject property (Exhibit A)
- 5. Vicinity map of subject property (Exhibit B)
- 6. Estimates of proposed improvements (Exhibit C)
Itemized work estimates which include details and information such as color samples of paint, fabric, and sign material
- 7. Digital Pictures of Property and area to be improved (Exhibit D)
- 8. Acknowledge that a sign will be placed at your property stating
FEDC-Business Improvement Grant Recipient

I (We), referred to as "APPLICANT", on behalf of the identified entity, submit to the Freeport Economic Development Corporation, referred to as "FEDC", this application for consideration of a Business Improvement Grant under the provisions of the FEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to FEDC the following:

1. APPLICANT has received a copy of the FEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to FEDC that in making this application, APPLICANT understands the terms and provisions, and all questions relating to any needed interpretation have been answered by authorized representatives of FEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon, the advice and counsel of FEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as set out are true, correct and accurate, and that FEDC may rely on as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT 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 under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the FEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the FEDC. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation. The FEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: Plan Strategy Group LLC

Mailing Address: 224 W Park Freeport TX 77541

Phone Number: 713-227-8663

Location in the City of Freeport for which the improvement is being requested

Street Address: 202 W 1st St

City/State/Zip: Freeport TX 77541

Other companies and locations owned and/or operated by the APPLICANT

Company Name: _____

Street Address: _____

City/State/Zip: _____

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Freeport as *Exhibit B*.
8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter addressing the need for the project as well as need for the FEDC grant funds.
10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE
Please see attached Estimate			

11. New or existing business: _____ New Existing

_____ has been in operation for _____ years.

Existing number of jobs: 0 (if applicable) FT 0 PT 0

New jobs (FT): 1

New jobs (PT): 1

12. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: _____

Address: _____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold FEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. FEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. The Business Improvement Grant Program shall be performable in the County of Liberty. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected.
17. Before submitting an application to the FEDC, the APPLICANT must meet with the Planning Department of the City of Freeport for any code requirements.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

Attn : FEDC Board

9/10/2021

From:

Jeff Pena, Owner Plan Strategy Group LLC

RE: Business Improvement Grant @ 202 W 1st Street Freeport TX 77541

Thank you for your consideration for my application for the Business Improvement Grant.

I am requesting use of these grant funds to supplement the costs of the exterior façade of the commercial building at 202 W 1st Street.

The grant monies are requested to help repair and replace the exterior commercial windows and doors as well as the exterior paint and façade repairs; including the lighting, parking lot and landscape.

The repairs will help in the preservation of one of Freeport's remaining older structures in the downtown district. The exterior renovations will help as we look to attract new commercial and residential development in the downtown community.

Thank you.

Regards,

Jeff Pena

A handwritten signature in black ink, appearing to read 'JPena', is written over a light gray rectangular background.

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 802321509 10/29/2015
Document #: 638028230005
Image Generated Electronically
for Web Filing**

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Plan Strategy Group, LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Pena Jeff

C. The business address of the registered agent and the registered office address is:

Street Address:

13034 Leader #968 Houston TX 77072

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Jeff Pena**

Title: **Manager**

Address: **13034 Leader #968 Houston TX, USA 77072**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Jeff Pena 13034 Leader #968 Houston TX 77072

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **October 30, 2015**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jeff Pena

Signature of Organizer

FILING OFFICE COPY

Exhibit A

Brazoria CAD

Property Search Results > 515383 PLAN STRATEGY GROUP LLC for Tax Year: 2021
 Year 2021

Property

Account

Property ID: 515383 Legal Description: FREEPORT, BLOCK 45, LOT 7
 Geographic ID: 4200-0488-100 Zoning: 11-25-08 AMS/CJC
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 202 W 1ST ST Mapsco: SBR102
 FREEPORT, TX 77541
 Neighborhood: Map ID:
 Neighborhood CD:

Owner

Name: PLAN STRATEGY GROUP LLC Owner ID: 1193815
 Mailing Address: 5535 MEMEORIAL DR F-305 % Ownership: 100.0000000000%
 HOUSTON, TX 77007
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$64,990	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$5,250	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$70,240	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$70,240	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$70,240	

Taxing Jurisdiction

Owner: PLAN STRATEGY GROUP LLC
 % Ownership: 100.0000000000%
 Total Value: \$70,240

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$70,240	\$46,570	\$0.00
CFP	CITY OF FREEPORT	0.615859	\$70,240	\$46,570	\$286.80
DR2	VELASCO DRAINAGE DISTRICT	0.078150	\$70,240	\$46,570	\$36.39
GBC	BRAZORIA COUNTY	0.342017	\$70,240	\$46,570	\$159.27
JBR	BRAZOSPORT COLLEGE	0.297866	\$70,240	\$46,570	\$138.72

NAV	PORT FREEPORT	0.040100	\$70,240	\$46,570	\$18.67
RDB	ROAD & BRIDGE FUND	0.050000	\$70,240	\$46,570	\$23.29
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.181700	\$70,240	\$46,570	\$550.32
T1CFP	TAX INCREMENT REINVESTMENT ZONE #1 (CFP)	0.000000	\$70,240	\$46,570	\$0.00
Total Tax Rate:		2.605692			
				Taxes w/Current Exemptions:	\$1,213.46
				Taxes w/o Exemptions:	\$1,830.24

Improvement / Building

Improvement #1:	Commercial	State Code:	F1	Living Area:	4109.0 sqft	Value: \$60,380
------------------------	------------	-------------	----	--------------	-------------	-----------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
344	OFFICE BUILDING	C-	C1	1968	4109.0
CP6	CANOPY ROOF/SLAB	C-		1968	741.0

Improvement #2:	Misc Imp	State Code:	F1	Living Area:	sqft	Value: \$4,610
------------------------	----------	-------------	----	--------------	------	----------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
YPC1	CONCRETE PAVING AVERAGE *			1968	2265.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.1607	7000.00	0.00	0.00	\$5,250	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$64,990	\$5,250	0	70,240	\$0	\$70,240
2020	\$64,990	\$5,250	0	70,240	\$0	\$70,240
2019	\$64,990	\$5,250	0	70,240	\$0	\$70,240
2018	\$65,040	\$5,250	0	70,290	\$0	\$70,290
2017	\$65,040	\$5,250	0	70,290	\$0	\$70,290
2016	\$65,040	\$5,250	0	70,290	\$0	\$70,290
2015	\$65,040	\$5,250	0	70,290	\$0	\$70,290
2014	\$64,010	\$5,250	0	69,260	\$0	\$69,260
2013	\$64,050	\$5,250	0	69,300	\$0	\$69,300
2012	\$64,050	\$5,250	0	69,300	\$0	\$69,300
2011	\$64,050	\$5,250	0	69,300	\$0	\$69,300
2010	\$64,050	\$5,250	0	69,300	\$0	\$69,300
2009	\$65,400	\$5,250	0	70,650	\$0	\$70,650
2008	\$64,170	\$3,500	0	67,670	\$0	\$67,670

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/3/2021	DV	DEED RETAINING VENDORS LIEN	THE BOYS & GIRLS CLUB OF	PLAN STRATEGY GROUP LLC	21	031197	
2	7/15/1999	QC	QUIT CLAIM DEED	SULZER INTERMEDICS INC	THE BOYS & GIRLS CLUB OF	99	033182	0

Tax Due

Property Tax Information as of 09/14/2021

Amount Due if Paid on:  ↓

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (979) 849-7792

Website version: 1.2.2.33

Database last updated on: 9/13/2021 8:45 PM

© N. Harris Computer Corporation

Exhibit B

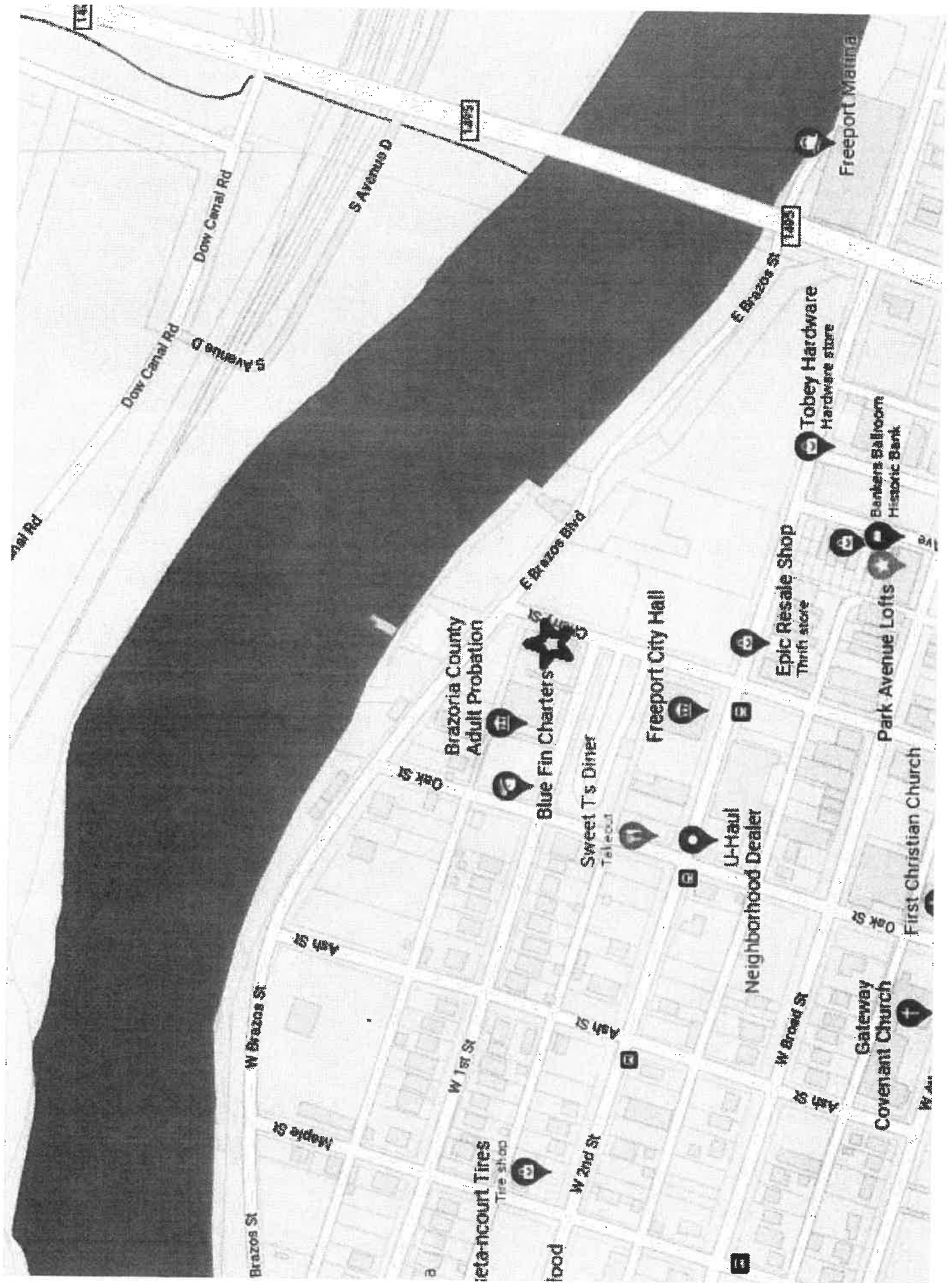


Exhibit C

Inspire Home Services

320 E CARSON ST #4
SAN ANTONIO, TX 78208 US
rob@inspirehomeservices.com

Estimate

ADDRESS
Jeff Pena
202 W 1st St
Freeport, TX 77541

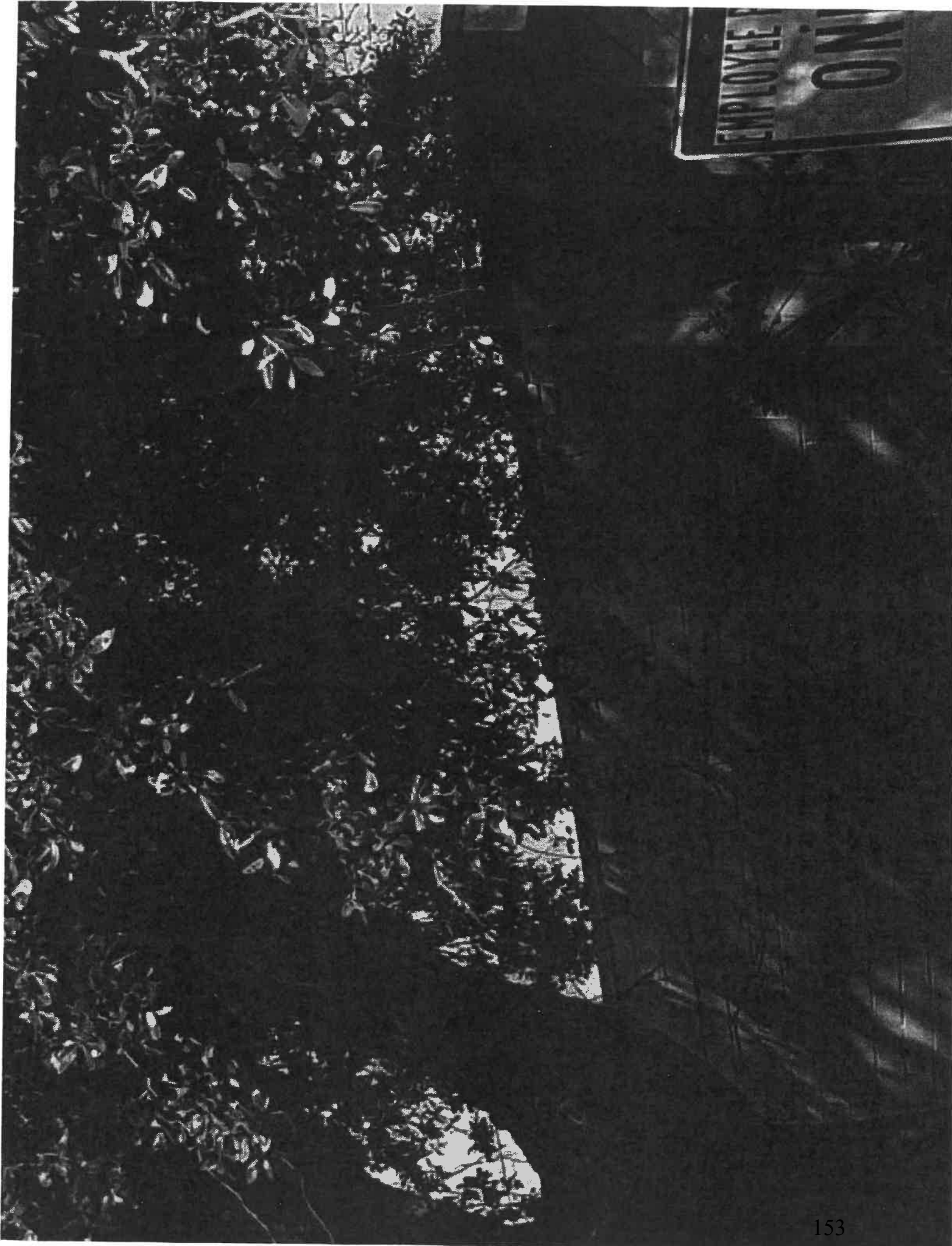
ESTIMATE 1034
DATE 06/15/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Trash	Clean up and removal of all Trash	1	800.00	800.00
Carpentry	Repair and Replace Exterior Trim and Facia wood	1	1,600.00	1,600.00
Glass	Replace Commercial Glass @ Entries	1	2,500.00	2,500.00
Paint	Exterior Paint- Building, Parking Lot	1	6,400.00	6,400.00
Lighting	Exterior Lighting	1	1,500.00	1,500.00
Landscape	Trees Groom and Beds	1	1,000.00	1,000.00
TOTAL				\$13,800.00

Accepted By

Accepted Date

11





Application for Business Improvement Grant

DOCUMENTATION CHECKLIST Business Improvement Grant Program

As a part of this application, the following documentation is being provided by the applicant:

- 1. Request Letter describing proposed project and the need for grant funds
- 2. Establishment of business entity name
(Copy of Articles of Incorporation, dba, etc.)
- NA 3. Copy of lease agreement (if facility is leased)
- 4. Legal description of subject property (Exhibit A)
- 5. Vicinity map of subject property (Exhibit B)
- 6. Estimates of proposed improvements (Exhibit C)
Itemized work estimates which include details and information such as color samples of paint, fabric, and sign material
- 7. Digital Pictures of Property and area to be improved (Exhibit D)
- 8. Acknowledge that a sign will be placed at your property stating
FEDC-Business Improvement Grant Recipient

I (We), referred to as "APPLICANT", on behalf of the identified entity, submit to the Freeport Economic Development Corporation, referred to as "FEDC", this application for consideration of a Business Improvement Grant under the provisions of the FEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to FEDC the following:

1. APPLICANT has received a copy of the FEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to FEDC that in making this application, APPLICANT understands the terms and provisions, and all questions relating to any needed interpretation have been answered by authorized representatives of FEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon, the advice and counsel of FEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as set out are true, correct and accurate, and that FEDC may rely on as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
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Business Entity Name: Plan Strategy Group LLC

Mailing Address: 224 W Park Freeport TX 77541

Phone Number: 713-227-8663

Location in the City of Freeport for which the improvement is being requested

Street Address: 224 W Park Ave

City/State/Zip: Freeport TX 77541

Other companies and locations owned and/or operated by the APPLICANT

Company Name: _____

Street Address: _____

City/State/Zip: _____

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Freeport as *Exhibit B*.
8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter addressing the need for the project as well as need for the FEDC grant funds.
10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE
Please see attached Estimate			

11. New or existing business: _____ New Existing

_____ has been in operation for _____ years.
Existing number of jobs: 11 (if applicable) FT 9 PT 2

New jobs (FT): _____ New jobs (PT): _____

12. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: _____

Address: _____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold FEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. FEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. The Business Improvement Grant Program shall be performable in the County of Liberty. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected.
17. Before submitting an application to the FEDC, the APPLICANT must meet with the Planning Department of the City of Freeport for any code requirements.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

Attn : FEDC Board

9/10/2021

From:

Jeff Pena, Owner Plan Strategy Group LLC

RE: Business Improvement Grant

Thank you for your consideration for my application for the Business Improvement Grant.

I am requesting use of these grant funds to supplement the costs of the exterior façade of the historic building at 224 W Park, aka Freeport National Bank Building. The grant monies are requested to help repair and replace the brick and lenth wear and tear that have caused the brick to expose the inner shell of the building.

The 100+ year old materials alone have been difficult to locate but my contractor has located them and ready to move ahead with the brick repairs.

The repairs will help in the preservation of one of Freeport's limited historic buildings in our city. And will help in the overall façade appeal of downtown for the office and retail tenants we currently lease to in operation of their businesses.

Thank you.

Regards,

Jeff Pena

A handwritten signature in black ink, appearing to read 'Jeff Pena', is written over a light gray rectangular background.

Freeport Historic Bank Building

Aka Park Avenue Lofts

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802321509 10/29/2015
Document #: 638028230005
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Plan Strategy Group, LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Pena Jeff

C. The business address of the registered agent and the registered office address is:

Street Address:

13034 Leader #968 Houston TX 77072

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Jeff Pena**

Title: **Manager**

Address: **13034 Leader #968 Houston TX, USA 77072**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Jeff Pena 13034 Leader #968 Houston TX 77072

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **October 30, 2015**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jeff Pena

Signature of Organizer

FILING OFFICE COPY

Exhibit A

Brazoria CAD

Property Search > 209323 PLAN STRATEGY GROUP for Year 2021

Tax Year: 2021

Property

Account

Property ID: 209323 Legal Description: FREEPORT, BLOCK 44, LOT 16-17-S/10' LOT 15
 Geographic ID: 4200-0475-000 Zoning: 11-25-08 AMS/CJC
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 224 W PARK AVE Mapsco: COMMSBR
 FREEPORT, TX 77541
 Neighborhood: FREEPORT OLD DOWN TOWN Map ID:
 Neighborhood CD: COMM.FPDT

Owner

Name: PLAN STRATEGY GROUP Owner ID: 1124598
 Mailing Address: 5535 MEMORIAL DR # F-305 % Ownership: 100.0000000000%
 HOUSTON, TX 77007-8021
 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$327,300	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$7,900	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$335,200	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$335,200	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$335,200	

Taxing Jurisdiction

Owner: PLAN STRATEGY GROUP
 % Ownership: 100.0000000000%
 Total Value: \$335,200

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$335,200	\$335,200	\$0.00
CFP	CITY OF FREEPORT	0.615859	\$335,200	\$335,200	\$2,064.36
DR2	VELASCO DRAINAGE DISTRICT	0.078150	\$335,200	\$335,200	\$261.96
GBC	BRAZORIA COUNTY	0.342017	\$335,200	\$335,200	\$1,146.44
JBR	BRAZOSPORT COLLEGE	0.297866	\$335,200	\$335,200	\$998.45
NAV	PORT FREEPORT	0.040100	\$335,200	\$335,200	\$134.41

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (979) 849-7792

Website version: 1.2.2.33

Database last updated on: 9/9/2021 8:44 PM

© N. Harris Computer Corporation

Exhibit B

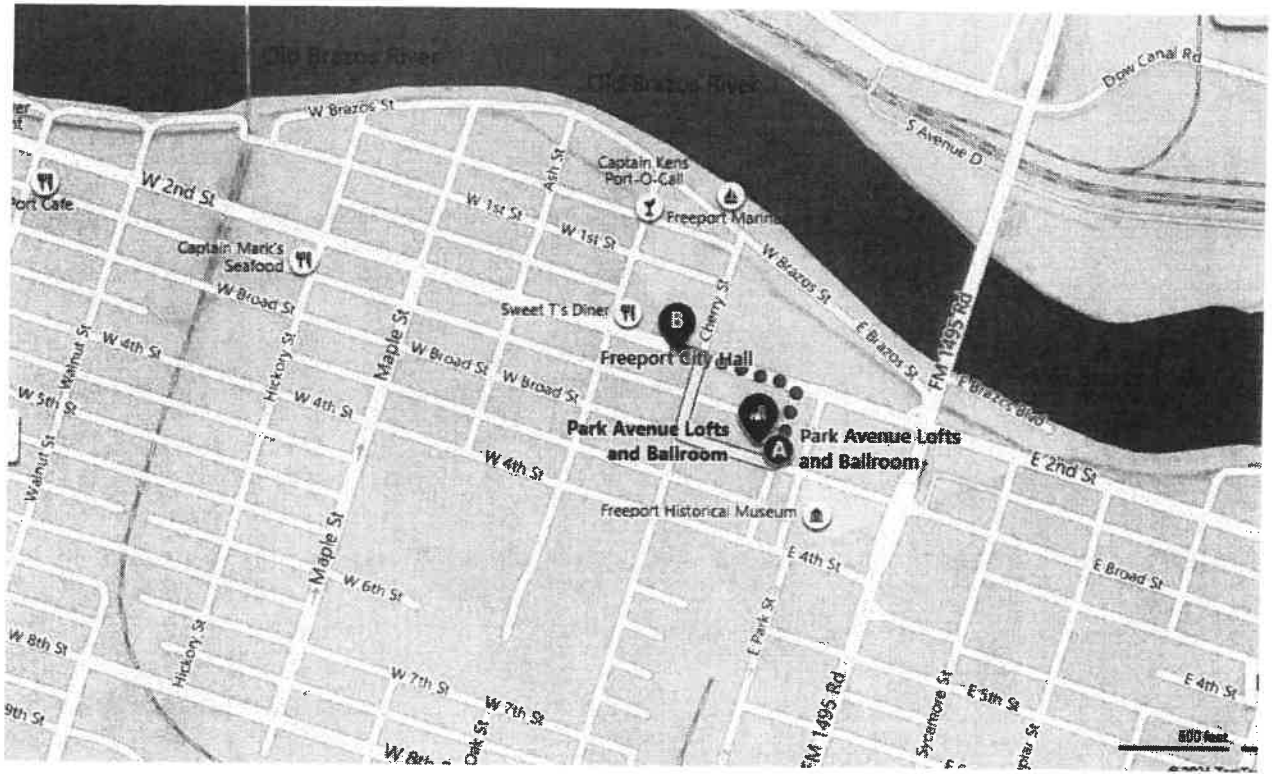


Exhibit C

Inspire Home Services

320 E CARSON ST #4
SAN ANTONIO, TX 78208 US
rob@inspirehomeservices.com

Estimate

ADDRESS
Jeff Pena
224 W Park Ave
Freeport, TX 77541

ESTIMATE 1032
DATE 04/18/2021

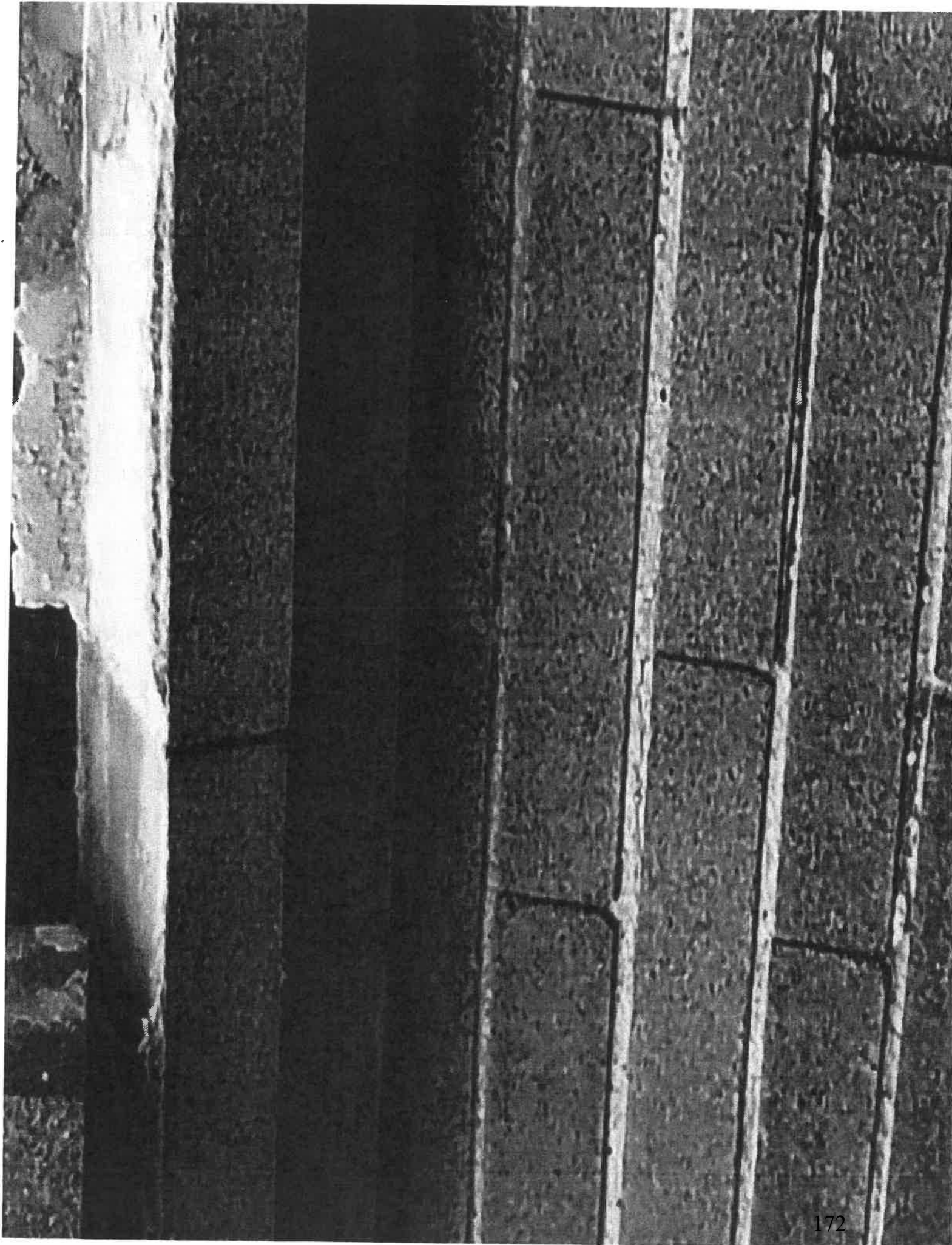
SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Masonry	Demo damaged part of wall, weather strip and seal behind wall. Install brick and point	1	0.00	0.00
Brick Material		1	3,600.00	3,600.00
Labor		1	7,200.00	7,200.00
Metal Work	Steel Lintel work	4	1,200.00	4,800.00
Point Work	Point repair	1	3,600.00	3,600.00

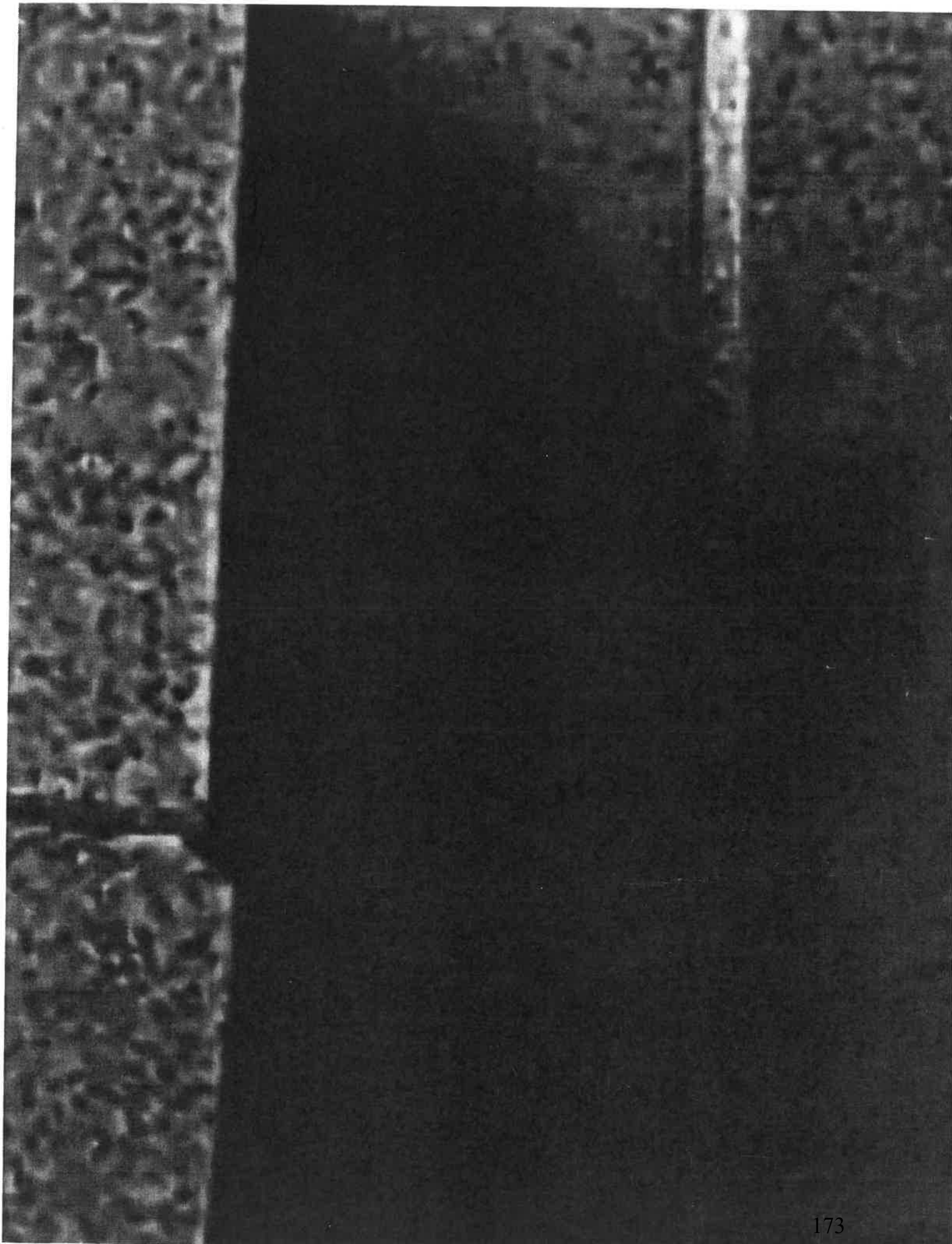
226 Brick

TOTAL **\$19,200.00**

Accepted By

Accepted Date









EDC Agenda Item # VII (A)

Title: Wayfinding Signage Project

Date: September 14, 2021

From: LeAnn Strahan, Destinations Director

Staff Recommendation:

Staff recommends review and discussion of wayfinding signage project details.

Item Summary:

I have communicated with a couple of different groups regarding wayfinding signage as advised by Mr. Kelty and would like to discuss the progress with the EDC Board to collaborate going forward.

Background Information:

In an effort to locate a reputable organization for the scope of work for this project, I have coordinated with the City of Seguin who has recently completed a comparable wayfinding signage project with National Sign Plazas Inc. who has a branch based out of Houston.

Special Considerations

N/A

Financial Impact:

TBD

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

NSB Proposal

Freeport EDC Committees- 2021

FEDC Office / Visitor Center

Nicole Mireles- Chairperson
Mingo Marquez Jr.
Edward Garcia

POP Box / Living Brazos

Jeff Pena- Chairperson
Mingo Marquez Jr.
David McGinty

Downtown Lighting

Jeff Pena- Chairperson
Ed Garcia
Mingo Marquez Jr.

Way Signage

David McGinty- Chairperson
Jeff Pena
Mingo Marquez Jr.

Board Training / Retreat

Jeff Pena- Chairperson
Nicole Mireles
Shonda Marshall

Annual Budget

Mingo Marquez- Chairperson
Josh Mitchell
Edward Garcia

Analyst/ Admin. Position

Shonda Marshall- Chairperson
Josh Mitchell
Nicole Mireles

Housing Committee (19 Acres)

David McGinty – Chairperson
Nicole Mireles
Edward Garcia

Riverfront & Community House Property Development

Jeff Pena- Chairperson
Mingo Marquez Jr.
Josh Mitchell

EDC Project 1- Hotel

Ed Garcia- Chairperson
Mingo Marquez Jr.

Advertising Committee for (19 Acres)

Mingo Marquez Jr. Chairperson
Jeff Pena
Josh Mitchell

Mowing Committee

David McGinty- Chairperson
Edward Garcia

Bryan Beach

Jeff Pena- Chairperson
Mingo Marquez Jr.
Edward Garcia

Grant Committee

Edward Garcia- Chairperson
Mingo Marquez Jr.
Josh Mitchell

Downtown Buildings

Mingo Marquez Jr.- Chairperson
Jeff Pena
Shonda Marshall

EDC Project 2- Wifi, Bryan Beach Downtown & Bridge Lighting

Jeff Pena- Chairperson
Mingo Marquez Jr.
Edward Garcia

EDC Director Position

Nicole Mireles- Chairperson
Shonda Marshall
Josh Mitchell

Ed Garcia	1924 N. Ave G	979-824-0813	edgarciagi@att.net
Jeff Pena	224 W. Park Ste 200	713-227-8663	jeff.pena@gmail.com
David McGinty	521 W. Broad St	979-709-2210	dtmcginty11@gmail.com
Nicole Mireles	2002 N. Ave G	979-236-3552	nicomire53@gmail.com
Mingo Marquez	902 W. 9th	979-824-2101	mingobhyc@hotmail.com
Josh Mitchell	1207 W 10th	979-236-4505	joshua.mitchell@brazosportisd.net
Shonda Marshall	135 Brazos Landing Ct	979-248-3456	smarshall1106@gmail.com