



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, JUNE 17, 2024 AT 6:00 PM**

Mayor:

Jerry Cain

Council Members:

Jeff Pena

Jarvis Davis

George Matamoros

Winston Rossow

City Manager:

Lance Petty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, JUNE 17, 2024 AT 6:00 PM, AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

This meeting will be live streamed via YouTube Live and may be accessed on the City of Freeport

Facebook page: <https://www.facebook.com/freeporttexas> or by visiting

<https://www.youtube.com/@cityoffreeporttx8375/streams>

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER: The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

Citizens who have registered with the City Secretary prior to the meeting being called to order and desire to address the City Council will be heard at this time, or the time the item is considered. Each speaker is limited to four (4) minutes, regardless of the number of agenda items to be addressed. All speakers must identify themselves by providing their name and residential address when making comments. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room and shall be barred from re-entering the meeting.

PRESENTATIONS/ANNOUNCEMENTS: Announcements by Mayor, City Council and/or Staff.

1. Presentation of Employee of the Month for the Month of May 2024. **(Lance Petty)**
2. Receive for filing the Audited Financial Report and Auditor's Opinion for Fiscal Year ended September 30, 2023. Presentation by BrooksWatson and Company. **(Cathy Ezell)**
3. Presentation by K & L Subdivision Project. **(Brian Jarrard)**

COUNCIL BUSINESS – REGULAR SESSION:

4. Consideration and possible action on the approval of City Council Meeting Minutes, from June 3, 2024 and Special City Council Meeting Minutes, from June 7, 2024. **(Clarisa Molina)**
5. Consideration and possible action approving Resolution No. 2024-2866 for the appointment of the alternate position on the Board of Adjustment. **(Lance Petty)**
6. Discussion and possible action of agreed sale price for parcel one and parcel two for \$71,600.00 for Lucy Ware. **(Lance Petty)**
7. Consideration and possible action approving continuing the Cooperation Agreement between the City of Freeport and Brazoria County for the participation in the Brazoria County CDBG and Home Program for Federal Fiscal Year 2025-2027. **(Cathy Ezell)**
8. Consideration and possible action to award the bid for the installation of electrical service at Fire Station #2 to Danford Electric in the amount of \$48,662.66 and allow the City Manager to sign the contract. **(Christopher Motley)**
9. Consideration and possible action approving Resolution No. 2024-2867 deeming items surplus and donating to local agency. **(Jennifer Howell)**

WORK SESSION:

10. The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-F below, an item appearing on the City Council agenda for this meeting, on matters related to community events, or on matters that are not within the jurisdiction of the City for consideration by City Council. The City Council may not deliberate on any City matters not specifically disclosed under this Work Session or on this posted City Council Meeting agenda. City Council members and the Mayor always reserve the right to request that a matter be placed on a future agenda for consideration.
 - A. Councilman Pena Ward A announcements and comments.
 - B. Councilman Davis Ward B announcements and comments.
 - C. Councilman Matamoros Ward C announcements and comments.
 - D. Councilman Rossow Ward D announcements and comments.
 - E. Mayor Jerry Cain announcements and comments.
 - F. City Manager Lance Petty announcements and comments.

CLOSED SESSION:

11. Executive Session regarding a.) (Deliberations about Real Property) Discuss Old City Hall, 200 West 2nd Street pursuant to Section 551.072.

COUNCIL BUSINESS – REGULAR SESSION:

12. Take any action resulting from Executive Session.

ADJOURNMENT:

13. Adjourn

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

The City Council 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 Texas Government Code Sections 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).

ACCESSIBILITY STATEMENT This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 233-3526.

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of the City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.

Clarisa Molina

Clarisa Molina,
City Secretary, City of Freeport, Texas



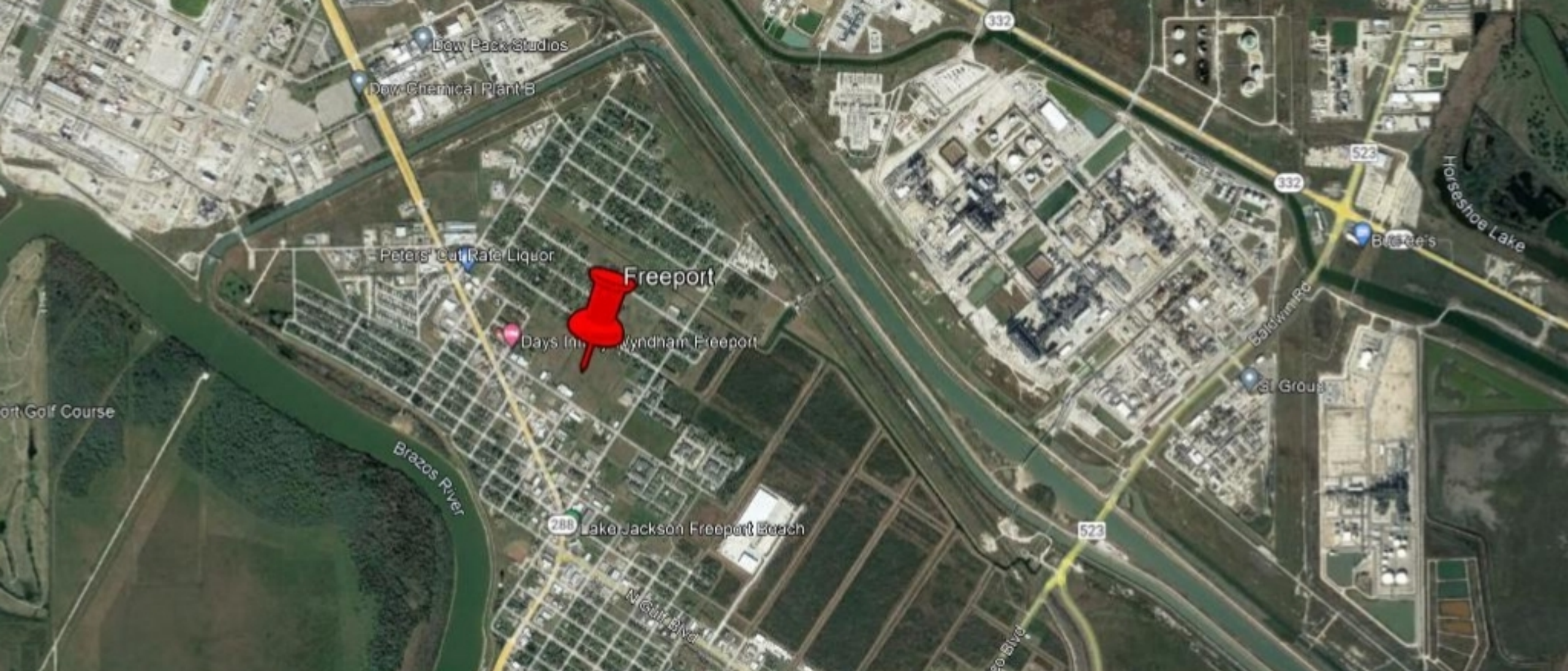
K & L Subdivision Project Freeport, Texas

Jim Maddox
Properties, LLC



HOLCOMB PROPERTIES COMPANY

1300 Post Oak Boulevard
Suite 1110
Houston, Texas 77056



Project Location



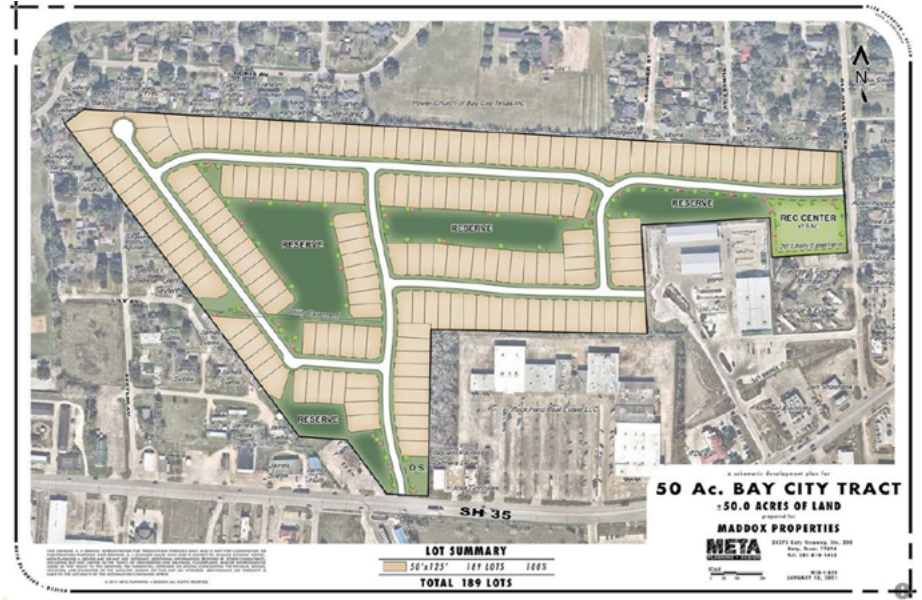
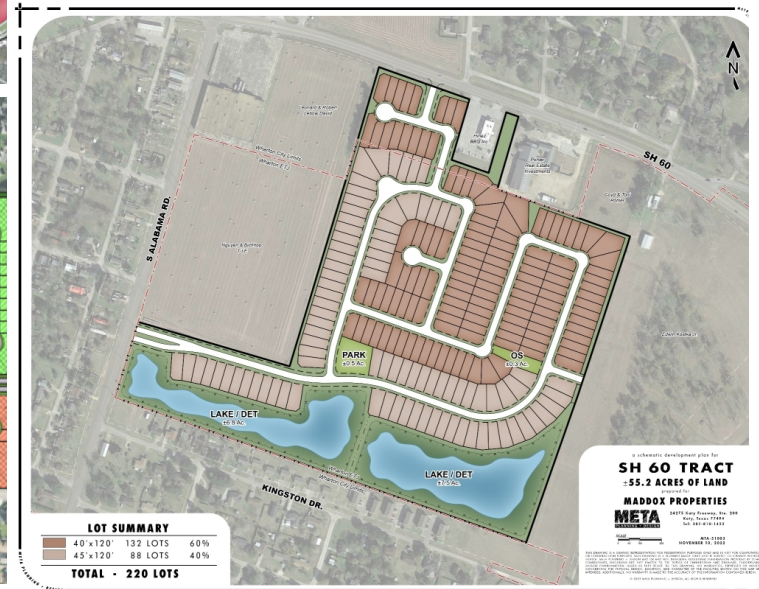
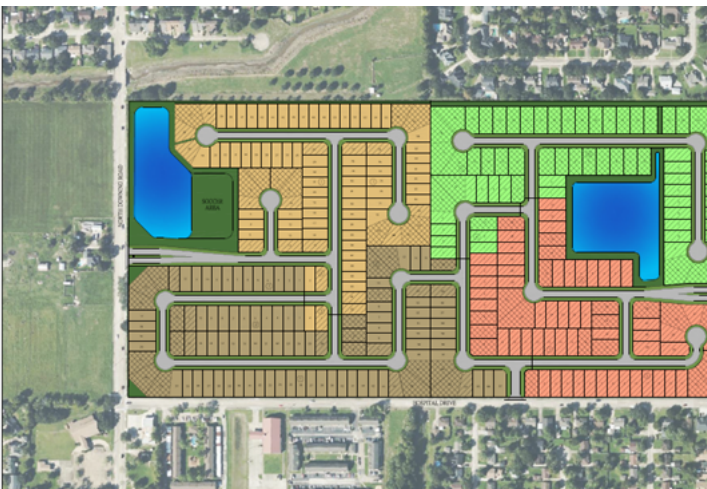
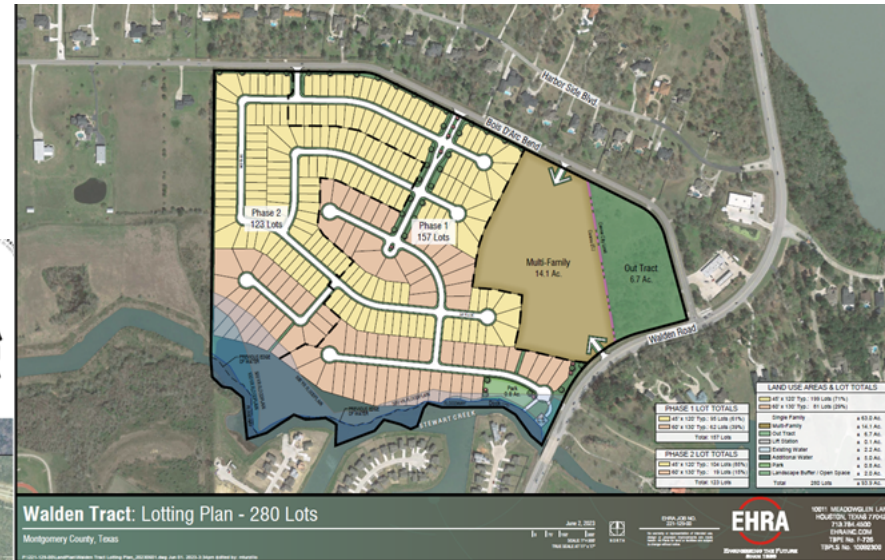
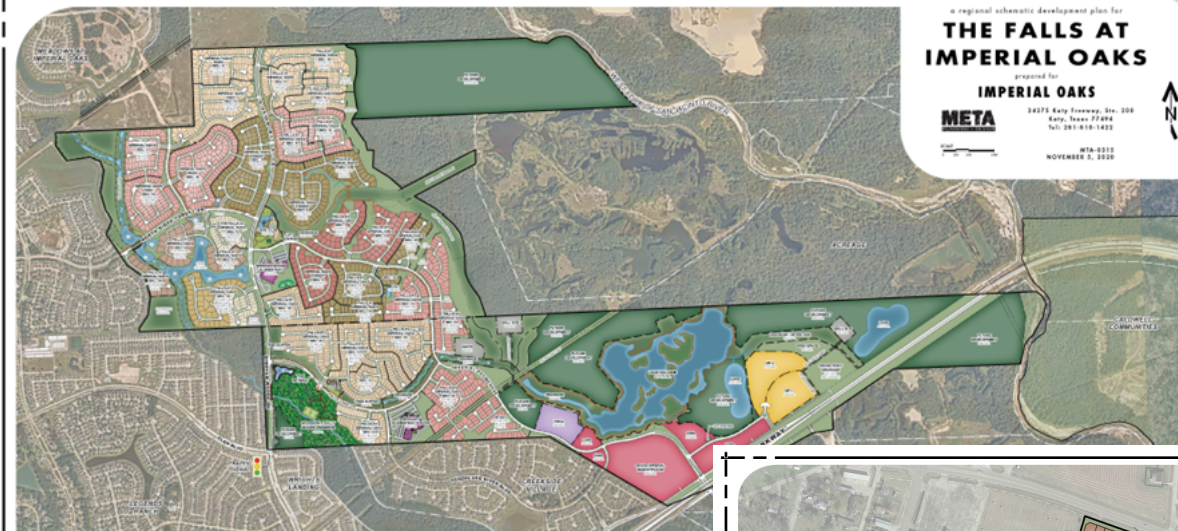


Conceptual Land Plan

About The Developer

- Partnership formed with Jim Maddox, Brian Jarrard, Jim Holcomb and Lee Zieben
- Over 150 years of combined Land Development Experience
- Numerous industry awards including multiple “GHBA Developer of the Year” and project awards
- 25,000+ Single-family Lots developed in the Houston region
- 3,000+ Lots currently in production

Current Projects



Conceptual Product Renderings

Anticipated Pricing: \$200,00 - \$300,000





Conceptual Product Renderings (cont.)



Financial Impact

- Approximately 100 New Homes
- \$27,500,000 (est.) increased Assessed Value
- \$146,000 Additional Annual Property Tax Revenue to City of Freeport
- 100 New water and sewer customers
- 350 New residents
- 175 New students

Development Schedule

- Submit Plans for Permit: August 31, 2024
- Begin Construction: October 31, 2024
- Deliver Lots: March 31, 2025
- Home Building: April 2025 – December 2026 (6-7 starts per month)

Questions?

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, June 3, 2024 at 6:00 PM at the Freeport, Police Department, Municipal Court Room, 430 North Brazosport Boulevard Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Jerry Cain
- Councilman Jeff Pena
- Councilman Jarvis Davis
- Councilman George Matamoros
- Councilman Winston Rossow

Staff:

- Lance Petty, City Manager
- David Olson, Interim City Attorney
- Clarisa Molina, City Secretary
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Crystal Ruiz, Executive Administrative Assistant
- Jennifer Howell, Police Chief
- Wade Dillon, Museum Manager
- Shelby Araujo, Building Official
- Robert Johnson, EDC Director
- Rudy Ragle, Public Works Director

Visitors:	David McGinty	Sam Reyna
	Nicole Mireles	Karla Clark
	Edith Fischer	Con McCleester
	Sandra Shaw	Diane McCleester
	Kenneth Hayes	Gary Guerrieri
	Melanie Oldham	Carol Parker
	Ruben Renobato	Mark Parker

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER:

Mayor Cain called the meeting to order at 6:00P.M.

Mayor Cain stated Councilman Pena was not currently present.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge was led by Councilman Davis.

CITIZENS' COMMENTS:

Sam Reyna resides at 2002 North Avenue G in Freeport. He said he missed the last several council meetings, and he did not have a chance to congratulate Mayor Cain on his election, Councilman Rossow on his reelection, and Councilman Davis on his election and welcomed them to the governing body of Freeport and Mr. Cain. He said he submitted a candidacy package, and he wanted to be the next Mayor of Freeport because of what transpired with the Kisuma magnesium plant, and he did not want that to happen again. He said Kisuma was going to purchase \$1.5 million dollars of water from the City and was going to pay property tax on a \$40 million facility, and they were not asking for any tax incentives. He said this is almost \$2 million a year that was thrown out the window. He said this kind of money is needed to pay for the infrastructure, maybe a new community house, and buy the Police Department the equipment they need to keep the City safe. Mr. Reyna said the Police Department does not have certain equipment and has to borrow from Lake Jackson. He said the night Kisuma withdrew their request for approval of the plant, a member of the City Council, an employee of the City, and a representative of Kisuma met outside the chamber. Mr. Reyna asked what was discussed? Mr. Reyna said he does not know, but shortly thereafter, Mayor Bass announced Kisuma was withdrawing the request that the Planning and Zoning Commission had approved the rezoning by a 3 to 2 vote. He said it was up to the City Council to give the green light for the plant to be built. He said Kisuma was there that night to address a presentation not to withdraw. He said if they wanted to withdraw, all they had to do was make a phone call or fax and they did not have to come all the way to Freeport to say they were going to withdraw. He said he had said it before there are some smart individuals on the City Council but being smart-IQ-wise does not exempt you from exercising bad judgment or bad decision-making. Mr. Reyna said to Mayor Cain his first step should be to direct the resources of his office toward welcoming new businesses rather than suppressing the economy. He said on the last page of the handout packet is the name of the CEO of Kisuma along with his fax number, phone number, and mailing address. He said to Mayor Cain if Kisuma had not located another site to try to make contact and bring him back to the table. He said that \$2 million a year is needed.

Karla Clark resides at 411 Sailfish. She said there was the Dollar General that was going to go in downtown that also passed everything and went before the City at that point, and to respond to Mr. Reyna one of the portions of the property that Kisuma was going to buy the one closest to the bridge that has been sold, and it was sold over a year ago, so there are only two pieces of that left, so she said she just wanted to make the Council aware of that.

PRESENTATIONS/ANNOUNCEMENTS:

Presentation of Employee of the Month for the Month of April 2024.

Police Chief Jennifer Howell presented the Employee of the Month for the Month of April 2024 to Corporal Joaquin Torres.

Presentation of Annual Brazosport Tourism Report.

Ms. Edith Fischer presented to the Council the annual Brazosport Tourism Report.

Councilman Matamoros thanked Ms. Fischer for attending the meeting. He said as he was looking through the agenda packet he noticed on the board of directors that there were no Freeport-based representatives. Councilman Matamoros asked why? Ms. Edith Fischer said the board of directors are elected by the membership, and it usually starts with the members that are most active in the chamber. Ms. Fischer said there are quite a few members in Freeport that are active that choose and do not want to be in the role of a board member. Ms. Fischer said Danny Hickey is pretty active with the chamber, but he has never wanted to be on the board. Ms. Fischer said the board is not laid out based on geography, it is based on the members. Councilman Matamoros said he is just trying to make sure there is some representation within the board because he is sure they make some critical decisions and wants to make sure that Freeport is represented. Councilman Matamoros asked how much the City of Freeport gives to the Brazosport Chamber of Commerce? Ms. Fischer said many years ago there was an agreement with the City and the agreement was 25% or \$5,000,

whichever was greater of the occupancy tax that was collected for that year so it was at \$5,000. Councilman Matamoros asked if the EDC gave funds towards that or separately? Ms. Fischer said no, but she believes the EDC is a paid member of the chamber, and so they get the notices and are able to go out to their events. Councilman Matamoros asked what is the easiest way to measure results for the funds that are being spent? Ms. Fischer said it can be measured by attendance at the bookings at hotels, because their goal is to try to get people to come in and then also, a percentage of the sales tax for the restaurants, because restaurants like Arlans, Dollar Store, and Bucee's that are on their way going to the beach or going to the downtown coming from the Freeport Museum going to the wet lands or to an event at the park those people are coming in and spending money, so it is hard to track that way, but one way is through the stays at the hotels. Ms. Fischer said that is not to say that people that are visiting Freeport are only staying in Freeport because, like she said, this area is promoted, so they might be going to the Freeport Historical Museum but might stay in Clute.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council Meeting Minutes, from May 20, 2024.

Consideration and possible action approving road closures for Fort Velasco Day on Saturday, June 22, 2024.

A motion was made by Councilman Matamoros to approve the Consent Agenda, seconded by Councilman Rossow with all present voting "Aye" 5-0. The Council unanimously approved the motion.

COUNCIL BUSINESS – REGULAR SESSION:

Consideration and possible action regarding Museum Expansion into Old College space.

David McGinty resides at 521 West Broad Street. He said he is in support of allowing the museum the space that was once used by the college. He said with the many exhibits and new programs the museum is bringing to the public, there is simply no room for growth in the current museum building. He said the space shares a door and would be a natural extension of the museum and provide a dedicated space for offices, an IT room, storage, and it also has extra facilities, bathrooms and a great lobby area to potentially hold events in. He said Mr. Wade has done a great job since he was there and this would only help him continue to do a great job.

Museum Manager Wade Dillon said he proudly serves as the Museum Manager of the Freeport Historical Museum. He said he would like to start by reading the mission and vision statements of the museum. He said the mission statement was "The Freeport Historical Museum seeks to educate, interpret, preserve, and promote our rich coastal history along the Brazos River and the Texas Gulf Coast through informative displays, engaging exhibits, family-oriented events, and museum outreach". He said the vision statement was "As the purveyors of Freeport history our vision is to enrich and strengthen our community through education, promoting heritage tourism, and by encouraging the preservation and advancement of Historic Downtown Freeport". He said the museum just celebrated the grand re-opening on January 4th of this year. He said the changes made were a huge cry from the museum he saw when he started in 2020 when the museum had no structure and appeared very much like an antique mall. He said today the Freeport historical Museum is an award-winning treasure along the Texas Coast sitting in the heart of Brazoria County's boom. Mr. Dillon said the museum had seen exceptional growth since Covid. He said in 2022 the visitation doubled to 1,023 with \$3,986 in admissions. He said in 2023, as improvements were made to the museum, visitation tripled to 4,510 visitors with \$13,074 in admissions. He said the museum's Facebook following has grown to over 8,000 followers. Mr. Dillon said as the museum continues to grow, he wishes to expand museum operations into the section of the museum building that the City previously rented out to Brazosport College and had not been rented out for the last few years. He said this section is connected directly to the Exhibit Hall with a shared sliding door, which also poses as a security risk. He said with a front lobby, two offices, two restrooms, and an IT room, this section of the building would benefit museum staff with additional space for large-scale programming, office space, much needed museum storage, and a room designated for IT needs. He said museum staff has already extended daily operations to include the college in regard to cleaning, climate control,

and security. Mr. Dillon asked, so how would acquiring the space benefit the museum? He said when the Exhibit Hall is used for exhibits, there is no single room or space in the museum designated for large scale programming. He said the Children's Learning Room is small and the theater seats 15. He said such programs in the front lobby of the old college space would potentially include an after-hours paint and sip for adults to benefit the museum, networking events, seasonal and holiday activities for children and adults, archeology and summer camps for children, historical lectures, collaborative events with the Freeport Library and local institutions, the list of possibilities that fit the scope of the museum goes on. He said in regard to the IT room, this will provide a safe environment-controlled room to store servers, phones, and internet modems. He said lines would run from there and operate the entire museum. He said currently, the museum does not have a dedicated space, and it is divided up throughout. Mr. Dillon said in regard to storage and office space, the museum is in desperate need of both. He said they are bursting at the seams with the museum collection and supplies and if the museum is able to expand in the future with additional staff, such as Programs Coordinator, the museum will be able to provide them with the space necessary to work. Mr. Dillon said he acknowledges that the Freeport Police Department would need to find climate-controlled storage for their Blue Santa items and this would also mean that the Freeport Historical Museum no longer hosts Blue Santa. He said this change would free up the museum calendar for exhibits, lectures, and additional programming in the old college space and exhibit hall during the months of November and December, which are usually locked by Blue Santa during those months. He said the Blue Santa program could move into Velasco Community House or another city-owned facility for the duration of the program. He said if the use of the old college space is approved by City Council this evening, he would name it the Nat Hickey Education Center after the museum's founder who passed away two years ago on the 30th. He said while renovations such as paint, new carpet, or tiles will be required down the road, acquiring this space for the museum's use will ensure continued growth and museum visitation without it, and the museum is locked in place without room to grow and, as the anchor of the Historic Downtown, he would highly encourage the Council to approve the museum expansion.

Councilman Pena said he knows that the space was inquired about last year and, again, even the year before and again earlier this year by the Blue Santa volunteer group that is run by the Police Department and he is curious if the staff, City Manager, or Assistant City Manager had a chance to have those conversations and really kind of look at the pros and cons in terms of what seems to him the most important part is obviously he likes the idea of the children education component that is being proposed, but he had not seen any materials on that end. He said, but what he had seen in the time he had been in Freeport for the last seven years, eight years, is that Blue Santa is pretty effective and reaches a lot of children already, and it is a successful campaign. He said the conversations he has had in the past and he is sure Mr. Petty and Chief Howell have had these conversations he hopes, if not he certainly would like to have that discussion and so, to have the Blue Santa organization or the Police Department really have a viable solution, because it was expressed to him that they actually needed it year around, and so he is not sure if those conversations of where they are going to be placed going forward so that they can have a working operation year around so that they can in fact continue to provide the outreach to the underserved children during the Christmas Holidays. He said he is interested in making sure that they have this conversation and, for that matter, that Council understands all of those components, and so he wanted to bring up one point there. He said he also wanted to table this to be able to get additional information because he did not see any information regarding that and certainly allowing Chief Howell and her staff to provide any supporting information as to in terms of the needs that they want or the needs that they have for that space and how they have utilized it. Councilman Pena said the second thing that is on his mind is the attendance, and he is glad to see that the attendance is growing and that the tickets and the revenues for the museum visitation are increasing. Councilman Pena asked Museum Manager Wade Dillon if that was revenue strictly by walking through the door or is that part of the events as well and, for that matter, the attendance as well? Mr. Dillon said it is going to be purely admissions, whether it is walk-ins or if they are charging admission during some of the events, but that is not to say that they do not have free events throughout the year, as well including the upcoming Fort Velasco Day which is free to the public. Mr. Dillon said all the numbers he provided are tracked through the a system, Civic Rec, and so he can go back as far as 2021 when they joined that system, and select the first and end of the year bookends, and he has the numbers.

Councilman Pena said his position on the museum has been pretty consistent over the last several years. Councilman Pena said he admires the work of what Mr. Dillon does, and he thinks he is a valuable asset to the City and his expertise and education that he has and shares is super valuable. Councilman Pena said he hopes Mr. Dillon stays for as many days as he wishes and that he helps grow the museum reach an in and growth so that it pronounces Freeport and the heritage in Brazoria County as well as Freeport, and he wants to be abundantly clear about that. He said, but with that said he is also about the economics on this, and he has gone to every budget cycle over the last three years as the Council to discuss there is a low visitation in high-cost areas. He said he talks about the rec center, museum, and golf course. He said he knows that the golf course has been upping its revenues to the order of somewhere between 50 to 75% over the last 3 to 4 years and that is going up and thinks from somewhere around 30% and, as it stands now, and that is even through Covid, he is looking at the 135 in terms of the revenue, and he looks at the revenue and wants to just mention this because it only comes out to about 4.5% of what is being put into the museum. Councilman Pena said he was worried and asked if that money is well spent? He said then people will say it is not about the money, and he can not disagree that it is not about the money but it is also about the impact. He said he thinks about the impact of the Golf Course. He said he thinks about the impact that the Rec Center has. He said he thinks about the impact that the museum has, and then he thinks and asked what is being displaced in terms of the impact of Blue Santa. He said he goes back to Blue Santa and thinks that is a pretty important piece and wants to make sure that they do not undo or undermine Blue Santa in any way, and he would hope that the Council would also consider hearing those talking points and seeing for that matter what the true solution and alternatives, so that not only that Blue Santa is kept there year around or have an alternative place for Blue Santa. He said this is directly associated with this decision tonight, so they do not either hinder them, or undermine them and, for that matter, allow them to grow even bigger, as they have every year. Mr. Dillon said this would not derail Blue Santa whatsoever and it is just a matter of finding another location where the staff does work from his understanding and the staff does work on Blue Santa year around but it is simply the storage of the Blue Santa items in that one room. Mr. Dillon said the Blue Santa itself the actual program that is hosted in the exhibit hall, lasts maybe two weeks. Mr. Dillon said his thoughts in regard to the museum are that those two weeks essentially kill November and December for the museum in regard to any exhibits or programming, and what he would like to do there. Mr. Dillon said in regard to the budgeting, he would have to look specifically at the numbers, but the museum budget is between \$215,000-\$250,000 and about \$100,000 of that goes to salary and benefits for museum staff which there are only two of them. Mr. Dillon said the rest of the budget is broken down into line items to operate the museum from water, electricity, exhibit costs and supplies, special events, advertising, in which the Brazosport Chamber has been a huge help. Mr. Dillon said unless you are the Alamo, Dr. Pepper Museum, or the Smithsonian, it is hard for a small museum to pull in a profit. He said in fact so many small, community-based museums are outdated or understaffed due too little to no financial support or backing. Mr. Dillon said as a city-operated museum, they provide quality of life benefits to the residents and promote heritage tourism to the area. He said to help off-set operation costs he has pursued financial donations and sponsorships from private and corporate organizations. He said for example Freeport LNG gave the museum \$5,000 to cover the last 15 interpretive panels. He said a grant from Humanities Texas in the amount of \$5,000 as well as a private donation in the amount of \$5,000 that went towards the fabrication of the Texas Navy Room. Mr. Dillon said O'Reilly's Auto Parks in Freeport donated because they saw the museum's potential and so, as the Museum Manager, he will continue to identify and take advantage of those opportunities. Mr. Dillon said as for the museum's budget he is frugal with his spending, and he maximizes every dollar he spends to improve the facility, museum displays, increase visitation, and improve the visitor experience, which includes clean restrooms, but he is sure that folks do not visit for the restrooms, but they go to find and establish an intellectual connection with the area. Councilman Pena said for him, he would like to see a response or a plan for the Blue Santa group which is headed up by the first responders, and so there is a lot of folks who donate their time. City Manager Lance Petty said Chief Howell and him have discussed this and, in case the Council moves forward with this transition, they basically use that room for storage most of the year, and he knows they would be looking for a climate-controlled storage facility for them and for their things in there, and they would be using Velasco House as a Blue Santa location during those two months. Mr. Petty said yes, this had been discussed. Mayor Cain said there might be an empty room at City Hall that could be used. Police Chief Jennifer

Howell said they understand the importance of the museum expansion and especially when talking about a children's program and about having the Blue Santa program and those two things, and they are just trying to build things for the children in Freeport and ultimately the Blue Santa store is open for one week and it is not even a full week. Chief Howell said the preparation work that comes ahead of that to be able to set up everything is ideally looking at a two to three-week period where they would get everything and kind of set up in the Velasco House. Chief Howell said they collect things all year long because they have those relationships with stores and if they are going to run a 75% off, they place that little special phone call sometimes to them, so they can get over there and get items and those get stored there at the museum, and they have been gracious enough to allow them to kind of place everything in the back corner because what is not sold in the store this year then they turn around and use it for the next year and so those items just remain there and never actually get rid of the items. Councilman Pena said he had another comment, and it was kind of a conversation he had before and wanted to at least express this idea he had shared previously with the City Manager and also the Assistant City Manager and that was that the space there was used for a week and was told that they actually need it year around to help facilitate it so that they can actually could probably even expand the window of donations in the usage of that space. He said he also liked that he was also informed that there was interest in having part of the Police Department the detectives in that same space since there is limited space in the building. Councilman Pena said he liked this simply because he likes the additional police presence downtown and especially as Mr. Petty can attest, too and also Chief Howell on any given day that he goes out downtown to either check the mail or take out the trash or walk the dogs invariably, at almost he would say 90% to 100% clip every time he goes out there is an 18-wheeler from the port, going out and driving illegally downtown, and he says that because when he thinks about this well maybe there is a way to deputize him to take picture and collect tickets on these guys from the port, and he does not know what those tickets are amounting to but if they were \$500 or \$300 times 30 days, and he is sure he can get a ticket a day that is \$9,000. Councilman Pena said, let's just say he is only half as good as anybody else that is \$4,500 times 12 and looking at about \$60,000 in revenue compared to the \$13,500 that they did, but he is always thinking about how to maximize the space, money, resources, employees, and staff. Councilman Pena said he just wanted to share that idea, and he does not think it is too outside the box and unfeasible. City Manager Lance Petty said Councilman Pena had mentioned a substation before and Chief Howell and him had discussed it for a little bit. Police Chief Jennifer Howell said as far as moving the detectives, that is probably the detectives' wishful thinking, but that had never been anything coming from her because it is a very important attribute to keep the detectives and patrol together to keep that open communication going on within the same building, but as much as a substation sounds great the City is not large enough to be able to support a substation because that building would have to be completely compliant with DPS standards and FBI standards and so all the costs that are spent to keep the current building in compliance would have to double and keep the other building in compliance as well. Chief Howell said they would also have to be able to have staffing at that building which they would not have the capability to keep manpower there 24/7. Chief Howell said to Councilman Pena she can send him information about the Police Academy if he is interested in that but it is also a common misconception if there is a traffic citation issued, and it is a \$300 fine then the City does not get that \$300. Police Chief Howell said the City actually gets a very small portion of that and so depending on what the fine is, most of that money goes to all the different avenues and the City ultimately gets anywhere from sometimes as low as \$5 or \$10 a citation. Interim City Attorney David Olson said there are so many special funds and variables but when talking about traffic violations, he does not let them allege more than a \$200 violation for a simple traffic violation like Councilman Pena is talking about but the judge has complete discretion on what that separation of power is. Chief Howell said but as far as moving the detectives down there, there was never any type of discussion and the only discussion they had was the City looking at relocating the Court and Council room for them to be able to utilize more of the building. Councilman Pena said for the record he does not wear his hat downtown when he sees these trucks and takes pictures of them so that nobody mistakes him for an officer but he is interested in that Police academy information.

Mayor Cain asked how long this space had been vacant? Museum Manager Wade Dillon said two to three years. Mayor Cain asked if during that time there had been any serious inquiries about taking it over? Mr.

Dillon said no, not to his knowledge, and no one had approached him. Councilman Pena asked if this had been marketed? City Manager Lance Petty said a couple of years ago the EDC had looked at the building but did not believe they had any interest in it either. Mayor Cain said he has always been a proponent of the museum, and he thinks Mr. Dillon has done an excellent job, and he likes the vision he has and what all he has done.

A motion was made by Mayor Cain to approve the Museum Expansion into Old College space, seconded by Councilman Pena with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Mayor Cain said if anyone has not been to the museum lately, it is worth the trip. He said Mr. Dillon has done a marvelous job down there.

Consideration and possible action approving Resolutions appointing/reappointing members to various Boards and Commissions.

- A. Resolution No. 2024-2859, Planning and Zoning Commission
- B. Resolution No. 2024-2860, Freeport Economic Development
- C. Resolution No. 2024-2861, Board of Adjustments
- D. Resolution No. 2024-2862, Historical Commission & Main Street
- E. Resolution No. 2024-2863, Senior Citizens
- F. Resolution No. 2024-2864, Beautification/ Parks & Recreation Committee

City Manager Lance Petty said staff recommends selection of individuals and the approval of the proposed resolutions to appoint/re-appoint qualified individuals to serve on the above listed Boards and or Commissions. He said terms have expired on each of the Boards and Commissions. Mr. Petty said these terms expired on May 31, 2024. He said additionally, there are positions left vacant due to members stepping down before their term expired. He said at the time of this memo the City had received applications from individuals who are interested in serving on these Boards and Commissions. Mr. Petty said these are active volunteer boards in the City and filling the vacancy is important to allow for full and representative discussion of important issues. He said all board members are appointed to fulfill 2-year terms and serve at the pleasure of the City Council. He said members may be removed at any time and for any reason as voted on by the majority of City Council.

City Manager Lance Petty said in the Planning Commission the terms that have expired are Ms. Pamela Dancy, Mr. Andrew Dill, and Mr. Loren Eric Hayes. Mr. Petty said the applications submitted for those positions are renewal for Mr. Andrew Dill, renewal for Mr. Eric Hayes, James Gossett, Ronnie Riojas, and Karla Clark are interested in filling that position.

A motion was made by Councilman Matamoros to appoint Andrew Dill and Loren Eric Hayes to the Planning Commission, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

A motion was made by Councilman Pena to appoint Karla Clark to the Planning and Zoning Commission, seconded by Councilman Rossow with all present and voting "Aye" 4-1 motion passed. Councilman Matamoros voted "Nay".

City Manager Lance Petty said on the Freeport Economic Development terms that have expired are Ronnie Martin, Kenneth Tyner, and David McGinty. Mr. Petty said Kenneth Tyner had submitted his application. He said Ronnie Martin had submitted his application. Mr. Petty said David McGinty had submitted his application for renewal. Mr. Petty said Ronnie Riojas had submitted an application and Ms. Karla Clark had also submitted an application.

Mayor Cain said he went to the meeting thinking he was not going to make any motions on these appointments, but he has been the liaison to the EDC for quite some time and the way the gentlemen and ladies work together

is beneficial for not only the EDC but also the City.

A motion was made by Mayor Cain to reappoint Mr. Tyner, Ronnie Martin, and Mr. McGinty to the Freeport Economic Development, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

City Manager Lance Petty said for the Board of Adjustments Mr. James Gossett Jr's term is up, Mr. Kenneth Hayes, and Urbano Gomez alternate positions is up. Mr. Petty said the applications submitted and received were Mr. James Gossett, Mr. Kenneth Hayes, Mr. Ronnie Riojas, and Ms. Karla Clark. Councilman Pena asked how many vacancies there are? City Manager Lance Petty said there are three expired terms with two full time and one alternate.

A motion was made by Councilman Pena to appoint Mr. Gossett, Mr. Riojas, and Ms. Karla Clark to the Board of Adjustments with discussion that followed.

Councilman Matamoros said because of Ms. Karla Clark being appointed to the Planning Commission she cannot be on the Board of Adjustments. He also said Mr. Ronnie Riojas does not live in the City or the ETJ, and so he is ineligible, which he brought this to his attention. Councilman Matamoros said Mr. Ronnie Riojas was only eligible for the Economic Development Board. Councilman Pena asked Interim City Attorney David Olson if these rules were right? Interim City Attorney David Olson said he does not know if this is something in the actual ordinance to disqualify them, but as far as eligibility, he has not reviewed the eligibility, but he would say that there is an absolute separation of power between the Planning Commission being the legislative group and then the quasi-judicial group, so they could not serve. Mr. Olson said if you are going to be on the ZBOA you really should not be part of the legislative process but there are also some rules. Councilman Matamoros said yes, there are rules and when he was appointed to the Board of Adjustments. Mr. Olson asked if these are self-created rules or are they actually codified? Councilman Matamoros said they are codified within the Charter. Karla Clark resides at 411 Sailfish Lane said she understands the grudge that Mr. Matamoros has held against her and the thing of that is Ronnie Martin has served on two boards. Ms. Clark said there were many people including Mr. Matamoros has served on two boards, and she asked so why is there a rule now and there was not one before? Councilman Matamoros said there was because when he was brought up for both the Board of Adjustments and Planning and Zoning the last time he was appointed, and he was told he could not be on both because the Board of Adjustments, if there is a denial from the Planning and Zoning, the Board of Adjustments hears that appeal, and thus it is unable to be on both of the boards because it would be a conflict. Ms. Clark said to Councilman Matamoros but he was on the EDC and the City Council. Mr. Olson said it is perfectly fine for a sitting Council member and, in fact a majority of the EDC board can be made up by Council members and that is built into the statute. Ms. Clark asked at the same time? Mr. Olson said yes. Ms. Clark asked if there was no conflict in that? Mr. Olson said that is actually in the statute in the Economic Development Act statute. Ms. Clark said so it is allowed for some people to serve on two boards and other people it is not allowed. Mr. Olson said the State Legislature does. Ms. Clark said Mr. Matamoros said this was in the charter. Mr. Olson said there are some rules in the charter he had apparently not seen. Ms. Clark asked if she could get a copy of those? Mayor Cain said one thing he was hearing that Mr. Matamoros said it not possible to be on the Planning and Board of Adjustments because of the potential conflict. Mr. Olson said he does not know what the actual eligibility says about that, but appeals that go to the ZBOA are brought can be asked for a variance, special exception, or can challenge the interpretation of staff, and it is really not an appeal from the Planning Commission, but it is a separation of powers issue. Mr. Olson said so even if they had not police and created these eligibility rules that preclude you from serving on the ZBOA and another board. Mr. Olson said the ZBOA is the only besides the Municipal Court and is the only adjudicating body which issues a final order that is not appealable to any function of local government only to district court. Mr. Olson said there is a quasi judicial branch of Freeport when it comes to civil matters, so serving in both capacities is a separation of powers issue.

City Manager Lance Petty said in the Historical Commission and Main Street terms have expired for Ms. Melanie Oldham, Keith Stumbaugh, Irene Ocanas, Margaret McMahan, and Mr. William Leitch was removed from the Board. Mr. Petty said applications received were from Irene Ocanas, Jeff Crisp, and Melanie Oldham. Councilman Pena asked how many vacancies there are? Mayor Cain said there are five vacancies and three applicants.

A motion was made by Councilman Pena to appoint Irene Ocanas, Jeff Crisp, and Melanie Oldham to the Historical Commission and Main Street, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Nicole Mireles asked for the Historical Board they do not have to be a Freeport resident? Interim City Attorney David Olson said they are purely recommending their body, so they are not statutory creation, so that they do not have to be in Freeport.

City Manager Lance Petty said in the Senior Citizens terms have expired for Ms. Dolores Knox and Ms. Linda Harrison. Mr. Petty said the applications received were from Ms. Linda Harrison and Ms. Marcia Siddall.

A motion was made by Councilman Pena to appoint Linda Harrison and Marcia Siddall to the Senior Citizens, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

City Manager Lance Petty said on the Beautification/Parks & Rec Commission terms have expired for Jack Bullman, David McGinty, Brianna Sidney, and Douglas Domingues. Mr. Petty said applications received were from Nicoles Mireles, James Gossett, Douglas Domingues, David McGinty, and Jack Bullman.

A motion was made by Mayor Cain to appoint Nicole Mireles, James Gossett, Douglas Domingues, and David McGinty, seconded by Councilman Pena with discussion that followed.

Councilman Matamoros said for Mr. Gossett this was his second choice, and he is all for him, but he was not sure if he would be able to fulfill two boards because he works at night and so it may be difficult. City Manager Lance Petty said this board meets at 10:00A.M. on Fridays. Councilman Matamoros said he was not sure if he would be able to make that because he works at night. Councilman Davis asked if he put in an application? Councilman Matamoros said yes and this was his second choice and his first choice was to be reappointed to the Board of Adjustments. Councilman Pena asked if he was on both previously and if he missed any meetings? Councilman Matamoros said he was not on the Parks board, and he was just on the Board of Adjustments. City Manager Lance Petty said Mr. Bullman had only attended one meeting and Ms. Brianna Sidney said cannot make any of the meetings and believed it kind of interferes with Mr. Bullman's work schedule. Councilman Pena asked who does Mr. Petty recommend? City Manager Lance Petty said he does not recommend. Councilman Pena asked who had been attending of the people that are applying? City Manager Lance Petty said Mr. Douglas Domingues is the chair of the board, and he is always there and Mr. McGinty is always there as well. Councilman Pena said he knows Ms. Mireles has a lot of energy and is always in attendance, and he likes the nominations of Mayor Cain. Councilman Pena said he liked the nominations and if Mr. Gossett should decide he does not want to be there he can resign.

Mayor Cain called the motion to a vote with all present voting "Aye" 5-0. The Council unanimously approved the motion.

Mayor Cain asked if there was any clarification on the Board of the Adjustments. Councilman Pena said he thought this was going to be tabled on to the next meeting. Councilman Matamoros said our Charter is really difficult to find the information. Interim City Attorney David Olson said he looked at it and to him, it is not a question of charter self policing, it is most Cities separate those two because again, it is just at the Federal State

and Local Level that they try to separate the Judicial Branch from the Legislative Branch. Mr. Olson said for instance, if it was a Historical Commission or Beautification Board, purely advisory board that would be a different story and believes they can serve in both capacities but Planning and Zoning Commission makes direct recommendations to the Council for consideration as charged with other things under the statute under the ordinance making certain recommendations about planning issues and so that can be an issue. Mr. Olson said creating a rule and then enforcing the rule. Mr. Olson said he does not think he has seen even in small towns that have a Zoning Board of Adjustment member act in any capacity in Planning, Zoning, or Council.

A motion was made by Mayor Cain to appoint James Gossett and Kenneth Hayes to the Board of Adjustments, seconded by Councilman Matamoros with discussion that followed.

Interim City Attorney David Olson said he wanted to make sure that there is a full five member board at the end of the day. Mr. Olson asked, so there are still two alternates that could serve in that capacity? Mayor Cain said one of the ones that is coming off is an alternate. Mr. Olson said he only says this because under the rules in the Zoning Board of Adjustment, there must be four members to vote, and so if there are only four sitting members making a quorum it has to be unanimous every time. Mr. Olson said he just wanted to make sure there is a full board. Councilman Matamoros said yes, this makes it a full board.

Karla Clark asked Interim City Attorney David Olson if he could give her an example of how those two would interact? Ms. Clark said, just like he gave an example of Planning and Zoning and such, and she would like to request a copy of the Charter where it specifically states. Mr. Olson said he did review the Charter and he does not see anything. Ms. Clark said Mr. Matamoros said that he knew it was in there. Mr. Olson said his explanation is the same, and it is just the separation of powers issue and they are a part of the legislative branch and ZBOA is part of the judicial branch.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-1 motion passed. Councilman Pena voted "Nay".

Mayor Cain said on the Board of Adjustments there is still a spot open for one alternate. He said if anyone out there is interested, let the City know. Mayor Cain said if there are applications, it can be put on the agenda for the next meeting.

Consideration and possible action approving Ordinance No. 2024-2732 to add No Parking signs in the 1700 Block of Eight Street as a specific location where the stopping, standing or parking of vehicles is prohibited.

City Manager Lance Petty said staff recommends approving no parking signs on both sides of the street in the 1700 block of eighth street. He said on September 26th, 2023 a motion made by Planning and Zoning to draft an ordinance to put back no parking signs on 1700 Block of 8th street. He said this would be on both sides of the road and the motion was passed by five to zero. Mr. Petty said the City had a survey of this area, and it shows that 95% of the structures in the 1700 block of 8th Street have back entrances from the alleyway, or a driveway in the front of the house. He said staff will begin installation of signage once approved by the council. Mr. Petty said the financial impact is the cost of the signs, and it will be covered in this year's fiscal budget. He said Mr. Olson approved the ordinances and also had the engineering firm of the City do a study of the road. He said they do recommend signage in the area, and it will be the S-curve portion of Eight street. He said if you are not familiar with it, when you drive down that road, it will be the S-curve portion that makes it a little difficult for people to drive down the road and for the kids playing outside.

A motion was made by Mayor Jerry Cain to approve Ordinance No. 2024-2732 to add No Parking signs in the 1700 Block of Eight Street as a specific location where the stopping, standing or parking of vehicles is prohibited, seconded by Councilman Rossow with discussion that followed.

Councilman Matamoros asked Mr. Petty if they had started to implement what the engineers asked for in the traffic survey that was done on that? City Manager Lance Petty said the traffic survey was completed, and they

are looking for funding for safe routes to the school program and if they are able to find some of the funding for that, they will look at addressing some of the other areas within a half a mile of the school. Mr. Petty said this only addresses the 1700 Block on the one S-curve that everybody is concerned about in the area.

Mayor Cain said to the Council that for years this section of 8th Street was marked with no parking and an ordinance was never passed and, for that reason, the no parking signs were removed.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Second Reading of the Parks Project.

EDC Director Robert Johnson said this is the second reading and consideration of the parks project. He said in conjunction with the City, the Economic Development Corporation has identified the Freeport Parks Improvement project as an economic development and quality of life project. He said and would like to consider funding for this fiscal year, because of its nature, it is required to have city council approval following two readings and this is the second of the two required readings. He said the estimated cost of the parks improvements is \$249,789.85. Mr. Johnson said at its meeting held on May 14th, the EDC voted unanimously to support the Freeport Parks Improvement Project by contributing \$249,789.85. He said throughout the spring, as he mentioned last time, he said Mr. Petty, Mr. Matamoros and he asked for donations and managed to get a donation of \$50,000 by Phillips 66 and their generous contribution. He said the parks and playground equipment had been priced, after deducting the contribution of Phillips 66, and the amount requested by the EDC to purchase the park equipment was \$249,789.85. He said the EDC is requesting council approval for the joint EDC project in that amount.

Councilman Pena asked if there were any updated images on the improvements? City Manager Lance Petty said he does not have any updated images right now, but all the equipment from Stephen F. Austin and Harrington Park has been removed, and they have graded out the area where the play equipment is going. Mr. Petty said they will be moving to Peppermint park tomorrow to start tearing down the structure to get the park ready and all the playground equipment is supposed to be shipped this week, and the company will be there on the 17th of June to install all the equipment. Mr. Petty said it will be a quick moving process and will start looking for additional funding for ADA specialized equipment with pour in place and some walking trails and some fencing and things like that for phase two of the project.

EDC Director Robert Johnson said in the presentation to the Council there were walking trails and fencing and that had been taken out of the parks project to pursue with the corporate citizens getting that equipment and ADA equipment put back into it in a phase B type of project. Councilman Pena asked how much more is that? Mr. Johnson said he does not know but are determining that and have the engineers looking at developing the plans to see how much it would be. Councilman Pena said that the fencing and the walking trails that the City Manager, Mr. Petty and he looked at made a lot of sense there, but what also made a lot of sense were the bathrooms that were there in the infrastructure. Councilman Pena asked if any of this money is also geared to enhance those bathrooms so that they are much more user-friendly and safe and well lit? Mr. Johnson said not to his knowledge. City Manager Lance Petty said the only parks currently that were there were reconstructed to have restroom facilities is Stephen F. Austin. Councilman Pena said he knows a big criticism of a lot of our parks is the lighting in the dusk hours and evening hours, and he would hope that maybe when there is a chance to vote on this next meeting that this is included of the lighting and fencing and, for that matter the walking route just to nip it. Mr. Johnson said this could go into the second phase. Councilman Pena said hopefully more money will be raised on this because originally it was brought to the Council as a corporate sponsored event or program that the City nor that the EDC was going to be sponsoring or, for that matter funding. Councilman Pena said he is glad there is \$50,000 and is curious about what phase one and phase two totality will be. Councilman Pena asked if it was closer to the \$500,000 or \$600,000 still? Mr. Johnson said, it was but there are still corporate citizens that he will not call their names, but that they have expressed strong interest as long as these ADA and safety issues addressed, and which phase two with the fencing and the ADA equipment will

do that and so he does have high hopes for more contributions from corporate citizens. Councilman Pena said equally is a priority if maybe not more, is making sure that the bathrooms are all usable, safe, and well lit.

Shonda Marshall resides at 135 Brazos Landing Court. She said her son and herself had an opportunity to go to the jetties. She said they must have recently just put up a new playground in the jetties and on the playground, there is a big display of all the companies who have contributed to that particular playground. Ms. Marshall asked Mr. Johnson if he had an opportunity to look at that or see the companies that have contributed? Ms. Marshall said, because maybe they can make a contribution or a donation to phase two that he was referring to. She said she had her son take a picture, and he could forward it to Mr. Johnson tomorrow if he would like, just so he can see the companies that have contributed, and it was more than just one.

Mayor Cain said he understands there must be two readings, and asked if the Council has to vote on this as well or is it just the two readings? Interim City Attorney David Olson said the project has to be approved. Mayor Cain said the reason he asked this was because it does not say anything about action on the agenda. Mr. Olson said this will have to go to the next meeting as an action item. Councilman Matamoros asked if this would delay the purchasing of the equipment? Councilman Matamoros said he knows it is at a preferred rate right now, and he would hate to lose the equipment. City Manager Lance Petty said no it should not affect it at all and there was an agreement signed for that equipment, and it is reserved. Mr. Petty said he would contact them tomorrow if there are any issues and maybe schedule a special meeting. Councilman Pena asked if, for whatever reason at the next meeting there is a vote and the Council should decline is the City committed by the contract that had been signed to perform at any level? City Manager Lance Petty said the City will be committed to a restocking fee. Councilman Pena asked at what percentage? Mr. Petty said he would have to look at that.

Public Hearing: Public Hearing for possible action on Plat of Skinny Water subdivision a replat of a 2.0 acre tract of land out of the common area and all of lots one(1),two(2),three(3),four(4),five(5),six(6),seven(7)and ten(10)in block five(5) of Bastrop Beach subdivision, a subdivision in Brazoria County, Texas according to the map or plat recorded in volume 3,pages 97 thru 98 of the plat records of Brazoria County, Texas and being a portion of a called 8.50 acre tract of land conveyed to Davy and Shannon Roberts recorded under Brazoria County clerk's file no.2007-048878, all being out of the S.F. Austin survey, abstract no.36,Brazoria County, Texas.

Mayor Cain opened the Public Hearing at 7:23P.M.

Building Official Shelby Araujo said the background information is that the owner is requesting that the lot be re-platted to sell lot 2 and lot 3 as residential properties and keep lot 1 to adjoin with the current 3 acre home site. She said the property is located in the City's ETJ and was approved by the Planning and Zoning Commission on May 28, 2024. Ms. Araujo said staff recommendation is to approve the replat.

Interim City Attorney David Olson asked if they met all the subdivision rules? Building Official Shelby Araujo said yes.

Mayor Cain closed the Public Hearing at 7:25P.M.

A motion was made by Councilman Matamoros to approve Plat of Skinny Water subdivision a replat of a 2.0 acre tract of land out of the common area and all of lots one(1),two(2),three(3),four(4),five(5),six(6),seven(7)and ten(10)in block five(5) of Bastrop Beach subdivision, a subdivision in Brazoria County, Texas according to the map or plat recorded in volume 3,pages 97 thru 98 of the plat records of Brazoria County, Texas and being a portion of a called 8.50 acre tract of land conveyed to Davy and Shannon Roberts recorded under Brazoria County clerk's file no.2007-048878, all being out of the S.F. Austin survey, abstract no.36,Brazoria County, Texas, seconded by Councilman Davis with all present voting "Aye" 5-0. The Council unanimously approved the motion.

Public Hearing; Public Hearing for possible action on Rivera Subdivision a subdivision of 8.261 acres being 4 lots, 1 block out of lots 2, 3 and 4 of Bastrop Estates as recorded in volume 18, pages 255-256 of the Brazoria County plat records in the Stephen f. Austin survey abstract 30 Brazoria County, Texas.

Mayor Cain opened the Public Hearing at 7:26P.M.

Building Official Shelby Araujo said the owner is requesting that the lot be re-platted to divide 8 acres into 4 lots. She said the property is located in the City's ETJ and was approved by the Planning and Zoning Commission on May 28, 2024. She said staff recommends the Council approve the replat.

Interim City Attorney David Olson asked if they met all of the subdivision ordinance rules? Building Official Shelby Araujo said yes.

Mayor Cain closed the Public Hearing at 7:27P.M.

A motion was made by Councilman Matamoros to approve Rivera Subdivision a subdivision of 8.261 acres being 4 lots, 1 block out of lots 2, 3 and 4 of Bastrop Estates as recorded in volume 18, pages 255-256 of the Brazoria County plat records in the Stephen f. Austin survey abstract 30 Brazoria County, Texas, seconded by Councilman Rossow with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

WORK SESSION:

The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-F below, an item appearing on the City Council agenda for this meeting, on matters related to community events, or on matters that are not within the jurisdiction of the City for consideration by City Council. The City Council may not deliberate on any City matters not specifically disclosed under this Work Session or on this posted City Council Meeting agenda. City Council members and the Mayor always reserve the right to request that a matter be placed on a future agenda for consideration.

Councilman Pena Ward A announcements and comments.

Councilman Pena thanked everybody for coming out this evening and for any of those that tuned in tonight. He said he just wanted to make sure that they take a moment of silence for Captain Gilchrist. He thanked Mayor Cain for reaching out to him at the moment of his passing and his heart and prayers are with his family. He said he also wanted to thank all the residents who have gone up to him asking him for a hat for their children at the various events. Councilman Pena said he is asked why he wears it, and he tells them that it stands for accountability, transparency, and a duty to the public. He said with that, he was taking a count of all those who are interested in receiving a captain's hat. He said he would also like to see a show of hands of who would like one and for all those at home, everybody is raising their hands but it can not be seen on camera. He said that was a joke. He said, but for those who would actually like a hat, feel free to reach out to him at their convenience. He said another thing he would like to bring up is that if anybody cares to pray or say a pledge of allegiance with him, to feel free to call him. Councilman Pena said he will continue to exercise his first amendment right to pray in private and express his patriotism in every way available to every American and if anybody would like to create a silly rule violating his first amendment rights, please know they will be violating the Constitution and any law or rules they can imagine and would lose in court. He said it had been requested of him to present there tonight for the public release of any and all reports regarding the Braztex investigation. He said since the lawsuit had been withdrawn, and there is no longer any reason not to release it to the public.

Councilman Davis Ward B announcements and comments.

Councilman Davis thanked all for coming out, and it was nice to see the attendance there was. He said he is excited about what is about to happen there in the council and the city this year. He said he would like for the whole room to be filled at council meetings and would need a bigger room. He said because we have to come

together as citizens, city, and a board in order to make the best things happen for the City Of Freeport. Councilman Davis said there was a citizen that had a question last week and when he goes up there and stated his concerns or opinion, there was no response. He asked how do they deal with this? Councilman Davis said well when he went to the council meetings he had that same question. He said he was going to get with Mr. Petty, Attorney, and Mayor to try to start some type of town meeting to where they can be transparent with each other and meet up at a different location and try to express concerns and get some feedback on any questions that were brought there, or any questions that are taken to that meeting. He said they would be written down and if he does not know the answer, they would go back and get it. Councilman Davis said at the next meeting we will be more transparent with the answers. He said hopefully that will bring us closer together and let understand that everyone's voice does count. He said his business cards would be ready today, and he is going to start passing them out, so people can get in touch with him and will try to find a way to get the word out and get the place where they can meet up and start doing things like that.

Councilman Matamoros Ward C announcements and comments.

Councilman Matamoros said he would like to give his condolences to Captain Gilchrist and his family. He said the city lost a gentleman who gave his heart and soul to the city. He said he will be missed within the department and within the city. He said he would like to thank all those residents and visitors who attended in person and viewed online and the same residents who spoke in citizens' comments and agenda items. He said he only had one thing that he needed to bring to the city managers' attention. He said there are some streetlights that residents have called about to Centerpoint about a month and a half ago, and they have not been looked at. He said they are on Avenue G, and he does have the numbers that are on the polls, which are 734,302,734303. He said there is one that had three numbers that have just faded because it is an old poll, and it starts with a 31 and then has a space, then a 2, and it is a wooden poll, and it is about three polls down from the last one going to the west portion of Avenue G. He said if Centerpoint can look into those and then any other residents who live within Ward C or even within the city that notice there are lights out he said to please let him know, so they can put more pressure on Centerpoint to have those lights repaired. He said this was brought up because there were a couple of burglaries and vehicles in that block. He said he talked to a law enforcement officer who was patrolling at that time, and she did look into it afterward, and they did a little bit more patrolling because the lights were out. He asked if it could be looked at and taken care of.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow thanked all for attending and all the ones on the web. He said today he was driving down the Gulf Boulevard and the lights were flashing for the school he drove up to an officer, and he asked the officer if he knew that school was out, and he said he did. Councilman Rossow said everyone was going 20 miles an hour and the officer said as long as those lights are flashing the officer can give a ticket. Councilman Rossow said he would like for the PD department to look at the time period from 3:00 to 4:30 and if any tickets were given out, those need to be addressed. Police Chief Jennifer Howell said it was due to summer school. Councilman Rossow said the officer did say that, but he does not think there were any cars in the parking lot and, so if there are no cars in the parking lot, then that means there are no teachers there. He said the fifth graders can not drive. He said they can not drive but are not supposed to be driving. He said he knew when he was in the fifth grade he was driving. Chief Howell said she would get with the school and check on that. He said the other thing he is so impressed with is the drainage, especially over there at Velasco Boulevard and Gulf Boulevard, and when it rains like it did and has been raining for probably two years it was flooded and the same thing at the Gulf Boulevard and Brazosport Boulevard, and he tips his hat to whoever is in charge or whoever is doing it. Councilman Rossow said he wants to give Lance the kudos and there is not a drainage problem like there was and that is a real blessing. He said he is so excited he loves chicken, and he is excited to see Church's is coming. He said he is also looking forward to the Fishing Fiesta. He said he does not know the numbers to take a kid fishing but it was successful according to the paper and he is so grateful that that event happens in Freeport once a year. He said there are people from all over the place to bring their kids down here to fish. He said he is excited about the things that are going on in Freeport. Councilman Rossow said he looks forward to all the exciting housing, parks, new equipment, and drainage all that makes up a City. He loves this City, and he thanked the citizens for being who they are as citizens of Freeport.

Mayor Jerry Cain announcements and comments.

Mayor Cain said he would like to thank everybody that attended the meeting and those that are watching on the worldwide web. He said he wants to send his condolences to officer Gillchriest and his family. He said we lost a gem. He said he encourages the citizens of Freeport to continue to pray for his family and give them the ability to heal in this time.

City Manager Lance Petty announcements and comments.

City Manager Lance Petty said for the Council to be on the lookout for budget calendars. He said those should be out this week to be able to start the budget process for this year. He said we would have a few special meetings for department head presentations.

CLOSED SESSION:

Executive Session regarding a.) (Consultation with Attorney) 1.) Update on investigation of City Hall renovation, 200 West 2nd Street, pursuant to Section 551.071. b.) (Deliberations about Real Property) 1.) Discuss Freeport 19 LLC, Maddox Properties 2.) Discuss City Hall, 200 West 2nd Street pursuant to Section 551.072.

The regular session closed at 7:41P.M. and Council entered into Executive Session.

COUNCIL BUSINESS – REGULAR SESSION:

Take any action resulting from Executive Session.

Executive Session ended at 8:29P.M. and Council entered back into regular session.

There was no action from Executive Session.

ADJOURNMENT:

Adjourn

A motion was made by Councilman Matamoros to adjourn, seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Pena was not present for this motion.

Mayor Cain adjourned the meeting at 8:30P.M.

Jerry Cain, Mayor

Clarisa Molina, City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Friday, June 7, 2024 at 6:00 PM at the Freeport, Police Department, Municipal Court Room, 430 North Brazosport Boulevard Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Jerry Cain
Councilman Jeff Pena- Absent
Councilman Jarvis Davis
Councilman George Matamoros
Councilman Winston Rossow

Staff: Lance Petty, City Manager
Clarisa Molina, City Secretary
Toby Cohen, IT Manager
Crystal Ruiz, Executive Administrative Assistant

Visitors:

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER:

Mayor Cain called the meeting to order at 6:00P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge of Allegiance was led by Councilman Rossow.

CITIZENS' COMMENTS:

COUNCIL BUSINESS – REGULAR SESSION:

Consideration and possible action approving the EDC Parks Improvements Project in the amount of \$249,789.85.

City Manager Lance Petty said in conjunction with the City the EDC has identified the Freeport Parks Improvement project as an economic development and quality of life project and would like to consider for funding in the 2023-2024 fiscal year. Mr. Petty said because of its nature, it is required to have City Council approval following two readings. He said the estimated cost of the park improvements is \$249,789.85. Mr. Petty said at the meeting held on May 14th, the EDC voted unanimously to support the Freeport Parks Improvement project by contributing \$249,789.85. Mr. Petty said throughout the year Mr. Johnson and himself went around to the stakeholders and did presentations to them to get funding for this. Mr. Petty said Phillips 66 sponsored \$50,000 towards this project so that came off of that. Mr. Petty said they will also be looking for a Phase 2 towards the parks project that will start pursuing in the near future but all the equipment

is ready to roll and will be shipped out Monday or Tuesday and the installers will be here June 17th to start installing all the new park equipment.

A motion was made by Councilman Matamoros to approve the EDC Parks Improvements Project in the amount of \$249,789.85, seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion.

Mayor Cain thanked Councilman Matamoros for spearheading this project.

ADJOURNMENT:

Adjourn

A motion was made by Councilman Matamoros to adjourn the meeting, seconded by Councilman Rossow with all present and voting "Aye" 4-0. Mayor Cain adjourned the meeting at 6:04P.M.

Jerry Cain, Mayor

Clarisa Molina, City Secretary



City Council Agenda Item #5.

Title: Consideration and possible action approving Resolution No. 2024-2866 for the appointment of the alternate position on the Board of Adjustment.

Date: June 17, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends appointing an alternate member to the Board of Adjustments.

Item Summary: The Board of Adjustment has an alternate position available. The alternate position for Urbano Gomez expired May 31, 2024.

Background Information: The city board of adjustments shall have jurisdiction to hear all matters and make all findings regarding this article. The board is empowered for purposes of this article to enforce city regulations:

- (1) For the preservation of public safety, relating to the materials used to construct a building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, entrances or exits;
- (2) Relating to the fire safety of a building or improvement, including provisions relating to materials, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fire, or location, design, or width of entrances or exits;
- (3) Relating to dangerously damaged or deteriorated buildings or improvements; or
- (4) Relating to conditions caused by accumulations of refuse, vegetation, junk vehicles and or other matter that creates breeding and living space for insects and rodents.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Board of Adjustment Resolution alternate 2024

RESOLUTION NO. 2024-2866

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPOINTING QUALIFIED PERSON TO THE BOARD OF ADJUSTMENTS OF THE CITY TO FULFILL TWO-YEAR TERMS; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office has expired for the Freeport Board of Adjustments member URBANO GOMEZ (ALTERNATE) named member of the Board of Adjustment of the City of Freeport, Texas (“the City”) has expired, of the appointed term;

WHEREAS, according to City Ordinance the city council of the City shall appoint five (5) board members and two (2) alternates to serve on the Board, each for a two-year term; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person to fill the vacant or expired positions on the board for two (2) year terms, said appointments as members of said board.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Adjustments of the City to fulfill the remaining term(s) as appointed, to wit:

Name 1. _____ Term expiration 5/31/2026 (ALT)

SECTION TWO (2): DUTIES

The above-named appointees shall perform all of the duties imposed on members of the Board of Adjustment of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2024.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST: _____
Clarisa Molina, City Secretary
City of Freeport, Texas



City Council Agenda Item #6.

Title: Discussion and possible action of agreed sale price for parcel one and parcel two for \$71,600.00 for Lucy Ware.

Date: June 17, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff does not recommend any action from discussion

Item Summary: Ms. Lucy Ware contacted requesting to be included on the December 18th agenda to discuss the agreed sale price of property

Background Information: On July 12, 2022, the Freeport City Council and Ms. Lucy Ware agreed upon the sale price of \$71,600.00 for Ms. Ware to construct a residential home. Ms. Ware requested to address the Council about a reduction in price. Discussion of property is, Parcel One: .1070 acre of land more or less, out of closed Front Street and part of tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas. Parcel Two: .24252 acre land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of applicants' property in Brazoria County, Texas.

Special Considerations: None

Financial Impact: None

Board or 3rd Party Recommendation: None

Supporting Documentation:

1. Freeport offer to sell letter (Ware)
2. Resolution - Ware Sale docx
3. ORDINANCE ROW
4. Survey of River Tracts 2 & 3 for wares
5. scan@birdsongrealtors.com_20230926_155021
6. DivisionStreet 0-284+ ac

7. Coleman appraisal of .1070 acre Levy property at 2 N. Front street
8. Coloman appraisal of .24252 acre Division Street ROW
9. Deed

DUNCAN LAW FIRM
ATTORNEY & COUNSELOR AT LAW

P.O. BOX 2017
ANGLETON, TEXAS 77516
TELEPHONE: (979) 849-9944
CHRISDUNC@GMAIL.COM

July 12, 2022

Aaron and Lucy Ware

RE: Offer by City of Freeport to sell two (2) parcels of property.

Mr. and Mrs. Ware:

I am following up regarding the motion passed by Freeport City Council last night to sell you two (2) parcels of property owned by the City. Specifically, the City Council has authorized me to make the following offer of sell to you (hereafter referred to as "Buyer"):

PROPERTY

PARCEL ONE:

.1070 acre of land more or less, out of Closed Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

PARCEL TWO:

.24252 acre of land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of Applicant's property in Brazoria County, Texas

PRICE

Seventy-one thousand, six hundred and 00/100 Dollars (\$71,600.00). Payable at closing.

SPECIAL CONDITIONS OF SALE

1. Buyer must build a house on either the property currently owned at 2 Front Street, Freeport, Texas (the property abutting Parcel One) or on Parcel Two within 3 years of the date of closing;
2. Buyer cannot sale or in any way transfer ownership in Parcel Two without first providing the City of Freeport the right of first refusal to buy back Parcel Two for the original purchase price (appraised value) of \$48,300.
3. If Buyer fails to build a house on either property within 3 years, the City of Freeport shall have the absolute right to buy back both parcels for the original purchase price of \$71,600.

4. If Buyer replats the two parcels into the same lot, and fails to build a house on the property within 3 years, the City of Freeport shall have the absolute right to buy back the re-platted lot including both parcels and any other property combined in that re-platted lot for the original purchase price of \$71,600.
5. Buyer shall execute within 30 days of demand, all documents required by the City of Freeport to execute its rights of repurchase set forth above. Should Buyer be unable or unwilling to execute the necessary documents, Buyer consents to a declaration of title by a state district court in Brazoria County, Texas.

CLOSING:

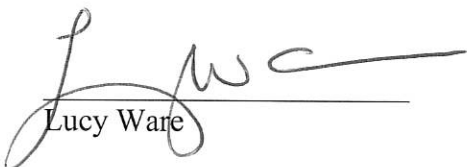
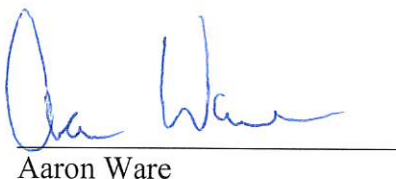
1. The parties agree to execute a standard third-party financing TREC sales contract containing the above terms of sale, and requiring closing within 60 days of execution;
2. Subsequent to the execution of the sales contract, the City of Freeport shall pass the requisite Resolution and Ordinance to effect the sale;
3. The City of Freeport shall prepare two special warranty deeds in the form acceptable to the City;
4. The closing may be made at the title company of Buyer's choice, however, any title policy shall be paid for at Buyer's expense;
5. The City shall not pay any commissions nor any costs of closing.

Sincerely,



Christopher Duncan

ACCEPTED:


Lucy Ware
Aaron Ware

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A DEED TO CONVEY REAL PROPERTY TO LUCY WARE, WITH A REQUIREMENT TO BUILD A HOME ON SAID PROPERTY WITHIN 3 YEARS AND CONTAINING A REVERTER CLAUSE.

WHEREAS, the City of Freeport, Texas is a home rule municipality; and

WHEREAS, Lucy Ware owns real property located at 2 Front Street, Freeport, Texas; and

WHEREAS, Lucy Ware seek to purchase property fronting the Old Brazos River, adjacent to her property and owned by the City of Freeport, Texas, said property identified as:

.1070 acres of land more or less, out of Closed Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

; and,

WHEREAS, Lucy Ware seeks to develop the above property to build a residential home and

WHEREAS, the City Council finds that the waterfront property owned by the city is not accessible or developable by any other property owners, and that development by Lucy Ware will produce future tax revenue to the City; and.

WHEREAS, attached to this Resolution and incorporated herein are property descriptions of the land owned by Lucy Ware, the land owned by the City of Freeport being sold by this resolution, and an independent fair market value appraisal by a certified appraiser.

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

SECTION 1. FINDINGS. The City Council of the City hereby finds as true, the statements contained in the preamble set forth above.

SECTION 2. AUTHORIZATION TO TRANSFER. The Mayor of the City is hereby authorized to execute a deed without warranty of the subject property to Lucy Ware upon payment of the fair market value of \$23,300, said deed requiring that Lucy Ware build a residential home on said lot within 3 years and containing a reversion clause activated upon failure to comply with such requirement.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; VACATING, ABANDONING AND CLOSING THE PORTION OF THE DEDICATED STREET IN THE VELASCO TOWNSITE WITHIN SAID CITY, IN BRAZORIA COUNTY, TEXAS, KNOWN AS THE EAST ONE-HALF OF THE DIVISION STREET RIGHT-OF-WAY, HEREIN DESCRIBED; RESERVING ALL NECESSARY EASEMENTS FOR MAINTAINING AND UTILIZING UTILITIES, WATER LINES, CABLES, AND POLES WITHIN SUCH PORTION OF SAID STREET THEREBY VACATED, ABANDONED AND CLOSED WHICH ARE PRESENTLY IN USE OR THAT MAY BE REQUIRED IN THE FUTURE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY, CONVEYING, SUBJECT TO SUCH RESERVATION, AND TO THE REVERTER CLAUSE THERIN AND HEREIN DESCRIBED, SUCH PORTION OF SUCH PUBLIC STREET THEREBY VACATED, ABANDONED AND CLOSED TO LUCY WARE, THE ABUTTING PROPERTY OWNER, FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO IN ACCORDANCE WITH SECTION 272.001 OF THE LOCAL GOVERNMENT CODE AND THE REIMBURSEMENT OF THE CITY BY SAID OWNER FOR CERTAIN FEES THEREIN SPECIFIED; FINDING THAT THE VACATING, ABANDONING AND CLOSING OF SUCH PORTION OF SUCH PUBLIC STREET IS IN THE PUBLIC INTEREST AND THAT IT WILL BENEFIT THE PUBLIC; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, LUCY WARE, hereinafter "the Applicant," is the owner of property abutting upon the .24252 acre of land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of Applicant's property in Brazoria County, Texas; and,

WHEREAS, said street is a dedicated as a public street on the map or plat of the Velasco Townsite on file in the office of the County Clerk of Brazoria County, Texas, and said townsite is now within the corporate limits of the City of Freeport; and,

WHEREAS, the Applicant has petitioned the City Council of the City of Freeport to vacate, abandon and close the hereinabove described portion of said street and to convey the City's interest in the same to Applicant; and,

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

WHEREAS, Sections 311.002(a) (2) and 311.008 of the Transportation Code and Sections 2.01 and 2.03 and Item (p) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street would not deny access to a public street from any other property within the City of Freeport; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street would be in the public interest and would benefit the public by allowing the improvement of such property, placing such property on the tax roll of the City and eliminating the obligation of the City to maintain the same; and,

WHEREAS, an appraisal of such portion of said street has been obtained in order to determine the fair market value thereof, a copy of such appraisal marked Exhibit "A" being attached hereto and incorporated herein by reference, and the City Council of the City of Freeport finds that, pursuant to Section 272.001 of the Local Government Code, such appraisal is conclusive of the fair market value thereof; and,

WHEREAS, the City has incurred expenses consisting of an appraiser's fee for such appraisal for which the City should be reimbursed by the Applicant.

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

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

Second, the **.24252 acre** of land more or less known as a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, adjacent to the eastern boundary line of Applicant Abstract 99, in Brazoria County, Texas and East of the centerline of the Division Street right-of-way, is hereby declared to be vacated, abandoned and closed as a public right-of-way. Provided, however, the City of Freeport hereby reserves all necessary easements for maintaining and utilizing all utilities, water lines, cables, and poles presently in use or that may be required in the future. Provided further, with the consent of the City Manager and the appropriate official of all affected utility companies, the easement reserved herein may be released by the Mayor, if all lines, cables, poles and mains are relocated to another duly established easement at the expense of the Applicant.

Third, upon the payment by the Applicant to the City of Forty-Eight Thousand Three Hundred Dollars (\$48,300) the fair market value of such portion of said public street as determined by such appraisal and upon reimbursement of the City by the Applicant for the above mentioned appraiser's fee, the Mayor is hereby authorized to execute and acknowledge and the City Secretary to attest a Deed without Warranty conveying the City's interest in above described portion of the Division Street right-of-way to Applicant, his, her or its heirs or successors and assigns, forever, but reserving therein on behalf of the City an easement for all necessary utilities, water lines, cables, and poles presently in use or that may be required in the future as the City may determine in the exercise of its sole discretion and the condition that Grantee will construct on the property a house in compliance with all applicable building codes and acceptable to the City's Building Official to be completed within 3 years of the date of the deed.

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

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

READ, PASSED AND ADOPTED this _____ day of _____ 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

Subject to the zoning & building ordinances now in force in the City of Freeport, Tx. *Blue Line setbacks
There are no other visible or apparent pipeline easements affecting the limits of this property

(NXX) indicates record plat calls and dimensions CLERKS FILE NO. 2014-00210 HELD FOR REFERENCE BEARING BASIS OF THIS SURVEY
(OXX) indicates record plat calls and dimensions VOLUME 32, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY

M indicates field measured calls and dimensions

- ◆ State of Texas
- ◆ County of Brazoria

SURVEY PLAT OF

TRACT 1- LOTS ONE (01) TWO (02) BLOCK ONE (01) OF VELASCO TOWNSITE, FREEPORT, BRAZORIA COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY AND IN COUNTY CLERK FILE NO. 2000-02694 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

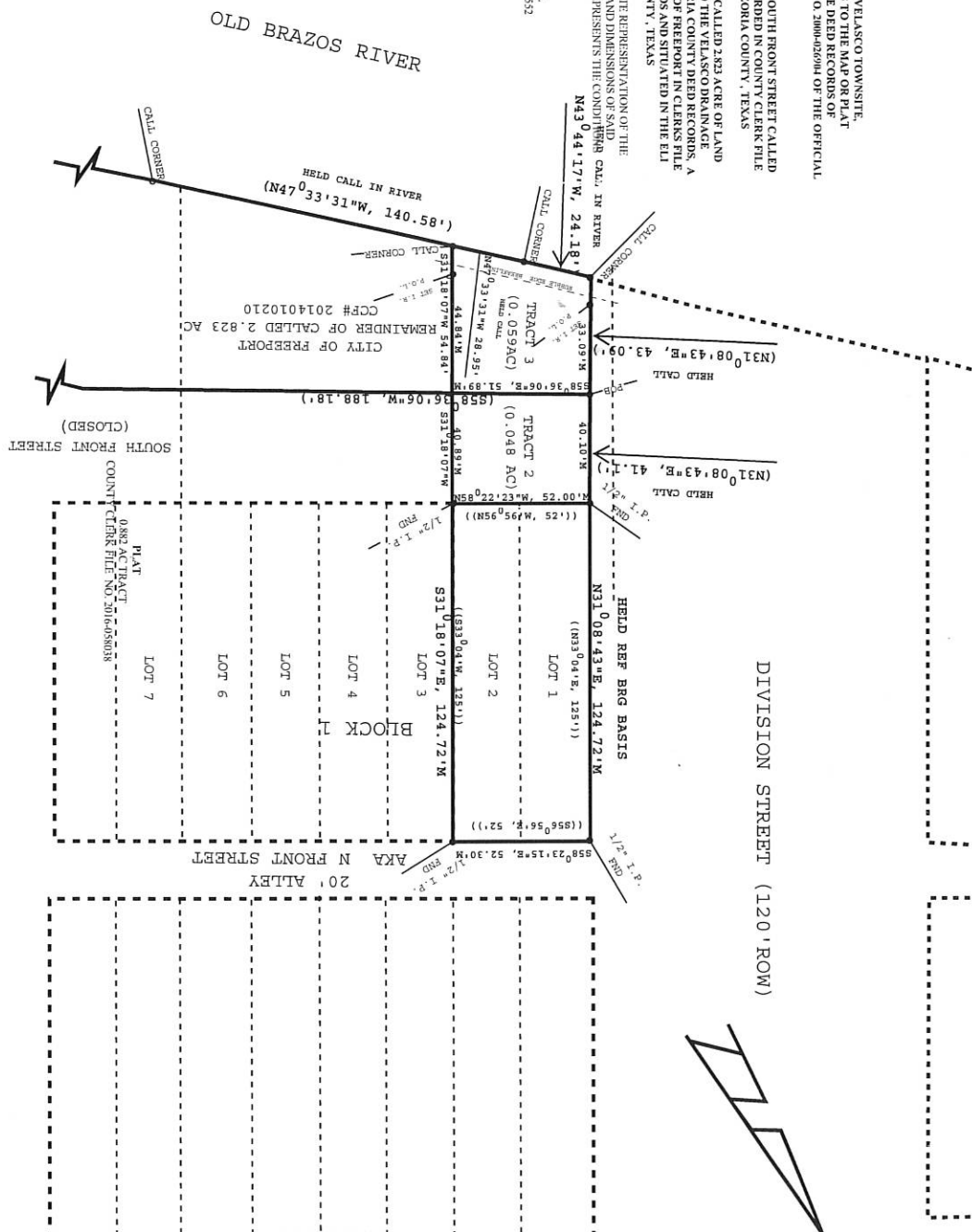
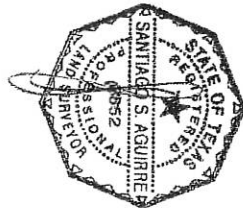
TRACT 2- A 210.51 S.E. 0608 AC PORTION OUT OF SOUTH FRONT STREET CALLED CLOSED IN A PLAT OF A 0.882 TRACT OF LAND RECORDED IN COUNTY CLERK FILE NO. 2006-05803 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

TRACT 3- A 257.15 S.E. 0659 AC PORTION OUT OF A CALLED 263 ACRE OF LAND OUT OF A CALLED 12.83 ACRE TRACT CONVEYED TO THE VELASCO DRAINAGE DISTRICT IN VOLUME 363 PAGE 15 OF THE BRAZORIA COUNTY DEED RECORDS, A PORTION OF WHICH WAS CONVEYED TO THE CITY OF FREEPORT IN CLERKS FILE NO. 2014-00210 OF THE BRAZORIA COUNTY DEED RECORDS AS INDICATED IN THE ELI MITCHELL SURVEY, ABSTRACT 79, BRAZORIA COUNTY, TEXAS

THE PLAT HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT AND REPRESENTS THE CONDITION FOUND IN THE FIELD AS OF THIS DATE.

DATE: JUNE 11, 2021
S.S. AGUIRRE, REGISTERED PROFESSIONAL LAND SURVEYOR, TX. NO. 2552

6401-291 FLETCHER CT
LAKE JACKSON, TEXAS
979-482-3529



**UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are City Of Freeport (Seller) and Lucy Ware, Aaron Ware (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot _____, Block _____, Addition _____, City of Freeport, County of Brazoria, Texas, known as 77541 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing. \$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ 71,600.00
- C. Sales Price (Sum of A and B) \$ 71,600.00

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☐ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Stewart Title (Escrow Agent) at 190 Abner Jackson Pkwy #100, Lake Jackson, Tx 77541 (address): \$ _____ as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

TXR-1607

Initialed for identification by Buyer AW AW and Seller _____

TREC NO. 9-16

- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Stewart Title

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☒ (i) will not be amended or deleted from the title policy; or

☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property) _____

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☐ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Lucy Ware hold a Texas Real Estate License.

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before October 30, 2023, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney. _____)

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

(Address of Property)

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 344 Timbercreek Drive

To Seller at: _____

Lake Jackson, TX 77566

Phone: _____

Phone: _____

E-mail/Fax: lucy@birdsongrealtors.com

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☒ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☒ Other (list): EXHIBIT A
- _____
- _____
- _____
- _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: _____

Phone: _____

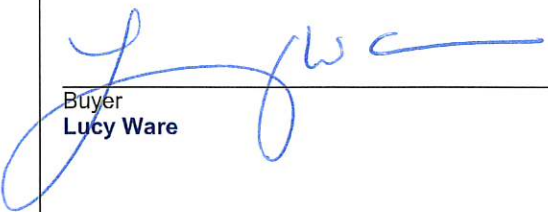
Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)



Buyer
Lucy Ware

Seller
City Of Freeport



Buyer
Aaron Ware

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-16. This form replaces TREC NO. 9-15.

BROKER INFORMATION

(Print name(s) only. Do not sign)

Birdsong Real Estate**9005957**

Other Broker Firm

License No.

Listing Broker Firm

License No.

represents

☐ Buyer only as Buyer's agent

represents

☐ Seller and Buyer as an intermediary☐ Seller as Listing Broker's subagent☐ Seller only as Seller's agent**LUCY WARE****459855**

Associate's Name

License No.

Listing Associate's Name

License No.

Team Name

Team Name

Lucy@BirdsongRealtors.com**(979)292-9308**

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

Ryan Birdsong**522256**

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

232 Plantation Drive**(979)292-9308**

Other Broker's Address

Phone

Listing Broker's Office Address

Phone

Lake Jackson**Tx****77566**

City

State

Zip

City

State

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent **Stewart Title** _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

**THIRD PARTY FINANCING ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

Freeport

(Street Address and City)

1. **TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

☒ A. **CONVENTIONAL FINANCING:**

☒ (1) A first mortgage loan in the principal amount of \$ 71,600.00 (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ (2) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ B. **TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

☐ C. **FHA INSURED FINANCING:** A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ D. **VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ E. **USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ F. **REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ _____ (excluding any financed PMI premium or other costs), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan. The reverse mortgage loan ☐ will ☐ will not be an FHA insured loan.

☐ G. **OTHER FINANCING:** A loan not of a type described above from _____ (name of lender) in the principal amount of \$ _____ due in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges not to exceed _____ % of the loan. Buyer ☐ does ☐ does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.

2. **APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

TXR-1901

Initialed for identification by Buyer JP AN and Seller _____

TREC NO. 40-10

(Address of Property)

A. BUYER APPROVAL (Check one box only):

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 30 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

B. PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer, not later than 3 days before the Closing Date, may terminate this contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

3. **SECURITY:** If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. **FHA/VA REQUIRED PROVISION:** If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirements in 2.B. does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. **AUTHORIZATION TO RELEASE INFORMATION:**

A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

Buyer Lucy WareSeller City Of FreeportBuyer Aaron Ware

Seller _____



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-10. This form replaces TREC No. 40-9.



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

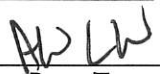
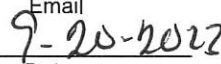
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Birdsong Real Estate	9005957	info@birdsongrealtors.com	(979)297-4200
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Ryan Birdsong	522256	lucy@birdsongrealestate.com	(979)297-4200
Designated Broker of Firm	License No.	Email	Phone
Ryan Birdsong	522256	info@BirdsongRealtors.com	(979)297-4200
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Lucy Ware	459855	lucy@birdsongrealtors.com	979-292-9308
Sales Agent/Associate's Name	License No.	Email	Phone
			
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission
TXR-2501

Birdsong Realtors, 232 Plantation Dr Lake Jackson TX 77566
Lucy Ware

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 979-292-9308 Fax: 979-297-9059
www.lwolf.com

Information available at www.trec.texas.gov

IABS 1-0 Date

0 Front and

PROPERTY

PARCEL ONE:

.1070 acre of land more or less, out of Closed Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

PARCEL TWO:

.24252 acre of land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of Applicant's property in Brazoria County, Texas

PRICE

Seventy-one thousand, six hundred and 00/100 Dollars (\$71,600.00). Payable at closing.

NOTES:

- 1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 27).
- 2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
- 3. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY, THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREON.

GERARDO MEJIA
CALLED 0.42 ACRE
16-029300 B.C.O.R.

JAY MEJIA
(CALLED 50'x174.35' TRACT)
18-041524 B.C.O.R.

SUBJECT
0.284 ACRE

BLOCK 1
VELASCO TOWNSITE
VOLUME 32, PAGE 14 B.C.D.R.

FRONT STREET

OLD BRAZOS RIVER

MEAN HIGHER HIGH WATER

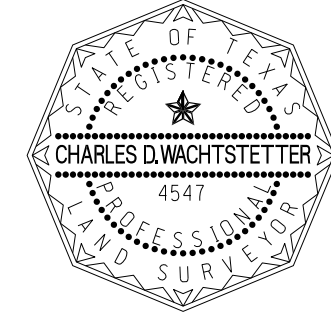
VELASCO DRAINAGE DISTRICT
RESIDUAL OF A CALLED 12.83 ACRES
VOLUME 363, PAGE 155 B.C.D.R.

BRAZOSPORT WATER AUTHORITY
0.015 ACRE EASEMENT

CITY OF FREEPORT
CALLED 2.823 ACRES
14-020712 B.C.O.R.

SURVEY PLAT
OF
0.284 ACRE

OUT OF THE
DIVISION STREET
RIGHT-OF-WAY
IN THE
VELASCO TOWNSITE
RECORDED IN
VOLUME 32, PAGE 14
OF THE
BRAZORIA COUNTY PLAT RECORDS
IN THE
ELI MITCHELL SURVEY
ABSTRACT 99
CITY OF FREEPORT
BRAZORIA COUNTY, TEXAS
FOR
THE CITY OF FREEPORT

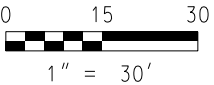


Charles D. Wachtstetter
CHARLES D. WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4547

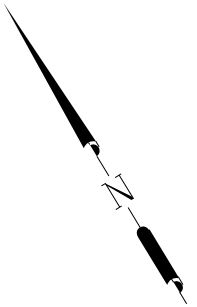


Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.: 10024500

SURVEYED:	3-25-22	BOOK:	FREEPORT VOL. 15	PROJ. NO:	14103-22-01
DRAWN BY:	3-25-22	CHECKED:		REVISED:	NONE



- LEGEND
- FOUND PIPE/IRON ROD
 - SET 5/8" IRON ROD
 - ⦿ POWER POLE
 - OH— OVERHEAD WIRE
 - TELEPHONE PEDESTAL



ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

WILLIAM E. COLEMAN, SRA
TEXAS APPRAISER LICENSE
NUMBER TX-1360034 R

March 2, 2022

Mr. Tim Kelty, City Manager
City of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

APPRAISAL:

Off Division St. R-O-W
Ware Purchase
Freeport, Texas 77541

.....\$800.00

Thank you.


Barry Coleman

APPRAISAL OF:

**0.1070 Acres off North Front Street
Freeport, Texas 77541**

FOR:

**Mr. Tim Kelty, City Manager
City of Freeport
200 West 2nd Street #232
Freeport, Texas 77541**

AS OF:

February 13, 2022

BY:

**ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD
ANGLETON, TEXAS 77515**

ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

RONALD W. BARKER
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1327929-G

WILLIAM E. COLEMAN
TEXAS APPRAISER LICENSE
NUMBER - TX-1360034-R

March 2, 2022

Mr. Tim Kelty, City Manager
City Of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

Dear Mr. Kelty,

Pursuant to your request, we have this date completed an appraisal of the property located off North Front Street, Freeport, Texas, legally described as:

.1070 acres of land more or less, out of Closed South Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

This parcel is valued as landlocked, with no access to a public street or alley, and is considered best use for assemblage purposes.

The purpose of this letter is to estimate the market value of the fee simple estate of the subject property, as is, as of February 13, 2022.

As presented in FIRREA 12 CFR Part 34, Market Value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised and each acting in what he considers his own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;

- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

It is our opinion, based on inspection and analysis, subject to contingent and limiting conditions, that that the subject property has a market value of:

TWENTY THREE THOUSAND THREE HUNDRED DOLLARS
(\$23,300.00)

Your attention is directed to the narrative report containing pertinent facts, analysis and conclusions pertaining to the subject property and final estimate of value.

This appraisal has been prepared in accordance with and conforms to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

Thank you for the opportunity of serving you in regard to this matter.

Respectfully submitted,



Barry A. Coleman
Texas Appraiser Certification
License # TX-1324203-G

TYPE OF REPORT

This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice, a written report intended to comply with requirements as set out in Standards Rule 2-2(b), of The Uniform Standards of Professional Appraisal Practice.

CLIENT AUTHORIZATION / CLIENT IDENTITY

SR 1-2 (2); 2-2(I)

The client ordering this appraisal report is Mr. Tim Kelty, City Manager, City of Freeport, Texas. This report is the sole property of the client or persons specifically authorized by the client, and any other reader is considered an unintended user.

INTENDED USE OF THE APPRAISAL

Based on communication with the client at the time of the assignment, the intended use of this report is to assist the client in determining market value for marketing procedures.

SCOPE OF WORK

The scope of the appraisal report involved inspection, analysis and data collection to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation authorized by Congress as the source of Appraisal Standards and Appraiser Qualifications, effective April 27, 1987. It is the intent of this report to conform with all requirements as set out by FIRREA (The Financial Institutions Reform, Recovery and Enforcement Act).

Physical inspection of the subject property was made by the appraiser. The physical inspection included photographing the site. **The subject site lies along the Brazos River Channel waterfront; however, per Clients Instructions, it is valued as if it does not have any public access.**

The neighborhood was physically inspected and analyzed for physical characteristics, amenities, land uses and market trends in an effort to assist the appraisers in determining highest and best use of the subject property and the collection of sales data.

The neighborhood or subject market area was researched in an effort to obtain the most recent and similar land sales, improved sales and market rentals. This process involved researching County Plat and Deed records, area multiple listing services, appraiser files and inquiries with area brokers and others active in the real estate industry. Every effort has been made to confirm sales and rental data for accuracy. Sales data selection included factors such as date of sale, size, location and physical characteristics. The appraiser signing this report collected and analyzed the sales and the rentals utilized in the appraisal and applied all applicable approaches.

As required by Standard 2-2(b), omission of any approach to value, for any specific reason, is explained in the appraisal process herein.

PURPOSE OF THE ASSIGNMENT

The purpose of this report is to develop an opinion of market value of the subject property, as is, as of the effective date of appraisal. A current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the United State of America is as follows.

“The most probable price which a property should being in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

EFFECTIVE DATE OF THE APPRAISAL

SR 1-2 (d); 2-2(vi)

The effective date of appraisal is the date which the value opinion applies and is generally the date of inspection. The effective date of this report is February 13, 2022.

DATE OF THE REPORT

The date of the report is generally the date of the transmittal letter. The date of this report is March 2, 2022.

PROPERTY INTEREST APPRAISED

SR 1-2 (e) (iii)

The subject property is appraised as fee simple estate, or complete ownership, with all the bundle of rights, without regard to liens or encumbrances, as a whole and subject to any easements, reservations or restrictions of record. Any non real estate items included in the valuation herein, such as machinery, furnishings, fixtures or equipment will be set out and described in the improvement analysis and valued in the cost section of this report.

LEGAL DESCRIPTION

SR 2-2a (iii)

.1070 acres of land more or less, out of Closed South Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

OWNERSHIP

Title to the subject property is held in the name of City of Freeport, as filed and recorded in the Official Records of Brazoria County, Texas.

HISTORY OF OWNERSHIP / SALES HISTORY / CURRENT AGREEMENTS

The subject property's ownership has been vested, as shown above, for many years. No sales history or current agreements are noted.

TAX INFORMATION

The property is not subject to taxation, as a publicly owned tract of land; however, it is appraised and lies within the following taxing entities, as follows:

County of Brazoria
Brazosport Independent School District
City of Freeport
Velasco Drainage District
Brazos River Harbor Navigation District – Port of Freeport
Brazosport College District

The assessed value placed on the subject property, account number #655270, by the Brazoria County Appraisal District for taxing purposes, is \$64,390.00. The total rate is calculated to be \$2.598124 per hundred. The site valued herein, is part of a larger parcel found under this taxing account number, and is not valued individually.

EXPOSURE TIME

Assuming adequate exposure and normal marketing efforts, the estimated exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded to in this analysis as of the date of this valuation) would have been within about 3-12 months.

EXTRAORDINARY ASSUMPTIONS

As of the effective date of this report, the appraiser has not received any official meeting minutes or notifications other than verbal instructions to value the site as land locked, with no public access. This report is made on the extraordinary assumption that the site is indeed landlocked, with regard to improved public access. A major assumption of this analysis is that because of the abandoned access, the site's Highest and Best Use, is now assemblage with adjacent properties, and/or public infrastructural, transportation, and/or recreational use. The value indication will be impacted should the subject's access, or lack thereof, be different than what is described, herein.

COMPETENCY RULE

Prior to accepting the assignment, the appraiser properly identified the problem and considered the knowledge and experience required to complete the assignment competently. The appraisers have completed appraisal reports on similar type properties and are competent to appraise this property.

CONFIDENTIALITY OF THE ETHICS RULE

An appraiser must protect the confidential nature of the appraiser – client relationship. An appraiser must not disclose confidential factual data obtained from a client or the results of an assignment prepared for a client to anyone other than: 1) the client or personal specifically authorized by the client; 2) state enforcement agencies and such third parties as may be authorized by due process of law; and 3) a duly authorized professional peer review committee. It is unethical for a member of a duly authorized peer review committee to disclose confidential information or factual data presented to the committee.

NEIGHBORHOOD DATA

A neighborhood is considered that area most closely surrounding the subject property. It may be a specific subdivision, a section of a community or in a small town or city, an entire community and may be comprised of a mixture of commercial, residential or agricultural utilizations.

Comparable sales used may or may not be within the defined neighborhood, but should be similar in present and future land use trends.

A neighborhood is an area with distinguishing characteristics, and is often defined by physical boundaries such as streets or roads, bodies of water, waterways or railroad tracks, and is often designed by zoning ordinances or deed restrictions.

A neighborhood generally goes through stages of growth, stability, decline and revitalization. These stages affect value when compared to other neighborhoods. Growth is a period during which the neighborhood gains public favor and acceptance; stability is a period of equilibrium without marked gains or losses; decline is a period of diminishing demand; and revitalization is a period of renewal, modernization and increasing demand.

The four forces affecting value are social, economic, governmental and environmental. Social considerations include population density, education and age levels, occupant employment type, neighborhood organizations and educational, medical, social and recreational services available. Economic considerations include income levels, degree of owner occupancy, rent levels, property value levels, vacancy rates, type of construction, age of properties and property use changes. Governmental considerations include such factors as land use and size, terrain, use density, noise levels or other nuisances, traffic volume, property maintenance and upkeep, availability and quality of utilities, surrounding development and proximity to churches, employment, shopping, schools and employment centers.

The subject neighborhood is physically defined as the Old Brazos riverfront area, within the City of Freeport, along with the adjacent commercial and residential neighborhoods.

It is an estimated 90 percent built up. Land uses are a mixture of commercial, both neighborhood and tourist related properties, and residential, with some light industrial uses.

Access within the neighborhood is ample and provided by various city and state maintained streets and arterials.

All public utilities serve the neighborhood and capacity is adequate for existing and future development.

Neighborhood appeal is rated average. The defined area's market is relatively stable, and is influenced by the Brazosport Industrial Complex and the Port of Freeport. The subject is located

along the Old Brazos River Channel. There are public and private land uses along the river. The subject area has been the focus of various redevelopment projects.

Fire and police protection are ample and provided by the City of Freeport.

Schools, churches, shopping, medical facilities and employment centers are all within close proximity.

SITE ANALYSIS

The subject property is located within the northern portion of the City of Freeport. It is physically situated off of the southwest side of North Front Street, and additionally lies along the Old Brazos River Channel's northeast frontage. The tract is irregular in shape, and contains a total estimated area of .1070 acre, or 4,661 Sq. Ft. Access to the property is provided by navigable frontage along the Brazos River Channel. It is noted that the river access is limited to smaller craft, as the site is located upstream of the FM 1495 bridge. The bridge height would limit watercraft passage due to clearance being lower than commercial boat sale or tower clearance requirements. Indeed, most of the larger craft frontages along the Old Brazos River Channel are downstream of FM 1495. Larger watercraft can access between the areas of the flood protection gateway, and the Port of Freeport railroad trestle structure. The site is zoned W-1R, Waterfront Single Family Residential. No utilities are available as the site is landlocked. It is assumed there are no existing easements of any type. According to F.E.M.A. flood maps, panel number 48039C0780I, the subject property is situated within a designated zone "X", within the portion lying along the raised levee. The areas along, and including the sides of the levee, lying off water, are designated zone "A". The appraiser notes that the available flood maps are somewhat inconclusive as to exactly what portions of the property may be subject to build-up requirements and/or development restrictions. The subject is situated within census tract number 6643. Surrounding land uses are a mixture of commercial and residential uses. Reasonable inspection of the property revealed no known or obvious existing or potential environmental hazards. The value expressed in this report is based on the property being free of contamination or exposure to hazardous materials. The value in this report assumes no diminution in value due to the results of any environmental assessments, studies, or remediation reports. The subject is currently a vacant, riverfront tract used for levee construction and flood protection, along the river channel.



VIEW OF SUBJECT SITE



VIEW OF OLD BRAZOS RIVER LEVEE ACROSS SITE



VIEW OF OLD BRAZOS RIVER FRONTAGE



VIEW OF OLD BRAZOS RIVER FRONTAGE



VIEW FACING EAST ALONG NORTH FRONT STREET



VIEW FACING WEST ALONG NORTH FRONT STREET

Subject to the zoning & building ordinance now in force in the City of Freeport, Tx. Old Lake Subdiv.
There are no other tracts or adjacent platted tracts adjoining the limits of this property.
(xxx) indicates record plat call and dimensions. CLIENTS FILE NO. 2014010210 FIELD FOR REFERENCE REGARDING BASIS OF THIS SURVEY
(xxx) indicates record plat call and dimensions. CLIENTS FILE NO. 2014010210 FIELD FOR REFERENCE REGARDING BASIS OF THIS SURVEY
M indicates field measured call and dimensions

- State of Texas
- County of Brazoria

SURVEY PLAT OF

TRACT 1- LOTS ONE (1) TWO (2) BLOCK ONE (1) OF VILLASO TOWNSHIP, FREEPORT, BRAZORIA COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY AND IN COUNTY CLERK FILE NO. 200-0294 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

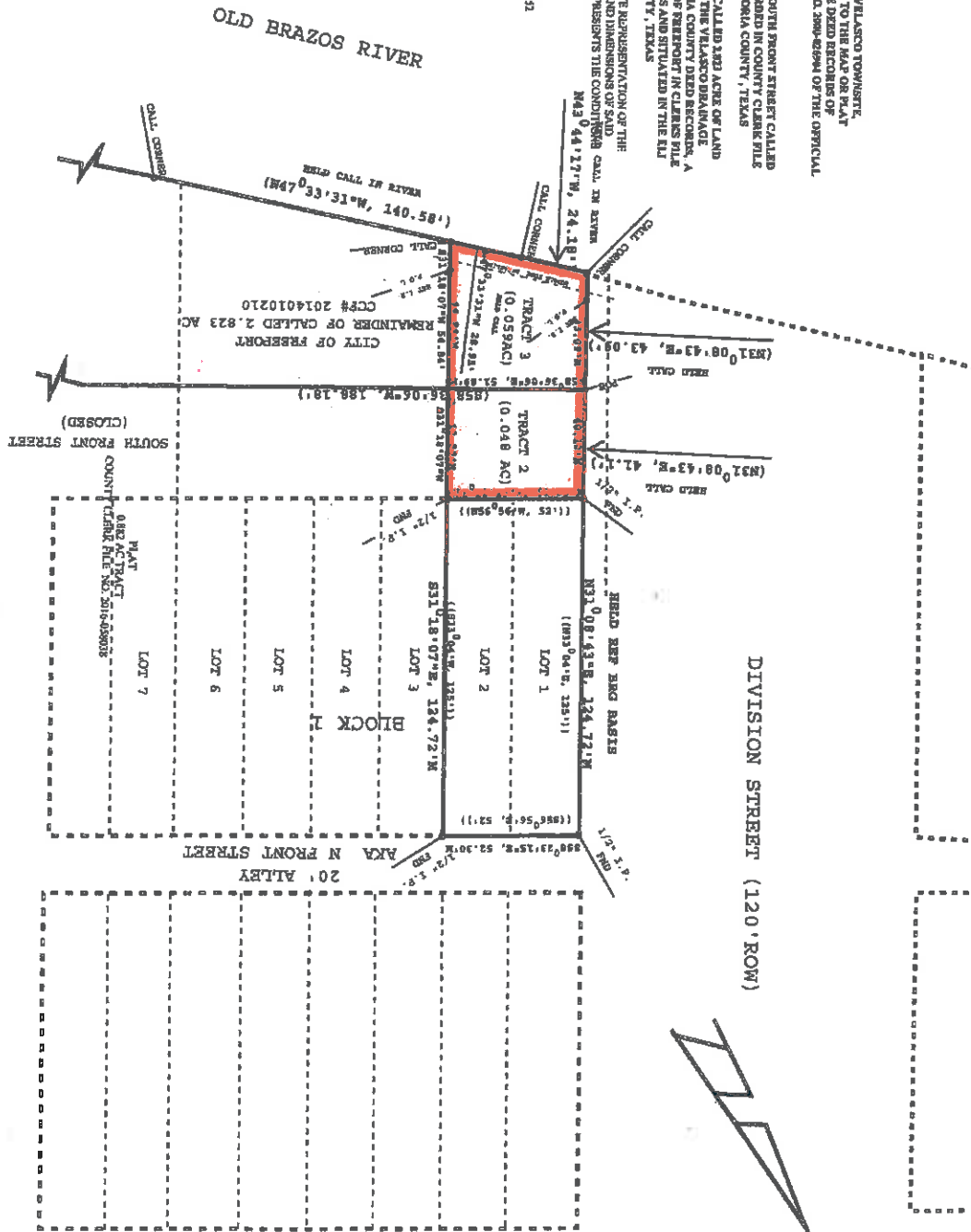
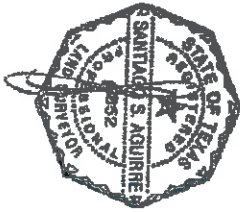
TRACT 2- 2.20151 AC. 626 AC. PORTION OUT OF SOUTH FRONT STREET CALLED CLOSED IN A PLAT OF A TRACT OF LAND RECORDED IN COUNTY CLERK FILE NO. 201-0288 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

TRACT 3- 1.3571 AC. 1.3571 AC. TRACT CONVEYED TO THE VILLASO DEANAGE DISTRICT IN VOLUME 21, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY AND IN COUNTY CLERK FILE NO. 201-0292 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

THE PLAT HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT AND REPRESENTS THE CONDITIONS FOUND IN THE FIELD AS OF THIS DATE.

DATE: JUNE 11, 2021
SCALE: 1"=50'

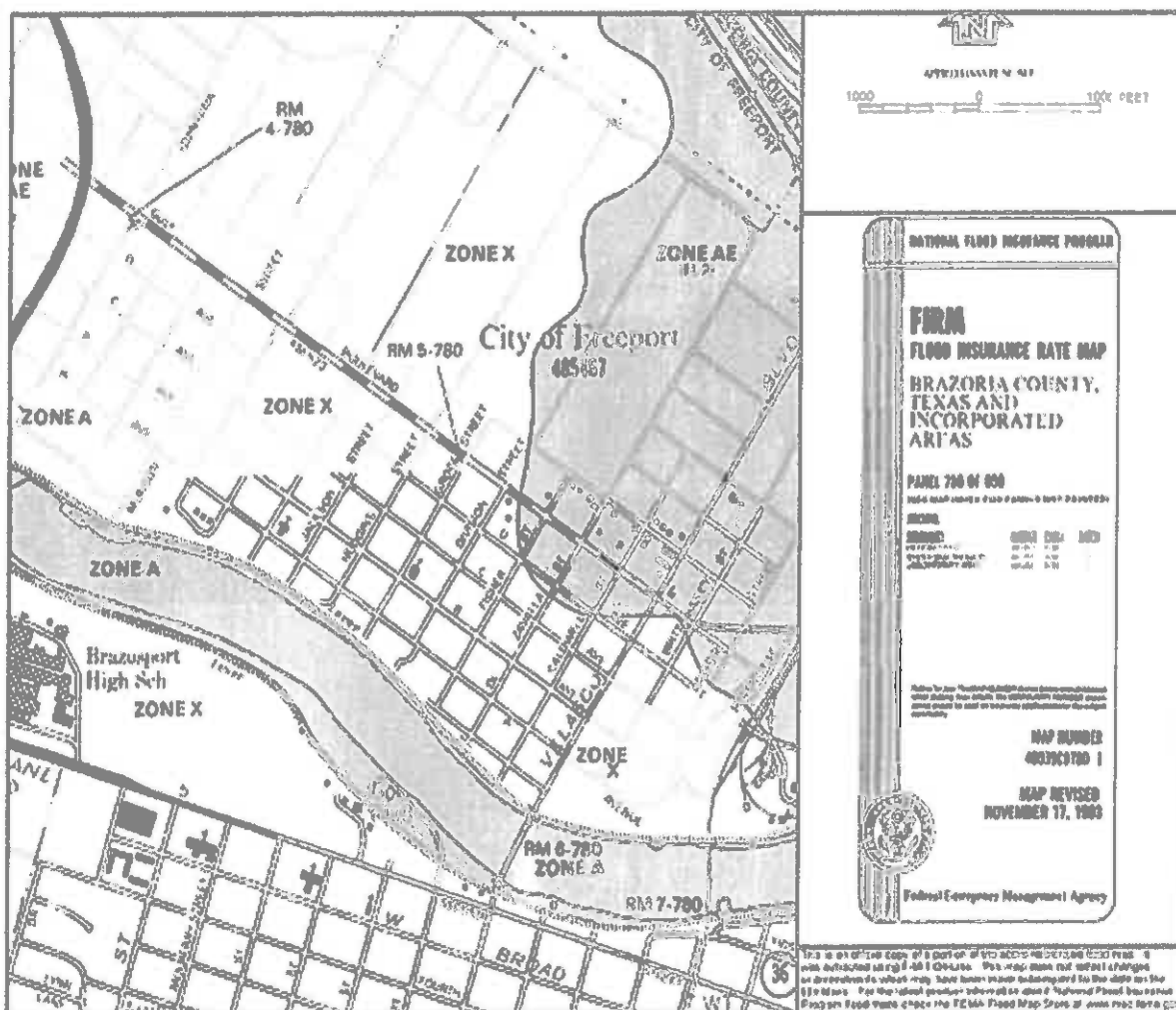
BY: [Signature]
REGISTERED PROFESSIONAL
LAND SURVEYOR, TX. NO. 2551
4400 LUTHER CT.
LAKE JACKSON, TEXAS
775-82-3250





30m
100ft

FLOOD MAPS



HIGHEST AND BEST USE

Highest and Best Use is not an absolute fact but reflects an appraiser's opinion based on market knowledge and an analysis of prevailing market conditions. Highest and Best Use is defined as:

"The highest and best use of the land, which at time of appraisal, is legal and which will yield the highest net return in the reasonably foreseeable future."

In appraisal theory and practice, highest and best use represents the premises upon which value is based. There are two types of highest and best use. One is of the site or land as vacant. The other is as improved.

The first type, as vacant, assumes that the site is vacant or can be made vacant through removal of improvements. In analysis of this type, the appraiser must determine the best utilization of the site or what improvements should be placed thereon. If a site being studied is not vacant, it is often analyzed as though it were. The appraiser must determine if the existing improvements represent the best use of the site.

The second type, as improved, considers the use of the property as it exists. Consideration must be made as to whether the improvements should remain as they are at the time of appraisal, or whether they should be renovated, remodeled, expanded or replaced. Consideration must also be made as to whether utilization of existing improvements should remain the same. Generally the existing improvements or use will continue until the value of the land or site, in its highest and best use, exceeds the sum of the entire property, plus the cost to remove improvements.

Implicit in the above definitions of highest and best use are the concepts of time (duration period of that estimated highest and best use) and social, economic, governmental and physical (including locational) factors which influence value.

In both definitions of highest and best use there are four criteria that must be met. These are that the highest and best use must be physically possible, legally permissible, financially feasible and maximally productive.

The subject is a narrow strip lying along the Old Brazos River Channel. It upstream of most of the commercial waterfront utilized for larger vessel commercial uses. It lies in an area where the watercraft access is suitable for smaller boats. Most of the surrounding properties are residential or public use properties. Most of the riverfront uses in this area are residential, public properties, and passive recreational.

The subject has no access, other than river access by watercraft, and/or pedestrian access via adjacent property. The appraiser feels that the limited access characteristics render the subject "landlocked". Further, the levee severely limits most potential uses other than assemblage with adjacent tracts.

THE APPRAISAL PROCESS

Real estate valuation is a problem solving process in which support for a defined value is sought under market conditions existing at a specific point in time. The process is sensitive to the reactions of a typical purchaser for a particular type of property. Market value is the most probable sales price which a property will bring, and this price depends upon the typical purchaser reaction to the various supply and demand factors which affect the property being appraised. The highest and best use of the property, in relation to surrounding competitive properties, is particularly important. The appraiser then must seek answers to economic questions posed by the property under appraisal, questions which can only be answered through analysis of the behavior and motives of market participants.

Value cannot be known with absolute certainty, as neither the methods or techniques employed by the appraiser, nor the data available, lend themselves to precise quantification and scientific manipulation. A valuation is, therefore, no more than a researched, logical and supportable estimate made by a qualified appraiser, as of a specific date.

The appraisal problem is ordinarily solved through the use of the three generally accepted valuation techniques. Each technique has an individual concept and provides a separate indication of value for the subject property. The separately conceived value indications tend to form a zone of reasonability, and under the process known as correlation, the final value conclusion is found within this zone.

The three generally accepted approaches to the estimation of value are the Cost Approach, the Direct Sales Comparison Approach and the Income Approach. All of the data utilized in these approaches comes from market evidence in one form or another.

Within the Cost Approach, there are four basic steps required to arrive at a value indication. The first is to estimate the value of the land as if vacant and available for development to its highest and best use. A replacement cost estimate of existing improvements is then made. An estimate of depreciation from all causes is then subtracted from the developed replacement cost estimate of the improvements. The depreciation estimate includes consideration of deterioration of the physical qualities of the improvements, as well as obsolescence attributed to both functional and external considerations. The final step in the Cost Approach is the compilation of the depreciated estimated replacement cost of the improvements, to which is added the estimated land value, giving a value estimate of the property by the Cost Approach.

The subject property is essentially vacant land, and is being appraised as such; therefore, the Cost Approach is not necessary or applicable in this case.

The Direct Sales Comparison Approach produces a value estimate by comparing similar properties, which have been sold recently, or are currently under contract with all contingencies removed, to the subject property. An estimate of the degree of comparability is made by comparing such value influencing factors as financing terms, condition of sale, site value, quality of construction, age and condition, utility, equipment, amenities and marketability. Sale properties judged to be comparable tend to set a range in which the value of the subject property will fall. The Principle of Substitution is the controlling factor in this approach to value.

The Direct Sales Comparison Approach has been used, in this case to value the land, a portion being waterfront, and a portion being off water, interior situated. Research indicates a lack of improved sales applicable to the subject site, as improved.

The Income Approach is concerned with the present worth of future benefits of the property. Again, four basic steps are required for a value indication. These are the estimate of economic rent or income, expenses, economic life of the improvements and the selection of an appropriate capitalization rate for processing the net income. In this application, the appraiser estimates a gross annual income which the property should produce to attract investors in the market. From the gross income, expenses are subtracted to obtain a net income before recapture projection. Expenses include taxes, insurance, operating and maintenance costs and replacement reserves. An estimate of the economic life of the improvements requires a determination of the probable duration of the income stream. Rate selection requires market scrutiny for an interest rate reflective of current conditions. An applicable capitalization technique is then asserted, and the net income estimate is processed by the proper rate for a value estimate of the property.

The subject property is not leased or utilized for income related purposes, therefore, the Income Approach is not applicable or necessary, in this case.

MARKET APPROACH

The Direct Sales Comparison Approach is the method of estimating market value by making direct comparisons of the subject, with similar properties that sold recently, under normal sales conditions. Adjustments to sales are often necessary to enhance comparability. The first adjustments required are for market conditions, which include condition of sale and financing terms. Secondly, adjustments are made for physical characteristics such as site value, improvements size, quality of construction, age, condition, appeal, off-street parking allowance, equipment and other amenities. This approach applies the principle of substitution in that a prudent purchaser would pay no more for a real property, than the cost of acquiring an equally desirable substitute on the open market. Therefore, sales and/or listing of properties with comparable location, characteristics and/or future earning capabilities would influence a prudent purchaser by offering alternative investments. This is the only approach which directly reflects the balance of supply and demand in actual trading in the market place. Units of comparison employed in the market are used to compare the comparable sales directly to the subject. Assuming reliable sales information to be available, this method is often recommended above all others.

Two units of comparison are derived from this approach, physical and economic. The physical unit of comparison is value derived by dividing the sale price of the similar properties, by the square foot, room, unit or other unit of comparison, depending upon property type. The economic unit of comparison applies to income characteristics of similar properties. Units of comparison may be the gross rent multiplier for residential properties or the gross income multiplier for income producing properties. The gross income multiplier is derived by dividing the sales price of similar properties, by the gross annual income. The gross income multiplier is then applied to the gross income of the subject property to derive an indicated estimate of value by this method.

The subject is vacant land, therefore, the direct sales comparison approach, "LAND" only is used herein.

LAND VALUE

The estimation of land value is critical to the accuracy of an appraisal. Comparisons should be consistent, and only comparable properties should be used for comparison purposes. In estimated the value of the subject site, as if vacant and available to be put to its highest and best use, the Direct Sales Comparison Approach has been utilized. This technique is the method of estimating market value by making direct comparison of the subject property to similar properties that sold recently under normal sales conditions. Adjustments are often required to enhance comparability for market and physical characteristics. Market adjustments include financing, condition of sale and date of sale. Physical characteristic adjustments include access, size, location or other variables. This approach applies the principal of substitution in that a prudent purchaser would pay no more for a real property than the cost of acquiring an equally desirable substitute property on the open market. Therefore, sales and or listings of properties with comparable location, characteristics and future earning capabilities, would influence a prudent purchaser by indication the price level for alternative properties.

Properties considered similar for comparison purposes follow.

LAND SALE NO. 1

GRANTOR: City of Freeport

GRANTEE: Crow & Speir

DATE OF SALE: 6-12-2019

RECORDING: 2019-030401

LEGAL DESCRIPTION: .291 acre, out of Tract 2, Henninger S/D, Tract II,
Abstract 211, City of Freeport, Brazoria County, Texas

LOCATION: Old Brazos River; Off North Front Street.
Freeport, Texas

CONSIDERATION: \$10,000.00, or \$.79/Sq. Ft, land only

SIZE: 12,676 Sq. Ft.

SHAPE: Irregular

UTILITIES: None

ACCESS: None

EASEMENTS: none adverse noted

USE AT SALE: Vacant

REMARKS: The tract was purchased for assemblage purposes to gain
water frontage and size.

LAND SALE NO. 2

GRANTOR:	Cundieff Family Partnership
GRANTEE:	WKB Ventures
DATE OF SALE:	10-26-21
RECORDING:	2021-072429
LEGAL DESCRIPTION:	Lot 1A, Brazos Shore S/D, Section I, City of Freeport, Brazoria County, Texas
LOCATION:	Second Street Freeport, Texas
CONSIDERATION:	\$60,000 or \$4.98 Sq. Ft.
SIZE:	12,037 Sq. Ft.
SHAPE:	Rectangular
UTILITIES:	All Public
ZONING / RESTRICTIONS:	Residential
ACCESS:	Second Street
EASEMENTS:	Several easements regarding electrical, shared drive, etc... No adverse easements or encroachments noted.
USE AT SALE:	Vacant
REMARKS:	The property was purchased at a considerable discount due to the easements. The seller stated he sold the site at a discount of 50% because of all the easements, shared drive.

LAND SALE NO. 3

GRANTOR: City of Freeport

GRANTEE: Jay Mejia

DATE OF SALE: July 2, 2018

RECORDING: 2018-041524

LEGAL DESCRIPTION: .2001 acre; Part of Abandoned South Front Street R-O-W, next to Tract F, Abstract 99, City of Freeport, Brazoria County, Texas

LOCATION: North Front Street
Freeport, Texas

CONSIDERATION: \$45,800.00 or \$5.25/Sq. Ft.

SIZE: 8,717.5 Sq. Ft.

SHAPE: Rectangular

UTILITIES: Public

ZONING / RESTRICTIONS: WR-1A

ACCESS: North Front; Brazos riverfront

EASEMENTS: Typical utility

USE AT SALE: Vacant riverfront tract

REMARKS: The lot was a partial purpose of the Division Street R-O-W, City of Freeport, Brazoria County, Texas.

COMMENTS

Sale #1 is the purchase of landlocked property by adjacent property owners for assemblage, access to River and size purposes Sale #2 is located across the River, and east of the FM 1495 Bridge. It was subject to several easements. Sale #3 was the sale of property almost adjacent to the subject property. It fronted on North Front street with all public utilities available.

Sales reflect a value range of \$.79 to \$5.25 per square foot. Not knowing the particulars regarding sale one, the greatest weight is given to sales two and three, reflecting a value of \$5.00 per Sq. Ft. to be reasonable for the subject site.

4,661 Sq. Ft X \$5.00/Sq. Ft. = \$23,305.00 or (\$23,300.00 Rounded)

TWENTY THREE THOUSAND THREE HUNDRED DOLLARS

(\$23,300.00)

CORRELATION AND CONCLUSION

Value Indicated by the Cost Approach	=	N/A
Value Indicated by Direct Sales Comparison	=	\$23,300.00
Value Indicated by the Income Approach	=	N/A

The Cost Approach is one of the three recognized approaches to value and is an important indicator. The strength of this approach is that it is applicable to all types of improved properties and is valid if cost and land value estimates are accurate; the greatest factor being the accuracy of estimated depreciation. The weakness of this approach is that it does not necessarily reflect prevailing market conditions or, in the case of income producing properties, consider vacancies. The ultimate objective of the appraisal is to estimate the value, not cost; therefore, the Cost Approach is generally given the least weight or reliance.

The Direct Sales Comparison Approach is the only approach which directly reflects the balance of supply and demand in actual trading within the marketplace. The approach applies the principal of substitution and actually compares sales of like properties. The weakness of this approach is the availability of recent sales of comparable property type, as well as variations in location, condition, quality of construction, size and dates of sale. The comparable sales utilized in the direct sales comparison approach have been confirmed and are considered the most recent and similar to the subject for comparison purposes.

The Income Approach is based on the assumption that there is a direct relationship between the amount of income a property produces and its market value. Value, by this approach, is therefore the present worth of anticipated future income benefits. This approach is extremely reliable in estimating the value of income producing properties. It considers actual market conditions prevailing at the date of appraisal. The weakness or strength of this approach depends upon the accuracy of the three basic steps: forecasting income and expenses, deriving net income and choosing the appropriate rate and capitalizing the net income by the appropriate technique.

The greatest reliance has been given to the value indicated by the Market Approach.

The final estimate of market value, as is, as of February 13, 2022, is:

TWENTY THREE THOUSAND THREE HUNDRED DOLLARS
(\$23,300.00)

ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal and title considerations. Title to the property is assumed to be good and marketable unless otherwise noted.
2. The property is appraised as if free and clear of any and all liens or encumbrances unless otherwise noted.
3. Responsible ownership and competent property management are assumed.
4. Information, estimates and opinions furnished to the appraiser and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the appraiser.
5. All engineering is assumed to be correct. Any plot plans, building sketches, or other illustrative material in this report are included to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions on the property, subsoil or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws.
8. It is assumed that all applicable zoning and use regulations and restrictions are in compliance.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or federal government or private entity or organization has been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. Unless otherwise agreed upon, possession of this report or a copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without written consent of the appraiser and then only with property written qualification and only in its entirety.
11. The appraiser preparing this appraisal report is not required to give further consultation, testimony, or be in attendance in court on behalf of the client unless arrangements have been previously made.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the organization with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior consent and approval of the appraiser.
13. Unless otherwise stated in this report, the existence of hazardous material may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, lead based paint or other potentially hazardous materials which may be in any improvements or whose presence may contaminate the soil and ground water may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property, or on or in the adjacent property being appraised. No responsibility is assumed for such conditions, or for any expertise or engineering knowledge required to disclose them. The client is urged to retain an expert in the field, if desired.
14. Any other unknown conditions which could affect the property such as the discovery of archaeological sites, old cemeteries, etc., are assumed not to exist to the detriment of the property for purposed of this appraisal.
15. The values as concluded herein are entirely contingent upon the subject property not being within or subject to a federally designated potential endangered species area as defined by the U.S. Fish and Wildlife Service, which, as a result, might otherwise limit, restrict and/or prevent development of the subject property to its highest and best use.

CERTIFICATION

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

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased analysis, opinions and conclusions.
3. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions and conclusions contained in the report).
4. All conclusions and opinions, concerning the real estate, that are set forth in the appraisal report were prepared by the appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the appraiser, and appraiser shall have no responsibility for any such unauthorized change.
5. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
6. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
8. My compensation for completing this assignment is not contingent upon the development of report of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
9. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
10. The appraiser Barry Coleman, has made a personal inspection of the property that is the subject of this report. No other significant professional assistance in the inspection, research, and processing of this appraisal was provided.
11. I have appraised similar type facilities and am competent to appraise these types of properties.
12. The appraiser **has not** performed appraisal services related to the subject property within the last three year period preceding the acceptance of this assignment. The previous appraisal was for loan processing procedures.
13. The estimate of market value in this appraisal report is not based in whole, or in part, upon race, color, religion, sex, handicap, national origin or familial status of the present owners or occupants or owners in the vicinity of the property appraised.

14. I am currently certified by the Texas Appraiser Licensing and Certification Board, through December 31, 2022.


Barry A. Coleman
Texas Appraiser Certification
Number TX-1324203-G

QUALIFICATIONS OF THE APPRAISER

Barry A. Coleman is the owner of Angleton Real Estate Appraisal, with offices located at 217 Sebesta Road, Angleton, Texas. He has been actively engaged in the full time real estate appraisal business since April 1985.

CERTIFICATIONS/LICENSES:

Texas Real Estate Salesman License No. 362589-03

State Certified General Real Estate Appraiser, Certification Number TX-1324203-G

EDUCATION:

Graduate of Angleton High School - 1982

Successfully completed required courses and acquired salesman license - 1985.

Brazosport College - TREC Courses

28 hours of mandatory continuing education courses and USPAP update courses are required every two years by the Appraisal Standards Board and I have met these requirements since 1990.

EXPERIENCE:

Appraisal experience includes assignments as follows:

Country Clubs, Motels, Medical Offices, Office buildings and office complexes, Convenience Stores, Shopping centers, Industrial complexes, Office-warehouses, Subdivisions, Farms and ranches, Single family dwellings, Multi-family dwellings, Churches, Restaurants and fast foods, Fabricating shops, Mobile home parks, Automobile dealerships, Estates, Grain elevators, Carwashes, Mini-storage facilities, Marinas, Day care centers, Airports, Hospitals, Community water systems, Private schools, Lumber yards, Ball rooms, Service stations and special use properties such as Docking facilities, Material yards and Bulk stations. Also included are Eminent Domain Appraisals for drainage easements, Powerline easements and Pipeline rights-of-way.

PARTIAL LIST OF CLIENTS:

Financial Institutions:

First Prosperity Bank, N.A.; Texas Gulf Bank, N.A.; First State Bank - Clute; Brazoswood National Bank - Richwood; Express Bank; Bank of America; First National Bank - Alvin; First State Bank of Moulton; First National Bank - Lake Jackson; NCNB Texas National Bank; Ameritrust Texas, N.A.; Commercial State Bank; LaPort State Bank; Wells Fargo Bank; Texas National Bank - Tomball; First National Bank - Eagle Lake; Colorado Valley Bank - LaGrange; Compass Bank; Marchants Bank; NationsBank; First Community Bank, N.A.; Texas Independent Bank - Dallas; Union Planters Bank.

Mortgage Companies:

First Interstate Mortgage Company; Prudential Relocation; Manufacturers Hanover Servicing, Inc.; Great Southwest Savings; Banc One Mortgage; Coldwell Banker Relocation; Greater Houston Financial Services, Inc.; I.T.T. Small Business Finance; PNL Credit Company, LLC - Fort Worth; Phoenix Mortgage Company; Metropolitan Mortgage and Securities Company, Inc.; Chemical National Mortgage Corporation; The Lending Center-Houston; Texas Independent Mortgage Company, Irving; Strategic Mortgage Services, California; Inspections Over America, Livingston; Acquisition Funding, Angleton; Mortgage Specialists, Inc., Fort Worth; Bayside Mortgage, Deer Park; Wells Fargo Mortgage.

APPRAISAL OF:

0.24252 Acre, more or less, off North Front Street,
known as Division Street R-O-W,
Freeport, Texas 77541

FOR:

Mr. Tim Kelty, City Manager
City of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

AS OF:

February 13, 2022

BY:

**ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD
ANGLETON, TEXAS 77515**

ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

RONALD W. BARKER
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1327929-G

WILLIAM E. COLEMAN
TEXAS APPRAISER LICENSE
NUMBER - TX-1360034-R

March 2, 2022

Mr. Tim Kelty, City Manager
City Of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

Dear Mr. Kelty,

Pursuant to your request, we have this date completed an appraisal of the property located on North Front Street, Freeport, Texas, legally described as:

0.24252 Acre, more or less, off North Front Street, known as Division Street R-O-W,
City of Freeport, Brazoria County, Texas.

The purpose of this appraisal report is to estimate the market value of the fee simple estate of the subject property, as is, as of February 13, 2022.

As presented in FIRREA 12 CFR Part 34, Market Value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised and each acting in what he considers his own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;

- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

It is our opinion, based on inspection and analysis, subject to contingent and limiting conditions, that that the subject property has a market value of:

**FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS
(\$48,300.00)**

Your attention is directed to the narrative report containing pertinent facts, analysis and conclusions pertaining to the subject property and final estimate of value.

This appraisal has been prepared in accordance with and conforms to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

Thank you for the opportunity of serving you in regard to this matter.

Respectfully submitted,



Barry A. Coleman
Texas Appraiser Certification
License # TX-1324203-G

TYPE OF REPORT

This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice, a written report intended to comply with requirements as set out in Standards Rule 2-2(b), of The Uniform Standards of Professional Appraisal Practice.

CLIENT AUTHORIZATION / CLIENT IDENTITY

SR 1-2 (2); 2-2(I)

The client ordering this appraisal report is Mr. Tim Kelty, City Manager, City of Freeport, Texas. This report is the sole property of the client or persons specifically authorized by the client, and any other reader is considered an unintended user.

INTENDED USE OF THE APPRAISAL

Based on communication with the client at the time of the assignment, the intended use of this report is to assist the client in determining market value for marketing procedures.

SCOPE OF WORK

The scope of the appraisal report involved inspection, analysis and data collection to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation authorized by Congress as the source of Appraisal Standards and Appraiser Qualifications, effective April 27, 1987. It is the intent of this report to conform with all requirements as set out by FIRREA (The Financial Institutions Reform, Recovery and Enforcement Act).

Physical inspection of the subject property was made by the appraiser. The physical inspection included photographing the site. **No survey was provided, and the value contained herein is subject to change upon completion of a survey.**

The neighborhood was physically inspected and analyzed for physical characteristics, amenities, land uses and market trends in an effort to assist the appraisers in determining highest and best use of the subject property and the collection of sales data.

The neighborhood or subject market area was researched in an effort to obtain the most recent and similar land sales, improved sales and market rentals. This process involved researching County Plat and Deed records, area multiple listing services, appraiser files and inquiries with area brokers and others active in the real estate industry. Every effort has been made to confirm sales and rental data for accuracy. Sales data selection included factors such as date of sale, size, location and physical characteristics. The appraiser signing this report collected and analyzed the sales and the rentals utilized in the appraisal and applied all applicable approaches.

As required by Standard 2-2(b), omission of any approach to value, for any specific reason, is explained in the appraisal process herein.

PURPOSE OF THE ASSIGNMENT

The purpose of this report is to develop an opinion of market value of the subject property, as is, as of the effective date of appraisal, **subject to a Survey, depicting the location of the BWA Water Line easement and an Abandoned Storm Drain traversing the property. The Value contained herein is subject to change based on survey.** A current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the United State of America is as follows.

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

EFFECTIVE DATE OF THE APPRAISAL

SR 1-2 (d); 2-2(vi)

The effective date of appraisal is the date which the value opinion applies and is generally the date of inspection. The effective date of this report is February 13, 2022.

DATE OF THE REPORT

The date of the report is generally the date of the transmittal letter. The date of this report is March 2, 2022.

PROPERTY INTEREST APPRAISED

SR 1-2 (e) (iii)

The subject property is appraised as fee simple estate, or complete ownership, with all the bundle of rights, without regard to liens or encumbrances, as a whole and subject to any easements, reservations or restrictions of record. Any non real estate items included in the valuation herein, such as machinery, furnishings, fixtures or equipment will be set out and described in the improvement analysis and valued in the cost section of this report.

LEGAL DESCRIPTION

SR 2-2a (iii)

0.24252 Acre, more or less, off North Front Street, known as Division Street R-O-W,
City of Freeport, Brazoria County. Texas .

OWNERSHIP

Title to the subject property is held in the name of City of Freeport, as filed and recorded in the Official Records of Brazoria County, Texas.

HISTORY OF OWNERSHIP / SALES HISTORY / CURRENT AGREEMENTS

The subject property's ownership has been vested, as shown above, for many years. No sales history or current agreements are noted.

TAX INFORMATION

The property is not subject to taxation, as a publicly owned tract of land; however, it is appraised and lies within the following taxing entities, as follows:

County of Brazoria
Brazosport Independent School District
City of Freeport
Velasco Drainage District
Brazos River Harbor Navigation District – Port of Freeport
Brazosport College District

The assessed value placed on the subject property, account number #693303, by the Brazoria County Appraisal District for taxing purposes, is \$19,610.00. The total rate is calculated to be \$2.598124 per hundred.

EXPOSURE TIME

Assuming adequate exposure and normal marketing efforts, the estimated exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded to in this analysis as of the date of this valuation) would have been within about 3-12 months.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is made off of drawings furnished the appraiser as to the BWA Water Lines placement within the Right-of-Way. If the calculations made herein of useable water frontage of 48.3 feet changes, based off a current survey depicting the actual easement lines, the value is subject to change. Another extraordinary assumption is made, that the storm water line traversing the property can be removed, and that the site can be leveled and utilized for single family residential use.

COMPETENCY RULE

Prior to accepting the assignment, the appraiser properly identified the problem and considered the knowledge and experience required to complete the assignment competently. The appraisers have completed appraisal reports on similar type properties and are competent to appraise this property.

CONFIDENTIALITY OF THE ETHICS RULE

An appraiser must protect the confidential nature of the appraiser – client relationship. An appraiser must not disclose confidential factual data obtained from a client or the results of an assignment prepared for a client to anyone other than: 1) the client or personal specifically authorized by the client; 2) state enforcement agencies and such third parties as may be authorized by due process of law; and 3) a duly authorized professional peer review committee. It is unethical for a member of a duly authorized peer review committee to disclose confidential information or factual data presented to the committee.

NEIGHBORHOOD DATA

A neighborhood is considered that area most closely surrounding the subject property. It may be a specific subdivision, a section of a community or in a small town or city, an entire community and may be comprised of a mixture of commercial, residential or agricultural utilizations.

Comparable sales used may or may not be within the defined neighborhood, but should be similar in present and future land use trends.

A neighborhood is an area with distinguishing characteristics, and is often defined by physical boundaries such as streets or roads, bodies of water, waterways or railroad tracks, and is often designed by zoning ordinances or deed restrictions.

A neighborhood generally goes through stages of growth, stability, decline and revitalization. These stages affect value when compared to other neighborhoods. Growth is a period during which the neighborhood gains public favor and acceptance; stability is a period of equilibrium without marked gains or losses; decline is a period of diminishing demand; and revitalization is a period of renewal, modernization and increasing demand.

The four forces affecting value are social, economic, governmental and environmental. Social considerations include population density, education and age levels, occupant employment type, neighborhood organizations and educational, medical, social and recreational services available. Economic considerations include income levels, degree of owner occupancy, rent levels, property value levels, vacancy rates, type of construction, age of properties and property use changes. Governmental considerations include such factors as land use and size, terrain, use density, noise levels or other nuisances, traffic volume, property maintenance and upkeep, availability and quality of utilities, surrounding development and proximity to churches, employment, shopping, schools and employment centers.

The subject neighborhood is physically defined as the Old Brazos riverfront area, within the City of Freeport, along with the adjacent commercial and residential neighborhoods.

It is an estimated 90 percent built up. Land uses are a mixture of commercial, both neighborhood and tourist related properties, and residential, with some light industrial uses.

Access within the neighborhood is ample and provided by various city and state maintained streets and arterials.

All public utilities serve the neighborhood and capacity is adequate for existing and future development.

Neighborhood appeal is rated average. The defined area's market is relatively stable, and is influenced by the Brazosport Industrial Complex and the Port of Freeport. The subject is located

along the Old Brazos River Channel. There are public and private land uses along the river. The subject area has been the focus of various redevelopment projects.

Fire and police protection are ample and provided by the City of Freeport.

Schools, churches, shopping, medical facilities and employment centers are all within close proximity.

SITE ANALYSIS

The subject property is located within the northern portion of the City of Freeport. It is physically situated along the south side of North Front Street. It is estimated to contain a total area of .24252 acre of land, or 10,564.02 feet more or less (subject to survey) with 48.3 feet of useable and accessible water frontage along the Old Brazos River Channel. A levee borders the water frontage and according to the city of Freeport, nothing may be built on the levee that may harm the structural integrity. A 15 foot wide, BWA Water Line Easement is located on the property, along with a supposed, abandoned storm water drain line. The site has an elevated, non-surfaced area traversing the center of it, from North Front Street to the top of the levee. It is assumed that the portion of this raised area, not contained within the BWA Water Line Easement, may be leveled and brought back to natural grade if needed. Also, is assumed that prior to any construction, that the Storm Water Drain pipes may be removed, and that its removal will not affect the integrity of the levee. If any detriment is found to the Levee from the removal of this storm water drain, then the levee would have to be repaired to its former structural integrity.

The tract is basically rectangular in shape.

It is noted that the river access is limited to smaller craft, as the site is located upstream of the FM 1495 bridge. The bridge height would limit watercraft passage due to clearance being lower than commercial boat sale or tower clearance requirements. Indeed, most of the larger craft frontages along the Old Brazos River Channel are downstream of FM 1495. Larger watercraft can access between the areas of the flood protection gateway, and the Port of Freeport railroad trestle structure. The site is zoned W-1R, Waterfront Single Family Residential. All utilities are assumed available. According to F.E.M.A. flood maps, panel number 48039C0780I, the subject property is situated within a designated zone "X", within the portion lying along the raised levee. The areas along, and including the sides of the levee, lying off water, are designated zone "A". The appraiser notes that the available flood maps are somewhat inconclusive as to exactly what portions of the property may be subject to build-up requirements and/or development restrictions. The subject is situated within census tract number 6643. Surrounding land uses are a mixture of commercial and residential uses. Reasonable inspection of the property revealed no known or obvious existing or potential environmental hazards. The value expressed in this report is based on the property being free of contamination or exposure to hazardous materials. The value in this report assumes no diminution in value due to the results of any environmental assessments, studies, or remediation reports. The subject is currently a vacant, riverfront tract that is the remnants of the Division Street Right-of-Way.



VIEW OF SUBJECT SITE



VIEW OF OLD BRAZOS RIVER LEVEE ACROSS SITE



VIEW OF OLD BRAZOS RIVER FRONTAGE



VIEW OF OLD BRAZOS RIVER FRONTAGE



**VIEW OF ACCESS POINT FOR BRAZOS RIVERER WATER AUTHORITY WATERLINE
EASEMENT TRAVERSING SUBJECT SITE**



**VIEW OF STORM DRAIN CULVERTS EXTENDING FROM
RIVER TOWARD FRONT STREET**



VIEW OF SUBJECT FACING NORTH FROM TOP OF LEVEE



VIEW FACING WEST ALONG NORTH FRONT STREET

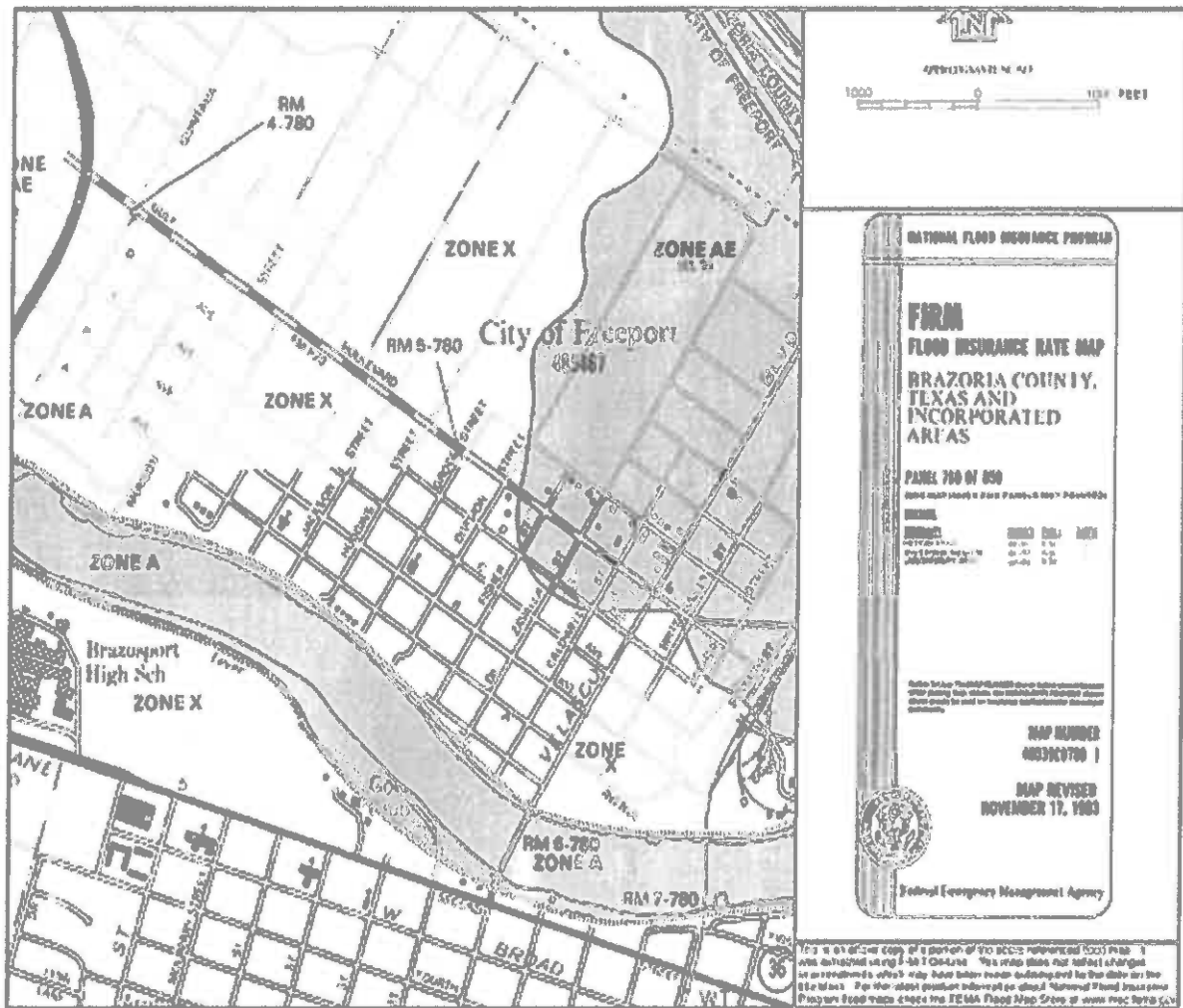


VIEW FACING EAST ALONG NORTH FRONT STREET



30m
100ft

FLOOD MAPS



HIGHEST AND BEST USE

Highest and Best Use is not an absolute fact but reflects an appraiser's opinion based on market knowledge and an analysis of prevailing market conditions. Highest and Best Use is defined as:

"The highest and best use of the land, which at time of appraisal, is legal and which will yield the highest net return in the reasonably foreseeable future."

In appraisal theory and practice, highest and best use represents the premises upon which value is based. There are two types of highest and best use. One is of the site or land as vacant. The other is as improved.

The first type, as vacant, assumes that the site is vacant or can be made vacant through removal of improvements. In analysis of this type, the appraiser must determine the best utilization of the site or what improvements should be placed thereon. If a site being studied is not vacant, it is often analyzed as though it were. The appraiser must determine if the existing improvements represent the best use of the site.

The second type, as improved, considers the use of the property as it exists. Consideration must be made as to whether the improvements should remain as they are at the time of appraisal, or whether they should be renovated, remodeled, expanded or replaced. Consideration must also be made as to whether utilization of existing improvements should remain the same. Generally the existing improvements or use will continue until the value of the land or site, in its highest and best use, exceeds the sum of the entire property, plus the cost to remove improvements.

Implicit in the above definitions of highest and best use are the concepts of time (duration period of that estimated highest and best use) and social, economic, governmental and physical (including locational) factors which influence value.

In both definitions of highest and best use there are four criteria that must be met. These are that the highest and best use must be physically possible, legally permissible, financially feasible and maximally productive.

The subject is the remnants of the Division Street Right-of-Way. There is a 15 foot wide BWA Water Line Easement located on the site. An undefined, storm water drain line is also located on the site. It upstream of most of the commercial waterfront utilized for larger vessel commercial uses. It lies in an area where the watercraft access is suitable for smaller boats. Most of the surrounding properties are residential or public use properties. Most of the riverfront uses in this area are residential, public properties, and passive recreational.

The subject fronts along North Front Street and all public utilities are assumed available to the site. It is assumed that the highest and best use is for Single Family Residential Development.

THE APPRAISAL PROCESS

Real estate valuation is a problem solving process in which support for a defined value is sought under market conditions existing at a specific point in time. The process is sensitive to the reactions of a typical purchaser for a particular type of property. Market value is the most probable sales price which a property will bring, and this price depends upon the typical purchaser reaction to the various supply and demand factors which affect the property being appraised. The highest and best use of the property, in relation to surrounding competitive properties, is particularly important. The appraiser then must seek answers to economic questions posed by the property under appraisal, questions which can only be answered through analysis of the behavior and motives of market participants.

Value cannot be known with absolute certainty, as neither the methods or techniques employed by the appraiser, nor the data available, lend themselves to precise quantification and scientific manipulation. A valuation is, therefore, no more than a researched, logical and supportable estimate made by a qualified appraiser, as of a specific date.

The appraisal problem is ordinarily solved through the use of the three generally accepted valuation techniques. Each technique has an individual concept and provides a separate indication of value for the subject property. The separately conceived value indications tend to form a zone of reasonability, and under the process known as correlation, the final value conclusion is found within this zone.

The three generally accepted approaches to the estimation of value are the Cost Approach, the Direct Sales Comparison Approach and the Income Approach. All of the data utilized in these approaches comes from market evidence in one form or another.

Within the Cost Approach, there are four basic steps required to arrive at a value indication. The first is to estimate the value of the land as if vacant and available for development to its highest and best use. A replacement cost estimate of existing improvements is then made. An estimate of depreciation from all causes is then subtracted from the developed replacement cost estimate of the improvements. The depreciation estimate includes consideration of deterioration of the physical qualities of the improvements, as well as obsolescence attributed to both functional and external considerations. The final step in the Cost Approach is the compilation of the depreciated estimated replacement cost of the improvements, to which is added the estimated land value, giving a value estimate of the property by the Cost Approach.

The subject property is essentially vacant land, and is being appraised as such; therefore, the Cost Approach is not necessary or applicable in this case.

The Direct Sales Comparison Approach produces a value estimate by comparing similar properties, which have been sold recently, or are currently under contract with all contingencies removed, to the subject property. An estimate of the degree of comparability is made by comparing such value influencing factors as financing terms, condition of sale, site value, quality of construction, age and condition, utility, equipment, amenities and marketability. Sale properties judged to be comparable tend to set a range in which the value of the subject property will fall. The Principle of Substitution is the controlling factor in this approach to value.

The Direct Sales Comparison Approach has been used, in this case to value the land, a portion being waterfront, and a portion being off water, interior situated. Research indicates a lack of improved sales applicable to the subject site, as improved.

The Income Approach is concerned with the present worth of future benefits of the property. Again, four basic steps are required for a value indication. These are the estimate of economic rent or income, expenses, economic life of the improvements and the selection of an appropriate capitalization rate for processing the net income. In this application, the appraiser estimates a gross annual income which the property should produce to attract investors in the market. From the gross income, expenses are subtracted to obtain a net income before recapture projection. Expenses include taxes, insurance, operating and maintenance costs and replacement reserves. An estimate of the economic life of the improvements requires a determination of the probable duration of the income stream. Rate selection requires market scrutiny for an interest rate reflective of current conditions. An applicable capitalization technique is then asserted, and the net income estimate is processed by the proper rate for a value estimate of the property.

The subject property is not leased or utilized for income related purposes, therefore, the Income Approach is not applicable or necessary, in this case.

MARKET APPROACH

The Direct Sales Comparison Approach is the method of estimating market value by making direct comparisons of the subject, with similar properties that sold recently, under normal sales conditions. Adjustments to sales are often necessary to enhance comparability. The first adjustments required are for market conditions, which include condition of sale and financing terms. Secondly, adjustments are made for physical characteristics such as site value, improvements size, quality of construction, age, condition, appeal, off-street parking allowance, equipment and other amenities. This approach applies the principle of substitution in that a prudent purchaser would pay no more for a real property, than the cost of acquiring an equally desirable substitute on the open market. Therefore, sales and/or listing of properties with comparable location, characteristics and/or future earning capabilities would influence a prudent purchaser by offering alternative investments. This is the only approach which directly reflects the balance of supply and demand in actual trading in the market place. Units of comparison employed in the market are used to compare the comparable sales directly to the subject. Assuming reliable sales information to be available, this method is often recommended above all others.

Two units of comparison are derived from this approach, physical and economic. The physical unit of comparison is value derived by dividing the sale price of the similar properties, by the square foot, room, unit or other unit of comparison, depending upon property type. The economic unit of comparison applies to income characteristics of similar properties. Units of comparison may be the gross rent multiplier for residential properties or the gross income multiplier for income producing properties. The gross income multiplier is derived by dividing the sales price of similar properties, by the gross annual income. The gross income multiplier is then applied to the gross income of the subject property to derive an indicated estimate of value by this method.

The subject is vacant land, therefore, the direct sales comparison approach, "LAND" only is used herein.

LAND VALUE

The estimation of land value is critical to the accuracy of an appraisal. Comparisons should be consistent, and only comparable properties should be used for comparison purposes. In estimated the value of the subject site, as if vacant and available to be put to its highest and best use, the Direct Sales Comparison Approach has been utilized. This technique is the method of estimating market value by making direct comparison of the subject property to similar properties that sold recently under normal sales conditions. Adjustments are often required to enhance comparability for market and physical characteristics. Market adjustments include financing, condition of sale and date of sale. Physical characteristic adjustments include access, size, location or other variables. This approach applies the principal of substitution in that a prudent purchaser would pay no more for a real property than the cost of acquiring an equally desirable substitute property on the open market. Therefore, sales and or listings of properties with comparable location, characteristics and future earning capabilities, would influence a prudent purchaser by indication the price level for alternative properties.

Properties considered similar for comparison purposes follow.

LAND SALE NO. 1

GRANTOR: Cundieff Family Partnership

GRANTEE: Petr A. Richardson Revocable Trust

DATE OF SALE: 12-7-2021

RECORDING: 2021-080435

LEGAL DESCRIPTION: Lot 1, Brazos Shore S/D, Section I, City of Freeport,
Brazoria County, Texas

LOCATION: Old Brazos River; Second Street
Freeport, Texas

CONSIDERATION: \$100,000.00, or \$1,975.00 per F.F. River

SIZE: 10,517 Sq. Ft.

SHAPE: Rectangular

UTILITIES: All

ACCESS: Second Street

EASEMENTS: none adverse noted

USE AT SALE: Vacant

REMARKS: The tract was purchased for Residential home construction.

LAND SALE NO. 2

GRANTOR: Cundieff Family Partnership

GRANTEE: WKB Ventures

DATE OF SALE: 10-26-21

RECORDING: 2021-072429

LEGAL DESCRIPTION: Lot 1A, Brazos Shore S/D, Section I, City of Freeport, Brazoria County, Texas

LOCATION: Second Street
Freeport, Texas

CONSIDERATION: \$60,000 or \$4.98 Sq. Ft.; \$976.00 F.F. River

SIZE: 12,037 Sq. Ft.

SHAPE: Rectangular

UTILITIES: All Public

ZONING / RESTRICTIONS: Residential

ACCESS: Second Street

EASEMENTS: Several easements regarding electrical, shared drive, etc...
No adverse easements or encroachments noted.

USE AT SALE: Vacant

REMARKS: The property was purchased at a considerable discount due to the easements. The seller stated he sold the site at a discount of 50% because of all the easements, shared drive.

LAND SALE NO. 3

GRANTOR: Cundieff Family Partnership

GRANTEE: Chase Theriot

DATE OF SALE: 4-26-2021

RECORDING: 2021-027047

LEGAL DESCRIPTION: Lot 8, Brazos Shore S/D, Section I, City of Freeport,
Brazoria County, Texas

LOCATION: Old Brazos River; Second Street
Freeport, Texas

CONSIDERATION: \$120,000.00, or \$2,231.00 per F.F. River

SIZE: 12,887 Sq. Ft.

SHAPE: Rectangular

UTILITIES: All

ACCESS: Second Street

EASEMENTS: None adverse noted

USE AT SALE: Vacant

REMARKS: The tract was purchased for Residential home construction.

COMMENTS

All sales have River Frontage and are located across the river and east of the subject. Sale two had several easements and the seller discounted the sales price 50% for these.

Sales reflect a value range of \$976.00 to \$2,231.00 per front foot of river frontage. A value of \$1,000.00 per front foot is considered to be reasonable for the subject site.

48.3 F.F. X \$1,000.00 per F.F. = \$48,300.00

FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS

(\$48,300.00)

CORRELATION AND CONCLUSION

Value Indicated by the Cost Approach	=	N/A
Value Indicated by Direct Sales Comparison	=	\$48,300.00
Value Indicated by the Income Approach	=	N/A

The Cost Approach is one of the three recognized approaches to value and is an important indicator. The strength of this approach is that it is applicable to all types of improved properties and is valid if cost and land value estimates are accurate; the greatest factor being the accuracy of estimated depreciation. The weakness of this approach is that it does not necessarily reflect prevailing market conditions or, in the case of income producing properties, consider vacancies. The ultimate objective of the appraisal is to estimate the value, not cost; therefore, the Cost Approach is generally given the least weight or reliance.

The Direct Sales Comparison Approach is the only approach which directly reflects the balance of supply and demand in actual trading within the marketplace. The approach applies the principal of substitution and actually compares sales of like properties. The weakness of this approach is the availability of recent sales of comparable property type, as well as variations in location, condition, quality of construction, size and dates of sale. The comparable sales utilized in the direct sales comparison approach have been confirmed and are considered the most recent and similar to the subject for comparison purposes.

The Income Approach is based on the assumption that there is a direct relationship between the amount of income a property produces and its market value. Value, by this approach, is therefore the present worth of anticipated future income benefits. This approach is extremely reliable in estimating the value of income producing properties. It considers actual market conditions prevailing at the date of appraisal. The weakness or strength of this approach depends upon the accuracy of the three basic steps: forecasting income and expenses, deriving net income and choosing the appropriate rate and capitalizing the net income by the appropriate technique.

The greatest reliance has been given to the value indicated by the Market Approach.

The final estimate of market value, as is, as of February 13, 2022, is:

FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS
(\$48,300.00)

ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal and title considerations. Title to the property is assumed to be good and marketable unless otherwise noted.
2. The property is appraised as if free and clear of any and all liens or encumbrances unless otherwise noted.
3. Responsible ownership and competent property management are assumed.
4. Information, estimates and opinions furnished to the appraiser and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the appraiser.
5. All engineering is assumed to be correct. Any plot plans, building sketches, or other illustrative material in this report are included to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions on the property, subsoil or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws.
8. It is assumed that all applicable zoning and use regulations and restrictions are in compliance.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or federal government or private entity or organization has been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. Unless otherwise agreed upon, possession of this report or a copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without written consent of the appraiser and then only with property written qualification and only in its entirety.
11. The appraiser preparing this appraisal report is not required to give further consultation, testimony, or be in attendance in court on behalf of the client unless arrangements have been previously made.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the organization with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior consent and approval of the appraiser.
13. Unless otherwise stated in this report, the existence of hazardous material may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, lead based paint or other potentially hazardous materials which may be in any improvements or whose presence may contaminate the soil and ground water may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property, or on or in the adjacent property being appraised. No responsibility is assumed for such conditions, or for any expertise or engineering knowledge required to disclose them. The client is urged to retain an expert in the field, if desired.
14. Any other unknown conditions which could affect the property such as the discovery of archaeological sites, old cemeteries, etc., are assumed not to exist to the detriment of the property for purposed of this appraisal.
15. The values as concluded herein are entirely contingent upon the subject property not being within or subject to a federally designated potential endangered species area as defined by the U.S. Fish and Wildlife Service, which, as a result, might otherwise limit, restrict and/or prevent development of the subject property to its highest and best use.

CERTIFICATION

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

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased analysis, opinions and conclusions.
3. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions and conclusions contained in the report).
4. All conclusions and opinions, concerning the real estate, that are set forth in the appraisal report were prepared by the appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the appraiser, and appraiser shall have no responsibility for any such unauthorized change.
5. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
6. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
8. My compensation for completing this assignment is not contingent upon the development of report of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
9. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
10. The appraiser Barry Coleman, has made a personal inspection of the property that is the subject of this report. No other significant professional assistance in the inspection, research, and processing of this appraisal was provided.
11. I have appraised similar type facilities and am competent to appraise these types of properties.
12. The appraiser **has not** performed appraisal services related to the subject property within the last three year period preceding the acceptance of this assignment. The previous appraisal was for loan processing procedures.
13. The estimate of market value in this appraisal report is not based in whole, or in part, upon race, color, religion, sex, handicap, national origin or familial status of the present owners or occupants or owners in the vicinity of the property appraised.

14. I am currently certified by the Texas Appraiser Licensing and Certification Board, through December 31, 2022.


Barry A. Coleman
Texas Appraiser Certification
Number TX-1324203-G

QUALIFICATIONS OF THE APPRAISER

Barry A. Coleman is the owner of Angleton Real Estate Appraisal, with offices located at 217 Sebesta Road, Angleton, Texas. He has been actively engaged in the full time real estate appraisal business since April 1985.

CERTIFICATIONS/LICENSES:

Texas Real Estate Salesman License No. 362589-03
State Certified General Real Estate Appraiser, Certification Number TX-1324203-G

EDUCATION:

Graduate of Angleton High School - 1982
Successfully completed required courses and acquired salesman license - 1985.
Brazosport College - TREC Courses
28 hours of mandatory continuing education courses and USPAP update courses are required every two years by the Appraisal Standards Board and I have met these requirements since 1990.

EXPERIENCE:

Appraisal experience includes assignments as follows:

Country Clubs, Motels, Medical Offices, Office buildings and office complexes, Convenience Stores, Shopping centers, Industrial complexes, Office-warehouses, Subdivisions, Farms and ranches, Single family dwellings, Multi-family dwellings, Churches, Restaurants and fast foods, Fabricating shops, Mobile home parks, Automobile dealerships, Estates, Grain elevators, Carwashes, Mini-storage facilities, Marinas, Day care centers, Airports, Hospitals, Community water systems, Private schools, Lumber yards, Ball rooms, Service stations and special use properties such as Docking facilities, Material yards and Bulk stations. Also included are Eminent Domain Appraisals for drainage easements, Powerline easements and Pipeline rights-of-way.

PARTIAL LIST OF CLIENTS:

Financial Institutions:

First Prosperity Bank, N.A.; Texas Gulf Bank, N.A.; First State Bank - Clute; Brazoswood National Bank - Richwood; Express Bank; Bank of America; First National Bank - Alvin; First State Bank of Moulton; First National Bank - Lake Jackson; NCNB Texas National Bank; Ameritrust Texas, N.A.; Commercial State Bank; LaPort State Bank; Wells Fargo Bank; Texas National Bank - Tomball; First National Bank - Eagle Lake; Colorado Valley Bank - LaGrange; Compass Bank; Marchants Bank; NationsBank; First Community Bank, N.A.; Texas Independent Bank - Dallas; Union Planters Bank.

Mortgage Companies:

First Interstate Mortgage Company; Prudential Relocation; Manufacturers Hanover Servicing, Inc.; Great Southwest Savings; Banc One Mortgage; Coldwell Banker Relocation; Greater Houston Financial Services, Inc.; I.T.T. Small Business Finance; PNL Credit Company, LLC - Fort Worth; Phoenix Mortgage Company; Metropolitan Mortgage and Securities Company, Inc.; Chemical National Mortgage Corporation; The Lending Center-Houston; Texas Independent Mortgage Company, Irving; Strategic Mortgage Services, California; Inspections Over America, Livingston; Acquisition Funding, Angleton; Mortgage Specialists, Inc., Fort Worth; Bayside Mortgage, Deer Park; Wells Fargo Mortgage.

**BARRY ALBERT COLEMAN
217 SEBESTA RD
ANGLETON, TX 77515**



**TEXAS APPRAISER LICENSING &
CERTIFICATION BOARD**

Certified General Real Estate Appraiser

Appraiser: Barry Albert Coleman

License #: TX 1324203 G

License Expires: 12/31/2022

**Having provided satisfactory evidence of the qualifications required
by the Texas Appraiser Licensing and Certification Act, Occupations
Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser**

**For additional information or to file a complaint please contact TALCB
at www.talcb.texas.gov.**


**Chelsea Buchholtz
Commissioner**



**SUPPLEMENTAL
DEED WITHOUT WARRANTY**

5-5-14

STATE OF TEXAS §

COUNTY OF BRAZORIA §

1. Grantor herein is Velasco Drainage District, a political subdivision of the State of Texas. Grantee herein is the City of Freeport, a Texas municipal corporation, whose address is 200 West Second Street, Freeport, Texas 77541.

2. The purpose of this Supplemental Deed Without Warranty is to add an additional tract to the term "the Property," as defined in the Deed Without Warranty (herein called "the Original Deed") from Velasco Drainage District to the City of Freeport, recorded under County Clerk's File No. 2014010210 in the Official Records of Brazoria County, Texas.

3. Accordingly, the term "the Property" in said Original Deed is hereby amended to include not only "the Property" as defined in said Original Deed but also the following real property ("the Supplemental Property") in Brazoria County, Texas, and any improvements thereon:

All that certain 2.823 acres of land out of a called 12.83 acre tract conveyed to the Velasco Drainage District in Volume 363, Page 155 of the Brazoria County Deed Records, a portion of which was conveyed to the City of Freeport in Clerk's File No. 2014-010210 of the Brazoria County Official Records and situated in the Eli Mitchell Survey, Abstract 99, Brazoria County, Texas, and more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein in full.

4. The Original Deed is hereby incorporated herein in full by reference. This Supplemental Deed Without Warranty and the Supplemental Property are subject to all of the same terms, conditions, DISCLAIMERS OF WARRANTY, agreements, and all other provisions of any nature in the Original Deed, as if the Supplemental Property had originally been included in the definition of "the Property" in the Original Deed. The entire Original Deed shall remain in full force and effect, subject to this supplement to the definition of "the Property."

VELASCO DRAINAGE DISTRICT

By: George L. Kidwell
George L. Kidwell, Chairman

ATTEST:

F. Robert Hamlet
F. Robert Hamlet, Secretary

ACCEPTED AND AGREED:

CITY OF FREEPORT

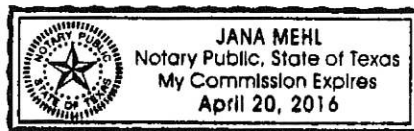
By: Norma Moreno Garcia
Norma Moreno Garcia, Mayor

ATTEST:

Delia Munoz
Delia Munoz, City Secretary

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§

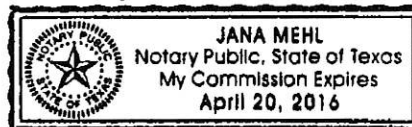


This instrument was acknowledged before me, on the 7th day of May, 2014, by George L. Kidwell, as Chairman, on behalf of Velasco Drainage District.

Jana Mehl
Notary Public in and for the State of Texas

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§



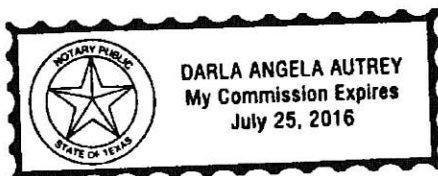
This instrument was acknowledged before me, on the 7th day of May, 2014, by F. Robert Hamlet, as Secretary, on behalf of Velasco Drainage District.

Jana Mehl
Notary Public in and for the State of Texas

THE STATE OF TEXAS
COUNTY OF BRAZORIA

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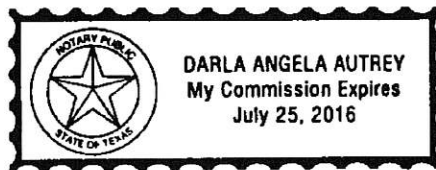
This instrument was acknowledged before me, on the 27th day of May, 2014, by Norma Moreno Garcia, as Mayor, on behalf of the City of Freeport



Darla Autrey
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the 27th day of May, 2014, by Delia Munoz, as City Secretary, on behalf of the City of Freeport.



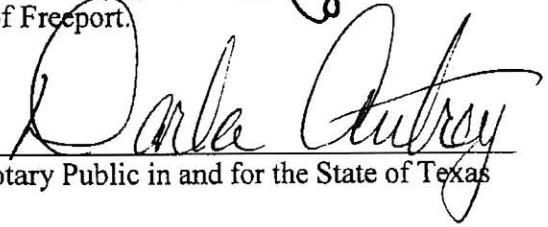

Notary Public in and for the State of Texas

EXHIBIT "A"


Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

2.823 ACRES
ELI MITCHELL SURVEY, ABSTRACT 99
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 3

ALL THAT CERTAIN 2.823 ACRES of land out of a called 12.83 acre tract conveyed to the Velasco Drainage District in Volume 363, Page 155 of the Brazoria County Deed Records, a portion of which was conveyed to the City of Freeport in Clerk's File No. 2014-010210 of the Brazoria County Official Records and situated in the Eli Mitchell Survey, Abstract 99, Brazoria County, Texas, and more particularly described by metes and bounds as follows;

BEGINNING at a ¼" iron rod found marking the East corner of a tract of land conveyed to Kerry Martha Wherry in Volume 1709, Page 365 of the Brazoria County Deed Records, same being the West corner of Tract 2 conveyed to Charles Kouches in Volume 416, Page 245 of the Brazoria County Deed Records and the North corner of a called 0.368 acre tract conveyed to Brazoria County in Volume 662, Page 252 of the Brazoria County Deed Records;

THENCE South 31°25'50" West, coincident with the West line of said Brazoria County called 0.368 acre tract, a distance of 111.67 feet to a point located in the Northeast water's edge of the Old Brazos River, marking the Southeast corner of the herein described 2.823 acre tract;

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

North 56°46'27" West, a distance of 14.11 feet to an angle point;
 North 71°34'05" West, a distance of 113.05 feet to an angle point;
 North 60°25'23" West, a distance of 93.53 feet to an angle point;
 North 53°52'25" West, a distance of 151.65 feet to an angle point;
 North 51°42'16" West, a distance of 120.08 feet to an angle point;
 North 48°34'44" West, a distance of 54.08 feet to an angle point;
 North 54°01'32" West, a distance of 108.04 feet to an angle point;
 North 46°43'52" West, a distance of 136.52 feet to an angle point;
 North 48°56'18" West, a distance of 60.27 feet to an angle point;
 North 47°00'21" West, a distance of 115.47 feet to an angle point;
 North 45°15'02" West, a distance of 57.27 feet to an angle point;
 North 47°56'00" West, a distance of 50.59 feet to an angle point;
 North 45°47'57" West, a distance of 58.25 feet to an angle point;
 North 47°06'01" West, a distance of 98.93 feet to an angle point;
 North 47°33'31" West, a distance of 140.58 feet to an angle point;
 North 43°44'17" West, a distance of 24.18 feet to a point for corner, located in the Southeast right-of-way boundary line of Division Street, for the West corner of the herein described 2.823 acre tract;

131 Commerce Street • Clute, Texas 77531-5601

 Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

2.823 ACRES
ELI MITCHELL SURVEY, ABSTRACT 99
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 3

THENCE North 31°08'43" East, coincident with the Southeast right-of-way line of said Division Street, a distance of 43.09 feet to set 5/8" iron rod with cap, at the intersection of the Southeast right-of-way line of Division Street with the Southwest right-of-way line of Front Street for the North corner of the herein described 2.823 acre tract, from which a found 1/2" iron rod marking the West corner of Block 1 of the Velasco Townsite, recorded in Volume 32, Page 14 of the Brazoria County Deed Records bears North 31°08'43" East, a distance of 41.1 feet;

THENCE South 58°36'06" East, coincident with the Southwest right-of-way line of said Front Street, a distance of 188.18 feet to a 1/2" iron rod found marking the North corner of a called 0.0295 acre tract conveyed to Fred Price in Clerk's File No. 2009-005299 of the Brazoria County Official Records, for an angle corner of the herein described 2.823 acre tract;

THENCE South 47°15'11" East, coincident with the Southwest line of said Fred Price called 0.0295 acre tract and the Southwest line of a 2205 square foot tract of land conveyed to J. E. Savell in Volume 413, Page 397 of the Brazoria County Deed Records, a distance of 149.99 feet to set 5/8" iron rod with cap for the South corner of said J. E. Savell called 2205 square foot tract, for an interior corner of the herein described 2.823 acre tract;

THENCE North 31°10'02" East, coincident with the southeast line of said J. E. Savell called 2205 acre tract, a distance of 30.00 feet to a set 5/8" iron rod with cap in the Southwest right-of-way line of Front Street, for the East corner of said J. E. Savell called 2205 acre tract, for an exterior corner of the herein described 2.823 acre tract;

THENCE South 58°49'58" East, coincident with the Southwest right-of-way line of said Front Street, a distance of 10.00 feet to a 1/2" iron rod found marking the North corner of a called 0.09 acre tract conveyed to Tracy Mark Savell and James W. Savell in Clerk's File No. 2013-006417 of the Brazoria County Official Records, for an exterior corner of the herein described 2.823 acre tract;

THENCE South 31°12'19" West, coincident with the Northwest line of said Tracy Mark Savell and James W. Savell called 0.09 acre tract, a distance of 26.43 feet to a set 5/8" iron rod with cap for the West corner of said Mark Savell and James W. Savell called 0.09 acre tract and an interior corner of the herein described 2.823 acre tract;

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

THENCE South 45°43'39" East, coincident with the Southwest line of said Mark Savell and James W. Savell called 0.09 acre tract, at a distance of 101.49 feet pass a ½" iron rod found marking the South corner of said Mark Savell and James W. Savell called 0.09 acre tract, same being the West corner of a called 0.116 acre tract conveyed to Tracy Mark Savell and James W. Savell in Clerk's File No. 2013-006417 of the Brazoria County Official Records, at a distance of 187.75 feet pass a ¾" iron pipe found marking the South corner of said Tracy Mark Savell and James W. Savell called 0.116 acre tract, same being the West corner of a called 0.11 acre tract conveyed to Ignacio S. and Martha Leija in Clerk's File No. 00-026462 of the Brazoria County Official Records, continuing for a total distance of 254.46 feet to a ½" iron pipe found marking the South corner of said Ignacio S. and Martha Leija called 0.11 acre tract, same being the West corner of a Bridgepoint Subdivision recorded in Clerk's File No. 2103-045815 of the Brazoria County Official Records;

THENCE coincident with the Southwest line of said Bridgepoint Subdivision with the following courses and distances:

South 45°59'54" East, a distance of 159.11 feet to a ¾" iron pipe found for an angle point,
 South 33°48'50" West, a distance of 5.26 feet to a ¾" iron pipe found for an angle point,
 South 58°36'37" East, a distance of 304.31 feet to a set 5/8" iron rod for an angle point,
 South 53°52'21" East, a distance of 69.23 feet to a set 5/8" iron rod for an angle point, and
 South 65°24'52" East, a distance of 130.42 feet to ½" iron rod found marking the South corner of said Bridgepoint Subdivision, same being the West corner of said Kerry Martha Wherry tract, for an angle point of the herein described 2.823 acre tract;

THENCE South 65°13'55" East, coincident with the Southwest line of said Kerry Martha Wherry tract, a distance of 125.68 feet to the **POINT OF BEGINNING**, containing 2.823 acres of land, more or less.


Charles D. Wachtstetter
 Registered Professional Land Surveyor
 Texas Registration Number 4547
 April 28, 2014



This description is based on a survey, a plat of which dated April 28, 2014 is on file in the office of Doyle & Wachtstetter, Inc.

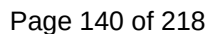
131 Commerce Street • Clute, Texas 77531-5601
 Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

A CALLED 12.83 ACRE TRACT
CONVEYED TO
VELASCO DRAINAGE DISTRICT
IN
VOLUME 363, PAGE 165
OF THE
BRAZORIA COUNTY DEED RECORDS
IN THE
ELMISTWELL SURVEY
ABSTRACT 99
BRAZORIA COUNTY, TEXAS
FOR
THE CITY OF FREEPORT

AND BOUNDS DESCRIPTION ON FILE IN THE OFFICES OF DOYLE
 & MACARTHUR, INC.

OLD
BRAZOS
RIVER

FOR _____



FILED and RECORDED

Instrument Number: 2014020712

Filing and Recording Date: 05/27/2014 03:50:39 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, reading "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

ccclerk-juanita



City Council Agenda Item #7.

Title: Consideration and possible action approving continuing the Cooperation Agreement between the City of Freeport and Brazoria County for the participation in the Brazoria County CDBG and Home Program for Federal Fiscal Year 2025-2027.

Date: June 17, 2024

From: Cathy Ezell, Finance Director

Staff Recommendation: Staff recommends approving the Cooperation Agreement.

Item Summary: The City of Freeport has historically participated in Brazoria County's CDBG and HOME Programs. The County has to re-qualify for the Community Development Block Grant (CDBG) and HOME Program funds from the U.S. Department of Housing and Urban Development (HUD) for Fiscal Years 2025-2027.

Background Information: The City in 2022 received a fund in the amount of \$250,000 for sewer line replacement and is expected to receive approximately \$200,000 for the installation of water valves in 2025 from this program. The County receives the funds from HUD and then allocates those funds to all the cities participating in the program. By participating in this program the City is not eligible to apply for grants under the Texas Community Development Program (TX-CDBG) or the Texas HOME Investment Program.

Special Considerations: N/A

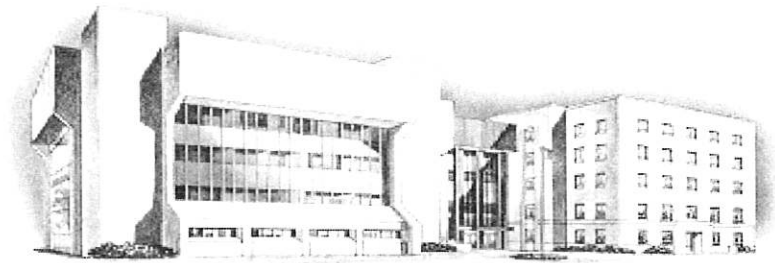
Financial Impact: The City will receive an allocation of funds to complete qualifying projects.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. County CDBG Agreement

DAPHNE LEMELLE
DIRECTOR



JENNIFER CRAINER
ASSISTANT DIRECTOR

BRAZORIA COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

May 31, 2024

Dear Mayor:

This year Brazoria County will be re-qualifying for the Community Development Block Grant (CDBG) and HOME Program funds from the U. S. Department of Housing and Urban Development (HUD) for FYs 2025-2027. The County has to re-qualify for these funds every three years. Currently, twenty Cities in the County participate in the Brazoria County CDBG and HOME Programs. A list of these Cities is attached hereto.

Your city is currently a participating jurisdiction. If your City wishes to continue participating or elects to opt-out of the Brazoria County CDBG and HOME Program, you will need to notify this office by completing the attached *Notice to Withdraw or Remain as a Participating Jurisdiction*. We must receive this notification in our office no later than **5:00 p.m. on June 24, 2024**. Additionally, attached for your review is the Addendum to Cooperation Agreement reflecting updates to the original agreement. If you elect to continue, we request that this Addendum be reviewed, signed and submitted back to Brazoria County Community Development by **June 24, 2024**.

Please note that by continuing to be included in the County's program, your City will not be eligible to apply for grants under the Texas Community Development Program (TX-CDBG) or the Texas HOME Investment programs. This will not however affect any other grant program you wish to apply for (e.g., Texas Parks and Wildlife Department, Federal Aviation Administration/Texas Aeronautical Commission, Texas State Library, Criminal Justice Council, etc.)

We do hope that your City will continue to be a partner with the County and we look forward to continuing housing and community development efforts within your City.

As indicated above, please send your signed notice, and addendum, as applicable, to Daphne Lemelle, Brazoria County Community Development, 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515.

If you have any questions about the program, please feel free to call me at (979) 864-1860.

Sincerely,

Daphne Lemelle
Community Development Program Director

1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1427

Brazosport Area
(979) 388-1427

Houston Area
(281) 756-1427

Fax Number
(979) 864-1827

NOTICE TO WITHDRAW OR REMAIN AS A PARTICIPATING JURISDICTION

Daphne Lemelle
Brazoria County Community Development
1524 E. Mulberry, Suite 162
Angleton, TX 77515

The City of Freeport elects to:

- ☒ Remain as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2025-2027. I understand that requesting to remain as a Participating Jurisdiction, I agree to renew and extend the Cooperation Agreement between the County and the City of Freeport.
- ☐ Withdraw as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2025-2027. I understand that by withdrawing as a participating jurisdiction, our city will no longer be entitled to receive CDBG and HOME funding from Brazoria County. I also understand that I must notify Brazoria County Community Development and the local HUD Field Office that the City of _____ intends to withdraw as a participating jurisdiction. This request must be in writing, sent to both entities, and be received by June 24, 2024.

Signed by:

Signature

Mayor

Title

**Please email form to daphnel@brazoriacountytx.gov or mail
form to Daphne Lemelle
By June 24, 2024**

AMENDMENT/ADDENDUM TO COOPERATION AGREEMENT

This Agreement Amendment/Addendum covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs.

Per requirement of the CPD Notice 24-02: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2025-2027 to read:

Paragraph II has been amended to read as follows:

The City and the County acknowledge that this Cooperation Agreement covers the Community Development Block Grant (CDBG) Entitlement Program, the HOME Investment Partnership Program (HOME) and the Emergency Solutions Grant (ESG) Program. Furthermore, the City understands that it may not apply for grants from appropriations under the small cities or State CDBG Programs. The City further understands and agrees that it may receive funding under the HOME and ESG programs only through the County, unless the County does not receive an allocation for such funding at which time the City may apply for HOME or ESG funding from the State.

Paragraph IV has been amended to read as follows:

This Agreement shall remain in full force and effect for the period October 1, 2025 through September 30, 2027. The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the Agreement is specifically terminated in writing by either party before the end of the County's three-year qualification period. The County agrees to notify the City by the date specified in HUD's Urban County Qualification Notice for each successive qualification period of the City's right to not participate and to send a copy of such notice to the HUD Field Office. The City and the County acknowledge that they are aware that federal regulations do not permit the County to allow the City to withdraw from this Agreement or otherwise terminate this Agreement at any time during the period covered by the Agreement.

The City and the County also acknowledge that it will adopt any amendment to this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements set forth in any Urban County Qualification Notice which may be applicable for any subsequent three-year period and to submit such amendment to HUD as provided in the Urban County Qualification Notice, and that failure by either party to adopt such amendments will void the automatic renewal of such qualification period.

Furthermore, the City and the County acknowledge that this Agreement remains in effect until the CDBG, HOME and ESG funds and program income received with respect to the initial *three-year* qualification period and any successive qualification periods are expended and the funded activities completed and that the County and City shall not terminate or withdraw from the Agreement while the Agreement remains in effect.

Paragraph IX has been amended to read as follows:

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of

1974, as amended, and will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, the Fair Housing Act and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a). The County and City also agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, as well as other applicable laws. The City and County further agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing (AFFH).

Paragraph XIV now reads as follows:

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the ____ day of _____, 2024, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the ____ day of _____, 2024, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

L.M. "Matt" Sebesta, Jr.

ATTEST

By: _____
County Clerk

CITY OF ____

Mayor

ATTEST

By: _____
City Secretary

CERTIFICATE OF CITY ATTORNEY

CITY OF Freeport, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

Date

City Attorney

ORDER

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

On this the _____ day of _____, 2024, the Commissioners' Court, sitting as the governing body of Brazoria County, Texas, at a regular meeting, upon motion of Commissioner _____ seconded by Commissioner _____, duly put and carried,

IT IS ORDERED that the County Judge be, and he is hereby authorized to execute, and the County Clerk is hereby authorized to attest for and on behalf of Brazoria County, an agreement between Brazoria County and the City of _____ for the purpose of cooperating in the County's Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant (ESG) Programs for Federal FY 2025-2027, which agreement is hereby referred to and made a part hereof for all purposes as though fully set out herein.

Signed by:

L. M. "Matt" Sebesta, Jr., County Judge	_____
Commissioner "Dude" Payne, Pct. 1	_____
Commissioner Ryan Cade, Pct. 2	_____
Commissioner Stacy Adams, Pct. 3	_____
Commissioner David Linder, Pct. 4	_____

**Participating Cities in Brazoria County
CDBG and HOME Programs**

Alvin
Angleton
Bailey's Prairie
Bonney
Brazoria
Brookside Village
Clute
Danbury
Freeport
Holiday Lakes
Iowa Colony
Jones Creek Village
Lake Jackson
Manvel
Oyster Creek Village
Richwood
Sandy Point
Surfside Beach
Sweeny
West Columbia

Non-Participating Cities

Hillcrest Village
Liverpool
Pearland
Quintana



City Council Agenda Item #8.

Title: Consideration and possible action to award the bid for the installation of electrical service at Fire Station #2 to Danford Electric in the amount of \$48,662.66 and allow the City Manager to sign the contract.

Date: June 17, 2024

From: Christopher Motley, Fire Chief

Staff Recommendation: Staff Recommend awarding the bid to Danford Electric.

Item Summary: This City went out for competitive sealed bids for the electrical work needed for the installation of the building for Fire Station #2 and received two responses. Danford Electric was the lowest bidder with a bid of \$48,662.66. This price includes \$3,593.00 to dig the ditch for the underground work and \$45,069.66 for the electrical work.

Background Information: The City released the Request for Proposals (RFP) for the electrical work needed to install the new building for Fire Station #2 on May 21, 2024. The RFP was placed on the City's website and advertised in the Facts on May 21, 2024, and May 28, 2024. The RFP's were due June 6, 2024. We received two proposals.

Special Considerations: N/A

Financial Impact: This item is part of the project budget for Fire Station #2.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Electrical Fire Station #2

Danford Electric

Po Box 1870
Brazoria, Texas 77422
(979) 798-8530
danfordelectric@yahoo.com

Master #: 37297

Tecl #: 21534

Project Manager: Thomas Danford

Danford Electric

PO BOX 1870

Brazoria, Tx 77422

(979)798-8530

Master# 37297 Tecl#21534

Electrical Proposal

Client Information

Freeport Fire Department

Chief Motley

Project Overview

Provide labor, materials, and equipment for installation of a 400 amp underground meter loop service and install costumers 400 amp transfer switch.

The services for this include:

- Install 400 amp single phase service to Center Point
- Service pole underground
- Install power to modular building sub panels
- Install power to generator battery charger and block heater
- Install new panel in engine room
- Install 6 wall packs on the outside of engine building
- Install 12 led fixtures in engine building
- Install 6 work receptacles inside engine building
- Install exit and emergency lights in engine building
- Install power to automatic door openers
- Install 3 apparatus chargers with 20 amp and 30 amp receptacles in engine building
- Copper feeders for installation

Client will provide equipment rental and below grade digging

Cost and payment terms

Total cost: 45,069.66

50% upfront, 35% on service completion, 15% on job completion

 6-6-24

Danford Electric

Po Box 1870

Brazoria, Texas 77422

(979) 798-8530

danfordelectric@yahoo.com

Master #: 37297

Tecl#: 21534

June 6, 2024

If Danford Electric is to be responsible for digging ditch for underground the cost would be:

Equipment cost: \$1093.00

Fuel Charge: \$50.00

Delivery fee: \$450.00

Labor cost: \$2000.00

Total cost: \$3593.00

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

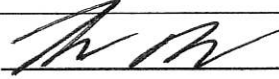
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (BID) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Included prefixes, e.g., "BID-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	Report Type: a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: <u>Thomas Danford</u> Title: <u>Owner</u> Telephone No.: <u>979-481-0601</u> Date: <u>6-6-24</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which

NA

Danford Electric

BA 

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, DanFord electric certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Thomas DanFord owner

Printed Name and Title of Contractor's Authorized Official

6-6-24

Date

Penney's Electric Co., Inc
P.O. Box 288 / 510 N. Gulf Blvd
Freeport, TX 77542

979-233-4156 Office
979-285-7925 Brian Thompson Electrical
Supervisor / Project Manager
979-480-6780 Shana Tidwell-Garza Office
Manager

penneyselectric@sbcglobal.net

RFP# 2024-05 For New Construction Electrical Service

2712 6/3/24
Shana Tidwell-Garza 6/3/24

Owner / President & Date

Office Manager & Date

Penney's Electric Co Inc
P. O. Box 2888
Freeport, Texas 77542
979-233-4156 Office; Fax 979-239-2725
Email: penneyselectric@sbcglobal.net
Texas State Electrical Contractor #33778

Proposal #: PECO 1951

Proposal Submitted to:

City of Freeport
200 West 2nd St
Freeport, TX 77541

Date: 06/04/2024

Job Location:

Fire Station #2
1221 N Gulf Blvd
Freeport, TX 77541

Attn: Chief Motley

Penney's Electric, proposes to furnish labor, materials, and equipment necessary for the following work:

1. Build new service rack and install service equipment, main panels, main disconnect and supplied automatic transfer switch
2. Install service drop from new service rack to service pole
3. Install modular building feeders from main panel to new modular building sub-panels
4. Disconnect the existing electrical service to the emergency generator at Freeport Fire Station #2, 1203 North Gulf Blvd.
5. Install generator feeders from relocated generator to new ATS
6. Install generator circuits for battery charger and block heater fed from main panel & 1 spare circuit
7. Install new sub-panel in engine bay fed from main panel
8. Install (6) LED wall packs on outside walls of engine bay
9. Install (12) LED fixtures inside of engine bay
10. Install (6) work receptacles inside engine bay
11. Install exit / emergency lighting inside engine bay
12. Install automatic door openers in engine bay
13. Install (3) chargers for apparatus in engine bays

This estimate does not include equipment rental or any digging below grade by Penney's Electric. New 400-amp ATS will be supplied by Freeport Fire Dept.

The total estimated price is: \$56,692.75 (Fifty-six thousand, six hundred ninety-two dollars and 75/100). This does not include tax. This amount is valid for 30 days from the date of this proposal. **15% due upon acceptance of estimate for purchase of materials**

All work is to be performed in accordance with the above description and will be done in accordance with the National Electrical code and in a workmanship-like manner. Penney's Electric will be responsible for all electrical permits and fees and will furnish proof of our general liability insurance on request. The owner is responsible for fire, theft, storm related and other necessary owner insurance.

PAYMENT IS DUE AS FOLLOWS: 15% due upon acceptance of estimate for purchase of materials, with the balance due 1% 10, 30 net.

Any deviation or order from the above specifications will be deemed as extra work and will be charged at an additional cost. All additional work will be agreed on in writing before the work is started.

I agree to the above specifications and authorize Penney's Electric Co., Inc. to proceed with the work as specified.

Name: _____
(Please Print)

Date: _____

Signature: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1171028

Date Filed:
06/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Penney's Electric Co, Inc.
Freeport, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Freeport

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP # 2024-05

New Construction of Electrical Service for Fire Station # 2 located at 1221 N Gulf Blvd, Freeport, TX

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Shana Tidwell Garza, and my date of birth is 10/25/1976.

My address is 205 Williamsburg Ave (street), Chula (city), TX (state), 77531 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazoria County, State of TX, on the 4th day of June, 2024.
(month) (year)

Shana Tidwell Garza
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Penney's Electric Co. Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

6/3/24
Date

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Penney's Electric Co., Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Shana Tidwell-Garza

Signature of Contractor's Authorized Official

Shana Tidwell-Garza - Office Mgr.

Printed Name and Title of Contractor's Authorized Official

6/3/24

Date

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <i>NA</i>	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award <i>NA</i>	Report Type: a. initial filing ____ b. material change <i>NA</i>
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known: <i>NA</i>	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <i>NA</i> Congressional District, if known:	
Federal Department/Agency: <i>NA</i>	7. Federal Program Name/Description: <i>NA</i> CFDA Number, if applicable: _____	
Federal Action Number, if known: <i>NA</i>	9. Award Amount, if known: \$ <i>NA</i>	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <i>NA</i>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>NA</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <i>[Signature]</i> Print Name: <i>Shana Tidwell-Garza</i> Title: <i>Office Mgr.</i> Telephone No.: <i>979-233-4156</i> Date: <i>6/3/24</i>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	



City Council Agenda Item #9.

Title: Consideration and possible action approving Resolution No. 2024-2867 deeming items surplus and donating to local agency.

Date: June 17, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends deeming radios and chargers as surplus items and approving the items as a donation to Surfside PD and EMS as a part of our continued partnership.

Item Summary: Motorola hand held radios APX600 model H98UCF9PW6AN with chargers model NNTN7079A.

Radio Serial Numbers: 481CQX7615, 481CQX7618, 481CQX7619, 481CQX7620, 481CQB0161, 481CQB0162, 481CPX3301, 481CNB2154

Background Information: The listed hand held radios with chargers were previously purchased through Grant # 2656501 FY2013. The radios were end of life and were no longer serviced by the manufacturer. A new grant was obtained to purchase the police department updated radios. Since the previous radios purchased in 2013 were no longer in use by our police department, Oyster Creek PD has requested 10 of these radios with chargers to be donated to their agency.

Special Considerations: Law enforcement agencies in Brazoria County make an extra effort to assist our neighboring agencies. These additional radios for Surfside PD and EMS would allow for continued communication to better protect their community, and our community in mutual aid incidents.

Financial Impact: None.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Resolution Declaring Certain Personal Property Surplus 5.2024

RESOLUTION NO. 2024 -2867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, DECLARING CERTAIN PERSONAL PROPERTY AS OBSOLETE, VALUELESS AND SURPLUS; PROVIDING FOR DISPOSAL OF THE SAME BY THE CITY MANAGER OR HIS DESIGNEE; AUTHORIZING THE MAYOR TO EXECUTE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has certain personal property to wit attached as Exhibit “A”; and,

WHEREAS, said personal property due to its age and use is obsolete, valueless and surplus and has no effective value for the City to otherwise dispose of or trade in such personal property; and

WHEREAS, the City no longer has any foreseeable use for such property which has no useful purpose and the same should be deemed to be surplus; and,

WHEREAS, the City needs to dispose of such personal property; and,

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

SECTION 1. the personal property owned by the City identified by Exhibit “A”, attached, are hereby declared to be obsolete, valueless and surplus, and that the City Manager is authorized to dispose of such personal property for its salvage value or donate it to any other nonprofit entity, by appropriate means.

SECTION 2. That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 3. That all provisions of the resolutions of the City of Freeport, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law provides.

PASSED and APPROVED by the City Council of the City of Freeport, Texas, on the 17th day of June, 2024.

APPROVED:

Jerry Cain, Mayor

ATTEST:

Clarisa Molina, City Secretary

APPROVED:

City Attorney

EXHIBIT A
RESOLUTION 2024 - _____

Motorola hand held radios APX600 model H98UCF9PW6AN with chargers model NNTN7079A.

Radio Serial Numbers:

481CQX7615
481CQX7618
481CQX7619
481CQX7620
481CQB0161
481CQB0162
481CPX3301
481CNB2154

Monthly Golf Course Report May 2024

For the month of May we had our highest revenue for any previous May with a total of \$103,228.00 after taxes. This now puts us at \$150,558.00 over our projected revenue goal so far this fiscal year. We saw over 3000 members and guests this month which has us on track to have over 30,000 rounds played for the fiscal year. Our membership has held over 200 members for the month at 211 which has been very beneficial to our revenue goals.

For the month we did lose some revenue due to closing the practice facility and three golf holes due to the river coming out of its banks. These areas were closed for a total of six days. The staff was very proactive with handling this situation to keep the downtime to only six days. We also had two power outages this month which shut down our phones and cash register. This has become a regular issue which also hurts our revenue as well as customer service.

As we move into the summer we have filled all open spots for outside tournaments and this will be the first year we filled every open spot. With cooperation from Mother Nature we should have a stellar summer and surpass 1,000,000.00 in revenue for the fiscal year.

I have attached detailed numbers to look at each of our revenue categories.

Thank you

Brian

Golf Course Goals vs Actuals 2023-2024

Goal

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	20,000	13,000	12,000	11,000	11,000	22,000	22,000	23,000	22,000	17,000	16,000	16,000	205,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	10,000	8,000	8,000	6,000	6,000	10,000	11,000	11,000	12,000	11,000	11,000	11,000	115,000
Merchandise	13,000	10,000	10,000	9,000	9,000	18,000	19,000	20,000	20,000	17,000	15,000	15,000	175,000
Prep Food	800	700	500	500	500	1,300	1,400	1,500	1,500	1,100	1,100	1,100	12,000
Beer Sales	7,000	6,000	6,000	6,000	5,000	9,000	9,000	9,000	9,000	8,000	8,000	8,000	90,000
Drinks/Chips	3,500	2,000	1,500	1,500	1,500	3,000	4,000	4,000	4,000	4,000	3,000	3,000	35,000
Memberships	12,000	10,000	12,000	9,000	10,000	10,000	12,000	12,000	11,000	11,000	11,000	10,000	130,000
Total	\$66,300	\$49,700	\$50,000	\$43,000	\$43,000	\$73,300	\$78,400	\$80,500	\$79,500	\$69,100	\$65,100	\$64,100	\$762,000

Actual

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	25,793	23,227	26,771	9,074	19,147	40,121	41,668	37,689					223,490
Rec(taxable)	0	0	0	0	0	0	0	0					
Golf Cart	9,302	8,069	9,205	3,851	8,299	13,593	12,666	12,726					77,710
Merchandise	13,310	11,174	12,419	8,537	12,679	24,568	22,655	19,321					124,663
Prep Food	892	900	1,091	426	866	2,743	1,124	1,118					9,161
Beer Sales	7,195	5,270	6,331	2,040	5,750	10,697	11,267	10,664					59,216
Drinks/Chips	3,934	3,084	3,540	1,480	2,777	5,086	4,880	5,753					30,534
Memberships	13,759	11,454	15,374	11,645	9,741	15,093	16,722	15,957					109,745
Total	\$74,185	\$63,178	\$74,732	\$37,053	\$59,259	\$111,901	\$110,982	\$103,228	\$0	\$0	\$0	\$0	\$634,518

Over/Under	\$7,885	\$13,478	\$24,732	-\$5,947	\$16,529	\$38,601	\$32,582	\$22,728					\$150,588
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Rounds of Golf

Month	Fy2022-2023	Fy2023-2024
OCT	2692	2363
NOV	1153	2109
DEC	2028	2348
JAN	2125	1182
FEB	2176	2241
MAR	2961	3444
APR	2740	3285
MAY	2776	3461
JUN	3094	
JUL	3393	
AUG	2811	
SEP	2897	

30846	20433
-------	-------



Memberships

Month	FY2022-2023	FY2023-2024
OCT	194	188
NOV	184	186
DEC	186	189
JAN	174	187
FEB	178	198
MAR	195	201
APR	192	203
MAY	196	211
JUN	186	
JUL	162	
AUG	183	
SEP	187	

□

Revune for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	2023-224
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	76,592.04	\$ 74,167.03
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62	\$ 63,177.89
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	\$ 62,544.32	\$ 53,930.64	74,575.41
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	61,756.57	\$ 36,937.26
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	62,570.03	\$ 59,528.92
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	\$ 91,891.25	111,901.00
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	\$ 93,909.09	110,981.80
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	\$ 86,160.00	103,122.90
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	98,988.00	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	96,210.00	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	88,042.00	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	68,991.57	106,996.00	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	950,429.24	\$634,392.21



PUBLIC WORKS MONTHLY REPORT

Date: May 2024

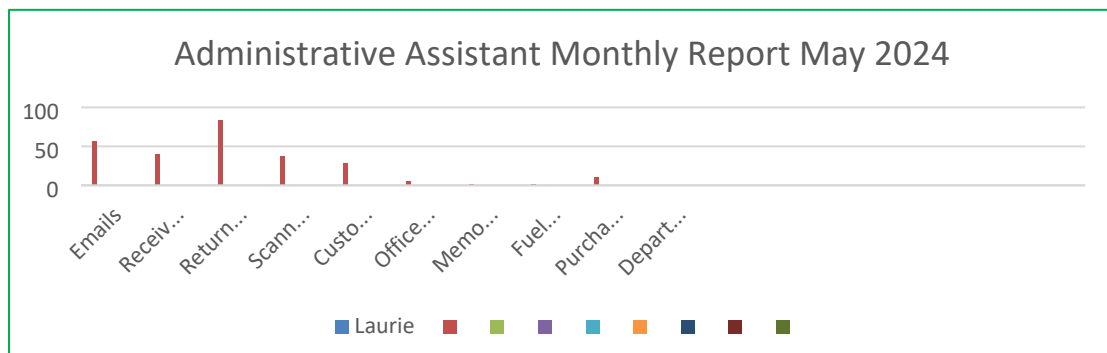
From: Rudy Ragle, Director of Public Works

Administration Division:

Under the Direction of the Director of Public Works, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Work Orders
- Communication
- Orders

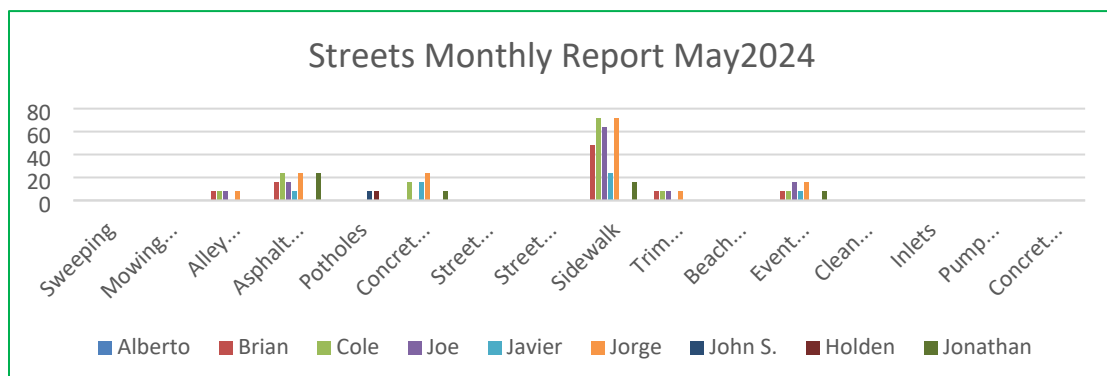


Streets Division:

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

Key Highlights This Month:

- Side walk and curb 1300 Block Mesquite
- Generator pads for 2 lift stations
- Road repair Ave J

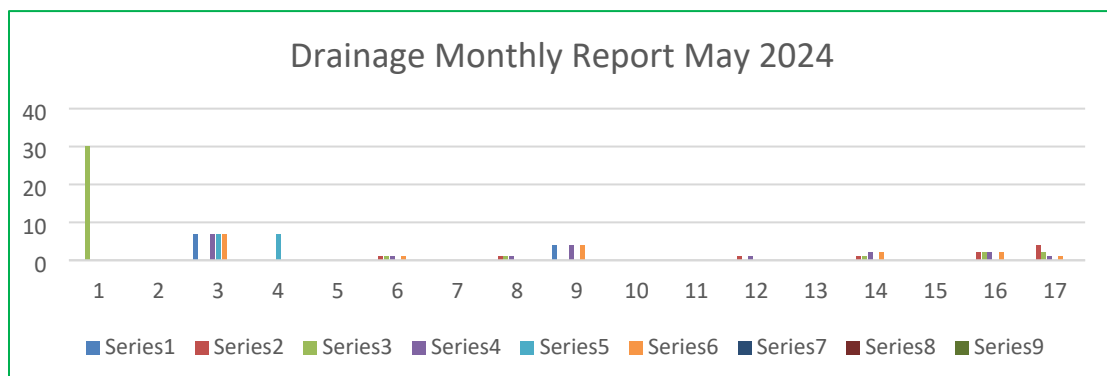


Drainage Division:

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

Key Highlights This Month:

- Alley work Gulf BLVD
- Clean drainage ditches
- Mow right of ways Ward A, B, C, D

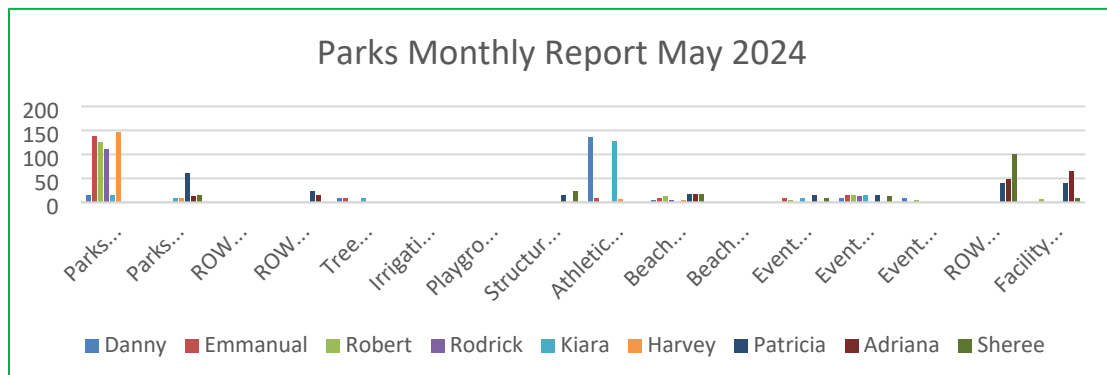


Parks Division:

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

Key Highlights This Month

- Park Maintenance
- Athletic Field Maintenance
- Beach Clean up

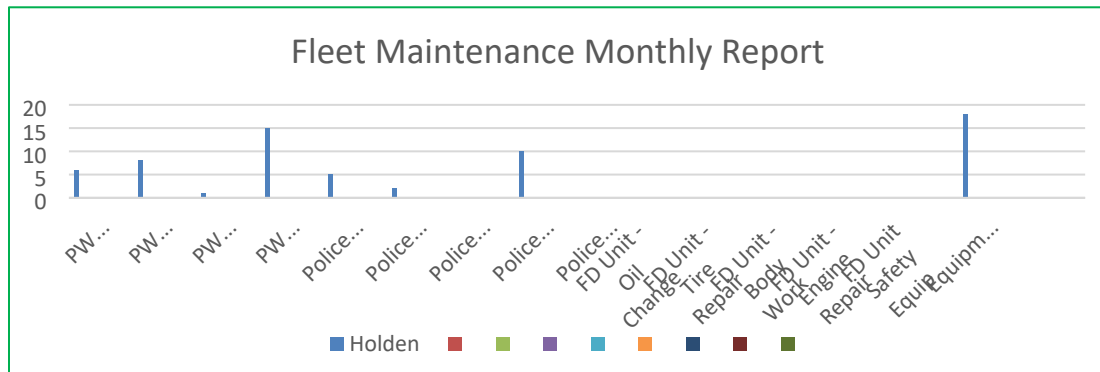


Fleet Division:

Under the direction of the Assistant City Manager, this division is responsible for all repairs and maintenance of the city's Fleet

Key Highlights This Month:

- Maintenance on PW equipment
- Maintenance on PW units
- Police unit up keep

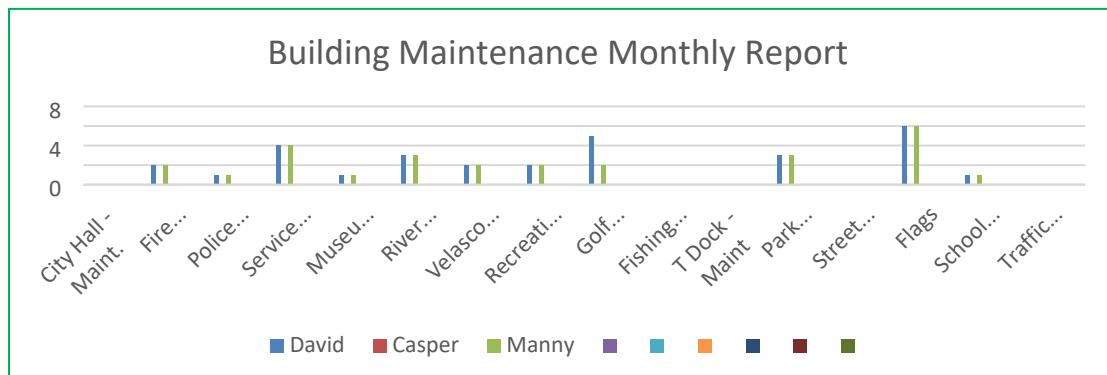


Building Maintenance Division:

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

Key Highlights This Month:

- Repairs needed at new City Hall
- Repair at Rec Center Pool
- Remodel of Kitchen at FMP



Recreation Division:

Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs. Attached is the Recreation Division reports.





May 2024

- Seniors Day & Commissions Meeting/ Bingo- (Every 3rd Monday of the month)- May 20th
- Staff Updates- We are currently hiring two part time recreation attendants.
- Programs
 - ❖ Zumba- We have one Zumba instructor that has class 8:30- 9:30 a.m. on Mondays and Wednesdays and 10- 11am on Saturdays and 6- 7 p.m. on Mondays, Wednesdays and Fridays.
 - ❖ Silver Sneakers
- Events
 - ❖ Our Seniors Trip took place on May 13th and our Seniors Bingo on May 20th.
We are currently working on:
 - ❖ Opening the pool for the summer
 - ❖ Preparing for Fright Night in October.
 - ❖ Senior event on June 17



FREEPORT SENIOR CITIZEN ANNUAL PICNIC

June 17 | 9:30 a.m. - 12:00 p.m. **55+ Only**

RIVER PLACE
733 Mystery Harbor Lane Freeport, TX, 77541

Food - Dance - Prizes - Games - Music - Cake Walk



RONNIE COLEMAN BAND
EVERYTHING FREE



FREE ADMISSION

55+ Only
PRIZES

SENIOR CITIZENS BINGO

STARTS AT 10 AM!

May 20th

Velasco Community House
110 Skinner
Freeport, TX, 77541





Facebook Data

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022
People like Freeport Recreation page	3,048	3,073	3,103	3,136	3,161	3,189	3,206	3,213	3,223	3,235	3,243	3,250
People follow The Freeport Recreation page	3,133	3,168	3,198	3,241	3,270	3,317	3,338	3,343	3,353	3,363	3,378	3,395
	Dec. 2022	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	Jun. 2023	Jul. 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023
People like Freeport Recreation page	3,253	3,260	3,271	3,358	3,437	3,474	3,492	3,511	3,527	3,548	3,561	3,561
People follow The Freeport Recreation page	3,406	3,420	3,449	3,620	3,738	3,779	3,807	3,831	3,858	3,879	3,900	3,910
	Dec 2023	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May 2024						
People like Freeport Recreation page	3,558	3,564	3,613	3,656	3,713	3,730						
People follow The Freeport Recreation page	3,916	3,938	3,998	4,062	4,135	4,158						



Revenue

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	June 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022
Adult Daily Pass	\$95	\$250	\$275	\$295	\$80	\$340	\$445	\$465	\$365	\$175	\$330	\$80
Child Daily Pass	\$63	\$77	\$109	\$92	\$46	\$155	\$124	\$48	\$73	\$79	\$68	\$89
Senior Daily Pass	\$24	\$30	\$39	\$150	\$114	\$45	\$201	\$42	\$27	\$42	\$96	\$36
Student Daily Pass	\$249	\$234	\$159	\$213	\$117	\$225	\$462	\$219	\$252	\$138	\$78	\$39
	Dec. 2022	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	June 2023	Jul. 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov 2023
Adult Daily Pass	\$250	\$240	\$200	\$230	\$155	\$220	\$190	\$385	\$195	\$190	\$140	\$100
Child Daily Pass	\$76	\$67	\$3	\$5	\$3	\$12	\$27	\$23	0	\$1	\$0	\$12
Senior Daily Pass	\$18	\$3	\$42	\$48	\$21	\$57	\$42	\$72	\$51	\$39	\$6	\$36
Student Daily Pass	\$96	\$33	\$54	\$57	\$36	\$144	\$267	\$375	\$63	\$30	\$21	\$72
	Dec 2023	Jan 2024	Feb 2024	Mar. 2024	Apr. 2024	May 2024						
Adult Daily Pass	\$280	\$255	\$175	\$160	\$155	\$270						
Child Daily Pass	\$0	\$4	\$7	\$6	\$1	\$2						
Senior Daily Pass	\$30	\$27	\$24	\$33	\$51	\$126						
Student Daily Pass	\$69	\$99	\$96	\$231	\$237	\$189						



	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022
Monthly Membership Family	\$120	\$90	\$60	\$270	\$180	\$330	\$690	\$360	\$180	\$120	\$30	\$80
Monthly Membership Individual	\$240	\$540	\$640	\$620	\$660	\$840	\$640	\$620	\$1140	\$810	\$580	\$510
Monthly Membership Senior	\$120	\$180	\$140	\$190	\$190	\$250	\$260	\$250	\$189	\$160	\$200	\$100
Monthly Membership Youth	\$120	\$60	\$60	\$70	\$120	\$70	\$80	\$30	\$50	\$20	\$20	\$10
	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr. 2023	May 2023	June 2023	July 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov 2023
Monthly Membership Individual	\$90	\$60	\$120	\$620	\$500	\$720	\$580	\$640	\$520	\$660	\$500	\$600
Monthly Membership Senior	\$420	\$780	\$480	\$210	\$170	\$180	\$160	\$220	\$170	\$170	\$120	\$150
Monthly Membership Youth	\$90	\$180	\$130	\$10	0	0	\$20	\$60	\$20	\$10	\$0	\$20
Monthly Membership Family	\$10	\$20	\$0	\$30	\$60	\$90	\$300	\$210	\$30	\$30	\$60	\$30
	Dec 2023	Jan 2024	Feb 2024	Mar. 2024	Apr. 2024	May 2024						
Monthly Membership Individual	\$420	\$740	\$640	\$620	\$720	\$580						
Monthly Membership Senior	\$90	\$130	\$130	\$150	\$190	\$180						
Monthly Membership Youth	\$20	\$30	0	0	\$10	\$90						
Monthly Membership Family	\$60	\$90	\$120	\$90	\$180	\$60						



Check In's

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022
Monthly Membership Individual	107	93	202	231	269	292	193	153	305	249	149	99
Monthly Membership Family	28	11	27	75	88	64	196	102	36	23	10	4
Monthly Membership Senior	64	40	76	121	104	125	112	96	99	66	75	21
City Employee	76	30	53	61	37	40	24	21	22	7	9	14
	Dec. 2022	Jan. 2023	Feb. 2023	Mar. 2023	April 2023	May 2023	June 2023	Jul. 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov 2023
Monthly Membership Individual	89	104	152	166	85	65	162	154	167	245	161	197
Monthly Membership Family	17	5	3	18	1	10	42	52	16	6	10	23
Monthly Membership Senior	10	60	102	117	54	25	35	89	90	120	63	67
City Employee	13	5	3	11	3	7	26	17	6	11	7	5
	Dec 2023	Jan 2024	Feb 2024	Mar. 2024	Apr. 2024	May 2024						
Monthly Membership Individual	188	125	218	219	247	182						
Monthly Membership Family	23	10	25	47	21	26						
Monthly Membership Senior	65	36	57	94	119	74						
City Employee	1	5	5	6	18	20						



Recreation	Sept. 2022	Oct. 2022	Nov. 2022	Dec. 2022	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	June 2023	July 2023	Aug. 2023
Number hours sports fields are used	90	98	4	0	36	22	60	42	26	2	0	20
Facility rental revenue	\$16,060	\$2,450	\$8,700	\$3,227	\$7,270	\$15,565	\$17,385	\$3,425	\$6,960	\$5,690	\$ 3900	\$8,475
Total number of hours of use for non-revenue rentals	10	23	43	32	16	30	66	24	43	8	20	8
Facility rentals	15	16	11	8	16	12	10	19	27	21	13	8
Sports field rentals	0	0	2	0	4	3	1	0	1	1	0	20
Total number of contract classes offered/held	15	17	24	14	23	21	25	16	25	23	25	25
Number of recreational programs offered	1	1	0	0	0	0	0	0	0	0	1	0
Number of events co-sponsored by the department	0	0	2	4	2	2	2	2	7	1	3	1
Number of non-profit organizations/public agencies that operate programs/services at park facilities at no cost for facility rental	10	2	2	4	2	10	2	1	7	1	3	1
	Sept. 2023	Oct. 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar. 2024	Apr. 2024	May 2024			
Number hours sports fields are used	14	16	0	2	18	51hrs 30min	83 hrs 30 mins	85 hrs 30min	49 hrs			
Sports field rentals (<i>Baseball & Softball fields</i>)	2	0	0	2	0	0	2 hrs	2 hrs	0			
Facility rental revenue (<i>Net</i>)	\$12,175	\$4,580	\$1475	\$6240	\$14,850	\$6226	\$6350	\$15,579	\$10,890			
Facility rentals (<i>RP, VCH, FMP, GAZ</i>)	20	11	11	14	10	6	11	10	16			
Total number of contract classes offered/ held	22	22	22	20	24	20	23	21	23			
Number of events co-sponsored by the department	1	3	3	4	3	1	1	3	4			
Number of non-profit organizations/public agencies that operate programs/services at park facilities at no cost for facility rental	1	3	3	4	3	3	2	2	10			



FREEPORT POLICE DEPARTMENT

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

MAY 2024 REPORT

I. CALLS FOR SERVICE

2582 calls for service were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

II. INCIDENTS

141 cases were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

III. TRAFFIC STOPS

477 traffic stops were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

IV. ANIMAL CONTROL

192 animal control calls reported for the month.
Shelter intake: 31 dogs and 79 cats

V. CODE ENFORCEMENT

303 code enforcement violations reported for the month.
Citizen Serve report to follow.

VI. TRAINING

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).
- Various training during the month for the department 1205 hours.
- Includes mandatory courses, TPCA courses, leadership courses and instructor courses.

VII. COMMUNITY EVENTS

The police department participated in the following events for this month:
- Cinco de Mayo
- Take a Child Fishing
- Graduation of our Citizen Police Academy

The following are upcoming events:

- June 10th – 12th Cops and Kids Camp
- July Fishing Fiesta
- August 3rd Kids Fest



VIII. COMPLAINTS and COMPLIMENTS

None.

IX. STAFFING

DISPATCHERS:

We currently are short 2 positions. Interviews and testing performed.

JAILERS:

We currently short 1 position. Interviews and testing performed.

ACOS:

We are full staff.

CODE ENFORCEMENT:

We have our code enforcement supervisor is transferring over the building to run the rental program.
We will have 1 opening towards the end of June.

POLICE OFFICERS:

We have 1 conditional job offer to an academy cadet and still have 1 opening.

PROMOTIONS:

None.

SPECIAL ANNOUNCEMENTS:

None.

Freeport Police Department

Monthly Call For Service CC

Printed on June 10, 2024

Description	Totals	
911 CALL	70	70
911 HANG UP	62	62
ABANDONED VEHICLE	2	2
ALARM - BUSINESS	25	25
ALARM - HOLD UP	1	1
ALARM - MEDICAL	5	5
ALARM - RESIDENTIAL	3	3
AMBULANCE CALL - FREEPORT	145	145
AMBULANCE CALL - OYSTER CREEK	14	14
AMBULANCE CALL - SURFSIDE	45	45
ANIMAL BITE	1	1
ANIMAL CONTROL - GENERAL	188	188
ANIMAL CONTROL - PENDING	3	3
ASSAULT	8	8
ATTEMPT TO SERVE - WARRANT	5	5
AUTO THEFT	1	1
BAR CHECK	22	22
BEACH PATROL	5	5
BROADCAST	12	12
CHECKED OUT	3	3
CITY ORDINANCE VIOLATION	12	12
CIVIL MATTER	17	17
CIVIL STANDBY	9	9
CLERK CHECK	75	75
CLOSE PATROLLING AREA	379	379
CLOSE PATROL REQUEST	4	4
CODE ENFORCEMENT	330	330
COMMERCIAL VEHICLE ENFORCEMENT	13	13
COURTESY TRANSPORT	2	2
CPS RELATED INVESTIGATION	16	16
CRASH - HIT & RUN	11	11
CRASH - MAJOR	10	10
CRASH - MINOR	13	13
CRIMINAL MISCHIEF	6	6
CRIMINAL TRESPASSING	6	6
DEBRIS IN ROADWAY	6	6
DISTURBANCE PHYSICAL	14	14
DISTURBANCE VERBAL	30	30
DRIVING WHILE INTOXICATED	1	1
DUMPING ILLEGALLY	3	3
Duplicate Call	1	1
FIRE - ALARM	4	4

Description	Totals	
FIRE CALL	17	17
FLAGGED DOWN	8	8
FOLLOW UP	30	30
FOUND PROPERTY	10	10
FRAUD	3	3
HARASSMENT	5	5
HIGH WATER	2	2
HOSPICE DEATH	1	1
INCIDENT REPORT	1	1
INDECENT EXPOSURE	2	2
INSPECTION	7	7
JAIL CHECK	1	1
JAIL DUTY	5	5
JUVENILE COMPLAINTS	14	14
K9 INSPECTION	2	2
LOST ARTICLE/PROPERTY	1	1
MENTAL HEALTH CALL/REFERAL	5	5
MISCELLANEOUS	75	75
MISSING JUVENILE	1	1
MISSING PERSON	1	1
MOTORIST ASSIST	21	21
NARCOTICS COMPLAINT	3	3
NOISE COMPLAINT	28	28
OPEN DOOR/WINDOW	1	1
OTHER AGENCY ASSIST	11	11
PARKING VIOLATION	2	2
POLICE ESCORT	1	1
PRISONER TRANSPORT	13	13
PUBLIC INTOXICATION	1	1
PUBLIC RELATIONS	1	1
RECKLESS DRIVER	9	9
REPORT DROPPED IN ERROR	7	7
REPOSESSION VEHICLE	14	14
RUNAWAY	4	4
SPEAK WITH OFFICER	60	60
SPECIAL ASSIGNMENT	6	6
SPECIAL WATCH	6	6
SUBJECT CONTACT	31	31
SUSPICIOUS CIRCUMSTANCE	33	33
SUSPICIOUS NOISE	4	4
SUSPICIOUS SUBJECT	28	28
SUSPICIOUS VEHICLE	32	32
SWAT	1	1
TERRORISTIC THREATS	1	1
THEFT	21	21
TOWED VEHICLE	4	4

Description	Totals	
TRAFFIC COMPLAINT	9	9
TRAFFIC CONTROL	5	5
TRAFFIC STOP	377	377
UNAUTH USE OF A VEHICLE	2	2
UNWANTED SUBJECT	24	24
WARRANT CLASS B OR ABOVE	3	3
WARRANT MUNICIPAL	2	2
WARRANT OTHER AGENCY	1	1
WATER / STREET DEPT CALLOUT	12	12
WELFARE CONCERN	19	19
	12	12
Totals	2582	2582

Freeport Police Department

Monthly Incidents CC

Printed on June 10, 2024

Reported	Case Number	Offenses	Description
05/02/24	FPD24-0563	CRIMINAL MISCHIEF/CLASS C	CRIMINAL MISCHIEF
05/02/24	FPD24-0565	INCIDENT REPORT	COURTESY TRANSPORT
05/02/24	FPD24-0564	CAPIAS WARRANT	CAPIAS PRO FINE
05/02/24	FPD24-0567	INCIDENT REPORT	HOSPICE DEATH
05/03/24	FPD24-0568	CITY WARRANT	WARRANT MUNICIPAL
05/03/24	FPD24-0569	CRUELTY TO NON-LIVESTOCK	ANIMAL CONTROL - GENERAL
05/03/24	FPD24-0570	CITY WARRANT	WARRANT MUNICIPAL
05/03/24	FPD24-0571	THEFT PROP >=\$100<\$750	THEFT
05/03/24	FPD24-0572	VACCINATION REQUIRED;	ANIMAL BITE
05/04/24	FPD24-0573	INCIDENT REPORT	DISTURBANCE VERBAL
05/05/24	FPD24-0574	THEFT CLASS C	THEFT
05/05/24	FPD24-0575	DUTY ON STRIKING UNATTENDED	CRASH - HIT & RUN
05/05/24	FPD24-0579	ILLEGAL DUMPING	DUMPING ILLEGALLY
05/06/24	FPD24-0576	AGG ASSAULT W/DEADLY	ASSAULT
05/06/24	FPD24-0577	ABANDON ENDANGER CHILD	RECKLESS CONDUCT
05/06/24	FPD24-0582	INCIDENT REPORT	FOUND PROPERTY
05/06/24	FPD24-0578	FRAUD - GENERAL	SPEAK WITH OFFICER
05/06/24	FPD24-0580	ILLEGAL DUMPING	DUMPING ILLEGALLY
05/06/24	FPD24-0581	CPS/APS REFERRAL	AMBULANCE CALL - FREEPORT
05/06/24	FPD24-0583	PUBLIC INTOXICATION	911 CALL
05/07/24	FPD24-0584	DEATH INVESTIGATION	HOSPICE DEATH
05/07/24	FPD24-0585	FORGERY GOVT	FORGERY
05/07/24	FPD24-0586	THEFT PROP >=\$100<\$750	THEFT
05/07/24	FPD24-0587	ASSAULT BY PHYSICAL CONTACT	ASSAULT
05/07/24	FPD24-0588	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
05/07/24	FPD24-0589	ASSAULT FAM/HOUSE MEM	DISTURBANCE PHYSICAL
05/08/24	FPD24-0590	INCIDENT REPORT	HOSPICE DEATH
05/08/24	FPD24-0591	CITY WARRANT	PRISONER TRANSPORT
05/08/24	FPD24-0592	DISPLAYED FICTICIOUS PLATE	TRAFFIC STOP
05/08/24	FPD24-0593	FAIL TO REMAIN AND REPORT	CRASH - HIT & RUN
05/08/24	FPD24-0594	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
05/08/24	FPD24-0595	CAPIAS WARRANT	PRISONER TRANSPORT
05/09/24	FPD24-0596	SEXUAL ASSAULT CHILD -	INDECENT EXPOSURE
05/09/24	FPD24-0597	INCIDENT REPORT	SPEAK WITH OFFICER
05/09/24	FPD24-0598	CITY WARRANT	PRISONER TRANSPORT
05/09/24	FPD24-0599	OTHER JURISDICTION WARRANT	SUSPICIOUS SUBJECT
05/10/24	FPD24-0600	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
05/10/24	FPD24-0601	CREDIT CARD OR DEBIT CARD	FRAUD
05/10/24	FPD24-0602	CAPIAS WARRANT; CAPIAS	WARRANT MUNICIPAL
05/10/24	FPD24-0605	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
05/10/24	FPD24-0603	INCIDENT REPORT	RUNAWAY
05/10/24	FPD24-0604	INCIDENT REPORT	SUSPICIOUS VEHICLE
05/11/24	FPD24-0606	CAPIAS WARRANT	PRISONER TRANSPORT

Reported	Case Number	Offenses	Description
05/12/24	FPD24-0607	PUBLIC INTOXICATION	UNWANTED SUBJECT
05/12/24	FPD24-0608	ASSAULT CAUSES BODILY INJURY	ASSAULT
05/12/24	FPD24-0609	OTHER JURISDICTION WARRANT	SUSPICIOUS CIRCUMSTANCE
05/12/24	FPD24-0610	CRIMINAL MISCHIEF/CLASS C	CRIMINAL MISCHIEF
05/12/24	FPD24-0611	INCIDENT REPORT	FOUND PROPERTY
05/13/24	FPD24-0613	DUTY ON STRIKING FIXTURE/HWY	CRASH - MINOR
05/13/24	FPD24-0612	FAIL TO REMAIN AND REPORT	REPORT DROPPED IN ERROR
05/13/24	FPD24-0614	PUBLIC INTOXICATION	UNWANTED SUBJECT
05/13/24	FPD24-0615	DUTY ON STRIKING UNATTENDED	CRASH - HIT & RUN
05/13/24	FPD24-0616	THEFT PROP >=\$30K<\$150K	AUTO THEFT
05/13/24	FPD24-0617	DUTY ON STRIKING UNATTENDED	CRASH - HIT & RUN
05/13/24	FPD24-0618	OTHER JURISDICTION WARRANT;	TRAFFIC STOP
05/14/24	FPD24-0619	THEFT PROP >=\$100<\$750	THEFT
05/14/24	FPD24-0620	INCIDENT REPORT	INCIDENT REPORT
05/14/24	FPD24-0621	INCIDENT REPORT	INCIDENT REPORT
05/14/24	FPD24-0622	BURGLARY OF HABITATION	THEFT
05/14/24	FPD24-0623	THEFT CLASS C	THEFT
05/14/24	FPD24-0624	INCIDENT REPORT	CRASH - MAJOR
05/15/24	FPD24-0625	CAPIAS WARRANT	SUBJECT CONTACT
05/15/24	FPD24-0626	THEFT PROP >=\$750<\$2,500	THEFT
05/15/24	FPD24-0627	DRIVING WHILE LICENSE INVALID	TRAFFIC STOP
05/15/24	FPD24-0628	OTHER JURISDICTION WARRANT	911 CALL
05/16/24	FPD24-0629	INCIDENT REPORT	JUVENILE COMPLAINTS
05/16/24	FPD24-0630	INCIDENT REPORT	DISTURBANCE PHYSICAL
05/16/24	FPD24-0631	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
05/17/24	FPD24-0632	INCIDENT REPORT	FOUND PROPERTY
05/17/24	FPD24-0633	CRIMINAL MISCHIEF	CRIMINAL MISCHIEF
05/17/24	FPD24-0634	POSSESSION OF DRUG	SUBJECT CONTACT
05/18/24	FPD24-0635	FAIL TO IDENTIFY FUGITIVE	CLERK CHECK
05/18/24	FPD24-0636	ASSAULT FAM/HOUSE MEM	ASSAULT
05/19/24	FPD24-0637	NO DRIVER'S LICENSE	TRAFFIC STOP
05/19/24	FPD24-0638	DRIVING WHILE INTOXICATED	TRAFFIC STOP
05/19/24	FPD24-0639	RAN STOP SIGN; POSSESSION OF	TRAFFIC STOP
05/19/24	FPD24-0640	ASSAULT CAUSES BODILY INJ	911 HANG UP
05/19/24	FPD24-0642	DEATH INVESTIGATION	DEATH INVESTIGATION
05/19/24	FPD24-0641	ATTACK BY DOG RESULTING IN	AMBULANCE CALL - FREEPORT
05/20/24	FPD24-0643	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
05/20/24	FPD24-0644	INCIDENT REPORT	MISSING JUVENILE
05/20/24	FPD24-0645	INCIDENT REPORT	THEFT
05/20/24	FPD24-0646	PUBLIC INTOXICATION	DISTURBANCE VERBAL
05/21/24	FPD24-0647	THEFT CLASS C	THEFT
05/21/24	FPD24-0658	ARSON	FIRE CALL
05/21/24	FPD24-0648	CRIM TRESPASS	UNWANTED SUBJECT
05/21/24	FPD24-0650		REPORT DROPPED IN ERROR
05/21/24	FPD24-0649		REPORT DROPPED IN ERROR
05/21/24	FPD24-0651	FRAUD - GENERAL	FRAUD
05/21/24	FPD24-0653		REPORT DROPPED IN ERROR

Reported	Case Number	Offenses	Description
05/21/24	FPD24-0652	INCIDENT REPORT	FOUND PROPERTY
05/21/24	FPD24-0656	INCIDENT REPORT	DISTURBANCE VERBAL
05/21/24	FPD24-0654	CAPIAS WARRANT	PRISONER TRANSPORT
05/22/24	FPD24-0655	TAMPER/FABRICATE PHYS EVID	NARCOTICS COMPLAINT
05/22/24	FPD24-0657	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
05/22/24	FPD24-0659		FIRE CALL
05/22/24	FPD24-0660	ASSAULT CAUSES BODILY INJ	ASSAULT
05/22/24	FPD24-0661	CAPIAS WARRANT	PRISONER TRANSPORT
05/22/24	FPD24-0662	ASSAULT CAUSES BODILY INJURY	DISTURBANCE VERBAL
05/23/24	FPD24-0663	ASSAULT FAM/HOUSE MEM	DISTURBANCE VERBAL
05/23/24	FPD24-0664	THEFT PROP >=\$2,500<\$30K	THEFT
05/23/24	FPD24-0665	INCIDENT REPORT	FOUND PROPERTY
05/23/24	FPD24-0666		CRASH - HIT & RUN
05/23/24	FPD24-0667	THEFT PROP >=\$750<\$2,500	THEFT
05/24/24	FPD24-0668	ASSAULT BY PHYSICAL CONTACT	ASSAULT
05/24/24	FPD24-0669	CAPIAS WARRANT	UNWANTED SUBJECT
05/24/24	FPD24-0670	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
05/24/24	FPD24-0671	INCIDENT REPORT	TRAFFIC STOP
05/24/24	FPD24-0672	CITY WARRANT	WARRANT MUNICIPAL
05/24/24	FPD24-0673		FRAUD
05/24/24	FPD24-0674	DRIVING WHILE INTOXICATED	SUSPICIOUS CIRCUMSTANCE
05/25/24	FPD24-0675	THEFT PROP >=\$100<\$750	THEFT
05/25/24	FPD24-0677	CRUELTY TO NON-LIVESTOCK	ANIMAL CONTROL - GENERAL
05/25/24	FPD24-0676	CITY WARRANT; NO DRIVER'S	TRAFFIC STOP
05/25/24	FPD24-0678	PUBLIC INTOXICATION	PUBLIC INTOXICATION
05/25/24	FPD24-0679	OTHER JURISDICTION WARRANT	TRAFFIC STOP
05/26/24	FPD24-0680	ASSAULT BY PHYSICAL CONTACT;	DISTURBANCE PHYSICAL
05/26/24	FPD24-0681		REPORT DROPPED IN ERROR
05/26/24	FPD24-0682	UNL CARRYING WEAPON; POSS	TRAFFIC STOP
05/26/24	FPD24-0683	ASSAULT CAUSES BODILY INJURY	ASSAULT
05/26/24	FPD24-0684	DRIVING WHILE LICENSE INVALID	TRAFFIC STOP
05/27/24	FPD24-0685	THEFT CLASS C	THEFT
05/27/24	FPD24-0686	D.O.C. OBSCENE LANGUAGE	911 CALL
05/28/24	FPD24-0687	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
05/28/24	FPD24-0688		MISCELLANEOUS
05/28/24	FPD24-0689	INCIDENT REPORT	RUNAWAY
05/28/24	FPD24-0690	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
05/28/24	FPD24-0691	PUBLIC INTOXICATION	DISTURBANCE VERBAL
05/28/24	FPD24-0693	INCIDENT REPORT	CPS RELATED INVESTIGATION
05/28/24	FPD24-0692	INCIDENT REPORT	FOUND PROPERTY
05/29/24	FPD24-0694		FOUND PROPERTY
05/29/24	FPD24-0695	THEFT PROP >=\$750<\$2,500	THEFT
05/29/24	FPD24-0696	DRIVING WHILE INTOXICATED 3RD	CRASH - MAJOR
05/30/24	FPD24-0697	OTHER JURISDICTION WARRANT	SUSPICIOUS VEHICLE
05/30/24	FPD24-0698	CITY WARRANT	UNWANTED SUBJECT
05/30/24	FPD24-0699	THEFT CLASS C	THEFT
05/30/24	FPD24-0700	FAILURE TO MAINTAIN FINANCIAL	TRAFFIC STOP

Reported	Case Number	Offenses	Description
05/30/24	FPD24-0701	OTHER JURISDICTION WARRANT	SUSPICIOUS SUBJECT
05/31/24	FPD24-0702		ANIMAL CONTROL - GENERAL
05/31/24	FPD24-0703	INTERFER W/EMERGENCY CALL;	DISTURBANCE PHYSICAL
05/31/24	FPD24-0704	INCIDENT REPORT	DISTURBANCE VERBAL

Total Records: 141

Freeport Police Department

Monthly Traffic Stops CC

Printed on June 10, 2024

Descriptions	Totals	
ACO - Verbal Warning	1	1
Advice Given	1	1
Arrest	27	27
Citation Issued	171	171
Citation Issued ; Vehicle Towed	3	3
CVE - No Violation	3	3
Handled By Officer / Deputy	11	11
No Police Action Taken	1	1
Report Taken	3	3
Written Warning Issued	256	256
Totals	477	477

VIOLATION LIST (CUSTOM)

Open From Date:

05/01/2024

Open To Date:

05/31/2024

Show Address:

N

FILE#	VIOLATION	OPEN DATE	STATUS
24-001014	Growth or accumulation of weeds, rubbish, and the like.	05/01/2024	Open
24-001014	Neglected Premises	05/01/2024	Open
24-000766	Growth or accumulation of weeds, rubbish, and the like.	05/01/2024	Closed
24-000766	Neglected Premises	05/01/2024	Closed
24-001020	Growth or accumulation of weeds, rubbish, and the like.	05/02/2024	Closed
24-001020	Neglected Premises	05/02/2024	Closed
24-001021	Growth or accumulation of weeds, rubbish, and the like.	05/02/2024	Closed
24-001021	Neglected Premises	05/02/2024	Closed
24-001031	Growth or accumulation of weeds, rubbish, and the like.	05/03/2024	Closed
24-001031	Neglected Premises	05/03/2024	Closed
24-001040	Accumulation of carrion, filth, and the like.	05/03/2024	Open
24-001040	Neglected Premises	05/03/2024	Open
24-001042	Motor Vehicles/Inoperable/Unlicensed	05/03/2024	Closed
24-001055	Growth or accumulation of weeds, rubbish, and the like.	05/07/2024	Closed
24-001055	Neglected Premises	05/07/2024	Closed
24-001055	Sidewalks, Alleys and Unpaved Right-of-Ways	05/07/2024	Closed
24-001057	Growth or accumulation of weeds, rubbish, and the like.	05/07/2024	Closed
24-001065	Growth or accumulation of weeds, rubbish, and the like.	05/08/2024	Open
24-001072	Growth or accumulation of weeds, rubbish, and the like.	05/09/2024	Closed
24-001072	Neglected Premises	05/09/2024	Closed
24-001077	Growth or accumulation of weeds, rubbish, and the like.	05/09/2024	Closed
24-001078	Growth or accumulation of weeds, rubbish, and the like.	05/09/2024	Closed
24-001080	Growth or accumulation of weeds, rubbish, and the like.	05/09/2024	Closed
24-001082	Growth or accumulation of weeds, rubbish, and the like.	05/10/2024	Closed
24-001087	Growth or accumulation of weeds, rubbish, and the like.	05/10/2024	Closed
24-001087	Neglected Premises	05/10/2024	Closed
24-000901	Junked vehicles	05/13/2024	Open
24-000901	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Open
24-000901	Neglected Premises	05/13/2024	Open
24-000901	Window, skylight and door frames	05/13/2024	Open
24-001096	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Closed
24-001098	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Closed
24-001100	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Closed
24-001100	Neglected Premises	05/13/2024	Closed
24-001101	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Closed
24-001092	Neglected Premises	05/13/2024	Closed
24-001102	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Closed
24-001102	Neglected Premises	05/13/2024	Closed
24-001102	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Closed
24-001102	Neglected Premises	05/13/2024	Closed
24-000979	Neglected Premises	05/13/2024	Closed
24-000731	Growth or accumulation of weeds, rubbish, and the like.	05/13/2024	Closed
24-000979	Neglected Premises	05/13/2024	Closed
24-001107	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Closed
24-001107	Garbage Collections	05/14/2024	Closed
24-001108	Outdoor Storage of Materials on Public Property Prohibited	05/14/2024	Closed

FILE#	VIOLATION	OPEN DATE	STATUS
24-001108	Residential Parking - Truck Tractor/Trailer in Street	05/14/2024	Closed
24-001108	Parking for more than 48 hours Prohibited	05/14/2024	Closed
24-001109	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Closed
24-001110	Junked vehicles	05/14/2024	Open
24-001110	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Open
24-001111	Dumpster Enclosures Required	05/14/2024	Closed
24-001111	Accumulation of carrion, filth, and the like.	05/14/2024	Closed
24-001111	Garbage Collections	05/14/2024	Closed
24-001115	Parking for more than 48 hours Prohibited	05/14/2024	Closed
24-001116	Residential Parking - Truck Tractor/Trailer in Street	05/14/2024	Closed
24-001116	Parking for more than 48 hours Prohibited	05/14/2024	Closed
24-001118	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Open
24-001118	Neglected Premises	05/14/2024	Open
24-001119	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Closed
24-001119	Neglected Premises	05/14/2024	Closed
24-001097	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Open
24-001097	Neglected Premises	05/14/2024	Open
24-001097	Sidewalks, Alleys and Unpaved Right-of-Ways	05/14/2024	Open
24-001124	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Closed
24-001127	Growth or accumulation of weeds, rubbish, and the like.	05/14/2024	Open
24-001133	General - Water System Required	05/15/2024	Closed
24-001134	General - Water System Required	05/15/2024	Closed
24-001135	General - Water System Required	05/15/2024	Closed
24-001136	General - Water System Required	05/15/2024	Closed
24-001131	Water Heating Facilities	05/15/2024	Open
24-001140	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Closed
24-001140	Neglected Premises	05/15/2024	Closed
24-001142	Residential Parking - Hard Surface	05/15/2024	Open
24-001142	Recreational Vehicles outside licensed RV park	05/15/2024	Open
24-001142	Motor Vehicles/Inoperable/Unlicensed	05/15/2024	Open
24-001143	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Closed
24-001143	Outdoor Storage of Materials on Public Property Prohibited	05/15/2024	Closed
24-001143	Residential Parking - Truck Tractor/Trailer in Street	05/15/2024	Closed
24-001145	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Open
24-001145	Neglected Premises	05/15/2024	Open
24-001147	Junked vehicles	05/15/2024	Open
24-001147	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Open
24-001147	Neglected Premises	05/15/2024	Open
24-001147	Garbage Collections	05/15/2024	Open
24-000697	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Open
24-000697	Neglected Premises	05/15/2024	Open
24-000697	Sidewalks, Alleys and Unpaved Right-of-Ways	05/15/2024	Open
24-001148	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Closed
24-001148	Neglected Premises	05/15/2024	Closed
24-001148	Grass and Weeds	05/15/2024	Closed
24-000983	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Closed
24-001150	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Closed
24-001146	Junked vehicles	05/15/2024	Open
24-001146	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Open
24-001151	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Closed
24-001151	Grass and Weeds	05/15/2024	Closed
24-001155	Growth or accumulation of weeds, rubbish, and the like.	05/15/2024	Closed
24-001159	Growth or accumulation of weeds, rubbish, and the like.	05/16/2024	Closed

FILE#	VIOLATION	OPEN DATE	STATUS
24-001159	Neglected Premises	05/16/2024	Closed
24-001159	Grass and Weeds	05/16/2024	Closed
24-000904	Residential Parking - Truck Tractor/Trailer in Street	05/16/2024	Closed
24-000904	Parking for more than 48 hours Prohibited	05/16/2024	Closed
24-001168	Growth or accumulation of weeds, rubbish, and the like.	05/16/2024	Open
24-001168	Neglected Premises	05/16/2024	Open
24-001168	Grass and Weeds	05/16/2024	Open
24-001168	Residential - Permits Required	05/16/2024	Open
24-001170	Growth or accumulation of weeds, rubbish, and the like.	05/16/2024	Open
24-001170	Neglected Premises	05/16/2024	Open
24-001170	Grass and Weeds	05/16/2024	Open
24-000341	Growth or accumulation of weeds, rubbish, and the like.	05/17/2024	Open
24-000341	Neglected Premises	05/17/2024	Open
24-000341	Sidewalks, Alleys and Unpaved Right-of-Ways	05/17/2024	Open
23-000526	Outdoor Storage of Materials - in Public View	05/17/2024	Open
23-000526	Growth or accumulation of weeds, rubbish, and the like.	05/17/2024	Open
23-000526	Neglected Premises	05/17/2024	Open
23-000526	Sidewalks, Alleys and Unpaved Right-of-Ways	05/17/2024	Open
24-001180	Junked vehicles	05/20/2024	Open
24-001180	Residential Parking - Hard Surface	05/20/2024	Open
24-001181	Growth or accumulation of weeds, rubbish, and the like.	05/20/2024	Closed
24-001182	Discharge of Storm Water in Sewers Prohibited	05/20/2024	Closed
24-001183	Growth or accumulation of weeds, rubbish, and the like.	05/20/2024	Open
24-001185	Growth or accumulation of weeds, rubbish, and the like.	05/20/2024	Open
24-001186	Growth or accumulation of weeds, rubbish, and the like.	05/20/2024	Closed
24-001189	Sidewalks, Alleys and Unpaved Right-of-Ways	05/21/2024	Open
24-001190	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001192	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Open
24-001192	Neglected Premises	05/21/2024	Open
24-001193	Junked vehicles	05/21/2024	Open
24-001193	Accumulation of carrion, filth, and the like.	05/21/2024	Open
24-001193	Neglected Premises	05/21/2024	Open
24-001194	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001195	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Open
24-001195	Neglected Premises	05/21/2024	Open
24-001195	Grass and Weeds	05/21/2024	Open
24-001196	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001196	Grass and Weeds	05/21/2024	Closed
24-001197	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001201	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001202	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001202	Neglected Premises	05/21/2024	Closed
24-001208	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001210	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Open
24-001210	Neglected Premises	05/21/2024	Open
24-001211	Grass and Weeds	05/21/2024	Open
24-001211	Motor Vehicles/Inoperable/Unlicensed	05/21/2024	Open
24-001212	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001213	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Closed
24-001214	Growth or accumulation of weeds, rubbish, and the like.	05/21/2024	Open
24-001216	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Open
24-001216	Neglected Premises	05/22/2024	Open
24-001217	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-001217	Neglected Premises	05/22/2024	Open
24-001218	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Closed
24-001219	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Closed
24-001220	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Closed
24-001222	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Open
24-001222	Neglected Premises	05/22/2024	Open
24-001221	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Closed
24-001223	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Closed
24-001223	Neglected Premises	05/22/2024	Closed
24-001224	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Open
24-001224	Neglected Premises	05/22/2024	Open
24-001225	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Open
24-001225	Neglected Premises	05/22/2024	Open
24-001226	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Open
24-001226	Neglected Premises	05/22/2024	Open
24-001226	Sanitation	05/22/2024	Open
24-001226	Grass and Weeds	05/22/2024	Open
24-001226	Rodent Harborage	05/22/2024	Open
24-001227	General - Water System Required	05/22/2024	Closed
24-001228	General - Water System Required	05/22/2024	Closed
24-001230	General - Water System Required	05/22/2024	Closed
24-001231	General - Water System Required	05/22/2024	Closed
24-001229	Growth or accumulation of weeds, rubbish, and the like.	05/22/2024	Open
24-001229	Neglected Premises	05/22/2024	Open
24-001229	Sanitation	05/22/2024	Open
24-001229	Rodent Harborage	05/22/2024	Open
24-001232	General - Water System Required	05/22/2024	Closed
24-001233	General - Water System Required	05/22/2024	Closed
24-001234	General - Water System Required	05/22/2024	Closed
24-001235	General - Water System Required	05/22/2024	Closed
24-001237	General - Water System Required	05/22/2024	Open
24-001237	Water Supply	05/22/2024	Open
24-001239	Residential Parking - Hard Surface	05/22/2024	Open
24-001246	Growth or accumulation of weeds, rubbish, and the like.	05/23/2024	Closed
24-001246	Neglected Premises	05/23/2024	Closed
24-001247	Growth or accumulation of weeds, rubbish, and the like.	05/23/2024	Open
24-001248	Outdoor Storage of Materials - in Public View	05/23/2024	Closed
24-001248	Growth or accumulation of weeds, rubbish, and the like.	05/23/2024	Closed
24-001248	Neglected Premises	05/23/2024	Closed
24-001249	Junked vehicles	05/23/2024	Closed
24-001249	Growth or accumulation of weeds, rubbish, and the like.	05/23/2024	Closed
24-001255	Growth or accumulation of weeds, rubbish, and the like.	05/23/2024	Open
24-001256	Growth or accumulation of weeds, rubbish, and the like.	05/23/2024	Open
24-001244	Growth or accumulation of weeds, rubbish, and the like.	05/23/2024	Open
24-001244	Neglected Premises	05/23/2024	Open
24-001123	Growth or accumulation of weeds, rubbish, and the like.	05/24/2024	Open
24-001260	Growth or accumulation of weeds, rubbish, and the like.	05/24/2024	Open
24-001262	Residential - Permits Required	05/24/2024	Open
24-001263	General - Water System Required	05/24/2024	Closed
24-001265	Rodent Harborage	05/24/2024	Open
24-001265	Unsafe conditions (structural)	05/24/2024	Open
24-001265	Unsafe conditions (anchoring)	05/24/2024	Open
24-001265	Unsafe conditions (overhangs)	05/24/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-001265	Unsafe condition (floor or roof)	05/24/2024	Open
24-001265	Unsafe condtion (limit state of structures)	05/24/2024	Open
24-001265	Unsafe condition (strucutre load support)	05/24/2024	Open
24-001265	Unsafe conditions (exterior walls)	05/24/2024	Open
24-001265	Building security	05/24/2024	Open
24-001265	Doors	05/24/2024	Open
24-001265	Windows	05/24/2024	Open
24-001265	Protective Treatment/Exterior Surfaces	05/24/2024	Open
24-001265	Premises Identification	05/24/2024	Open
24-001267	Residential - Permits Required	05/24/2024	Open
24-001267	Growth or accumulation of weeds, rubbish, and the like.	05/24/2024	Open
24-001267	Neglected Premises	05/24/2024	Open
24-001269	Sanitation	05/24/2024	Closed
24-001269	General - Plumbing Maintenance	05/24/2024	Closed
24-001269	Maintenance - Sanitary Drainage System	05/24/2024	Closed
24-001272	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-000890	Residential Parking - Hard Surface	05/28/2024	Open
24-000890	Neglected Premises	05/28/2024	Open
24-001274	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001275	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001276	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001278	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001279	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001279	Neglected Premises	05/28/2024	Open
24-001279	Grass and Weeds	05/28/2024	Open
24-001280	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001281	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001281	Grass and Weeds	05/28/2024	Open
24-001283	Residential Parking - Parking in front of Neighbor	05/28/2024	Open
24-001283	Parking for more than 48 hours Prohibited	05/28/2024	Open
24-001284	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001284	Neglected Premises	05/28/2024	Open
24-001284	Sidewalks, Alleys and Unpaved Right-of-Ways	05/28/2024	Open
24-001277	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001277	Neglected Premises	05/28/2024	Open
24-001277	Grass and Weeds	05/28/2024	Open
24-001285	Growth or accumulation of weeds, rubbish, and the like.	05/28/2024	Open
24-001285	Disposal of rubbish	05/28/2024	Open
24-001288	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-000866	Motor Vehicles/Inoperable/Unlicensed	05/29/2024	Open
24-001289	Motor Vehicles/Inoperable/Unlicensed	05/29/2024	Open
24-001292	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001292	Neglected Premises	05/29/2024	Open
24-001292	Premises Identification	05/29/2024	Open
24-001294	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Closed
24-001127	Junked vehicles	05/29/2024	Open
24-001127	Residential Parking - Hard Surface	05/29/2024	Open
24-001127	Residential Parking - Truck Tractor/Trailer in Street	05/29/2024	Open
24-001127	Residential Parking - Vehicles Exceeding 25 Feet	05/29/2024	Open
24-001127	Recreational Vehicles outside licensed RV park	05/29/2024	Open
24-001295	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001295	Grass and Weeds	05/29/2024	Open
24-001301	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-001305	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001305	Neglected Premises	05/29/2024	Open
24-001308	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001308	Neglected Premises	05/29/2024	Open
24-001309	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Closed
24-001309	Neglected Premises	05/29/2024	Closed
24-001310	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001275	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001275	Neglected Premises	05/29/2024	Open
24-001275	Sidewalks, Alleys and Unpaved Right-of-Ways	05/29/2024	Open
24-001314	Accumulation of carrion, filth, and the like.	05/29/2024	Open
24-001314	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001314	Neglected Premises	05/29/2024	Open
24-001314	Premises Identification	05/29/2024	Open
24-001313	Growth or accumulation of weeds, rubbish, and the like.	05/29/2024	Open
24-001313	Neglected Premises	05/29/2024	Open
24-001313	Sidewalks, Alleys and Unpaved Right-of-Ways	05/29/2024	Open
24-001315	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Closed
24-001316	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Open
24-001316	Neglected Premises	05/30/2024	Open
24-001316	Sidewalks, Alleys and Unpaved Right-of-Ways	05/30/2024	Open
24-001316	Window, skylight and door frames	05/30/2024	Open
24-001316	Doors	05/30/2024	Open
24-001316	Premises Identification	05/30/2024	Open
24-001317	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Closed
24-001317	Neglected Premises	05/30/2024	Closed
24-001318	Grass and Weeds	05/30/2024	Open
24-001318	Exterior Structure - Good Repair	05/30/2024	Open
24-001318	Unsafe conditions (structural)	05/30/2024	Open
24-001318	Unsafe condition (floor or roof)	05/30/2024	Open
24-001318	Unsafe condition (siding and masonry joints)	05/30/2024	Open
24-001318	Unsafe conditions (exterior walls)	05/30/2024	Open
24-001319	Accumulation of carrion, filth, and the like.	05/30/2024	Closed
24-001320	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Open
24-001320	Grass and Weeds	05/30/2024	Open
24-001321	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Open
24-001322	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Open
24-001325	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Open
24-001326	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Open
24-001331	Growth or accumulation of weeds, rubbish, and the like.	05/30/2024	Open
24-001338	Growth or accumulation of weeds, rubbish, and the like.	05/31/2024	Open
24-001339	Growth or accumulation of weeds, rubbish, and the like.	05/31/2024	Open
24-001341	Growth or accumulation of weeds, rubbish, and the like.	05/31/2024	Open
24-001342	Growth or accumulation of weeds, rubbish, and the like.	05/31/2024	Open
24-001342	Accumulation of rubbish or garbage	05/31/2024	Open
		Total Violations	303

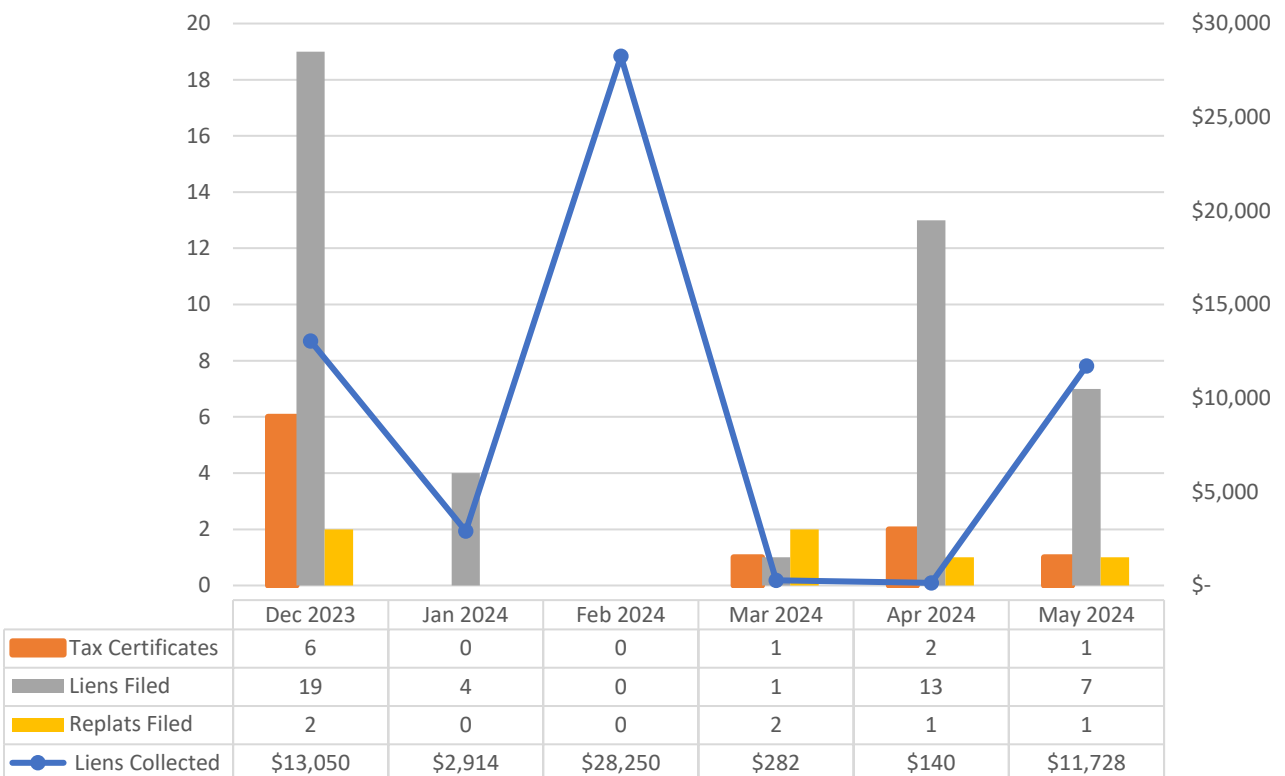
Property & GIS Monthly Report

May 2024

Property:

- Lien Calculations/Payoff Preparations/Releases
 - Liens Collected: \$ 11,728.17
 - 1514 West Broad \$135.00
 - 323 N Ave. D \$11,593.17
 - Lien Payoff Preparations: 2
 - Liens Released: 1
- County Clerk Filings:
 - Brazoria County Tax Office – Tax Certificates (1)
 - Brazoria County Clerk – File Liens (7) & Replats (1)
 - Certificate of Unsafe Building (1)
- New Address Assignments: (4)
 - 1409 North Avenue S
 - 811 East Brazos Blvd
 - 402 South Avenue F
 - 212 North Gulf Boulevard

Property Management Department Activity



GIS:

- Update ownership data
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests
- Apartment Complexes
- Buildable Lots (City Owned)
- Departmental Web Applications

Projects:

- Illumination Street Lights -Installation
 - 2023 Lighting – submitted; permits need to be pulled 25%
 - 2024 Lighting – Submitted to Centerpoint 10%
- Liens – Catalog by Block & Lot 30%
- Hard Copy Documentation scanning into Click Scan 100%



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

131 East 4th Street
Freeport, Texas 77541
Phone (979) 233-2111
Fax (979) 233-4103

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

To: Mr. Lance Petty, City Manager

From: Christopher D. Motley, Fire Chief

Date: May 20, 2024

Re: April 2024

Response alarms: Fire - 18
EMS - 185
Total - 203

Significant Events: Air Ambulance transport: 4
Mutual Aid Request: EMS response: 2 FIRE 2
Mutual aid given to other cities to cover EMS response: 5 FIRE 0
Two EMS units working calls at the same time: 35
Three working EMS alarms: 4
Four working EMS alarms: 1
Five working EMS alarms: 0
Transport rate: 71%

Structure Fires:

January to May 31, 2024 Call Volume



Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us



CITY OF FREEPORT
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Phone (979) 233-2111
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Christopher Motley
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Deputy Chief
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Micheal Dumas
Deputy Chief
Fire Marshal

FEMA AFG radio grant update: Pending radio tower installation of antennas and VHF repeater on Port Freeport radio tower.
FEMA Training grant requesting a time extension. Expiration date August 15, 2024.

Personnel:

Staffing:

Fire Fighter Vacancy: Three (Full-time)

Fire Fighter Vacancy: Four (Part-time)

EMS Vacancy: One (Part-time).

Applications Received: Full-time: 4 Part-time: 2

*Note that most applicants do not hold state certification.

Employee PAT test: Scheduled 1, Tested: 2, No Show: 1

Interviews: 4

Backgrounds: In progress: 1 complete: Pass: 0 Fail: 1

Job Offers: 0

Employee of the Month: No submission to City Administration

Training Employees:

Chris Motley and Jason Shafer TCFP Instructor III

EMS Proctor:

Brazosport College EMS Students Field Proctor: Six Students.

Injuries:

None.

Events:

Port Freeport Take a Child Fishing

Brazoria County City Association Meeting Jones Greek

Brazoria County Firefighter Association Clute



Human Resources Monthly Report

Date: June 3, 2024

HR TEAM: Donna Fisher/Genesis Martinez

HR Services Team Priorities and Results for May 2024:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - Raul Gonzalez – Maintenance Technician – Street Department
 - Joanna Rodriguez – Customer Service Clerk – Water Department
 - 4 Returning Lifeguards
 - 5 New Lifeguards
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had two (2) employee separations in May. One employee from the Police Department, and one from the Public Works Department
 - **Internal Transfers/Promotions:**
 - Emmanuel Pena-Velasquez promoted from Maintenance Technician - Parks to Building Maintenance Technician
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Firefighter/EMT – Full and Part Time
 - Part-time Crossing Guard
 - Police Officer
 - Maintenance Technician I and II – Street Department
 - Telecommunications Officer (Dispatch) – Police Department
 - Jailer – Police Department
 - Building Inspector
 - Building Maintenance Lead Technician
 - Recreation Attendant – Part-Time
 - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.
- **Risk Management and Insurance Updates:**
 - **Unemployment Claims:** We had zero (0) unemployment appeals during the month of May.
 - **Workers Compensation Claims:** We had two (2) active Workers Comp. claims in May.

- **Family & Medical Leave Cases (FMLA)-** We had two (2) active FMLA cases in May.
- **Training/Development:** Ms. Fisher attended the annual TMHRA Conference in Denton. Provided information for “tailgate trainings” to Public Works Director
- **Benefits:** Provided census information to Benefits Consultant, approve RFP for publication.

Priorities for May:

- **Training/Development** – Follow up on assigned Sexual Harassment and Ethics training. Start Public Works safety trainings once training room setup is complete. Continue to work on “tailgate trainings” with Public Works Director
- **Employee Benefits** – Proposals for insurance coverages for 2024-2025 year are due on June 13. Review proposals with Consultant.



Finance, Court & Water Departments

Title: Monthly Report for May 31, 2024

Date: June 17, 2024

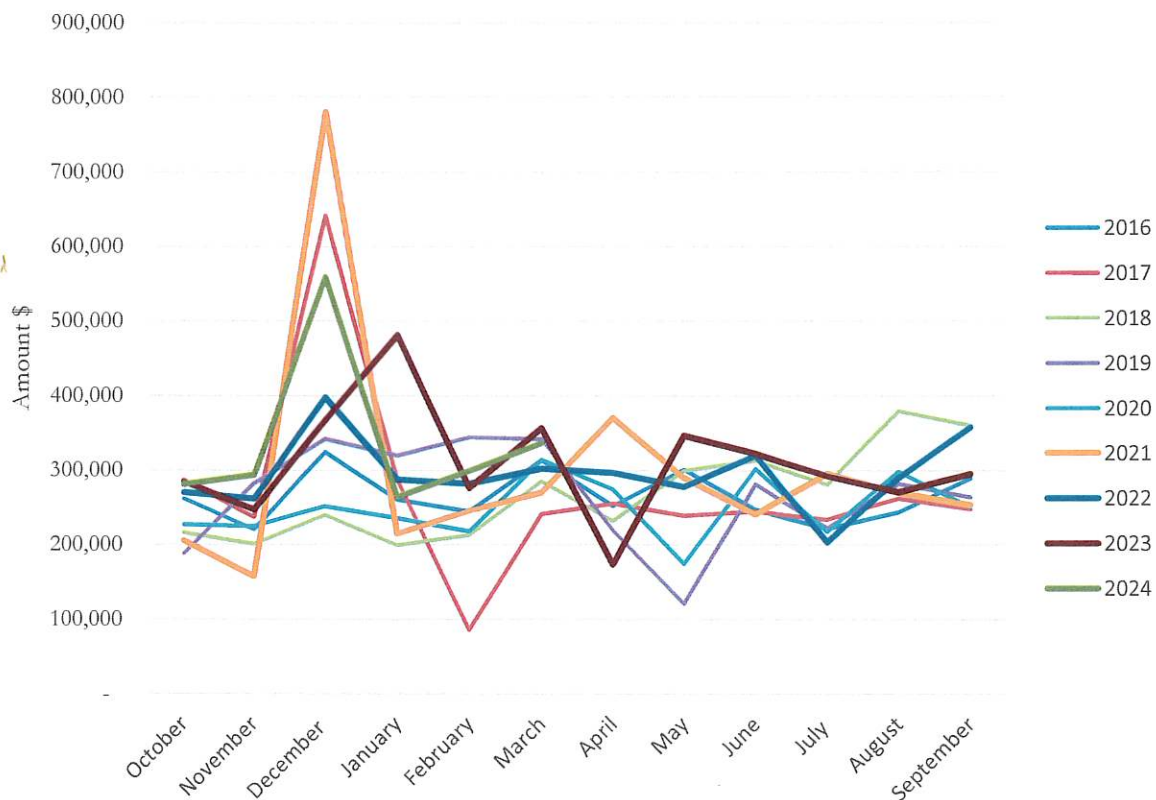
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of May 31, 2024 are \$13,062,038 or 69.41% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are less than last year at this time.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of May 31, 2024 are \$12,805,687 or 65.68% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$256,352. The fund balance or reserves of the General Fund as of May 31, 2024 is \$7,628,176. This is 39.13% of the expenditure budget.

Monthly Report Finance, Court & Water Departments

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of May 31, 2024 are \$6,588,564 or 35.46% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of May 31, 2024 are \$5,736,127 or 76.45% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$852,437. The fund balance or reserves for the Water & Sewer Fund as of May 31, 2024 is \$1,450,546. This fund balance is only 19.33% of the operating expenditures.

Customer Service Department – Water & Court

We are continuing with the cross-training of employees. Also, we are working with Veolia to identify dead meters and idle accounts. In April the Water Department was reorganized and two employees were promoted.

We are working with Incode to be able scan all Municipal Court, Utility Billing, Accounts Payable, Purchasing, Payroll, Human Resources.

Other

The Finance Department is working on a program to go paperless. We also implemented the Purchasing Policy changes.

City of Freeport
Monthly Financial Report
As of May 31, 2024
General Fund

	FY2023 Actuals	Adopted FY2024 Budget	Amended FY2024 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 5,813,303	\$ 6,124,699	\$ 7,371,825	\$ 7,371,825	
Revenues					
EMS	\$ 800,844	\$ 644,000	\$ 644,000	\$ 417,217	64.79%
Property Taxes	3,186,006	3,715,000	3,715,000	3,187,267	85.79%
Industrial Taxes	8,954,728	8,896,690	8,896,690	5,531,829	62.18%
Sales Tax	2,471,744	2,300,000	2,300,000	1,354,010	58.87%
Franchise & Other Taxes	724,988	685,000	685,000	523,186	76.38%
Permits	538,477	238,025	238,025	110,270	46.33%
Charges for Services	801,721	799,350	799,350	531,998	66.55%
Recreation/Rental	116,456	100,500	100,500	89,617	89.17%
Golf	928,555	762,000	762,000	617,702	81.06%
Municipal Court	191,086	257,700	257,700	117,107	45.44%
Grants	1,509,322	12,000	12,000	42,156	351.30%
Lease Income	123,009	104,300	104,300	11,677	11.20%
Miscellaneous	835,854	303,000	303,000	528,002	174.26%
Total Revenues	21,182,791	\$ 18,817,565	\$ 18,817,565	\$ 13,062,038	69.41%
Expenditures					
Administration	\$ 2,388,445	\$ 1,837,276	\$ 1,837,276	\$ 1,415,019	77.02%
Information Technology	266,762	443,279	443,279	349,195	78.78%
Service Center	201,534	203,433	203,433	278,842	137.07%
Municipal Court	277,486	228,473	228,473	162,479	71.12%
Police	4,912,493	5,577,060	5,577,060	3,729,873	66.88%
Fire	1,485,074	1,613,204	1,613,204	1,013,899	62.85%
EMS	903,040	1,084,197	1,084,197	612,034	56.45%
Emergency Management	-	-	-	-	
Code Enforcement	449,649	494,627	494,627	272,109	55.01%
Building	276,327	334,742	334,742	166,610	49.77%
Garbage Collection	747,174	750,000	750,000	445,829	59.44%
Street & Drainage	1,439,918	1,562,130	1,562,130	954,748	61.12%
Beach Fund Expense	30,745	42,850	42,850	331	0.77%
Main Street	-	139,352	139,352	73,080	52.44%
Historical Museum	291,245	241,979	241,979	134,564	55.61%
Sr Citizens Commission	7,588	17,500	17,500	9,859	56.34%
Library	36,451	37,700	37,700	17,908	47.50%
Parks	1,185,852	1,340,247	1,340,247	821,644	61.31%
Golf	1,376,255	1,288,322	1,288,322	882,151	68.47%
Recreation	349,138	542,986	542,986	233,455	42.99%
Interfund Transfer to	3,149,095	1,866,250	1,866,250	1,332,058	71.38%
Interfund Transfer from	(150,000)	(150,000)	(150,000)	(100,000)	66.67%
Total Expenditures	19,624,269	\$ 19,495,607	\$ 19,495,607	\$ 12,805,687	65.68%
Revenue Over/(Under)					
Expenditures	\$ 1,558,522	\$ (678,042)	\$ (678,042)	\$ 256,352	
Ending Fund Balance	\$ 7,371,825	\$ 5,446,657	\$ 6,693,783	\$ 7,628,176	

City of Freeport
Monthly Financial Report
As of May 31, 2024
Water Sewer Fund

	FY2023 Actuals	Adopted FY2024 Budget	Amended FY2024 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 99,707	\$ (205,471)	\$ 598,109	\$ 598,109	
Revenues					
Interlocal Revenue	\$ 3,691	\$ 4,000	\$ 4,000	\$ -	0.00%
Interest	20,074	9,000	9,000	22,326	248.07%
Misc Income	(106)	-	-	222	N/A
Misc Income Return Checks	975	1,000	1,000	775	77.50%
Utility Reimbursements	132,784	110,000	110,000	107,368	97.61%
Grant - CDBG GLO	1,044,915	-	10,753,794	1,029,125	N/A
Cash Over or Short	(11)	-	-	-	N/A
Water Revenue	4,273,390	4,888,350	4,888,350	3,397,173	69.50%
Sewer Revenue	2,808,110	2,661,650	2,661,650	1,930,752	72.54%
Water Tap Fee	30,426	20,000	20,000	4,050	20.25%
Sewer Tap Fee	4,429	4,000	4,000	1,000	25.00%
Bad Debt Write-Off	1,491	1,000	1,000	1,908	190.77%
Connect & Disconnect Fees	149,779	130,000	130,000	93,865	72.20%
Total Revenues	8,469,948	7,829,000	18,582,794	6,588,564	35.46%
Expenditures					
Salaries	\$ 100,584	\$ 249,719	\$ 249,719	\$ 85,735	34.33%
Benefits	53,360	75,718	75,718	40,782	53.86%
Supplies	33,202	70,950	70,950	15,283	21.54%
Services	6,143,053	6,526,976	6,526,976	4,012,181	61.47%
Maintenance	58,587	100,000	100,000	65,673	65.67%
Sundry	20,094	25,800	25,800	23,600	91.47%
Capital Outlay	1,081,163	-	-	1,190,507	N/A
Debt Service Fees	30,053	-	-	-	N/A
Transfer to Debt Service	301,450	304,250	304,250	202,367	66.51%
Transfer to CO2021 Bond Fund	-	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	100,000	66.67%
Total Expenditures	7,971,546	7,503,413	7,503,413	5,736,127	76.45%
Revenue Over/(Under)					
Expenditures	\$ 498,402	\$ 325,587	\$ 11,079,381	\$ 852,437	
Ending Fund Balance	\$ 598,109	\$ 120,116	\$ 11,677,490	\$ 1,450,546	



City of Freeport Utility Billing
May 2024 Statistics

Total Active Accounts	3,552	
Total Services Disconnected	70	
Total New Services	53	
Billed Consumption - Water	29,446,040	\$ 416,160.67
Billed Consumption - Sewer	17,496,010	207,037.71
Billed Garbage		72,322.47
Billed Ambulance		7,061.28
Total Billed		<u>\$ 702,582.13</u>



City of Freeport Municipal Court
May 2024 Statistics

	May	Year-to-Date
Citations Issued	180	1287
Number of Violations Issued	216	1481
Court Payments Received	\$ 31,935.90	\$ 210,769.81
Total Active Warrants	2,866	\$ 1,147,403.05

City of Freeport
Capital Projects
As of May 31, 2024

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
Fund 67 - 2021 CO Bond Fund				
Lift Station 3, 4, and 14 Rehabilitation	Complete	\$ 1,730,004.45	\$ 1,730,004.45	\$ -
FM 1495 Water Line Relocation	Construction has begun	481,665.00	460,313.72	21,351.28
Phase I SSOI Engineering	Project on hold	215,926.00	22,974.00	192,952.00
Sanitary Sewer Collection GLO Project	Construction has begun	59,316.26	59,316.26	-
Wastewater Treatment Plant Grant Match	Bids were received	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	Complete	41,366.19	41,366.19	-
WWTP Improvements	Project on hold	1,928,630.00	74,358.00	1,854,272.00
Sewer Line Replacement SSOI	Project on hold	482,572.10	-	482,572.10
Lift Station Pumps	Obtaining Bids	151,348.93	-	151,348.93
Total Fund 66 - 2021 CO Bond Fund		\$ 5,151,348.93	\$ 2,388,332.62	\$ 2,763,016.31
Fund 66 - 2020 CO Bond Fund				
Streets & Drainage Projects	Total Budget for Street Projects	\$ 6,375,000.00		
2019-2020 Asphalt Streets - County Interlocal carried over to 2021	Complete	\$ 206,053.24	\$ 206,053.24	\$ -
2020-2021 Asphalt Streets - County Interlocal	Complete	321,260.88	321,260.88	-
2020-2021 Water/Sewer Relocation - Asphalt Streets	Complete	230,704.84	230,704.84	-
2021-2022 Asphalt Streets - County Interlocal	Complete	333,531.08	333,531.08	-
2021-2022 alley Sewer Relocation - Asphalt Streets	Complete	66,676.49	66,676.49	-
2022 Phase 1 Concrete Streets - Engineering	Complete	316,203.58	316,203.58	-
2022 Phase 1 Concrete Streets - Construction	Complete	2,348,887.44	2,348,887.44	(0.00)
2022-2023 Phase 2 Concrete Streets - Engineering	Construction Observation	426,380.00	426,380.00	-
2022-2023 Phase 2 Concrete Streets - Construction	Under Construction	2,157,895.63	2,157,895.63	-
Velasco Pump Station Improvements	Complete	316,707.00	316,706.61	0.39
Heritage House Renovations	On Hold	375,000.00	-	375,000.00
City Hall Renovations	Awarded contract for construction. Asbestos removal has begun.	1,138,382.00	547,197.88	591,184.12
Total Funding Fund 66 - 2020 CO Bond Fund		\$ 8,237,682.18	\$ 7,271,497.67	\$ 966,184.51
Fund 14 - Streets & Drainage Funds				
Road Failure - Avenue D	Complete	\$ 49,000.00	\$ 49,000.00	\$ -
Asphalt Streets 2022-2023	Construction has begun.	446,041.00	30,774.62	415,266.38
Entry Road for Park	Complete	150,000.00	101,655.10	48,344.90
Streets & Drainage Project	Project to be determined	442,360.66	-	442,360.66
2022-2023 Phase 2 Concrete Streets - Construction	Under Construction	1,641,328.37	1,116,223.47	525,104.90
Road Failure - 1420 10th Street	Complete	17,000.00	17,000.00	-
Rebuild Stormwater Pump	Complete	24,269.00	24,268.29	0.71
Repair Ally East 5th at Cherry	Complete	72,120.00	72,119.38	0.62
2022-2023 Phase 2 Concrete Streets - Engineering	Construction Observation	58,641.42	58,641.42	-
Replace Asphalt Ave C & Quintana	Complete	30,000.00	30,000.00	-
Stormwater Pump	Complete	12,954.88	12,954.88	-
Repair Stormwater Pump	Complete	42,810.92	42,810.92	-
Asphalt Streets 2023-2024	Construction has begun.	570,178.00	99,795.38	470,382.62
Stormwater Project	Waiting for Project to be determined	500,000.00	-	500,000.00
Emergency Road Repair	Complete	29,000.00	29,000.00	-

Emergency Road Repair

Complete
Total Funding Fund 14 - Streets & Drainage Fund

	28,800.00	28,800.00	-
\$	4,114,504.25	\$ 1,713,043.46	\$ 1,431,078.17

	Awarded contract for construction. Asbestos has begun.	\$	750,000.00	\$	66,073.00	\$	683,927.00
City Hall Renovations	Construction has begun.		586,095.00		312,489.14		273,605.86
Temp. Modular Building	To be quoted		10,000.00		-		10,000.00
Fire Station 1 Driveway	Repair has begun		11,665.00		5,057.17		6,607.83
Radio Antenna Repairs - Fire	To be bid		175,000.00		-		175,000.00
Greens Resurfacing	Construction has begun.		55,000.00		55,330.00		(330.00)
Tee Renovations	To be bid		40,000.00		-		40,000.00
Pumphouse Renovations	To be bid		115,000.00		-		115,000.00
Jail Facility Renovation	Construction has begun.		20,000.00		5,916.00		14,084.00
Replacement of Main Electric Dist. Panel	To be quoted		20,000.00		-		20,000.00
Police Department Parking Lot Improvements	Ordered		11,000.00		9,600.00		1,400.00
New Evidence Lockers	To be quoted		12,500.00		-		12,500.00
Server Room Ventilation	To be quoted		22,500.00		-		22,500.00
Museum Remodel	Complete		11,500.00		11,500.00		-
New Display Cases	To be quoted		6,750.00		-		6,750.00
Library Nesting Training Tables	Waiting to determine project		10,000.00		-		10,000.00
Park Equipment	To be quoted		30,000.00		-		30,000.00
Riverplace Exterior Metal Coating	To be quoted		10,000.00		-		10,000.00
Splashpad Renovation	Supplies ordered		40,000.00		16,356.46		23,643.54
FMP Kitchen Remodel	Construction has begun.		68,639.30		30,000.00		38,639.30
Fuel Tank	Construction has begun.		200,000.00		14,184.50		185,815.50
Golf Fairway							
	Total Fund 21 - Facilities & Grounds CIP		2,205,649.30		526,506.27		1,679,143.03

		\$	600,000.00	\$	395,901.96	\$	204,098.04
Replace 2 Ambulances	Ordered & Received Some Outfitting						
Equipping new reserve firefighters	To be quoted		12,000.00	-			12,000.00
Furnishings/Apliances Fire Station 2	To be quoted		30,000.00	827.00			29,173.00
Fire-Portable Radios	Ordered		36,400.00	-			36,400.00
Fire-Reserve PPE	To be quoted		19,100.00	-			19,100.00
5210 Tractor	Complete		36,000.00	35,539.02			460.98
Ztrak mowers	Complete		59,000.00	36,602.28			22,397.72
Zmaster 72" Mower	Complete		17,000.00	17,619.42			(619.42)
Vehicle Replacement - Police	Ordered		376,006.00	187,237.57			188,768.43
Generator - Police	Waiting on electrical work to be completed		60,000.00	19,671.20			40,328.80
Replace Gate Motor	To be quoted		15,000.00	-			15,000.00
Rever Switch Replacement	Complete		15,000.00	19,445.49			(4,445.49)
New Motion Cyber Security	To be quoted		10,000.00	-			10,000.00
Offsite Backup & Software	To be quoted		14,000.00	-			14,000.00
One Ton Dump Truck	Complete		90,000.00	80,861.64			9,138.36
1/2 Ton 4X4 Work Truck	Ordered		120,000.00	106,688.25			13,311.75
3/4 Yard Concrete Mixer	Complete		10,000.00	4,200.00			5,800.00
Generators	Request for Proposals will go out in for Lift Station Generators		60,000.00	-			60,000.00
Total Fund 22 - Vehicle & Equipment Replacement			1,579,506.00	904,593.83			674,912.17

Access Control Panel	\$	23,645.47	\$	24,981.00	\$	(1,335.53)
Ordered	\$	23,645.47	\$	24,981.00	\$	(1,335.53)

Fund 25 - Projects Fund			
Demolition of OA Fleming	Demolished waiting property transfer		16,538.41
Infrastructure OA Fleming Streets	Waiting for Property Transfer	\$ 240,000.00	\$ 223,461.59
Infrastructure OA Water/Sewer	Engineering has begun	1,500,000.00	1,500,000.00
Lift Station	Waiting for Property Transfer	1,000,000.00	1,000,000.00
OA Fleming Park		1,200,000.00	1,146,800.00
		600,000.00	590,000.00
	Total Fund 25 - Projects Fund	\$ 4,540,000.00	\$ 4,253,338.41
Grant Funded Projects			
CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI	Construction has begun.	\$ 5,931,626.00	\$ 2,078,592.44
CDBG MIT Harvey - Wastewater Treatment Plant Improvements	Awarded Bid	5,991,468.00	902,043.58
Lift Station #3 Generator	Generators Ordered, and pads built	36,000.00	16,633.34
Lift Station #4 Generator	Generators Ordered, and pads built	36,000.00	16,633.33
Lift Station #14 Generator	Generators Ordered, and pads built	36,000.00	16,633.33
Fire Radios	Received Radios	201,694.32	201,694.32
		\$ 12,232,788.32	\$ 3,232,230.34
			\$ 9,000,557.98
Other Projects			
Incude Migration Project	Began Content Manager Implementation	208,000.00	77,503.25
		\$ 208,000.00	\$ 77,503.25
			130,496.75
			130,496.75