

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
TUESDAY, JUNE 2ND, 2009 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.
FREEPORT, TEXAS 77541

AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the May 18th, 2009 Council Minutes.
Pg. 328-333
5. Attending Citizens and Their Business.
6. **Presentation** of American Recovery Reinvestment Act (ARRA) funding plan for transit pedestrian amenities for Freeport and the Southern Brazoria region by the Goodman Corporation. Pg. 334-349
7. Presentation by Thomas J. Hilton, president of Reef-Man, LLC the first company in the State of Texas formed for the purpose of manufacturing and deploying artificial reefs in Texas inshore and offshore waters. Pg. 350-354
8. Consideration of the approval of Resolution No. 2009-2192 in support of the Reef-Man, LLC Artificial Reef Program. Pg. 355
9. Consideration of the approval of a request by Eric Hayes to erect a 14 x 24 LED sign at the entrance of his property located on the east side of Hwy. 288 being lots 92 & 93, BCIC Division 14, A Calvit Leaque Abstract 49 & J. F. Fields Survey, Abstract 62. Pg. 356-370
10. Consideration of the approval of an Interlocal Agreement with the General Land Office and the City of Freeport regarding the removal of derelict vessels from the Brazos River. Pg. 371-390

11. Consideration of the approval of amending Chapter 71 of the Code of Ordinances to erect a 3-way stop sign at the intersection of Yellowstone and Ave. O and a 4-way stop sign at Skinner and O. Pg. 390-b
12. Consideration of the approval of signing a replat of Lots 2 and 3, by relocating the lot line between lots 2 and 3, Kingfish Lane, Frederick J. Calvit League, Abstract 51, Bridge Harbor Subdivision, Freeport Texas. Pg. 391
13. Consideration of the approval of accepting the bids and awarding the contract for the Community Development Building Grant (CDBG) for Freeport Sewer Improvement Project. Pg. 392-393
14. Consideration of the approval of any action to be taken as a result of closed executive session.

Elected Officials Report

Work Session

1. Bob Welch, Finance Director Reports on Financials – Quarter Ending in March 31, 2009. Pg. 394-411
2. Discussion concerning the taxi cab and bus ordinance. Pg. 412-427

Executive Session

- A. Section 551.071, Government Code
Consultation with City Attorney concerning pending or contemplated litigation settlement offers or other matters in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with Chapter 551, Government Code, to wit;

Application of Section 133.02 (D) of the Code of Ordinance.

- B. Section 551.074, Government Code
Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

Acting City Manager – Jeff Pynes
City Manager – Applications


Adjourn

NOTE: 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)

In compliance with the American with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meetings. Please contact the City Secretary office at 979.233.3526.

I, Delia Muñoz, City Secretary, City of Freeport, Texas, hereby certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hour a day public access, 200 W. 2nd Street, Freeport, Texas, on May 28th, 2009, at or before 5:00 p.m.



Delia Muñoz
City Secretary

STATE OF TEXAS

COUNTY OF BRAZORIA

CITY OF FREEPORT

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, May 18th, 2009 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas, for the purpose of considering the following agenda:

City Council: Larry L. McDonald
 Clan A. Cameron
 Jim Saccomanno
 Ron Wise
 Norma M. Garcia

Planning Commission: Diane Williams
 Joyce Adkins
 Roberto Caceres
 Eric Hayes
 Alonzo Martinez
 Reuben Cuellar

Staff: Jeff Pynes, Acting City Manager
 Wallace Shaw, City Attorney
 Delia Munoz, City Secretary
 Nat Hickey, Property Manager
 Mary Stotler, Main Street Director
 Larry Fansher, Parks Director

Visitors: Bobby Casale Brenda Laird
 Edna Allan Lillian Travis
 Willie Rains Annette Sanford
 Mark Sanford Tobey Davenport
 Amanda Harrington Lila Lloyd
 Ken Green V. L. Scott
 Abel Garcia Dorothy Murphy
 Dell Phillips Willie Garcia
 Mark Cameron James Blalock
 Lorenzo Gomez Stanley Burke
 Yvette Ruiz Rosa McDonald
 Susie Wise Judy Shaefer
 Lila Diehl Eric Hayes
 Jim Pirrung Dorothy Pirrung
 Patrick Gore Jim McEntire

Call to Order.

Mayor McDonald called the meeting to order at 6:00 p.m.

Invocation.

Pastor Abel Garcia of the First Baptist Church offered the invocation.

Pledge of Allegiance.

Councilman Saccomanno led the Pledge of Allegiance.

Consideration of the approval of the May 4th, 2009 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved the May 4th, 2009 Council Minutes.

Attending Citizens and Their Business.

Willie Rains talked about the taxi service in Freeport. One company and one car is very difficult to get a taxi service. He stated that there may be another taxi service in town that will be applying for a permit.

Toby Davenport of 201 E. Park, dissatisfied with the Quintana Bridge, that while traveling over the bridge to go to Quintana Beach, the bridge has metal plates that are a nuisance. Travelers are treating this as a speed bump. Also sand bags are on the bridge holding down an extension cord that is very distracting to travelers. He asked Council to contact the Texas Highway Department to correct this problem.

Consideration of the approval of Ordinance No. 2009-2219 canvassing the returns and declaring the results of the 2009 Annual Election .

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved Ordinance No. 2009-2219 canvassing the returns and declaring the results of the 2009 Annual Election.

Administer Oath of Office to duly elected Mayor and Councilman for Ward B and Ward D.

Delia Munoz, City Secretary administered the Oath of Office to duly elected Larry L. McDonald for Mayor. Mayor McDonald then administered the Oath of Office to James Phillips for Ward B and Norma Garcia for Ward D. The newly elected officials took their seats.

Recognition of Councilman James Saccomanno for his service (2005-2009) to the City.

Mayor McDonald presented Mr. Saccomanno with a plaque.

Consideration of selecting the Mayor Pro Tem.

On a motion by Councilman Phillips, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved Councilwoman Norma M. Garcia as Mayor Pro Tem. Per charter, the longest service councilperson is appointed to Mayor Pro Tem.

Public Hearing: A 2nd public hearing on the question of whether or not Chapter 110 of the Code of Ordinances of said City should be amended to extend the hours during which beer and mixed beverages can be sold within said City to 2:00 o'clock a.m.

Mayor McDonald opened the 2nd Public Hearing at 6:13 p.m. to discuss and allow comments from the general public regarding the hours during which beer and mixed beverages can be sold within said City to 2:00 o'clock a.m.

Tobey Davenport of 201 E. Park spoke in favor of extending the hours to 2:00 a.m. He suggested to Council to take advantage of extending the hours, and if Charter did not require an election then council could pass an ordinance to extend the hours. Conventional wisdom is to attract tourist, golfers, beach goers, boaters for the marina and restaurants to the City.

Ken Green spoke in favor of extending the hours. He has been in the restaurant business and because of the daylight savings time, restaurants need the extended hours. The marina is an incentive to come to Freeport.

Stanley Burke of 1807 N. T., spoke against extending the hours to 2:00 a.m. He asked if anybody knew actually how much revenue would be collected by extending the hours. The State gets 11%, County gets 1 ½, City gets ½ cent. Revenues in 1993, 1994 were less than 40,000 over all budget. His appraised value of his home went up after the 2:00 license was removed. Council had the authority to call a Special Election.

Abel Garcia of 1751 W. 9th Street said he appreciated that Mayor McDonald and Councilman Cameron want the people of the City to make that decision and to vote as to whether extend the hours to 2:00 a.m. He said the bar owners are showing a lot of responsibility for extending the hours and the climate is different than in the past.

Councilman Phillips said he was here when it was voted in and when it was voted out. He knew of all the complaints that were coming in and some permits were denied and some were revoked because of problems, some even change owners. Councilman Phillips was in agreement to have the people vote on this issue.

Lillian Travis of 1931 North Ave. G., said that when Kicks Club was open, it had a lot of disturbances. Cars were parked along the street making it difficult to get by. She said it was nice that the club was closed. She has traveled all over the state, all major cities and no major restaurants are open late, only fast foods places are open.

Joyce Adkins said that because of the marina, the City is going into an entertainment mode. Other cities now have bars and clubs so Freeport will not attract all the drunks.

Willie Garcia said he has been very vocal and there has been some issues in the past but that was then, we are here today to make a decision that extending the hour to 2:00 a.m. would benefit the City. The marina is a big investment and it would benefit the whole City.

Percy Walker of the Flamingo Club stated that he did not like the work “drunk”. His club it is not just a drinking establishment, that there are billiards teams and dart tournaments that take place. He does not serve liquor to those that appear to have had too much to drink. He said if he makes more money, he can spend more money here in Freeport.

Amanda Harrington owns the Freeport Ice House, she asked if crime and calls were up in Freeport and if stats were available. Chief Pynes said crimes and call were very low at bars. At the present she starts losing business around 10:00 p.m. She asked Council to make a decision on the current climate, not the past.

D. C. Smith recently moved here from Alabama and just purchased commercial property on Gulf Boulevard and wants to open a dance club. He hopes Freeport does not limit its progression and keeps an open mind. He is bringing a concert venue to Freeport but fears that the time limitation keeps people away.

Roy Henry, a retired police officer from Austin, supports extending the hours. He is somewhat dissatisfied with the failure of the city to progress, hopes that Freeport becomes a destination place.

Jim McEntire opposes the late hour. He suggested on cleaning up the Motel on Gulf Boulevard. He feels Freeport would fare better if it were cleaned up.

Alonzo Martinez said the issue is supply and demand.

Bobby Casale asked for a cost of an election. Mayor McDonald said it would cost approximately \$7,000.

Mayor McDonald felt that if Council approved the late hour, a public petition could overturn the decision and businesses and investors would lose their investment. The consensus of council is to have a November Election and let the citizens vote.

There being no further questions or comments, Mayor McDonald closed the 2nd public hearing at 7:06 p.m.

Public Hearing: The City Council and the Planning Commission of said City will conduct a Joint Public Hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said City, changing the zoning classification of the following described property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light:

Tract 4, 0.66 acres, S.F. Austin Survey, Abstract 33, Tax Id No. 0033-0001-000, fronting on the right descending bank Of the old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas.

There being a quorum with the Planning Commission and Council, Mayor McDonald opened the joint public hearing at 7:07 p.m. to discuss and hear comments from audience and staff on the following described real property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light.

Diane Williams, Chairperson for the Planning Commission stated that on April 7, 2009 on a 3 to 2 vote, recommends that the Council change the zoning classification of the following described property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light.

Councilman Phillips discussed the history of the said property.

There being no further questions or comments, Mayor McDonald closed the Joint Public Hearing at 7:18 p.m.

Consideration of the approval of Ordinance No. 2009-2220 changing the zoning classification of the following described property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light:

Tract 4, 0.66 acres, S.F. Austin Survey, Abstract 33, Tax Id No. 0033-0001-000, fronting on the right descending bank Of the old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas

On a motion by Councilman Cameron, seconded by Councilman Phillips, with all present voting "aye", Council unanimously approved Ordinance No. 2009-2220 changing the zoning classification of the following described property from its present classification of R-2 Single Family Residential to a new classification of W-2 Waterfront Light.

Consideration of the approval of setting a bid date for lease of the following property:

Tract 4, 0.66 acres, S.F. Austin Survey, Abstract 33, Tax Id No. 0033-0001-000, fronting on the right descending bank Of the old Brazos River near but upstream from the Velasco Boulevard Bridge in the City of Freeport, in Brazoria County, Texas

On a motion by Councilwoman Garcia, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved June 15th, 2009 at 2:00 p.m. to set a bid date for lease of the following described property.

Consideration of the approval of granting a variance of the Sign Ordinance, (Chapter 113) for a wall sign for Super S Foods, 301 S. Brazosport Boulevard, Freeport, Texas.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting “aye”, Council unanimously granted a variance of the Sign Ordinance, (Chapter 113) for a wall sign for Super S Foods, 301 S. Brazosport Boulevard, Freeport, Texas.

Adjourn

There being no further business to come before council, the meeting was duly adjourned by Councilman Cameron, seconded by Councilman Phillips at 7:33 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

Bob Welch

From: arconsul@aol.com
Sent: Friday, May 15, 2009 9:29 PM
To: bwelch@freeport.tx.us
Subject: Southern Brazoria Transit
Attachments: Shelter option - 1.pdf; Shelter option - 2 - double.pdf; Shelter SOLAR OPTION A.pdf; shelter with gable roof - option - 3 -.pdf

23
 I have included a copy of the 5 year financial operating estimates for the proposed transit service. The bottom line is that Freeport's local share is \$19,940. Connect has reduced the estimated operating expense from \$60 to \$53 per hour. The total operating budget in Year 1 (FY 2010) is \$973,080.

We did several thing to bring down the operating contribution to the four cities.

State funding allocated to the LJ/Angleton urbanized area will cover \$247,500. To reduce the overall cost in Year 1, we are going to use 2 years of the reimbursement from Galveston that was swapped for expiring federal formula dollars last year. A part of the current county allocation for transit service will be allocated to fixed rout transit. As a result of all these steps, the total local match was reduced to \$114,598 or less than 12% of overall expense.

As part of the application for stimulus dollars, we have recommended 3 solar powered (for lighting) bus shelters locations among the 14 regional locations (see attached) in Freeport. There will be some design choices -pdfs of some designs is included as well. With a June 1 deadline, we have been expediting the application for this improvements. Of course approval of federal stimulus funding for the shelters will be ultimately contingent upon a commitment of the cities to fund transit services.

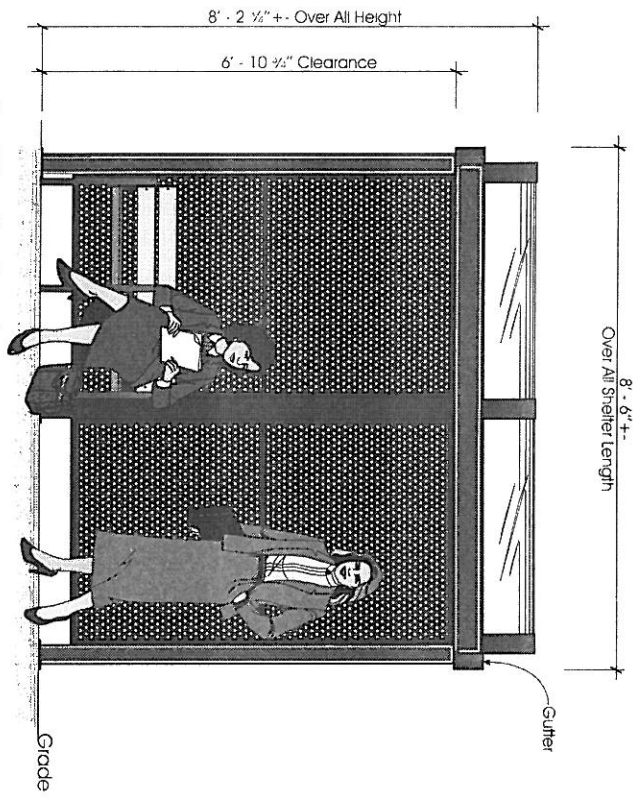
I would be glad to answer any questions regarding the information provided. If you would like me to brief the City Manager and Mayor prior to the council meeting I would be glad to do so. We would be looking to see if we can present the operating plan for 2010 transit service and the bus shelters at the June 1 meeting of the Freeport City Council.

Attached are:

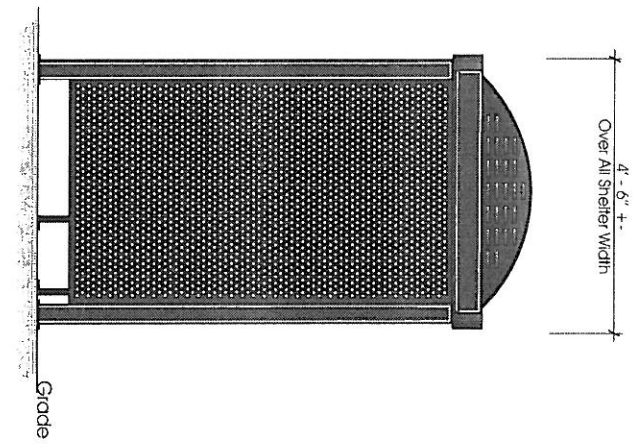
- Operating summary and financial projections (5 years)
- Bus Shelter Summary Report
- pdfs on Bus Shelters

I look forward to working with you in the next few weeks and months

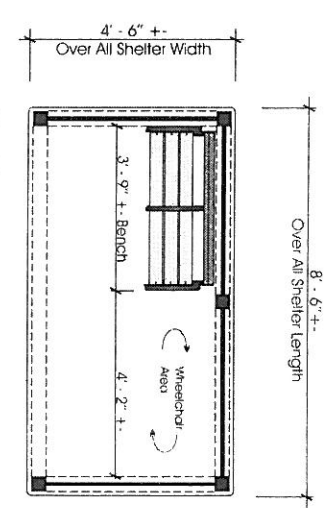
 Alan Rodenstein
 A & R Consulting
 3303 Main Street
 Suite 330
 Houston, TX 77002
 phone: 713-667-2266
 fax: 713-667-2277
 email: arconsul@aol.com
 website: arconsul.com



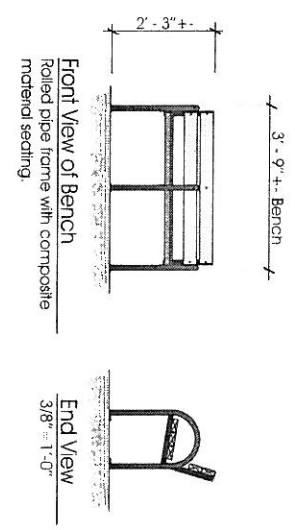
Front Elevation: Type A
 Shelters are aluminum and steel construction. Components are powder coated.
 Roof panels are White Translucent Lexan.
 1/2" = 1'-0"



End View:



Plan View
 3/8" = 1'-0"

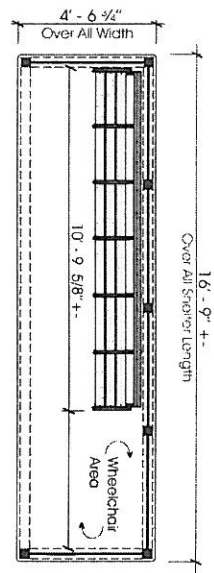


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 1122 Lander Road Houston, Texas 77039
 (281) 987-1144 fax (281) 987-9448

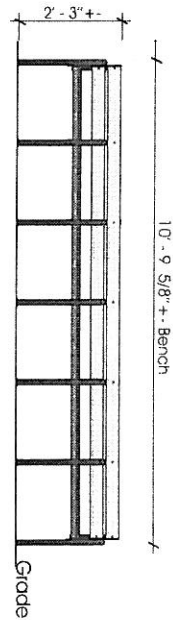
Job Name: DART Shelter Project
 Salesperson: Hank Hink
 Scale: Shown Date: 5-14-07
 Sheet 1 of 1

NO.	REVISION	BY
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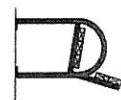
DART Shelter Type A
 4' - 6" +/- x 8' - 6" +/-
 Barrel Vault Roof Shelter



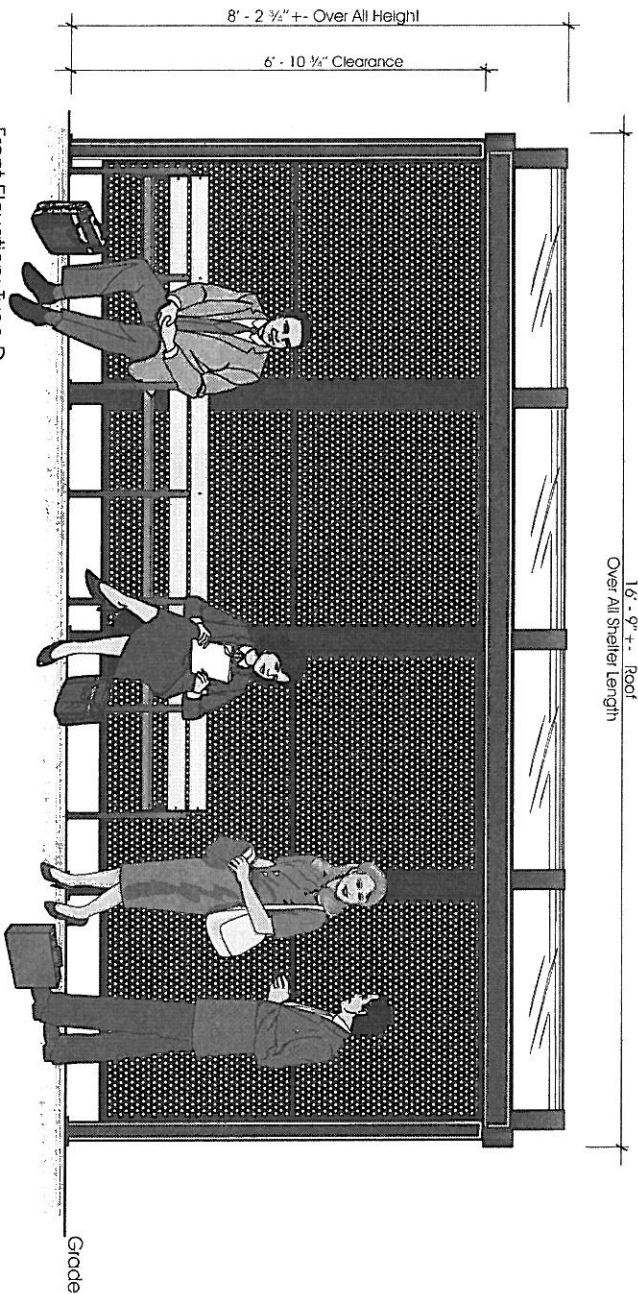
Plan View
1/4" = 1'-0"



Front View of Bench
Rolled pipe frame with composite modular seating.



End View
3/8" = 1'-0"



Front Elevation, Type D

Shelters are aluminum and steel construction. Components are powder coated. Roof panels are White Translucent Lexan. Shelters are available with optional lighting.



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1122 Lander Road Houston, Texas 77039
(281) 957-1144 fax (281) 957-9443

Job Name: DART Shelter Project
Salesperson: Hank Hink
Scale: Shown Date: 5-14-07
Sheet 1 of 1

Installation: Various
Work Order No.
Artist Jgonzalez
Drawing No. 13188-GXD

NO.	REVISIONS	DATE
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DART Shelter Type D
4' - 6" +- x 16' - 9" +-
Barrel Vault Roof Shelter

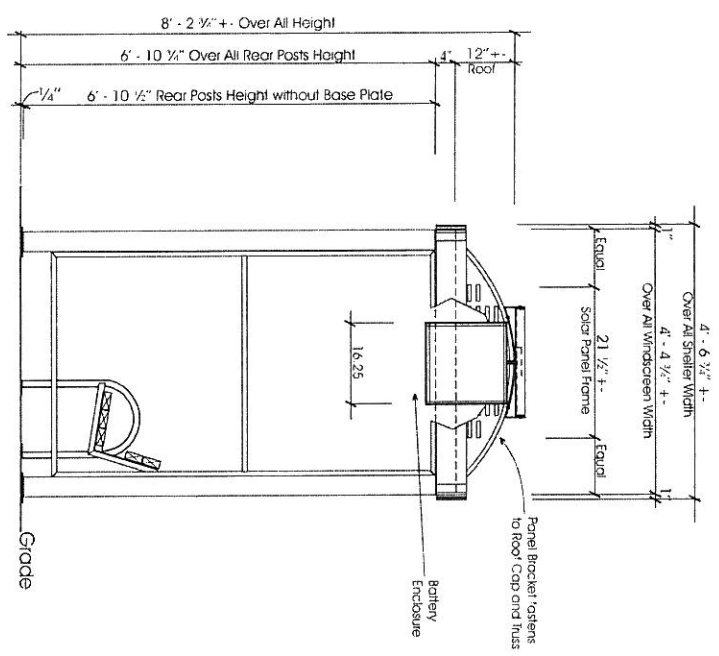
End View:
1/2" = 1'-0"

DART Shelter Project

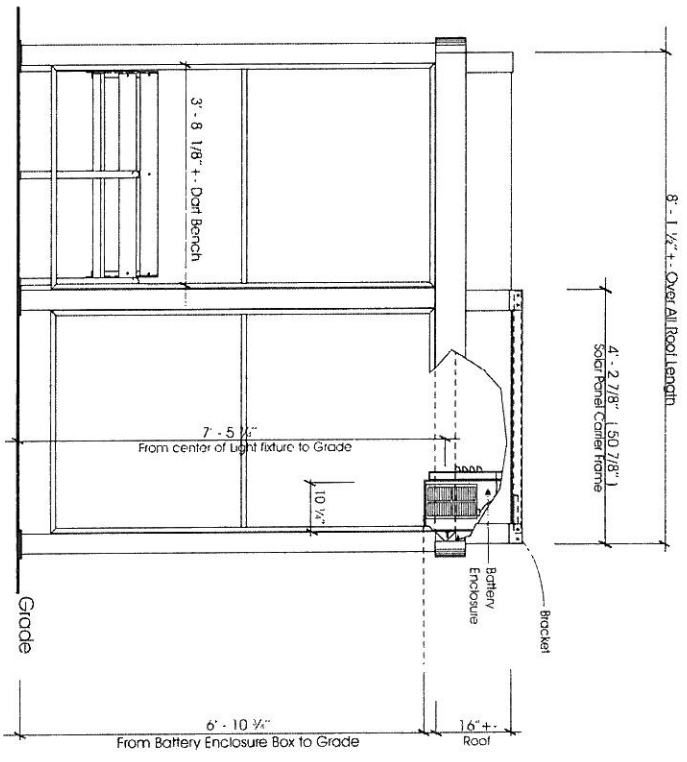
Solar Powered Shelter Type A

Sheet Number	Description
S-1	Index Sheet
S-2	End and Front Elevations: Battery Enclosure Box & Solar Panel
S-3	End View Section and Front View Section
S-4	Solar Panel Frame Details and Support Bracket Details
S-5	Electrical Components Section and Wiring Diagram

 Need Electric Corporation Designers • Fabricators • Erectors Architectural Metal Products 1122 Louder Road Houston, Texas 77039 (281) 987-1148 fax (281) 987-9443		Job Name: DART PROJECT Salesperson: Hank Hink Scale: N/A Sheet 1 of 5		Installation Address: VARIOUS Work Order No. Artist Jgonzalez Drawing No. 13811-GX		Approved for Fabrication Salesperson: Customer: Management:		REVISIONS <table border="1"> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> </table>		1				2				3				4				Solar Powered Shelter Type A	
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End View $1/2" = 1'-0"$



Front Elevation $1/2" = 1'-0"$

Installation VARIOUS
 Shelter Type A with Solar Panel fastened to roof. Solar panel is fastened to Carrier frame and Bracket. All fasteners used are tamper proof fasteners. Solar panel is powered by battery located in enclosure box. All wiring is enclosed in 1/2" diameter flexible conduit. All exposed hardware will be powder coated to match shelter.

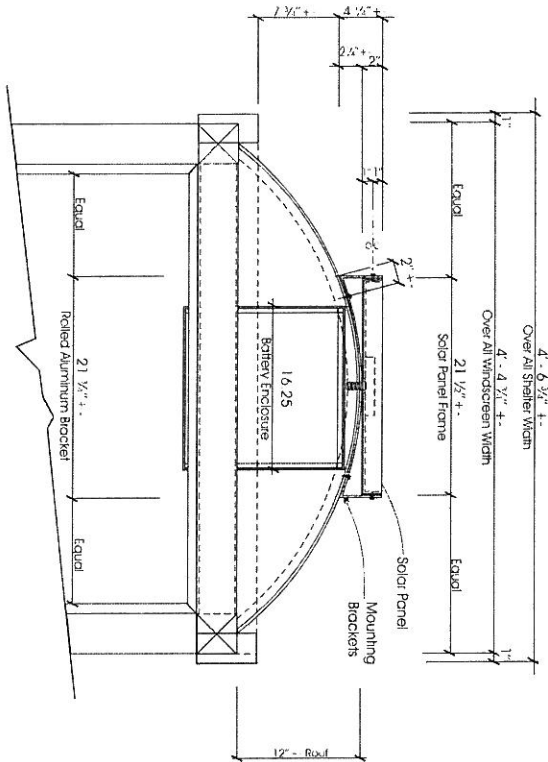
Neom Electric Corporation
NEC
 Designers • Fabricators • Erectors
 Architectural Metal Products
 1122 Leander Road Houston, Texas 77039
 (281) 987-1144 Fax: (281) 987-9443

Job Name: DART PROJECT
 Scalesperson: Hank Hink
 Scale: Shown Date: 4-07-05
 Sheet 2 of 5

Installation VARIOUS
 Work Order No.
 Artist Jgonzalez
 Drawing No. 13811-GX1

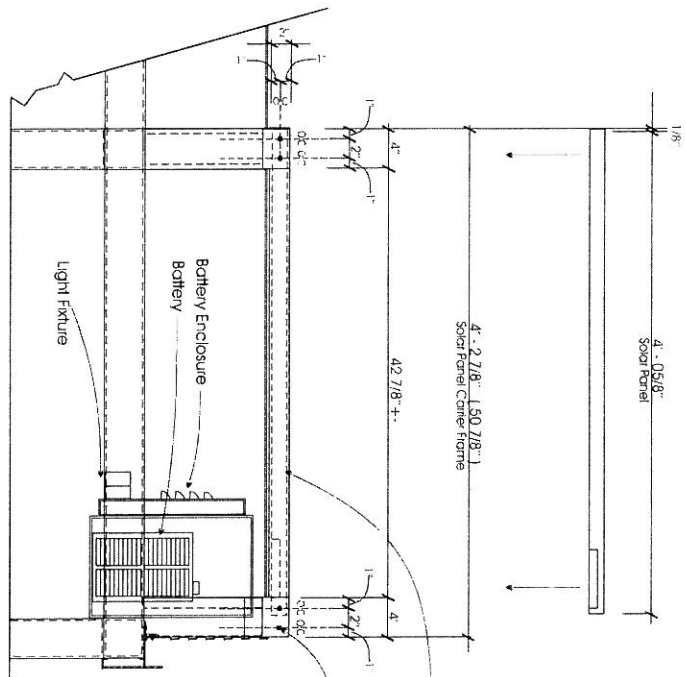
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Solar Powered Shelter Type A
 End View and Front Elevation



End View Section

1" = 1'-0"



Front View Section

Hardware and Enclosure Box will be powder coated to match shelter RAL # 5004
 (TCI 9910-5160 Dark Blue

1" = 1'-0"

FRONT:
 Aluminum welded frame secures Solar panel to shelter roof. Use 1" x 2" x 1/8" unequal angle.
Foisteners:
 Drill and tap flange and Releiner to accommodate 5/8" x 1 1/4" Torx Head machine screws with 1/4" O.D Neoprene washer



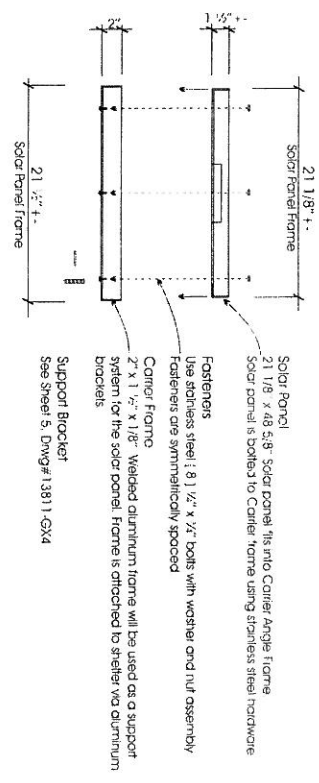
Non Electric Corporation
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 Architectural Metal Products
 1122 Linder Road Houston, Texas 77039
 (281) 987-1144 Fax (281) 987-9443

Job Name: Dart Shelter Project
Schlesperison: Hank Hink
Scale: Shown
Date: 4-07-05
Sheet 3 **of** 5

Installation VARIOUS
Address:
Work Order No.
Artist: Jgonzalez
Drawing No. 13811-GX2

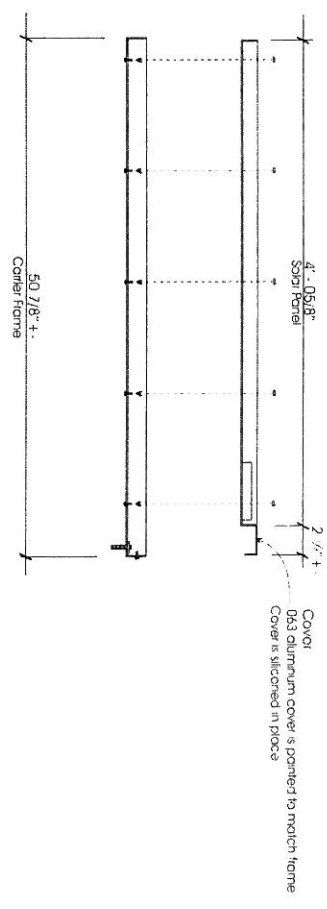
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Solar Powered Shelter Type A
 End View Section and Front View Section of
 Solar Power Components



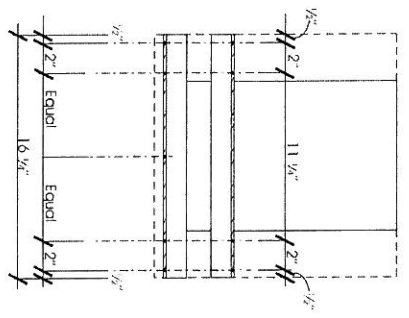
End View: Assembly Plan

1" = 1'-0"



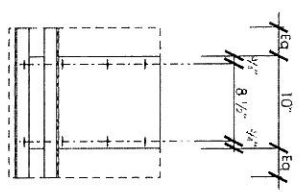
Front View: Fastener Plan

1" = 1'-0"



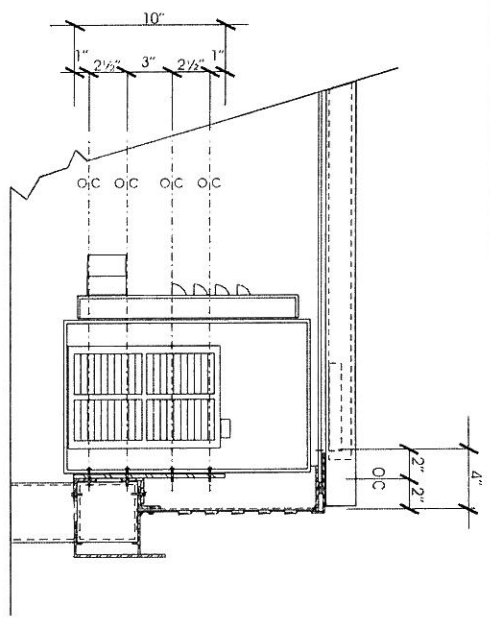
Support Bracket Plan

1 1/2" = 1'-0"



Rear View: Support Bracket

1" = 1'-0"



End View: Support Bracket

1" = 1'-0"

North Electric Corporation
NEC
 Designers • Fabricators • Erectors
 Architectural Metal Products
 11221 Lander Road Houston, Texas 77039
 (281) 987-1144 fax (281) 987-9443

Job Name: Darr Shelter Project
 Scalesperson: Hank Hink
 Scales: Shown Date: 4-07-05
 Sheet 4 of 5

Installation: VARIOUS
 Address:
 Work Order No.
 Artist: Jgonzalez
 Drawing No. 138111-GX3

NO.	REV.	DATE	BY
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Solar Powered Shelter Type A
 Solar Panel Frame Details and Support
 Bracket Details

Component List

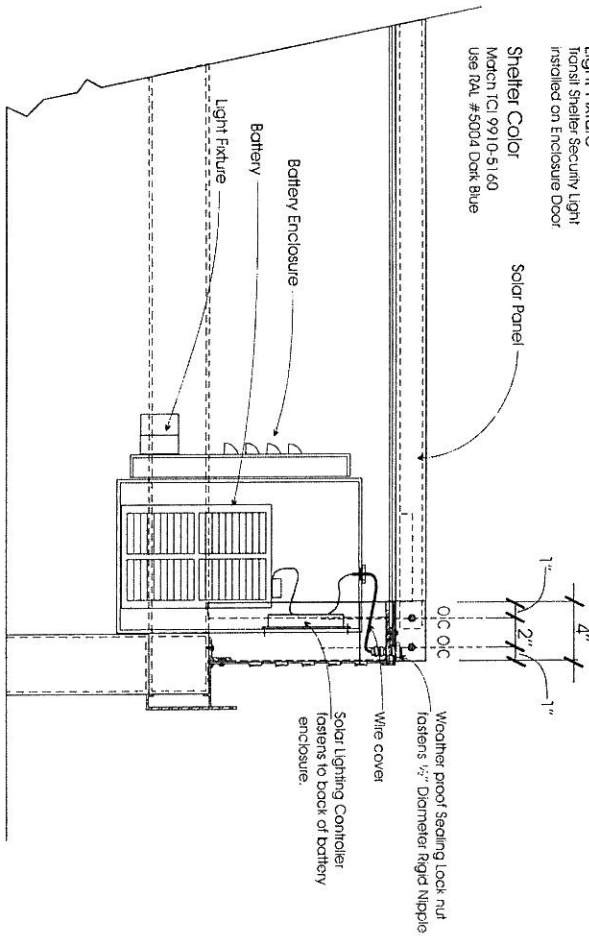
Solar Panel
 BP 380 Solar panel
Solar Lighting Controller
 Sun-light - 10

Battery
 Used 12 Volt, Type UB30H Universal Battery
 13 9/16" x 6 13/16" W x 10 3/16" H

Battery Enclosure
 Heavy Duty Battery Enclosure with battery, system controller, wiring and hardware. Enclosure and hardware will be powder coated to match shelter color.

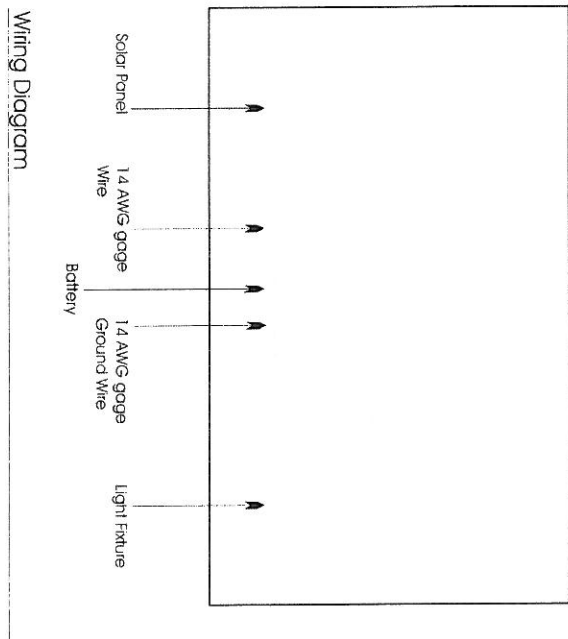
Light Fixture
 Konell Shelter Security Light installed on Enclosure Door

Shelter Color
 Match IC 9910-5160
 Use PA1 #5004 Dark Blue



Section

1 1/2" = 1'-0"



NEC
 Designers • Fabricators • Erectors
 Architectural Metal Products
 11221 Laurel Road Houston, Texas 77039
 (281) 987-1148 fax (281) 987-9443

Job Name: Dart Shelter Project
 Salesperson: Hank Hink
 Scale: Shown Date: 4-07-05
 Sheet 5 of 5

Installation VARIOUS
 Address: Work Order No.
 Artist: Jgonzalez
 Drawing No. 13811-GX4


NO.	DATE	BY
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4		

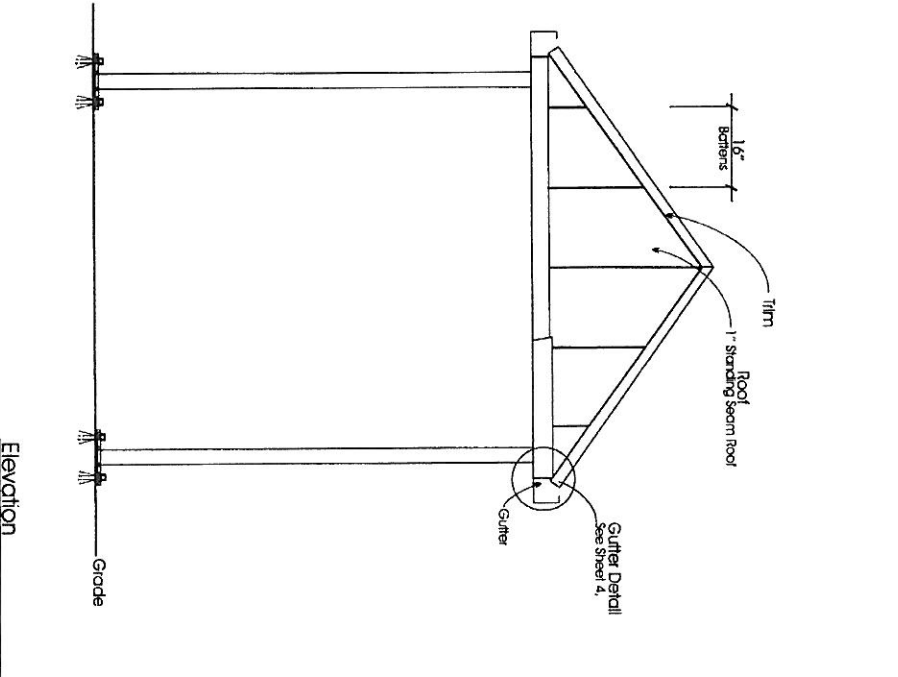
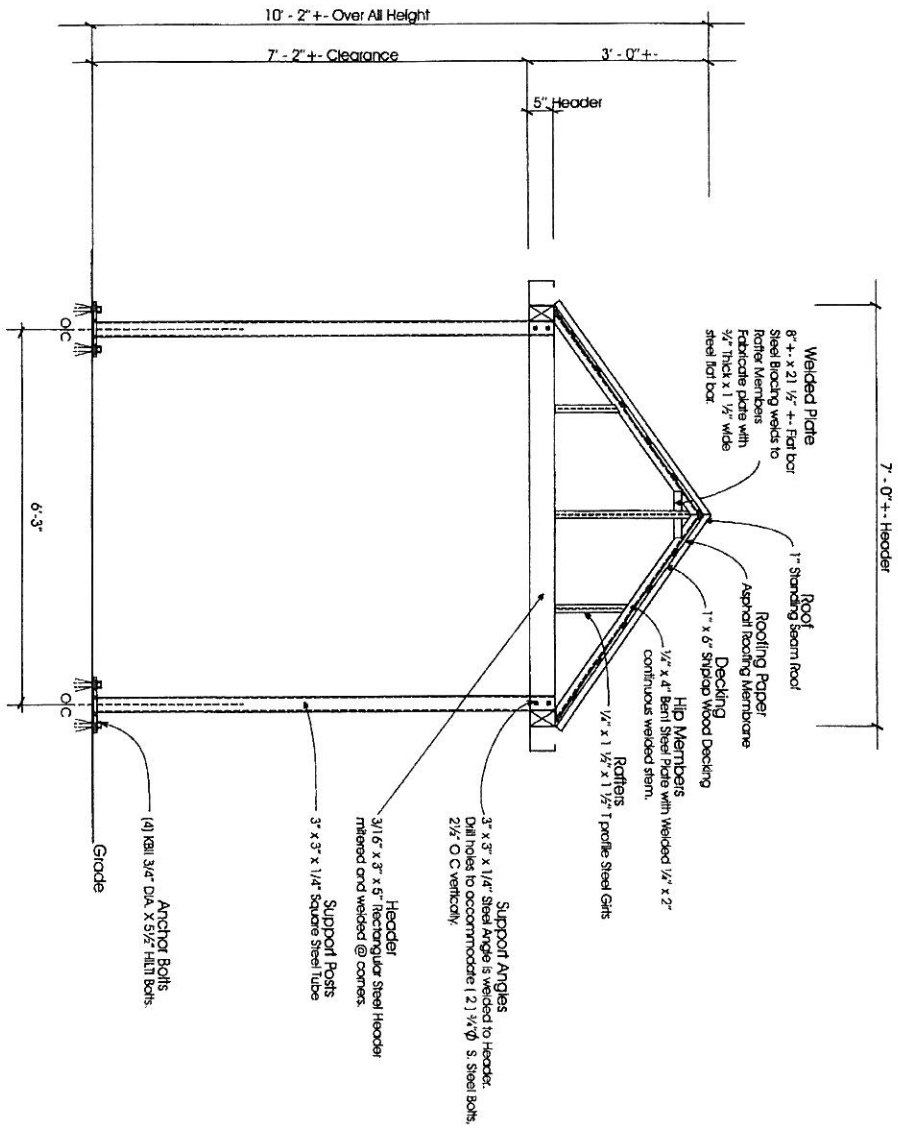
Solar Powered Shelter Type A
 Electrical Components Section
 and Wiring Diagram


Capital Metro Redline Downtown Station TWM Shelter

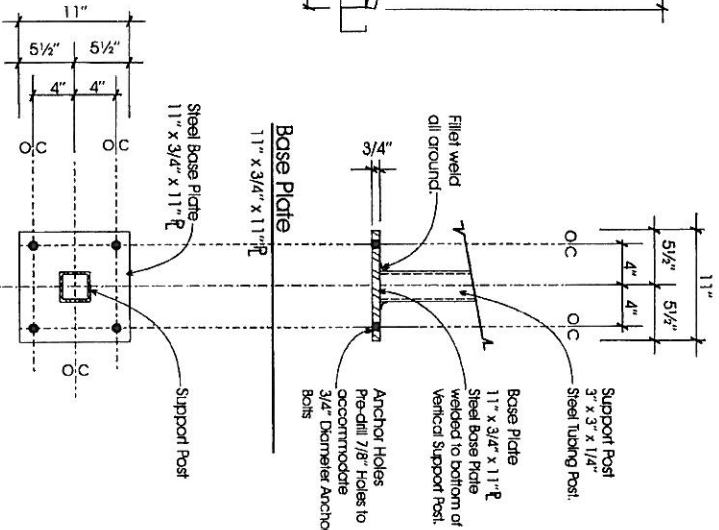
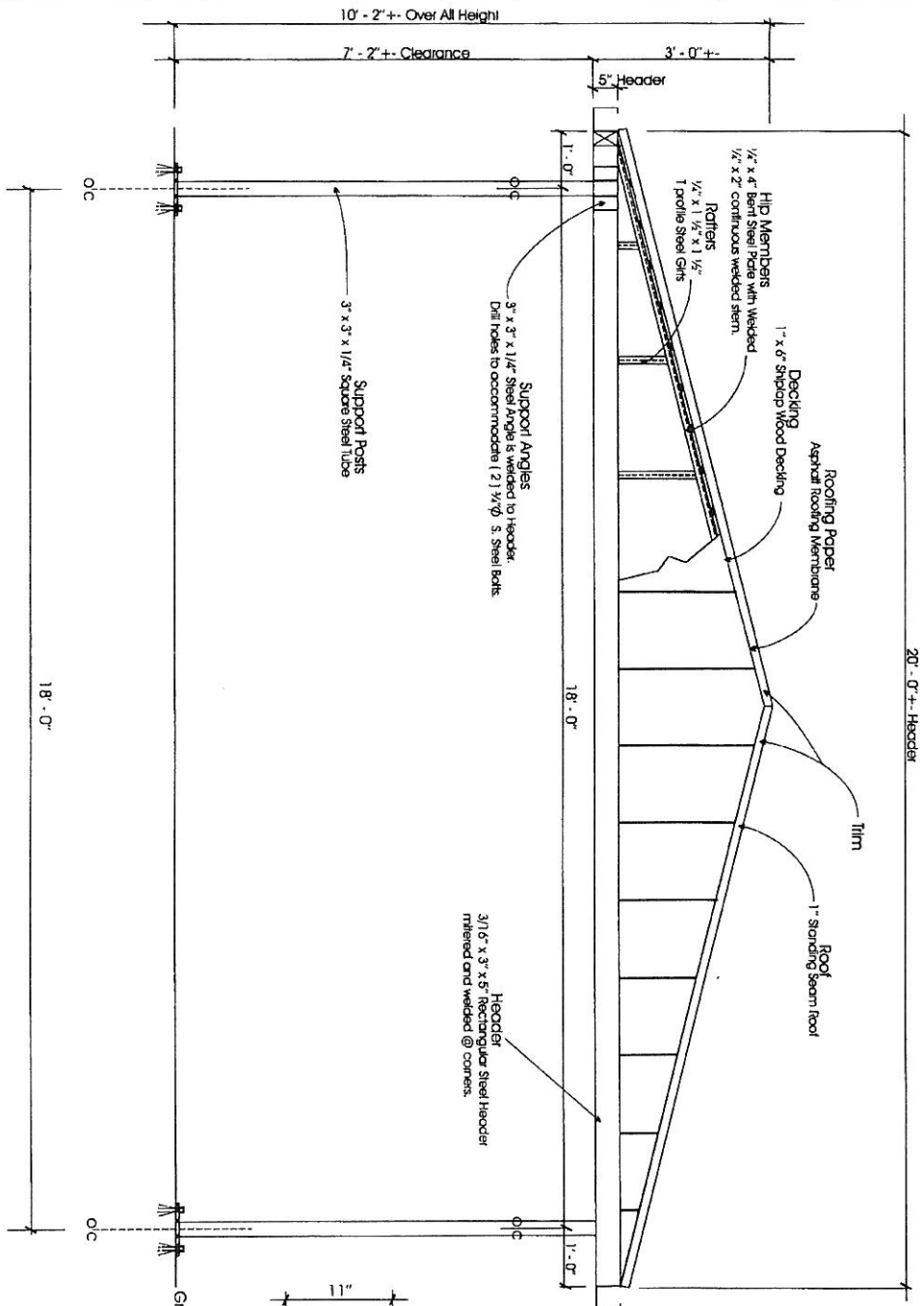
7' - 0" x 20' - 0" Shelter

Sheet Number	Description
S-1	Index Sheet
S-2	Shelter End View
S-3	Shelter Front View and Base Plate Detail
S-4	Shelter Roof Framing Plan, Fastening Detail and Gutter Detail

 Necon Electric Corporation Designers • Fabricators • Erectors Architectural Metal Products 1122 Lander Road Houston, Texas 77039 (281) 997-1144 fax (281) 987-9443											
Job Name: Capital Metro Scalesperson: Hank Hink Date: 11-11-08 Sheet 1 of 4	Registration Address: Work Order No. Artist: Frank J. Kurpacio Drawing No. 08F-3044										
<table border="1"> <thead> <tr> <th>Serial No.</th> <th>By</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>FK</td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> <tr> <td>4</td> <td></td> </tr> </tbody> </table>	Serial No.	By	1	FK	2		3		4		Index Sheet 7' - 0" x 20' - 0" Shelter (As built)
Serial No.	By										
1	FK										
2											
3											
4											



 Designers • Fabricators • Erectors Architectural Metal Products 1122 Lander Road Houston, Texas 77039 (281) 987-1144 Fax (281) 987-9443		Job Name: Capital Metro Salesperson: Hank Hink Scale: 1/2" = 1'-0" Date: 11-11-08 Sheet 2 of 4		Installation Address: Work Order No. Artist: Frank J. Kurokawa Drawing No. 08F-3044		Revision <table border="1"> <tr><td>1</td><td>5-7-09</td><td>FK</td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> </table>		1	5-7-09	FK	2			3			4			Shelter End View (As built)	
1	5-7-09	FK																			
2																					
3																					
4																					



Base Plate Plan
 11" x 3 3/4" x 11" R Steel Base Plate welded to bottom of Vertical Support Post. Filler weld all around. Make (4) per Shelter

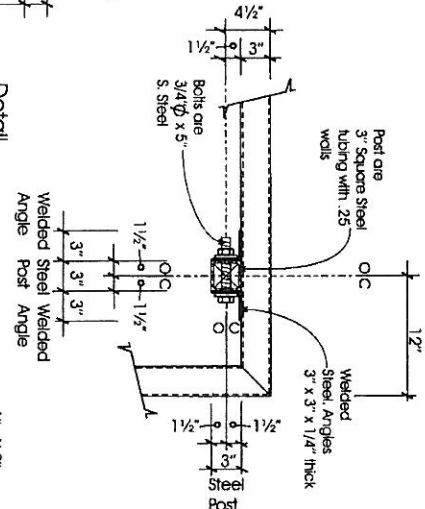
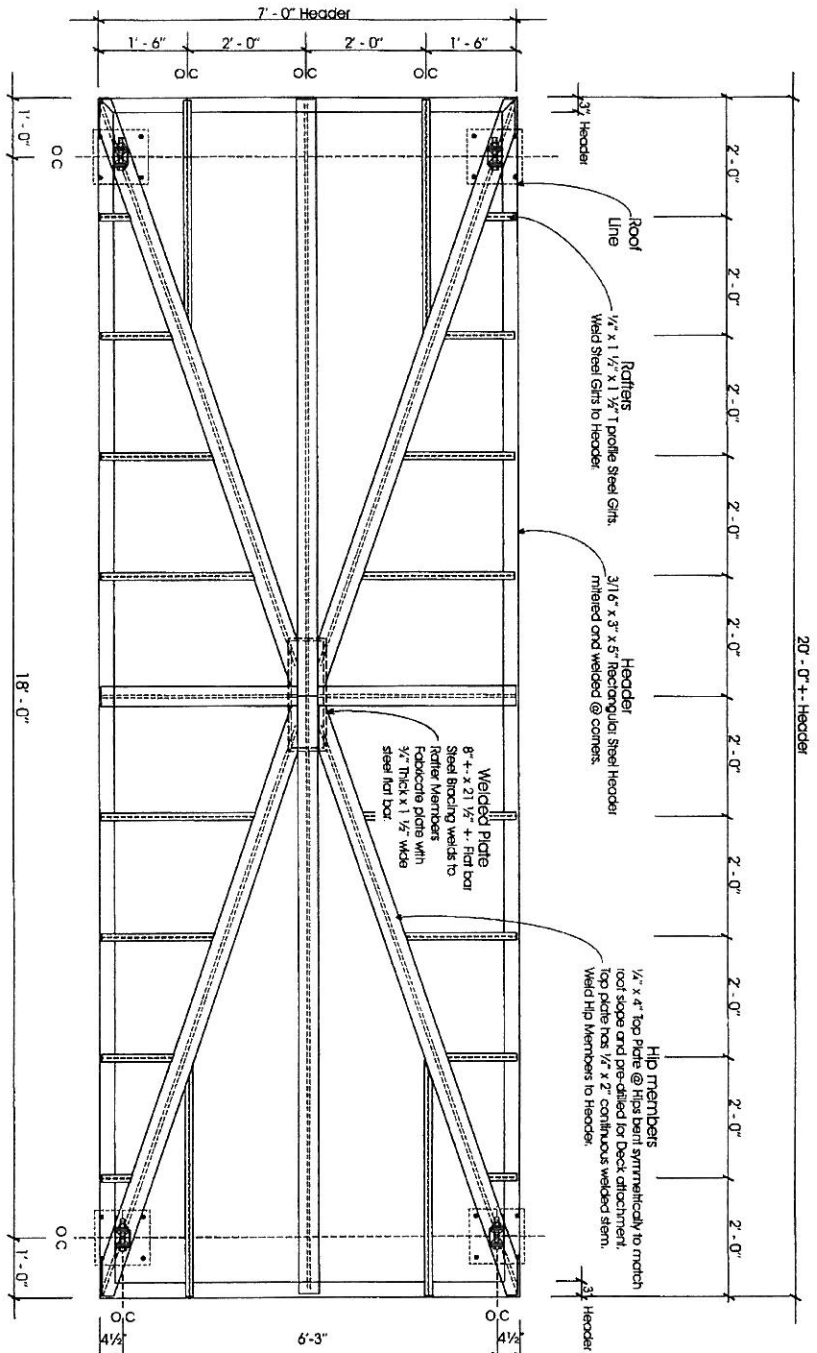
Neon Electric Corporation
NEC
 Designers • Fabricators • Erectors
 Architectural Metal Products
 1122 Lander Road Houston, Texas 77039
 (281) 987-1144 Fax (281) 987-9445

Job Name: Capital Metro
 Salesperson: Hank Hirik
 Scale: 1/2" = 1'-0" Date: 11-11-08
 Sheet 3 of 4

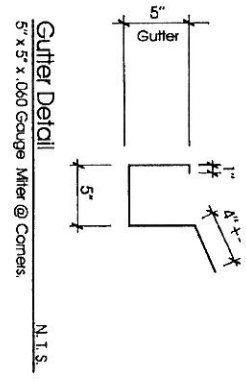
Revision
 No. Description
 1 5-7-09 FK
 2
 3
 4

Work Order No.
 Artist: Frank J. Kurupata
 Drawing No. 08F-3044

Shelter Front View
 and Base Plate Detail
 (As built)



Detail
Shelter support Posts will be 3" Steel Square tubing with .25 thick walls. Posts will fasten to welded Steel Angles using (2) 3/4" bolts at each corner of shelter. total of (8) bolts per shelter.



Neon Electric Corporation
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 Architectural Metal Products
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 (281) 987-1144 fax (281) 987-9443

Job Name: Capital Metro
 Salesperson: Hank Hink
 Scale: 1/2" = 1'-0" Date: 11-11-08
 Sheet 4 of 4

Installation Address:
 Work Order No.
 Artist: Frank J. Kuropoto
 Drawing No. 08F-3044

1	5-7-09	FK
2		
3		
4		

Shelter Roof Framing Plan,
 Fastening Detail and Gutter Detail
 (As Built)

SOUTHERN BRAZORIA SHELTER RECOMMENDATIONS

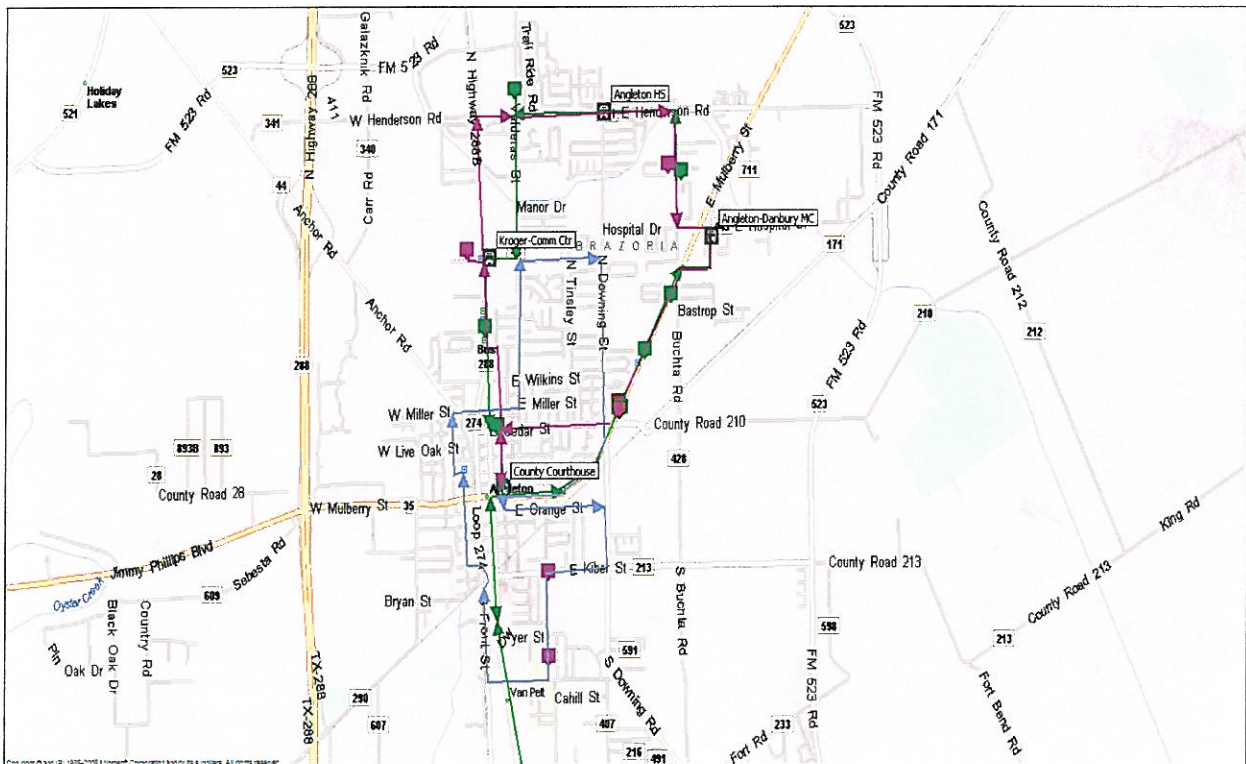
ANGLETON

Given the geographic size of the Southern Brazoria County region, it is easiest to show the shelter locations in three parts: Angleton, Lake Jackson/Freeport. Angleton will be served by two routes and four buses. The regional route (in green) will run from Freeport through Clute (with a transfer point at Plantation and Dixie), Lake Jackson, Brazosport College (another transfer point) and provide service (primarily in a counterclockwise loop) to many of the county and social service attractors in Angleton. Two buses will provide hourly service on the regional route. Transfers to Angleton routes will be possible at the court house.

Two circulators will run in Angleton hourly with each loop taking thirty minutes to complete. The northern loop (in purple) will run every half hour and will run clockwise on a route similar to the alignment of the regional route (but in the opposite direction). The southern/western loop (in bluegray) will cover parts of Angleton not services by the other two routes. All routes are very tentative and subject to change.

The four shelters are located at key attractors:

- Shelter 1 – Angleton/Danbury Medical Center (area medical center);
- Shelter 2 - Angleton High School
- Shelter 3 – Kroger/Community Center
- Shelter 4 – County Courthouse

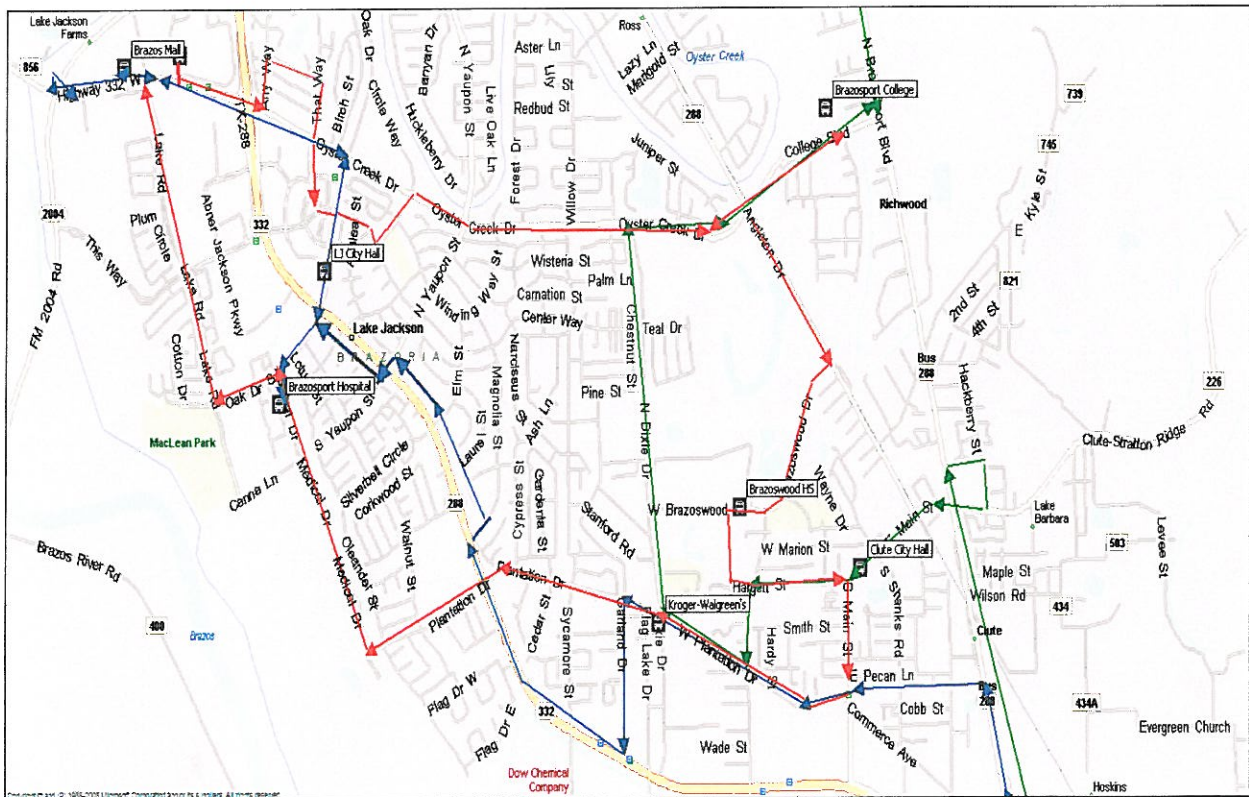


LAKE JACKSON/CLUTE

The Southern Brazoria communities of Lake Jackson and Clute will comprise the central area of the Southern Brazoria Connect transit service. Three routes will provide service to Lake Jackson and Clute:

- **Regional Route 1 (shown in green)** will pass through Clute, Lake Jackson and Brazosport College on its north and southbound trips;
- **Brazosport Route 2 (shown in blue)** will pass through Freeport, Clute and Lake Jackson connecting with Clute, the Brazosport Hospital and the Brazos Mall.
- **Lake Jackson/Clute Route 3 (shown in red)** will connect most of the major attractors within the two communities and with the Regional and Brazosport Route respectively.

The route map is shown below.

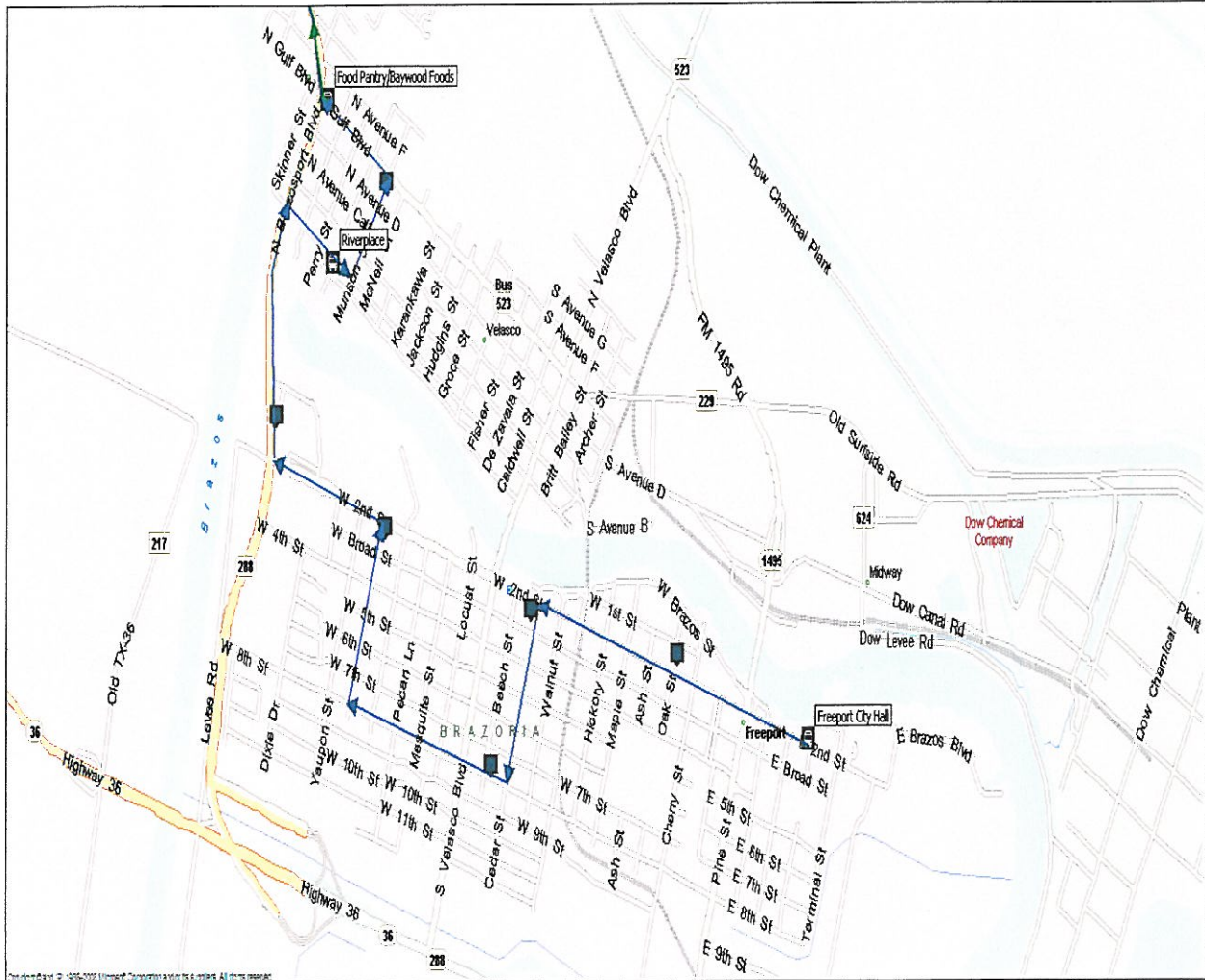


The seven shelters are located at key attractors:

- Shelter 5 – Brazosport College
- Shelter 6 - Brazoswood High School
- Shelter 7 – Clute City Hall
- Shelter 8 – Kroger/Walgreen’s
- Shelter 9 – Brazosport Hospital
- Shelter 10 – Lake Jackson City Hall
- Shelter 11 – Brazos Mall

FREEPORT

Freeport will be served by two routes. First, the Brazosport Route (shown in blue) which will connect large portions of Freeport with Clute, Brazosport Medical Center and Brazos Mall. Second, the regional route (in green) will start on the northside of N Gulf Boulevard just east of 288 and on the other side of the street from Baywood Foods.



The three shelters are located at key attractors:

- Shelter 12 – Baywood Foods
- Shelter 13 – Riverplace Park
- Shelter 14 - Freeport City Hall

Bob Welch

From: arconsul@aol.com
Sent: Wednesday, May 20, 2009 9:55 AM
To: jpynes@freeport.tx.us; dmunoz@freeport.tx.us; bwelch@freeport.tx.us
Cc: RickE@gcmhmr.com; barry@thegoodmancorp.com; jamesh@gcmhmr.com; constancew@gcmhmr.com; GGoodman@thegoodmancorp.com; rbeverlin@thegoodmancorp.com
Subject: Transit Service in Southern Brazoria region
Attachments: Resolution for Freeport June 1.doc

Connect Transit is planning to implement fixed route bus service in Freeport and the Southern Brazoria area during Fiscal year 2010 contingent upon community approval. Recently, we have been working with Freeport Finance Director, Bob Welch and Clute, Lake Jackson and Angleton in developing scheduled fixed route transit service in the Southern Brazoria area.

An updated transit and implementation plan has been prepared. In addition, we have been pursuing federal stimulus dollars (ARRA is funded 100% by the federal government) for transit amenities (bus shelters, benches and pedestrian improvements in the stop's immediately area). We would like to place two items on Freeport's agenda.

First, an action item that will include an update of the Transit Plan and request for funding transit service during FY 2010 not to exceed \$20,000. Second, an informational item on the ARRA grant application for bus shelters and sidewalk improvements in Freeport and the region.

If you have any questions or need any clarifications please let me know. Possible verbage for the agenda and resolution is attached.

 Alan Rodenstein
A & R Consulting
3303 Main Street
Suite 330
Houston, TX 77002
phone: 713-667-2266
fax: 713-667-2277
email: arconsul@aol.com
website: arconsul.com

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FREEPORT COUNCIL AGENDA ITEMS

Presentation of First item Report plus action item:

Consideration of the updated Southern Brazoria Transit Plan for FY 2010 and for the City of Freeport to contribute an amount not to exceed \$20,000 of the municipal share of operating expenses for transit services.

AGENDA ITEM 2 (information only)

Presentation of ARRA funding plan for transit and pedestrian amenities for Freeport and the Southern Brazoria region by the Goodman Corporation.

14 April 2009

Copy to:
Jeff Byrnes
M. Stotler
4-14-09

Brazoria County Commissioners Court
111 East Locust Street
Angleton, Texas 77515

County Judge and Commissioners,

I am Tom Hilton, president of Reef-Man, LLC, the first company in the state of Texas formed for the purpose of manufacturing and deploying artificial reefs in Texas inshore and offshore waters. We have decided to headquarter out of the Western Seafood docks in Freeport, and our project has the potential to have a significant, positive economic impact on the Freeport and Brazoria County area. In these times of economic hardship coupled with ever-stringent fishing regulations, our plan could provide substantial return on investment to the local community. I consider this to be a true grass-roots "Stimulus Package" - Texans helping Texans.

As an avid fisherman and map maker, I have observed the remarkable success of the artificial reefing efforts offshore of Alabama and the Florida panhandle. A recent study by Bonn and Bell of FSU revealed that the economic impact of the artificial reefs offshore of the 5 county region of the Florida panhandle equates to over \$300 million annually to the economies of those coastal communities. In addition, the cost/benefit ratio has been shown to be over 100 to one - in other words, for every dollar invested in reefing, it comes back to the coastal communities one hundredfold. For example, if we are able to deploy 500 reefs offshore of Freeport at a cost of \$1,000 each, research has shown that could mean as much as \$50 million to the Freeport/Brazoria County economies.

We have purchased our first reef deployment and research vessel "Reef-Man" - a 21' wide by 60' long aluminum catamaran which we are currently retrofitting with rigging, hydraulic winches, and a 8' wide x 14' high a-frame to be used to safely deploy the reefs. Texas Parks and Wildlife has acknowledged our efforts by designating the "BA-336 Reef-Man LLC Deployment Zone" located inside of the TPWD George Vancouver Reef Site. Currently the Vancouver site is 40 acres in size, but TPWD is working to expand it to 160 acres. TPWD is also working as you know to provide similar 160 acre sites offshore of Matagorda and Galveston. Since we are based out of Freeport Texas, our goal is to populate each of these 3 sites with about 500 reefs each, consistent with the Texas Coastal Management Program and TPWD artificial reef program standards. This will ensure quantities needed to make a substantial impact to the fisheries and thus coastal communities that would not be easily overcapitalized by overfishing.

A major component of our program is to provide habitat conducive to improving survival of juvenile red snapper and other finfish and shellfish species, providing more accessible fishing grounds for Texas anglers, and, thus, providing social and economic benefits to recreational fishing industries in Texas. It's a win-win proposal for the fish, the fishermen, and the Texas coastal communities. This will be a long-term project that will benefit fishery resources while avoiding, to the maximum extent possible, user conflict and be consistent with a stated purpose of NEPA to "encourage productive and enjoyable harmony between people and their environment and to enrich the understanding of the ecological systems and natural resources important to the Nation."

Commissioners, endorsement by the Brazoria County Commissioners Court would be greatly appreciated as I am making a presentation on April 15, 2009 to the Natural Resource Trustee Program and would like to be able to show that Brazoria County supports our initiative.

Thanks in advance for your help, as this project is extremely important to the future of Texas offshore fisheries.

Sincerely,



Tom Hilton
President, Reef-Man, LLC
5310 East Plantation Oaks
Arcola, Texas 77583
713 530-2267
www.Reef-Man.com

REEF-MAN
Artificial Reefs

Thomas J. Hilton
5310 East Plantation Oaks
Arcola, Texas 77583
713 530-2267 Fax 281 431-8125
www.Reef-Man.com

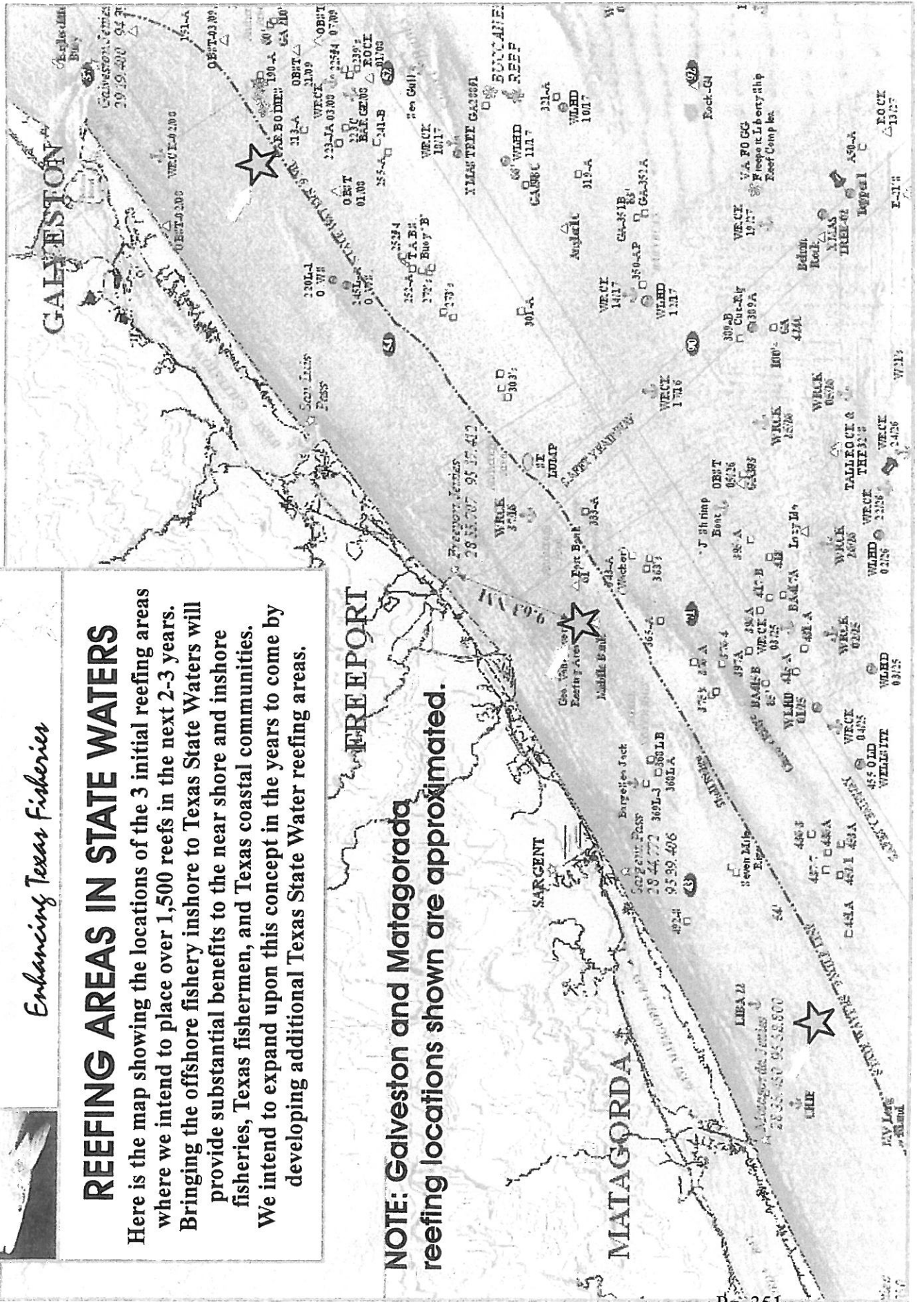


Enhancing Texas Fisheries

REEFING AREAS IN STATE WATERS

Here is the map showing the locations of the 3 initial reefing areas where we intend to place over 1,500 reefs in the next 2-3 years. Bringing the offshore fishery inshore to Texas State Waters will provide substantial benefits to the near shore and inshore fisheries, Texas fishermen, and Texas coastal communities. We intend to expand upon this concept in the years to come by developing additional Texas State Water reefing areas.

NOTE: Galveston and Matagorda reefing locations shown are approximated.

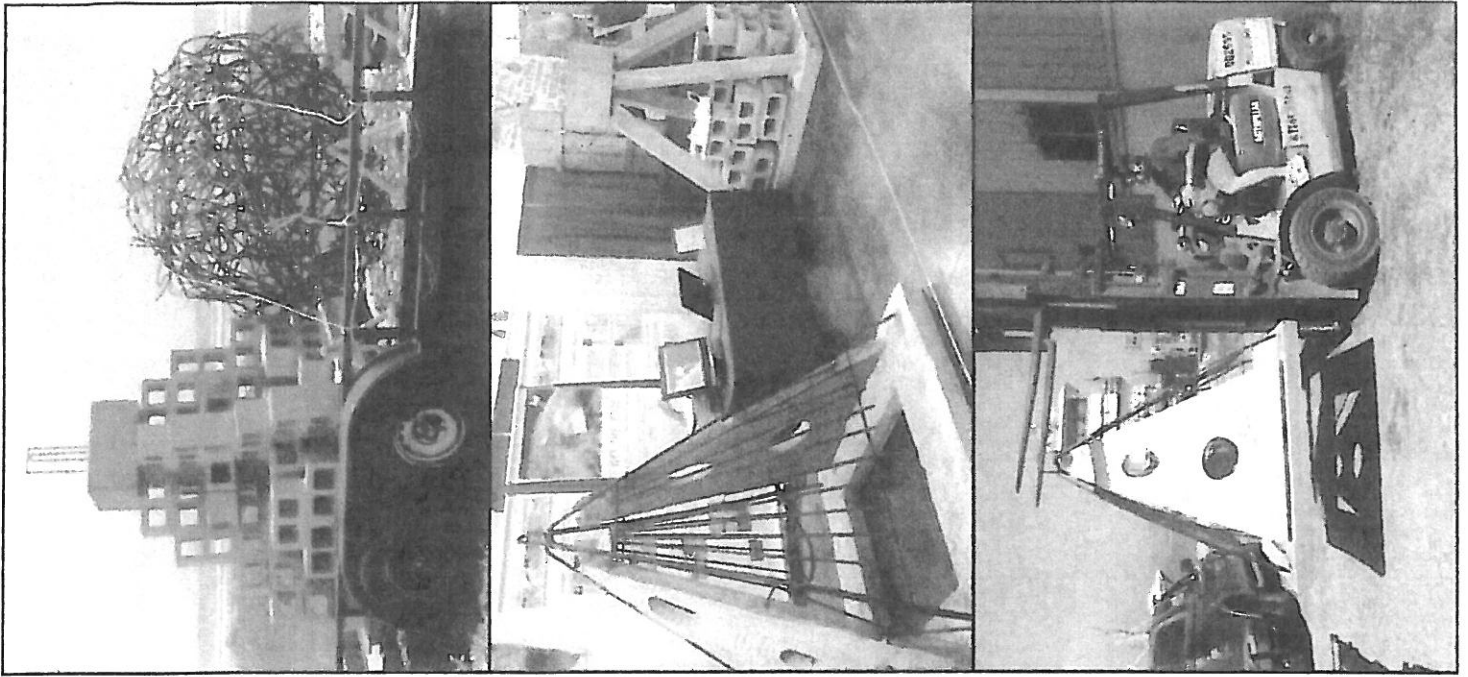
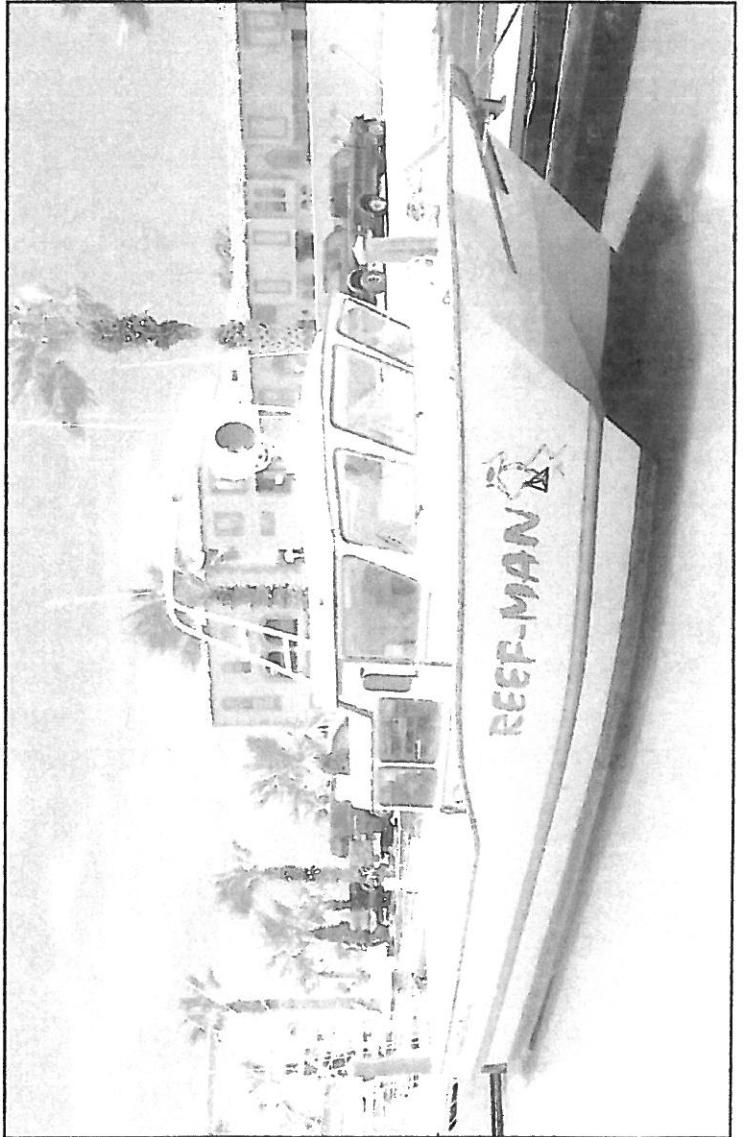




Enhancing Texas Fisheries

OUR VESSEL AND REEF DESIGNS

Here is our deployment and research vessel "Reef-Man" which is currently docked at Western Seafood docks (lower right). We are retrofitting her with the required rigging, a-frame and winches to get the reefs safely into the water. You can see that we are designing and manufacturing a variety of reef designs. Our intent is to deploy and monitor to determine which designs are superior in terms of producing fishery biomass.





Life's better outside.™

24 March 2009

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Chairman
San Antonio

T. Dan Friedkin
Vice-Chairman
Houston

Mark E. Bivins
Amarillo

J. Robert Brown
El Paso

Ralph H. Duggins
Fort Worth

Antonio Falcon, M.D.
Rio Grande City

Karen J. Hixon
San Antonio

Margaret Martin
Boerne

John D. Parkier
Lufkin

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

Mr. Tom Hilton
Reef-Man, LLC
5310 E. Plantation Oaks
Arcola, TX 77583

RE: Deployment of Reefing Material at BA-336 George Vancouver Liberty Ship Reef Site

Dear Tom:

Thank you for your continued support of the Texas Artificial Reef Program (TARP). From our numerous discussions, your custom built reef modules are very suitable for adding structure to the BA-336 George Vancouver Liberty Ship reef site, located 9 nautical miles from Freeport in 55ft of water. In addition, this material will demonstrate to the U.S. Army Corps of Engineers that TARP is actively placing materials at nearshore reef sites along the Texas coast. Hopefully, this will in effect decrease the wait-time for other reef site permit approvals.

We are currently working with the Texas General Land Office to expand the George Vancouver Liberty Ship reef site to 2600 ft x 2600 ft. The expansion will allow us to add smaller suitable materials through our nearshore reefing program.

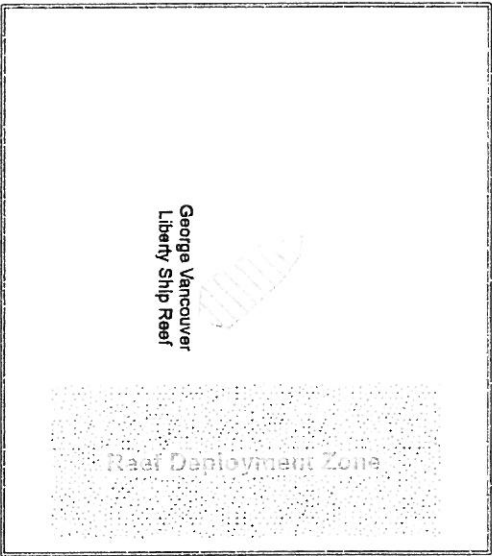
Nearshore reefs are created for the enhancement of fish populations and for the benefits of fishermen. The close proximity of this reef site to shore makes it accessible to small boat fishermen and an ideal candidate for your participation in the nearshore reef program.

I look forward to working with you on this project. If you have any questions, please feel free to contact me at 512-389-4686 or via email at dale.shively@tpwd.state.tx.us.

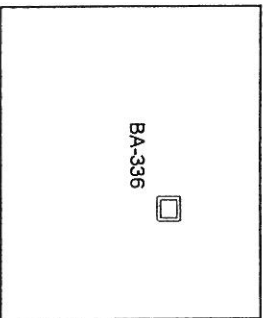
Sincerely,

J. Dale Shively, Coordinator
Texas Artificial Reef Program

Exhibit A



Reef Deployment Zone Coordinates							
Corner	NAD27 Lat	NAD27 Long	NAD83 Lat	NAD83 Long	NAD27 X	NAD27 Y	
Center	28° 47' 33.90" N	95° 20' 46.36" W	28° 47' 34.84" N	95° 20' 47.17" W	3,170,091.00	357,117.89	
Northwest	28° 47' 39.13" N	95° 20' 48.48" W	28° 47' 40.04" N	95° 20' 49.26" W	3,169,888.33	357,640.11	
Northwest	28° 47' 39.413" N	95° 20' 44.31" W	28° 47' 40.04" N	95° 20' 45.10" W	3,170,258.99	357,691.70	
Southwest	28° 47' 28.68" N	95° 20' 44.27" W	28° 47' 29.69" N	95° 20' 45.06" W	3,170,295.28	356,697.29	
Southwest	28° 47' 28.68" N	95° 20' 48.48" W	28° 47' 29.69" N	95° 20' 49.28" W	3,169,921.30	356,695.60	
Artificial Reef Coordinates							
Corner	NAD27 Lat	NAD27 Long	NAD83 Lat	NAD83 Long	NAD27 X	NAD27 Y	
Northwest	28° 47' 40.44" N	95° 20' 58.08" W	28° 47' 41.36" N	95° 20' 59.47" W	3,168,978.63	357,744.09	
Northwest	28° 47' 40.44" N	95° 20' 43.85" W	28° 47' 41.36" N	95° 20' 44.63" W	3,170,295.47	357,785.31	
Southwest	28° 47' 27.37" N	95° 20' 43.85" W	28° 47' 28.28" N	95° 20' 44.63" W	3,170,337.12	356,466.14	
Southwest	28° 47' 27.37" N	95° 20' 58.68" W	28° 47' 28.28" N	95° 20' 59.47" W	3,169,017.84	356,424.90	
Existing Structure Centroid							
	NAD27 Lat	NAD27 Long	NAD83 Lat	NAD83 Long	NAD27 X	NAD27 Y	
BA-336 George Vancouver	28° 47' 33.9" N	95° 20' 51.26" W	28° 47' 34.82" N	95° 20' 52.05" W	3,169,666.87	357,105.10	



BA-336 Reef-Man LLC Deployment Zone 2008

- Deployment Zone
- Proposed Grid
- Current Artificial Reef
- Existing Structure



Coastal Fisheries
Artificial Reef Program



**NOTE: THIS MAP IS FOR
REFERENCE ONLY**

Prepared August 12, 2008 by:
Ashley Summers
TPWD CF/GIS
512-389-8199

The requester must be aware of data conditions and ultimately bear responsibility for the appropriate use of the information with respect to possible errors, currency of map scale, collection methodology, currency of data, and other conditions specific to certain data.

RESOLUTION - NO. 2009-2192
In Support of the Reef-Man, LLC Artificial Reef Program

WHEREAS, Artificial reefs can be used with other fishery management techniques designed to achieve optimum yield from fisheries; and

WHEREAS, the Texas Legislature recognized this potential with the passage of the Artificial Reef Act of 1989, which directed the Texas Parks and Wildlife Department to promote, develop, maintain, monitor and enhance the artificial reef potential in State and Federal waters adjacent to Texas; and

WHEREAS, Reef-Man, LLC, headquartered in the City of Freeport, is the first company in the State of Texas formed for the purpose of manufacturing and deploying artificial reefs in Texas inshore and offshore waters; and

WHEREAS, the goal of Reef-Man, LLC is to provide habitat conducive to improving survival of juvenile red snapper and other finfish and shellfish species, providing more accessible fishing grounds for Texas anglers and providing social and economic benefits to recreational fishing industries in Texas as well as providing a positive economic impact on the Freeport and Brazoria County area; and

WHEREAS, Due to the efforts of Reef-Man, LLC the Texas Parks and Wildlife Department has designated the "BA-336 Reef-Man LLC Deployment Zone" located inside the TPWD George Vancouver Reef Site to deploy their reefs.

NOW, THEREFORE BE IT RESOLVED, THAT the City of Freeport endorses Reef-Man, LLC in their effort to assist the Texas Parks & Wildlife Department's already successful artificial reef program placing substantial amounts of habitat in already-permitted TPWD reef sites along the Texas coast.

Approved this ____ day of _____, 2009.

Larry L. McDonald
Mayor/City of Freeport

Delia Munoz
Attest

Tuesday, May 19, 2009

Eric Hayes
1507 west Broad ST.
Freeport TX. 77541

Please include me in the next City Council meeting. I wish to discuss plans with council, to install billboard. This is what council requested in previous meeting. The plans have been submitted.

Thank you,

Eric Hayes



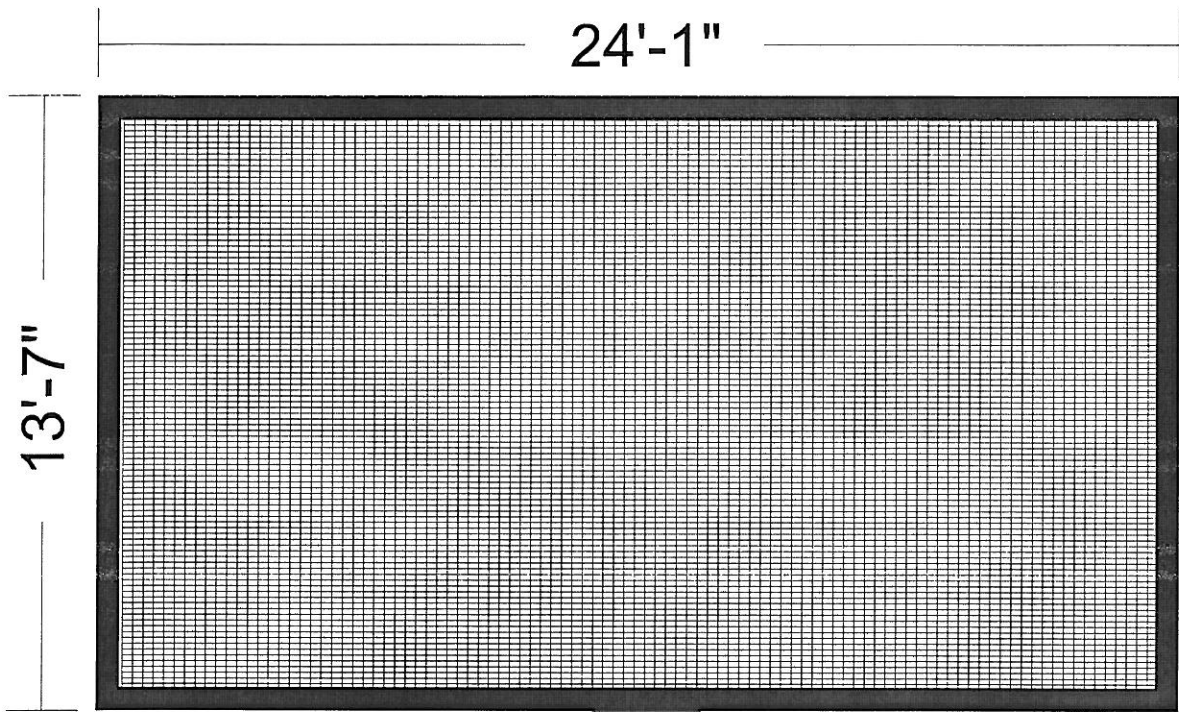
OPTEC DISPLAYS, INC.
530 6th Avenue, City of Industry, CA 91746
Tel: 800.876.1668 Fax: 626.369.7858

Model: 2040-5-RGB-Z-H-D
Matrix: 200 x 360

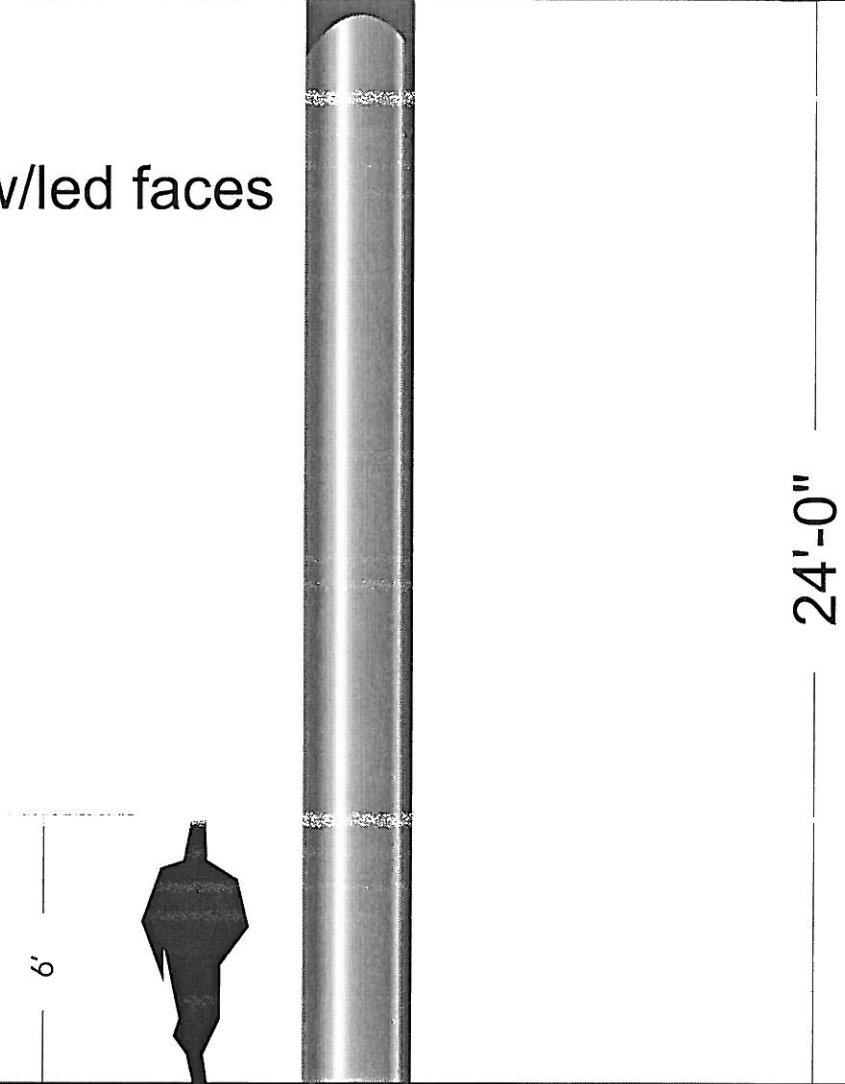
Project Name: Eric Hayes
Prepared by: James Newkirk
Texas Representative
jnewkirk@optecdisplays.com
818-519-0104

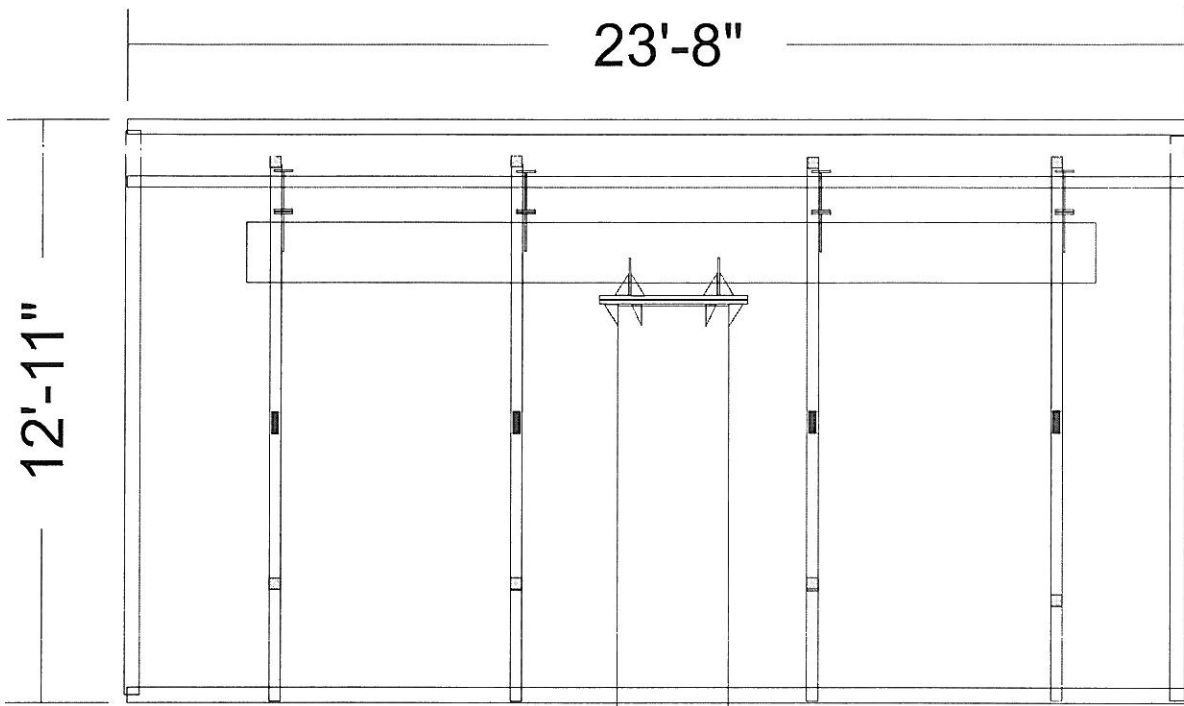
Display Specification

Color Processing: RGB 281 Trillion Levels
Character Size: 5.5 inches
Pixel Matrix: 200 x 360
Resolution: 72000 pixels per face
Cabinet Size: 13' 7 12/16" x 24' 1 12/16" x 9 7/16"
Display Area: 13' 1 8/16" x 23' 7 7/16"
Maintenance: Front

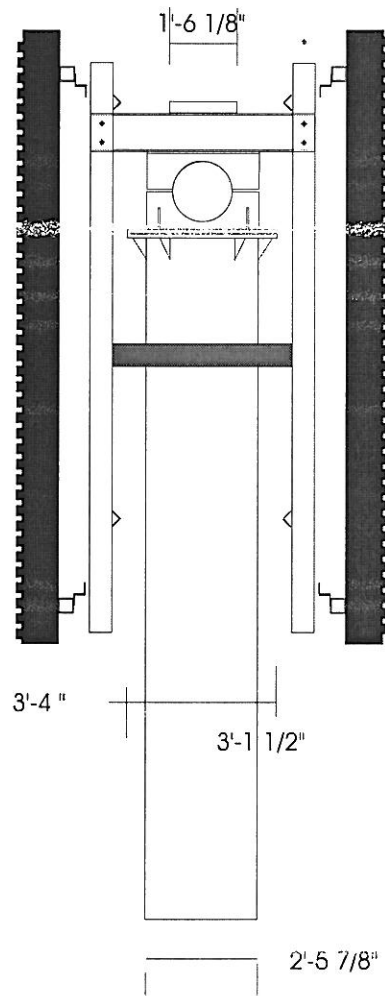


Front w/led faces





Front frame



Side
Frame/ led Faces

FLANGE THICKNESS, BOLT SIZE
& SPACING PER THE MANUFACTURE'S
DESIGN.

6" MIN.

EXISTING NATURAL GROUND

EXISTING NATURAL GROUND

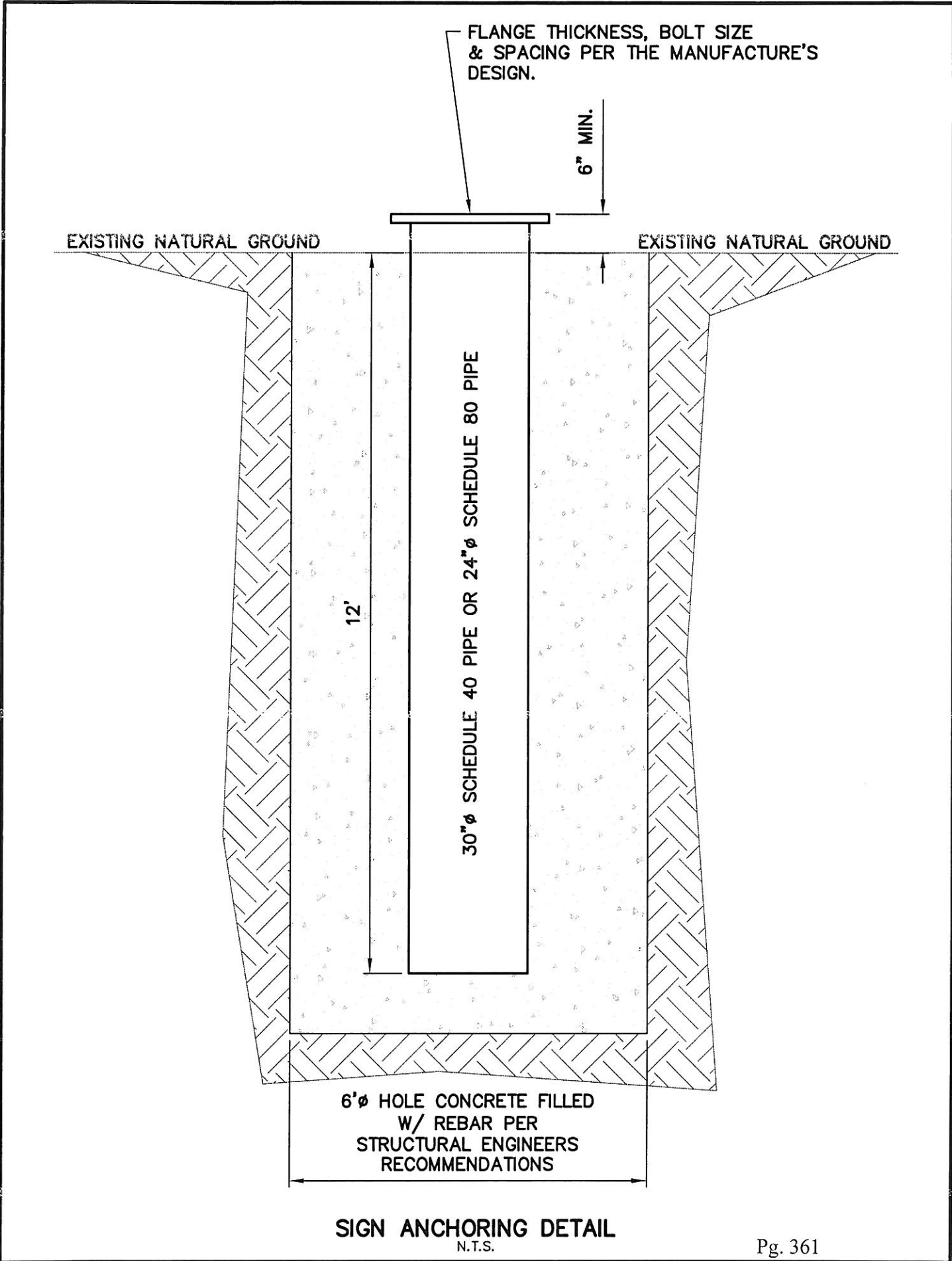
12'

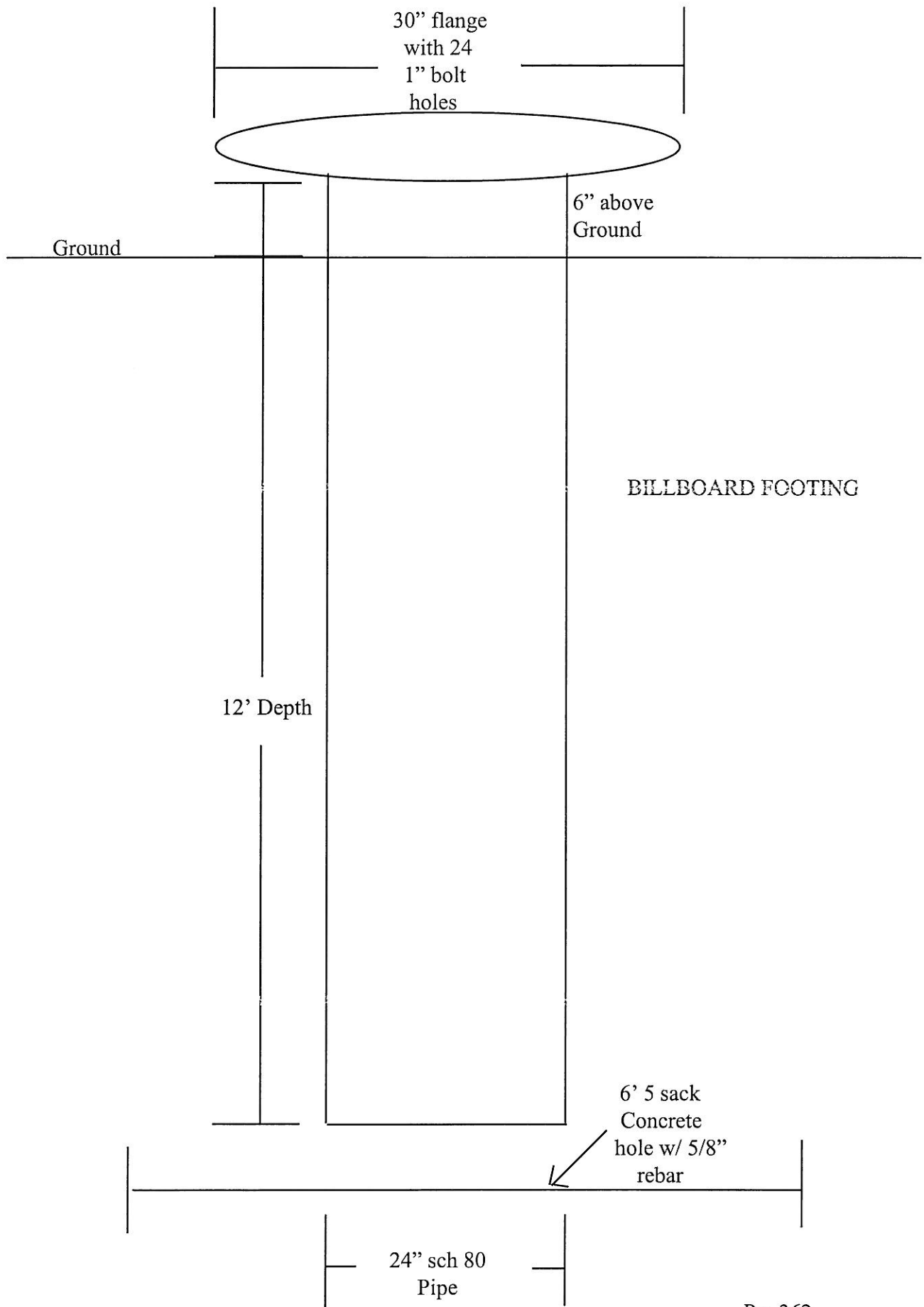
30" ϕ SCHEDULE 40 PIPE OR 24" ϕ SCHEDULE 80 PIPE

6' ϕ HOLE CONCRETE FILLED
W/ REBAR PER
STRUCTURAL ENGINEERS
RECOMMENDATIONS

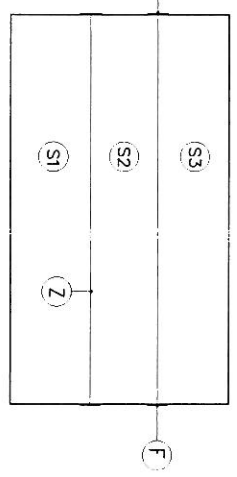
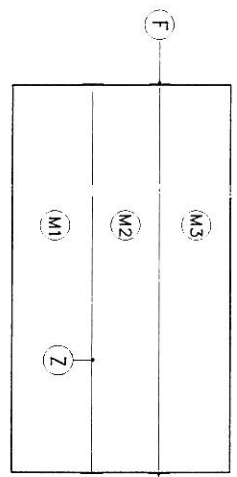
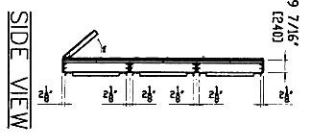
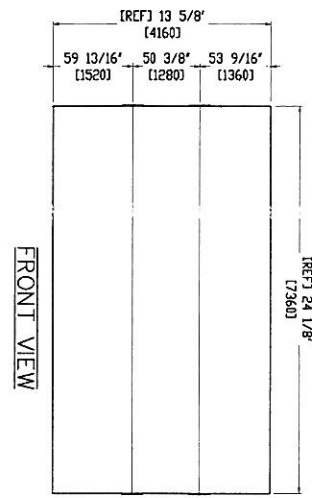
SIGN ANCHORING DETAIL

N.T.S.





FINAL ASSEMBLY FRONT VIEW



SECTION WEIGHTS & MATRIX

Display Section	Display Matrix	Approximate Weights per Face
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M2	64X360	3200 lbs.
M3	64X360	3200 lbs.
S1	72X360	4000 lbs.
S2	64X360	3200 lbs.
S3	64X360	3200 lbs.

CALL OUT IDENTIFICATION TABLE

Master ID	Slave ID	Section	Detail Page
M1	S1	DISPLAY SECTION M1	SEE SECTION 1.1 DETAIL PAGE
M2	S2	DISPLAY SECTION M2	SEE SECTION 1.2 DETAIL PAGE
M3	S3	DISPLAY SECTION M3	SEE SECTION 1.3 DETAIL PAGE
S1	F	DISPLAY SECTION S1	SEE SECTION 1 DETAIL PAGE
S2	F	DISPLAY SECTION S2	SEE SECTION 2 DETAIL PAGE
S3	F	DISPLAY SECTION S3	SEE SECTION 3 DETAIL PAGE
F	Z	DISPLAY SECTION ALIGNMENT GUIDE	SEE DETAIL F
Z	Z	DISPLAY SECTION BOLTING	SEE DETAIL Z

GENERAL NOTES

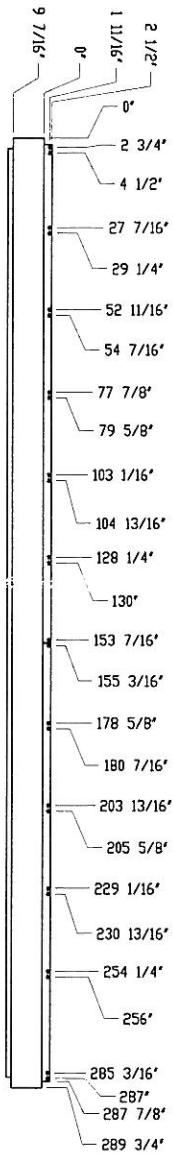
- 1 ALL DIMENSIONS ARE FT-IN ALTERNATE UNITS WHEN PROVIDED
- 2 APPE IN (mm)
- 3 UNLESS OTHERWISE SPECIFIED ALL EXTERIOR PARTS ARE FINISHED BLACK, UNLESS CUSTOM COLOR WAS SPECIFIED AT TIME OF ORDER
- 4 BACK PANEL FINISHED GRAY UNLESS CUSTOM COLOR WAS SPECIFIED AT TIME OF ORDER
- 5 OPTIC DISPLAYS IS NOT RESPONSIBLE FOR THE MAIN ELECTRICAL DISCONNECT
- 6 OPTIC DISPLAYS IS NOT RESPONSIBLE FOR THE MOUNTING HARDWARE OR THE INTEGRITY OF THE STRUCTURE TO WHICH THE DISPLAY IS MOUNTED
- 7 THE DISPLAY IS MOUNTED TO SUPPORTING STRUCTURE USING DISPLAY MUST BE MOUNTED TO SUPPORTING STRUCTURE USING THE PROVIDED ANGLE IRON MOUNTING CLIPS
- 8 DISPLAY IS REAR VENTILATED TO MAINTAIN WARRANTY COVERAGE, AIR MUST BE ALLOWED TO FLOW UNOBSTRUCTED FROM ALL AIR VENTS AND AMBIENT AIR TEMPERATURE ON ALL SURFACES MUST BE BETWEEN -22°F AND 131°F WHILE SIGN IS POWERED FOR PROPER AIRFLOW, MAINTAIN MINIMUM 15" CLEARANCE BETWEEN BACK OF DISPLAY AND WALLS
- 9 ADJACENT DISPLAY SECTIONS MUST BE MATED TOGETHER USING PROVIDED BOLTS AND WASHERS TO ENSURE PROPER ALIGNMENT AND FIT SEE DETAIL Z
- 10 BEFORE FINAL ATTACHMENT OF DISPLAY SECTIONS TO STRUCTURE CHECK FOR PROPER HORIZONTAL AND VERTICAL PIXEL ALIGNMENT
- 11 DURING TRANSPORT, THE BOTTOM OF THE DISPLAY MUST BE SUPPORTED AT EACH END AND ADDITIONAL SUPPORTS DISTRIBUTED ALONG LENGTH OF CABINET AT INTERVALS NOT TO EXCEED 5 FEET
- 12 EYEBOLTS, WHEN PROVIDED, ARE DESIGNED TO LIFT ONLY THE INDIVIDUAL DISPLAY CABINET AND MAY NOT BE USED TO LIFT THE DISPLAY COMBINED WITH ANY ADDITIONAL STRUCTURES. UNSECURED DISPLAYS ARE NOT STABLE ALWAYS SECURE BOTH CREATED AND UNCREATED DISPLAYS TO PREVENT ACCIDENTAL TIPPING BY WIND OR OTHER FORCES NEVER OPEN ANY SERVICE PANEL OF A DISPLAY UNLESS THE DISPLAY IS SECURED FROM TIPPING

REV	DATE	BY	DESCRIPTION

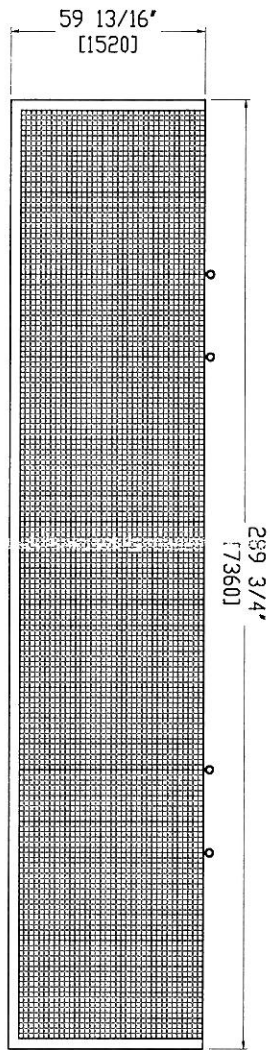
COPYRIGHT © 2005 OPTEC DISPLAYS, INC. ALL RIGHTS RESERVED. UNAUTHORIZED REPRODUCTION AND DISTRIBUTION IS PROHIBITED.

DRAWING NUMBER: 2-10-5-R05-2501360-1F
 PROJECT NUMBER: 2-10-5-R05-2501360-1F-1000
 DRAWN BY: GSE
 CHECKED BY: GSE
 DATE: 2005-04-13
 PAGE: 1 OF 8
 UNITS: INCHES [mm]
 REVISION: 10

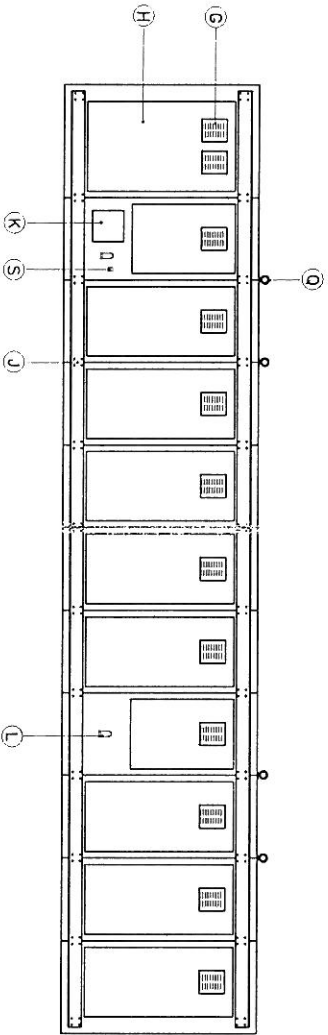
SECTION M1&S1 DETAIL



TOP VIEW



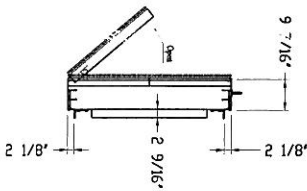
FRONT VIEW



REAR VIEW ID

GENERAL NOTES

- 1 ALL DIMENSIONS ARE FT-IN. ALTERNATE UNITS WHEN PROVIDED ARE IN (mm).
- 2 DISPLAY PERIMETER IS CONSTRUCTED OF ALUMINUM EXTRUSION. ALL OTHER PANELS ARE CONSTRUCTED OF STEEL OR ALUMINUM.
- 3 EYEBOLTS, WHEN PROVIDED, MAY NOT BE USED FOR PERMANENT INSTALLATION.
- 4 ALL REAR ACCESS DOORS HINGE OPEN ON LEFT EDGE. PROVIDE MINIMUM OF 2" CLEARANCE FROM ADDITIONAL STRUCTURES LEFT OF DOOR TO ALLOW DOOR TO OPEN COMPLETELY.
- 5 ALL FACE PANELS HINGE OPEN FROM BOTTOM TO 60° AND SLIDE OUT 6" FROM FRONT OF CABINET.



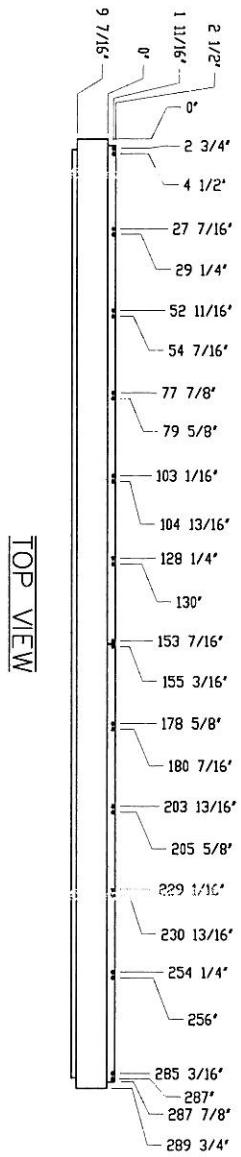
SIDE VIEW

ITEM	DESCRIPTION
G	VENTILATION EXHAUST
H	REAR SERVICE ACCESS DOOR
J	ANGLE IRON MOUNTING CLIP - SEE DETAIL J
K	COMMUNICATIONS RELAY CENTER
L	1" ANGLE CONDUIT - SEE DETAIL L
S	GROUNDING LUG
Q	EYEBOLT - SEE DETAIL Q FOR INSTRUCTIONS

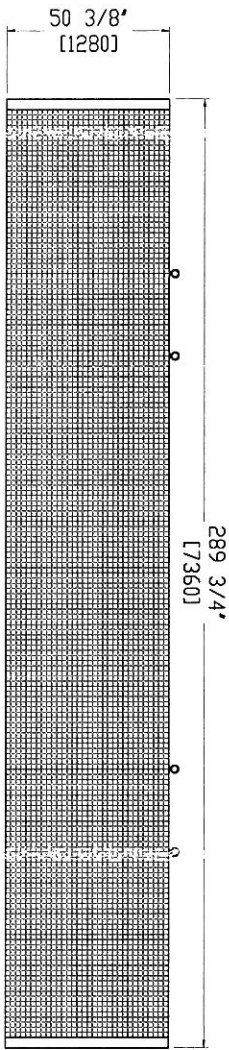
REV	DATE	DESCRIPTION	BY	APP

OPTEC DISPLAYS INC.	2100 WEST 20th STREET, SUITE 200, DENVER, CO 80202
PHONE: 303-751-1100	FAX: 303-751-1101
WEBSITE: www.optec.com	EMAIL: sales@optec.com
DATE: 2009-06-13	REVISION: 1.0
PAGE: 2 OF 8	UNITS: INCHES (mm)

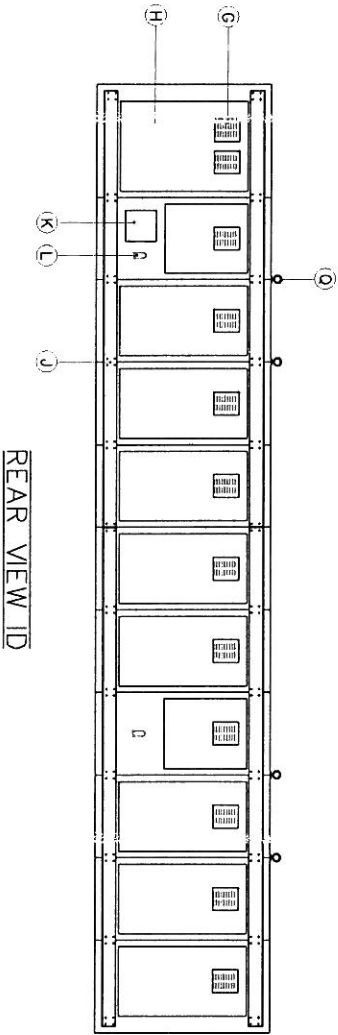
SECTION M2&S2 DETAIL



TOP VIEW



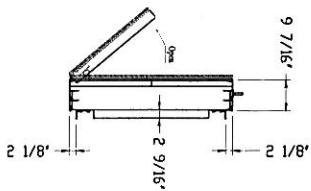
FRONT VIEW



REAR VIEW ID

GENERAL NOTES

- 1 ALL DIMENSIONS ARE FT-IN ALTERNATE UNITS WHEN PROVIDED ARE IN (mm)
- 2 DISPLAY PERIMETER IS CONSTRUCTED OF ALUMINUM EXTRUSION ALL OTHER PANELS ARE CONSTRUCTED OF STEEL OR ALUMINUM
- 3 EYEBOLTS, WHEN PROVIDED, MAY NOT BE USED FOR PERMANENT INSTALLATION
- 4 ALL REAR ACCESS DOORS + HINGE OPEN ON LEFT EDGE PROVIDE MINIMUM OF 2" CLEARANCE FROM ADDITIONAL STRUCTURES LEFT OF DOOR TO ALLOW DOOR TO OPEN COMPLETELY
- 5 ALL FACE PANELS HINGE UP FROM BOTTOM TO 60° AND SLIDE OUT 6" FROM FRONT OF CABINET



SIDE VIEW

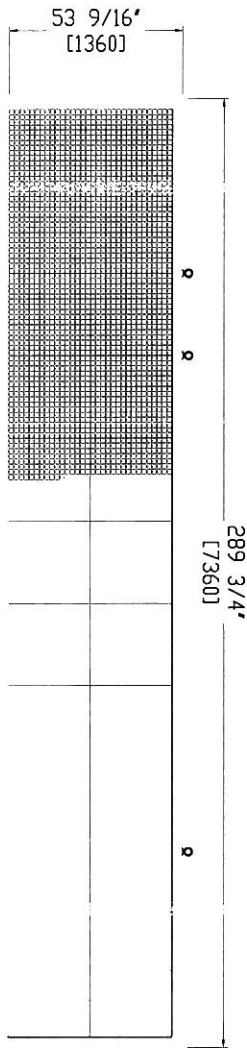
CALL OUT IDENTIFICATION TABLE

ITEM	DESCRIPTION
G	VENTILATION EXHAUST
H	REAR SERVICE ACCESS COVER
J	ANGLE IRON MOUNTING CLIP - SEE DETAIL J
K	COMMUNICATIONS PELAY COVER - SEE DETAIL K
L	ANGLE CONDUIT - SEE DETAIL L
O	EYEBOLT - SEE DETAIL O FOR INSTRUCTIONS

REV	DATE	DESCRIPTION	BY	APP

		OPTCO 2310 OPTCO BUSINESS INC A. I. ROAD RESERVED UNAUTHORIZED REPRODUCTION AND DISTRIBUTION PROHIBITED	
DRAWN BY: MGR CHECKED BY: GSD DATE: 2008-05-23 PRICE: 3.00	2048-S-RGB-2002-536-DF-1000 2048-S-RGB-2002-536-DF-1000 5647 SHEET SIZE: 18" x 24" TITLE: M2&S2 UNITS: INCHES (mm) REVISION: 10	OPTCO 2048-S-RGB-2002-536-DF-1000 5647 SHEET SIZE: 18" x 24" TITLE: M2&S2 UNITS: INCHES (mm) REVISION: 10	OPTCO 2310 OPTCO BUSINESS INC A. I. ROAD RESERVED UNAUTHORIZED REPRODUCTION AND DISTRIBUTION PROHIBITED

SECTION M3&S3 DETAIL

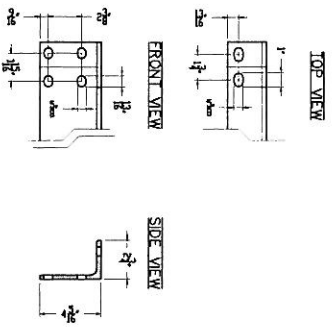


FRONT VIEW

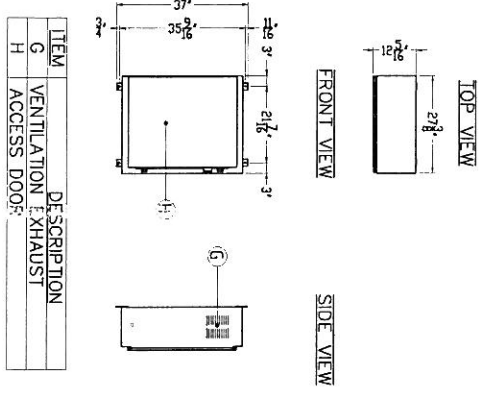
SIDE VIEW

REAR VIEW ID

ITEM	DESCRIPTION	CALL OUT IDENTIFICATION	TABLE
G	VENTILATION EXHAUST		
H	REAR SERVICE ACCESS DOOR		
J	ANGLE IRON MOUNTING CLIP - SEE DETAIL J		
K	COMMUNICATIONS RELAY CENTER		
L	1" ANGLE CONDUIT - SEE DETAIL L		
O	EYEBOLT - SEE DETAIL O FOR INSTRUCTIONS		

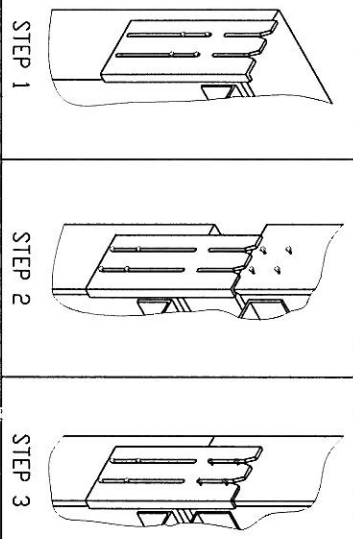


ANGLE IRON MOUNTING CLIP
10X DRAWING SCALE



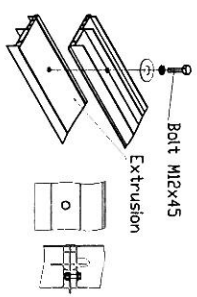
ITEM DESCRIPTION
G VENTILATION EXHAUST
H ACCESS DOOR

DETAIL R
EXTERNAL CONTROLLER ENVIRONMENTAL CASE
2X DRAWING SCALE

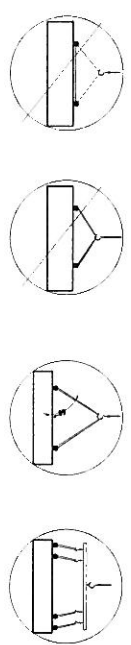


1. ALIGNMENT GUIDE PRE-INSTALLED ON DISPLAY FROM FACTORY.
2. AFTER INSTALLATION OF LOWER DISPLAY SECTION, LOOSEN BOLTS AND SLIDE ALIGNMENT GUIDE UPWARD AND TIGHTEN BOLTS TO HOLD INTO POSITION.
3. USE BRACKET AND BOLTS ON ALIGNMENT GUIDE TO INSTALL UPPER DISPLAY SECTION.

DETAIL F
DISPLAY SECTION ALIGNMENT GUIDE
INSTALLATION STEPS



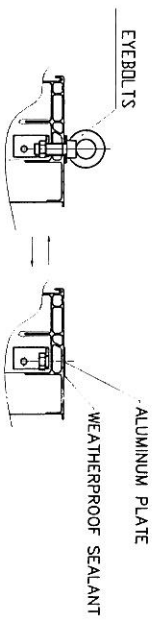
DETAIL Z
DISPLAY SECTION BOLTING
4X DRAWING SCALE



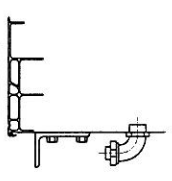
WRONG
WARNING
RIGHT

1. DAMAGE TO FRAME CAN OCCUR IF PROPER RIGGING TECHNIQUES ARE NOT USED. ALWAYS ENSURE THAT THE LIFTING ANGLE IS GREATER THAN 60 DEGREES. NEVER USE A SINGLE LIFTING STRAP BETWEEN TWO OR MORE LIFTING POINTS.
2. TO PREVENT WATER DAMAGE TO ELECTRONICS:
(1) DO NOT DRILL OR TAP INTO TOP OF CABINET.
(2) WHEN EYEBOLTS ARE PROVIDED, SEAL ALL HOLES ON TOP OF CABINET WITH WEATHERPROOF SEALANT.

DETAIL Q
LIFTING EYEBOLTS



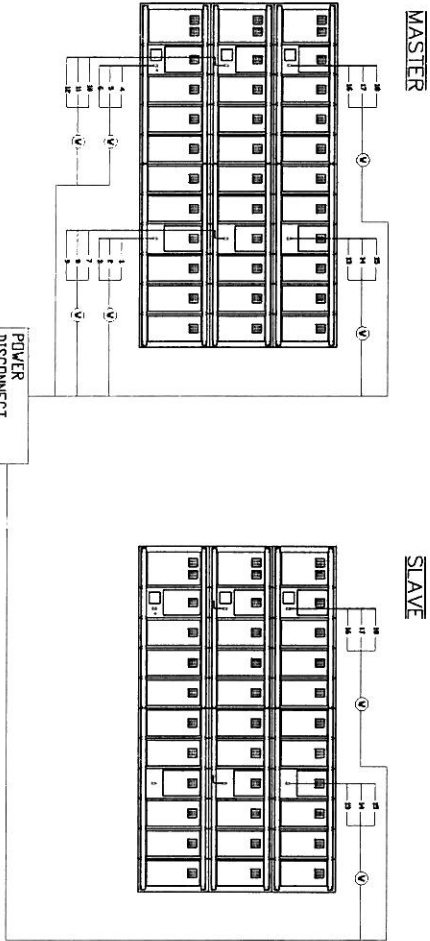
REMOVE ALL EYEBOLTS THEN SEAL ALL HOLES ON TOP OF CABINET WITH ALUMINUM PLATES AND WEATHERPROOF SEALANT.



SIDE VIEW
DETAIL L
1" ANGLE CONDUIT CLIP
8X DRAWING SCALE

REV	DATE	DESCRIPTION	BY	APP
OPTEC DISPLAY, INC.				
COPYRIGHT © 1998 OPTEC DISPLAY, INC. ALL RIGHTS RESERVED. UNAUTHORIZED REPRODUCTION AND DISTRIBUTION PROHIBITED.				
DISPLAY MODEL	2100-5-60GE-2007-380-DF			
DRAWING NUMBER	2100-5-60GE-2007-380-DF-1000			
DATE	1/28/03			
DESIGNED BY	J. J. JONES			
DRAWN BY	J. J. JONES			
DATE	2002-04-13			
PAGE	5	OF	8	REVISION
				10

ELECTRICAL RISER DIAGRAM



CABLE ID	OPTEC P/N
CABLE POWER FEEDER, CUSTOMER PROVIDED	N/A

- NOTES**
1. RACK FEEDERS SHOWN AS REQUIRED BY CUSTOMER. ALL WIRING TO MEET NEC AND LOCAL ELECTRICAL CODES.
 2. ALL DISPLAYS MUST BE GROUNDING PER ARTICLE 250 AND 660 OF THE NATIONAL ELECTRICAL CODE.
 3. ALL WIRING ELECTRICAL INSTALLATION WILL RESULT IN TERMINATION OF WIRING IN CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE.
 4. ALL DISPLAYS OTHERWISE SPECIFIED AT TIME OF ORDER ALL OPTEC DISPLAY PRODUCTS.
 5. ALL DATA & SIGNAL CABLES UNLESS OTHERWISE SPECIFIED SHOULD BE IN CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE.
 6. ALL POWER FEEDER SUPPLY CABLES MUST BE SPECIFIED TO THE DISPLAY MUST BE SPECIFIED AT TIME OF ORDER.

MASTER

CIRCUIT	120 VOLT DOMESTIC	240 VOLT DOMESTIC
1~5	2064W	9.4A
6	1290W	5.9A
7~11	1835W	8.3A
12	1147W	5.2A
13~17	1835W	8.3A
18	1147W	5.2A

INPUT VOLTAGE FOR DISPLAY MUST BE SPECIFIED AT TIME OF ORDER

MAXIMUM POWER CONSUMPTION FOR BOOTING UP 32256W 146.6A
 AVERAGE RUNNING POWER CONSUMPTION 11290W 51.3A

SLAVE

CIRCUIT	120 VOLT DOMESTIC	240 VOLT DOMESTIC
1~5	2064W	9.4A
6	1290W	5.9A
7~11	1835W	8.3A
12	1147W	5.2A
13~17	1835W	8.3A
18	1147W	5.2A

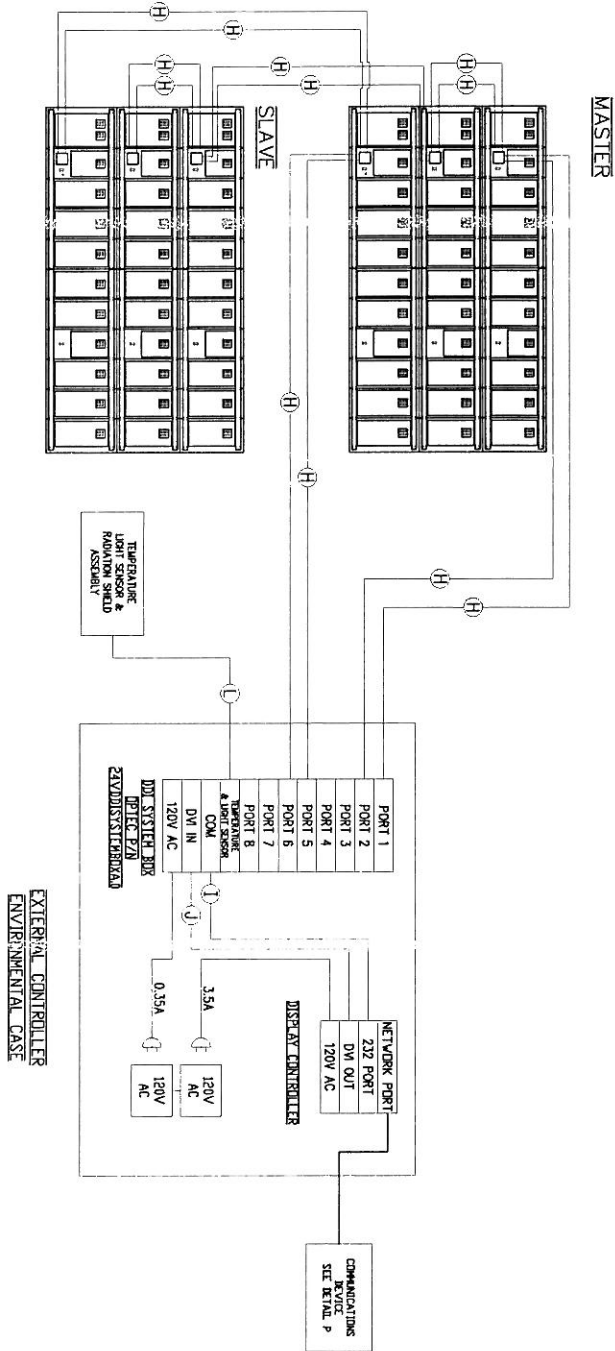
INPUT VOLTAGE FOR DISPLAY MUST BE SPECIFIED AT TIME OF ORDER

MAXIMUM POWER CONSUMPTION FOR BOOTING UP 32256W 146.6A
 AVERAGE RUNNING POWER CONSUMPTION 11290W 51.3A

REV	DATE	DESCRIPTION	BY	APP'D

OPTEC DISPLAYS
 2500 WILSON BLVD
 SUITE 100
 FORT WORTH, TX 76102
 TEL: 817-335-1111
 FAX: 817-335-1112
 WWW.OPTECDISPLAYS.COM

DATA RISER DIAGRAM



- NOTES**
1. POWER FEEDBACK SHOULD BE PROVIDED BY CUSTOMER. ALL WIRING TO MEET NEC AND LOCAL ELECTRICAL CODES.
 2. ALL DISPLAYS MUST BE GROUNDED PER ARTICLE 250 AND 600 OF THE NATIONAL ELECTRICAL CODE.
 3. APPROPRIATE ELECTRICAL INSTALLATION WILL RESULT IN TERMINATION OF WARRANTY COVERAGE.
 4. UNLESS OTHERWISE SPECIFIED AT TIME OF ORDER, ALL OPTEC DISPLAY PRODUCTS ARE DESIGNED FOR 120 VOLT DOMESTIC POWER SOURCES.
 5. ALL DATA SIGNALS FROM DISPLAYS SHOULD BE IN A SEPARATE CONDUIT FROM ELECTRICAL POWER CIRCUITS.
 6. EACH POWER CIRCUIT SUPPLYING THE DISPLAY MUST BE DEDICATED TO THE DISPLAY. AC CONDUIT MEETS SECTION 600.5 (A).

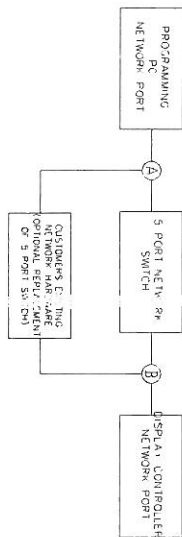
CABLE ID	CABLE ID	OPTEC P/N
H	CABLE, 100 FT. R-J-45, DISPLAY SIGNAL	25H080S1D300000BZ7
I	CABLE, 6 FT., 1 PIN M-F, RS-232	N/A
J	CABLE, 6 FT., 1/4" M-M, VIDEO SIGNAL	90157
K	CABLE, VARIOUS - SEE COMM. OPTIONS, DETAIL	N/A
L	CABLE, 25 FT., INCLUDES RADIATION SHIELD TEMP. SENSOR ASSEMBLY	24TEMPERP/PHOTO317

REV	DATE	DESCRIPTION	BY	APP
1	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
2	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
3	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
4	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
5	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
6	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
7	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
8	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	
9	07-13-00	REVISED DRAWING FOR THE NATIONAL ELECTRICAL CODE	W. J. W.	

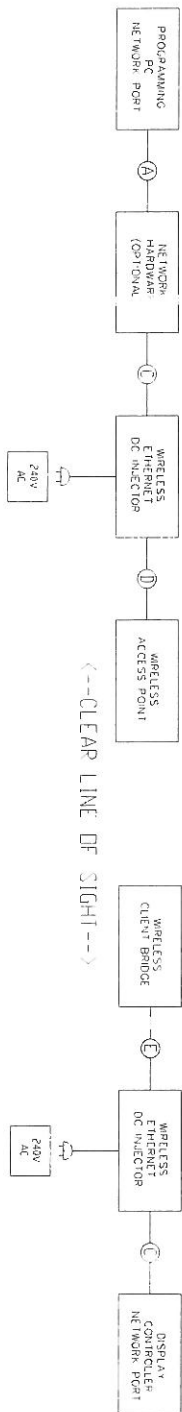
DETAIL P - COMM. OPTIONS

REFER TO OPTION ORDERED FOR DISPLAY

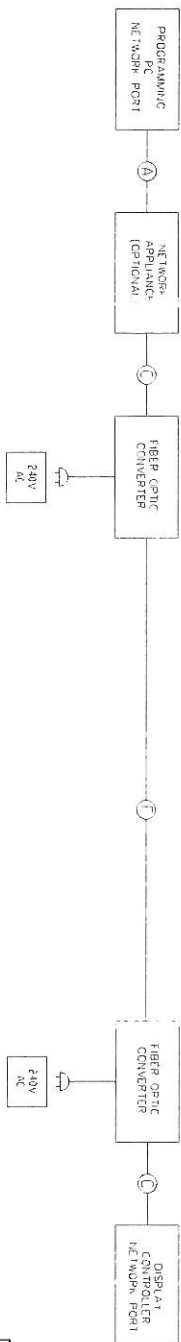
CABLED ETHERNET (LAN/WAN) OPTION



WIRELESS ETHERNET OPTION



FIBER OPTIC CONVERTER OPTION



	CABLE ID	UPTEC P/N
A	CABLE CAT-5 RJ-45 CUSTOMER PROVIDED	N/A
B	CABLE ORDER TO LENGTH CAT-5 RJ-45	N/A
C	CABLE FT. CAT-5 RJ-45	92CAT5PAT17FZ10
D	CABLE 175FT OUTDOOR CAT-5 RJ-45 TO WEATHERPROOF CONNECTOR	92CAT5WP175Z10
E	CABLE 25FT OUTDOOR CAT-5 RJ-45 TO WEATHERPROOF CONNECTOR	92CAT5WP25Z10
F	CABLE ORDER TO LENGTH MULTI-MODE FIBER QS/SV/SW/SST CONNECTOR	N/A

REV	DATE	DESCRIPTION	BY	APP
DRAWING NUMBER: 2009-08-13 REVISION: 1 DATE: 2009-08-13 PAGE: 9 of 9				
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DRAWN BY: GGF CHECKED BY: GGF DATE: 2009-08-13 REV: 1				
TITLE: DISPLAY CONTROLLER NETWORK PORT				
UNIT: 135 / 1 E-532 INCHES: 1/2 FEET: 10				



May 21, 2009

Gilbert Arispe, Building / Code Supervisor
City of Freeport
200 W. 2nd Street
Freeport, TX 77541

RE: GENERAL LAND OFFICE CONTRACT NO. 09-222-000-3736

Dear Mr. Arispe:

Enclosed are (1) one full GLO Contract for the removal of derelict vessels, as referenced above; and (2) the execution page from the GLO's original. Please have them properly executed where indicated by an official authorized to bind the City, and return the loose execution page directly to my attention for Land Office files (envelope provided).

As these have already been executed on behalf of the Land Office, they will become effective as of the date the City signs them.

If you have any questions, please do not hesitate to contact me at (512) 475-2225, or via electronic mail at judy.coover@glo.state.tx.us.

Sincerely,

Judy Coover – Sr. Contract Specialist
Legal Services Division

JC/jc
enclosures

Judy Coover – Senior Contract Specialist
Texas General Land Office
Legal Services Division – Mail Code 158
PO BOX 12873
Austin, TX 78711-2873

or

1700 N. Congress Ave. – Mail Code 158
Austin, TX 78701

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us



REMOVAL SERVICES CONTRACT GLO Contract No. 09-222-000-3736

THE GENERAL LAND OFFICE (GLO) and the CITY OF FREEPORT, TEXAS, Tax Identification Number 17460008893 (Provider), enter into the following contract for derelict vessel removal services (Contract) pursuant to the State Purchasing and General Services Act, TEX. GOV'T CODE ANN., Subtitle D, Chapter 2155, *et. seq.*

I. PROJECT DESCRIPTION

1.01 PROJECT

Provider shall oversee the removal of seven (7) abandoned and derelict vessels, or parts thereof, and all respective components and attendant debris, from the waters of the old Brazos River, in Freeport, Brazoria County, Texas (Project). The removal order, including a list of vessels to be removed, is attached hereto and incorporated herein in its entirety for all purposes as Attachment A. The Project shall be conducted in strict conformance with the Scope of Work, attached hereto and incorporated herein for all purposes as Attachment B.

II. TERM

2.01 DURATION

This Contract shall be effective as of the date executed by the last party, and shall remain in full force and effect until July 31, 2009, or until the completion the Project, whichever is earlier, including any approved time extensions. The GLO, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a lump sum basis, not to exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)**. The GLO agrees to pay Provider in accordance with Chapter 2251, Subtitle F of Title 10 of the Texas Government Code, "The Prompt Pay Act." Requests for payment must be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred, and which prominently displays "GLO Contract No. 09-222-000-3736." Failure to include this information may significantly delay payment under the Contract.

3.02 RETAINAGE

To ensure full performance by Provider, final payment in an amount equal to ten percent (10%) of the Contract total may be withheld until receipt and approval of all services and/or other deliverables required herein.

IV. PROVIDER'S WARRANTY AND GENERAL AFFIRMATIONS

4.01 PERFORMANCE WARRANTY

Provider warrants that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all work product ("Deliverables") under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments; and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to provide Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract requirements.

4.02. GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations attached hereto as Attachment C have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of TEX. CONST. Art. III, § 49. In compliance with TEX. CONST. Art. VIII, § 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

- (a) The GLO shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by, the GLO. Prior to distributing any Work Product to any third party, the GLO shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to Provider.

VII. RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under Generally Accepted Accounting Principles ("GAAP") full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

Provider agrees that all relevant records related to this Contract or any work product produced, including the practices of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the GLO, its contracted examiners, or the Texas Attorney General's Office. With regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any of their authorized representatives shall also have this right of inspection. All subcontracts shall reflect the requirements of this section.

Provider understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the contract for any purpose.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of four (4) years. If any federal funds are used in the Contract, the records must be maintained for a minimum of five (5) years. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any ADMINISTRATIVE PROCEEDING OR LITIGATION THAT MAY ENSUE.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or

received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning work under this contract without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

Pursuant to Chapter 552 of the Texas Government Code, the "Texas Public Information Act," records received from Provider may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Act. Provider may clearly label any individual records as a "trade secret," provided that Provider thereby agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Provider of the request in accordance with the Act.

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider represents, for the duration of this Contract, that it is a self-insured entity.

8.02 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.03 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE STATE OF TEXAS AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS CONTRACT;
- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE GLO.

8.04 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider must obtain written approval from the GLO prior to engaging any subcontractor who will perform fifteen percent (15%) or more of the work under this Contract. The request for approval must include the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.05 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

- (a) In accordance with State law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. In addition to information required by this Contract, the contracting party will provide the Purchasing Department of the GLO with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.
- (b) The GLO encourages the parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. For more information on the program, and how it can assist your firm in meeting good faith effort goals please visit:

8.06 Relationship of the Parties

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Room 910
Austin, TX 78701
Attention: Legal Services Division

Provider

The City of Freeport
200 West 2nd Street
Freeport, TX 77541
Attention: Gilbert Arispe, Building/Code Supervisor

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.09 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.10 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.11 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

8.14 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

8.15 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 09-222-000-3736

GENERAL LAND OFFICE

CITY OF FREEPORT

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____


S.A. _____
Div. _____
AGC _____
GC _____


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SIGNATURE PAGE FOR GLO CONTRACT NO. 09-222-000-3736

GENERAL LAND OFFICE

CITY OF FREEPORT



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: 5/22/09

Date of execution: _____

S.A. my
Div. 12
AGC 12
GC 12

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ATTACHMENT A

GLO CONTRACT NO. 09-222-000-3736

GLO VESSEL REMOVAL ORDER

ABANDONED VESSELS, ABANDONED VESSELS IN THE OLD BRAZOS RIVER

Texas General Land Office, Complainant	§	Before the Commissioner of the
v.	§	Texas General Land Office
Unidentified Owners of	§	
<i>Unidentified Vessels,</i>	§	
Respondents	§	State of Texas

ORDER

On this day came for consideration the above-styled case. The Commissioner makes the following Findings of Fact and Conclusions of Law in support of this Order.

Findings of Fact

1. The Texas General Land Office (TGLO) conducted an investigation and TGLO employees have inspected the following vessels:

F/V Stephanie Lynn (USCG Doc. No. 614058)

F/V Miss Carolee (USCG Doc. No. 587063)

Unidentified Fiberglass Recreational Fishing Vessel (USCG Doc. No. Unknown)

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-01

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-02

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-03

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-04

2. The owner or operator of the aforementioned vessels cannot be determined.
3. The Notices of Violation and Preliminary Reports were posted on the vessels on April 2, 2009, and the same were subsequently published on April 9 and 10, 2009, in *The Facts*.
4. After posting the Notices of Violation on the vessels, and the publication of the Notices of Violation, the owners of these vessels were not identified.

5. The Notices of Violation informed the Respondents of the right to a hearing to challenge the findings in this matter as set forth in the Notices of Violation and Preliminary Reports, but Respondents have not requested a hearing.
6. Respondents have not removed these vessels from the Old Brazos River, in the City of Freeport, in Brazoria County, Texas.
7. The Commissioner hereby adopts the TGLO's findings set forth in the Preliminary Reports and Notices of Violation.

Conclusions of Law


1. Texas Natural Resources Code §40.108 authorizes the TGLO to remove and dispose of, or contract for the removal and disposal of, a vessel that has been left in or on Texas coastal waters, on public or private lands, or at a public or private port or dock in a wrecked, derelict, or substantially dismantled condition.
2. Respondents have waived the right to an administrative hearing by failing to submit a written request for a hearing within 20 (twenty) days of receipt of the Notices of Violation and Preliminary Reports.
3. Based on the TGLO's findings set forth in the Preliminary Reports and Notices of Violation, the unidentified vessels were determined to be in or on Texas coastal waters in a wrecked, derelict, or substantially dismantled condition in violation of Texas Natural Resources Code §40.108.
4. Removal and disposal of the *Unidentified Vessels* by the TGLO is warranted based the findings set forth in the Preliminary Reports and Notices of Violation.

It is accordingly **ORDERED** that this case be closed after these vessels are removed from Old Brazos River, in the City of Freeport, in Brazoria County, Texas, and disposed of in accordance with Texas Natural Resources Code §40.108.

SIGNED this 22 day of May, 2009, in Austin, Texas.

JERRY E. PATTERSON
COMMISSIONER, TEXAS GENERAL LAND OFFICE

By: _____


Larry L. Laine, Chief Clerk/
Deputy Land Commissioner


of SA [signature] AGC [signature] GC [signature]

ATTACHMENT B

GLO CONTRACT NO. 09-222-000-3736

SCOPE OF WORK

SCOPE OF WORK
Derelict Vessel Removal and Disposal
Old Brazos River-Freeport, Brazoria County, Texas

The City of Freeport (Provider) has identified seven (7) vessels, or parts of vessels, listed and described below, that have been determined to be in a wrecked, derelict, or substantially dismantled condition in the old Brazos River within the city limits of Freeport, Texas, without the permission of the Texas Land Commissioner.

VESSELS:

F/V Stephanie Lynn (USCG Doc. No. 614058)

F/V Miss Carolee (USCG Doc. No. 587063)

Unidentified Fiberglass Recreational Fishing Vessel (USCG Doc. No. Unknown)

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-01

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-02

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-03

Unidentified Commercial Fishing Vessel –(USCG Doc. No Unknown) GLO Labeled as F-04

Provider shall be responsible for oversight of the removal and legal disposal of the sunken vessels and all components and attendant debris, from the water surrounding their current locations. During the removal process, all loose debris in and around the vessels shall be contained and not allowed to drift free of the Project site. The submerged land in the Project area shall be inspected and any debris found shall be removed. Precautions shall be taken to avoid the release of any hazardous waste, hazardous materials, or other pollution, into the waters of the old Brazos River.

Notification and coordination with the Project Manager and GLO/OSPR Region 2 Office is required before commencement of any removal operations.

The General Land Office-Oil Spill Prevention and Response Division may monitor the removal, may have some response equipment on-site during the removal and, if present, will be prepared to respond to any discharge of oil that may result from the removal. The selected removal and disposal contractor shall have a spill response plan in place, and equipment shall be maintained on-site to respond to any unauthorized discharge of oil or pollution.

All debris, refuse, and other collected materials shall be disposed of properly. Written certification is required at the Project's conclusion that all activities of the Project, including removal and disposal and the vessels and associated debris, were conducted in accordance with all applicable Federal, State, and local laws, rules, regulations, statutes, and ordinances. Questions should be directed to William D. "Bill" Grimes, Abandoned Vessel Removal Program Manager, at (512) 475-1464.

ATTACHMENT C

GLO CONTRACT NO. 09-222-000-3736

GENERAL AFFIRMATIONS

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.
3. Pursuant to Title 5, Section 231.006(d) of the Texas Family Code, if applicable, the Provider certifies that the individual or business entity named in this Contract is current on his or her child support payments and is, therefore, is eligible to receive payments from state funds under a contract for property, materials, or services. Further, Provider acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security numbers of each person with at least 25% ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Provider certifies that the individual or business entity named in this contract i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
5. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
6. Provider certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Provider: _____
Date of Employment with Provider: _____

7. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
8. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.
9. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the Twelve (12) month period immediately following the employee's last date of employment at the GLO.
10. The Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Provider shall include the above provisions in all subcontracts pertaining to the work.
11. Provider understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the agency's Internal Audit Director at 512.463.5338 or helen.young@glo.state.tx.us

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

May 28, 2009

To City Council Members:

On behalf of the Planning Commission for the City of Freeport, the Planning Commission has made a recommendation on April 7, 2009 to have a 3-Way Stop sign placed on Yellowstone and Avenue O.

On May 26, 2009, the Planning Commission made a recommendation to have a 4-Way Stop sign placed on Skinner and Avenue O.

Sincerely,

Melissa Farmer
Building Secretary
City of Freeport

NON-EMERGENCY NOTICE OF ADDENDUM


This notice is posted pursuant to the Texas Open Meetings Act
(Chapter 551, Government Code)

The Planning Commission of the City of Freeport, Texas, will hold a regular scheduled meeting at 6:00 p.m. on Tuesday, May 26, 2009, at the Freeport Police Department Municipal Courtroom, 430 Brazosport Boulevard, Freeport, Texas. The following is a non-emergency addendum to the agenda for such meeting.

7. Discuss / consider a replat of Lots 2 and 3, by relocating the lot line between lots 2 and 3, Kingfish Lane, Frederick J. Calvit League, Abstract 51, Bridge Harbor Subdivision, Freeport, Texas.

8. Adjourn

I certify that the above addendum was posted and displayed on the window at the Freeport City Hall, 200 West 2nd Street, Freeport, Texas, on or before Friday, May 22, 2009 at 5:00 p.m.

/s/ Melissa Farmer 
Buildig/Permit Department
City of Freeport

INVITATION TO BIDDERS

The City of Freeport, Brazoria County, Texas is requesting Proposals from qualified contractors for furnishing all necessary machinery, tools, equipment, labor, and supervision for the “Proposed Sanitary Sewer Improvements for McNeil Street, Maple Street, Oak Street, Ash Street, and Mulberry Street”, Freeport, Texas 77541. All major materials such as manholes and piping will be furnished by the City of Freeport.

Sealed proposals, in duplicate, addressed to:

**Mr. Jeff Pynes, Acting City Manager
City of Freeport
200 West Second Street - Second Floor
Freeport, Texas 77541**

will be received until 2:00 p.m. C.S.T., Monday, June 1, 2009 at Freeport City Hall , to the City Secretary’s desk, 200 West Second Street – Second Floor, Brazoria County, Texas at which time the Project Total of all proposals will be publicly opened, read aloud, and tabulated.

No bid may be withdrawn or terminated for a period of thirty (30) days subsequent to the bid opening date.

The general scope of the project includes removing and replacing approximately 10,200 feet of sanitary sewer lines and manholes ranging in depth from 5 feet to 16 feet. All sanitary sewer lines are located within the pavement limits of the streets listed.

A pre-bid meeting will be held at 2:00 P.M. C.S.T. on Thursday, May 21, 2009, at the Freeport City Hall Second Floor Conference Room, 200 West Second Street, Freeport, Texas.

Each proposal shall be accompanied by a Certified or Cashier’s check drawn on a bank acceptable to the OWNER or a bidder’s Bond from a surety company duly authorized in the State of Texas, according to the latest list of companies holding certificates of authority from the State Board of Insurance, in an amount not less than five percent (5 %) of the total base bid, as a guaranty that the successful bidder will enter into a contract and execute bonds and guaranty on the forms provided within ten (10) days after the Notice of Award of Contract has been issued.

The successful bidder must furnish Performance and Payment Bonds on the forms provided within the proposal in the amount of one-hundred percent (100 %) of the total contract price, from a surety company duly authorized in the State of Texas, according to the latest list of companies holding certificates of authority from the State Board of Insurance to act as surety.

Copies of Contract Documents, Technical Specifications, and Plans are on file at the office of Damian & Associates, Engineering, Surveying, and Mapping, 1512 North Avenue J, Freeport, Texas 77541 and at the office of Mr. Nat Hickey, City of Freeport, 200 West Second Street, Second Floor, Freeport, Texas 77541. All documents may be examined without charge at the above-mentioned office locations or copies may be obtained upon a non-refundable check deposit in the amount of Seventy-Five Dollars (\$75.00) per set.

The City of Freeport reserves the right to reject any and all bids, to waive any and all informalities in bidding, and in the case of ambiguity in the stating of bid prices, the City of Freeport reserves the right to accept any bid considered advantageous to the construction of the project.

Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Department of Housing and Urban Development and contained in the bid and contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin.

Attention is called to General Contract Condition provisions relating to "Restrictions on Public Buildings and Public Works Projects". Also, the Bidder certifies by the submission of its bid that it:

1. is not a Contractor of a foreign country included on the U. S. Trade Representative (USTR) list.
2. has not and will not enter into any subcontract with a subcontract of a foreign country included on the USTR list.
3. will not provide any product of a foreign country included on the USTR list.

This is a "Public Works" project and provisions of the "Prevailing Wage Law on Public Works in Texas" do apply. Prevailing Wages for Brazoria County, Texas are a part of this contract. This project includes funds allocated from the Community Block Grant Program of Brazoria County for the sanitary sewer portion of the project. For this portion of the project certified payroll records will be required as well as all required documents under the Community Block Grant Program of Brazoria County.

City of Freeport

Mr. Jeff Pynes
Acting City Manager

Council

MEMORANDUM

To: Mayor and City Council

From: Bob Welch

Re: Financials -Quarter Ending 03/31/09

Date: May 4, 2009

Attached you will find the financial review for the Quarter Ending March 31, 2009.

I have attached:

- Summary Statements of Operations
- Statement of Operations by Fund
- Significant Revenues Breakdown
- Cash Statement as of 03/31/09
- A Capital Purchases List
- Debt Service Schedule

If you have any questions, please let me know!



STATEMENT OF OPERATIONS
MONTH ENDING: 03/31/2009

BASELINE
50.0%

CONSOLIDATED FUNDS	YEAR-TO-DATE ACTUAL			CHG	%	BUDGET 2008 - 2009		%BUDGET 2007-2008
	2007-2008	2008-2009				CURRENT	ORIGINAL	
REVENUES:								
Taxes	4,810,449	5,018,394	207,945	4.3%	8,663,081	57.9%	8,663,081	57.9%
Permits & Fees	36,284	95,599	59,315	163.5%	49,900	191.6%	49,900	191.6%
Garbage Revenue	373,794	370,723	(3,071)	-0.8%	890,000	41.7%	890,000	41.7%
Revenue Producing	50,925	54,358	3,433	6.7%	101,850	53.4%	101,850	53.4%
Fines & Fees	238,756	205,425	(33,331)	-14.0%	492,855	41.7%	492,855	41.7%
Miscellaneous	417,095	696,334	279,239	66.9%	1,545,000	45.1%	1,099,055	63.4%
Golf Course	136,070	196,411	60,341	44.3%	355,788	55.2%	359,788	54.6%
Ambulance	294,244	252,897	(41,347)	-14.1%	470,000	53.8%	470,000	53.8%
Water & Sewer	1,725,132	1,908,759	183,627	10.6%	3,770,542	50.6%	3,536,000	54.0%
NET REVENUES:	8,082,749	8,798,900	716,151	8.9%	16,339,016	53.9%	15,662,529	56.2%
Bond Proceeds	3,350,000	0	(3,350,000)	-100.0%	-	0.0%	-	0.0%
TOTAL REVENUES:	11,432,749	8,798,900	(2,633,849)	-23.0%	16,339,016	53.9%	15,662,529	56.2%
EXPENDITURES:								
Salaries / Labor	1,918,503	2,159,996	241,493	12.6%	4,807,624	44.9%	4,807,624	44.9%
Benefits	671,721	797,701	125,980	18.8%	1,601,042	49.8%	1,601,042	49.8%
Supplies	236,586	195,042	(41,544)	-17.6%	688,043	28.3%	688,043	28.3%
Services	2,423,033	2,546,518	123,485	5.1%	5,692,259	44.7%	5,692,259	44.7%
Maintenance	168,350	264,638	96,288	57.2%	626,053	42.3%	626,053	42.3%
Sundry	220,463	683,191	462,728	209.9%	1,000,631	68.3%	319,262	214.0%
Bonds/Leases/Depr	334,603	489,616	155,013	46.3%	827,652	59.2%	827,652	59.2%
Capital Outlay	678,747	761,056	82,309	12.1%	3,902,173	19.5%	3,898,573	19.5%
TOTAL EXPENSES:	6,652,006	7,897,758	1,245,752	18.7%	19,145,477	41.3%	18,460,508	42.8%
NET OPERATING	4,780,743	901,142	(3,879,601)	-81.2%	(2,806,461)	xxx	(2,797,979)	xxx
TOTAL TRANSFERS:	-	-	-	0.0%	-	0.0%	-	0.0%
NET	4,780,743	901,142	(3,879,601)	-81.2%	(2,806,461)	xxx	(2,797,979)	xxx



FOR THE YEAR ENDING:

03/31/2009

	YEAR-TO-DATE ACTUAL				BUDGET 2008-2009				%BUDGET 2007-2008
	2007-2008	2008-2009	CHG	%	CURRENT	ORIGINAL			
TOTAL CONSOLIDATION:									
REVENUES	11,432,749	8,798,900	-2,633,849	-23.0%	16,339,016	53.9%	15,662,529	56.2%	65.2%
EXPENSES	6,652,006	7,897,759	1,245,752	18.7%	19,145,477	41.3%	18,460,508	42.8%	37.0%
NET: OPERATING	4,780,743	901,142	-3,879,601	-81.2%	-2,806,461	-32.1%	-2,797,979	-32.2%	-1072.7%
INTERFUND TRANSFERS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
BOND PROCEEDS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET	4,780,743	901,142	-3,879,601	-81.2%	-2,806,461	-32.1%	-2,797,979	-32.2%	-19671.4%
GOVERNMENTAL FUNDS:									
REVENUES	9,268,427	6,691,781	-2,576,646	-27.8%	11,801,078	56.7%	11,124,591	60.2%	71.1%
EXPENSES	4,431,998	5,589,809	1,157,811	26.1%	13,763,990	40.6%	13,072,428	42.8%	34.0%
NET: OPERATING	4,836,428	1,101,972	-3,734,457	-77.2%	-1,962,912	-56.1%	-1,947,837	-56.6%	-22038.9%
INTERFUND TRANSFERS	100,000	537,205	437,205	437.2%	702,265	76.5%	702,265	76.5%	403.8%
BOND PROCEEDS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET	4,736,428	564,767	-4,171,662	-88.1%	-2,665,177	-21.2%	-2,650,102	-21.3%	-10140.3%
ENTERPRISE FUNDS:									
REVENUES	2,164,322	2,107,120	-57,203	-2.6%	4,537,938	46.4%	4,537,938	46.4%	48.2%
EXPENSES	2,220,008	2,307,949	87,942	4.0%	5,381,487	42.9%	5,388,080	42.8%	45.2%
NET: OPERATING	-55,686	-200,830	-145,144	260.6%	-843,549	23.8%	-850,142	23.6%	13.1%
INTERFUND TRANSFERS	-100,000	-537,205	-437,205	437.2%	-702,265	76.5%	-702,265	76.5%	22.4%
NET	44,314	336,375	292,061	659.1%	-141,284	-238.1%	-147,877	-227.5%	197.8%

GENERAL FUND #10									
REVENUES	5,641,142	6,175,867	534,726	9.5%	11,120,593	55.5%	10,444,106	59.1%	60.5%
EXPENSES	3,698,011	4,440,414	742,404	20.1%	10,215,301	43.5%	9,523,739	46.6%	42.3%
NET: OPERATING	1,943,131	1,735,453	-207,678	-10.7%	905,292	191.7%	920,367	188.6%	335.1%
INTERFUND TRANSFERS	-900,000	-462,795	437,205	-48.6%	-297,735	155.4%	-297,735	155.4%	92.3%
NET	2,843,131	2,198,248	-644,883	-22.7%	1,203,027	182.7%	1,218,102	180.5%	182.8%
STREET & DRG #14									
REVENUES	50,459	4,900	-45,559	-90.3%	30,000	16.3%	30,000	16.3%	50.5%
EXPENSES	399,610	1,883	-397,727	-99.5%	152,300	1.2%	152,300	1.2%	56.8%
NET: OPERATING	-349,151	3,017	352,168	-100.9%	-122,300	-2.5%	-122,300	-2.5%	57.8%
INTERFUND TRANSFERS	1,000,000	1,000,000	0	0.0%	1,000,000	100.0%	1,000,000	100.0%	100.0%
NET	-1,349,151	-996,983	352,168	-26.1%	-1,122,300	88.8%	-1,122,300	88.8%	84.1%
HOTEL MOTEL #18									
REVENUES	3,272	3,790	519	15.9%	18,750	20.2%	18,750	20.2%	18.2%
EXPENSES	10,314	10,443	130	1.3%	18,750	55.7%	18,750	55.7%	57.3%
NET: OPERATING	-7,042	-6,653	389	-5.5%	0	0.0%	0	0.0%	0.0%
INTERFUND TRANSFERS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET	-7,042	-6,653	389	-5.5%	0	0.0%	0	0.0%	0.0%
CONSTR EQUIP #62									
REVENUES	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
EXPENSES	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET: OPERATING	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
INTERFUND TRANSFERS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
BOND PROCEEDS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
COO2008 CONST #63									
REVENUES	3,350,000	20,859	-3,329,141	-99.4%	40,000	52.1%	40,000	52.1%	0.0%
EXPENSES	100,185	680,626	580,441	579.4%	2,797,979	24.3%	2,797,979	24.3%	0.0%
NET: OPERATING	3,249,815	-659,767	-3,909,582	-120.3%	-2,757,979	23.9%	-2,757,979	23.9%	0.0%
INTERFUND TRANSFERS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
BOND PROCEEDS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET	3,249,815	-659,767	-3,909,582	-120.3%	-2,757,979	23.9%	-2,757,979	23.9%	0.0%
CONSTR EQUIP DEBT SVC #64									
REVENUES	223,555	235,748	12,193	5.5%	290,604	81.1%	290,604	81.1%	38.2%
EXPENSES	223,879	227,959	4,080	1.8%	282,104	80.8%	282,104	80.8%	38.4%
NET: OPERATING	-325	7,789	8,113	-2498.1%	8,500	91.6%	8,500	91.6%	-14.5%
INTERFUND TRANSFERS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET	-325	7,789	8,113	-2498.1%	8,500	91.6%	8,500	91.6%	-14.5%
COO 2008 DEBT SVC #65									
REVENUES	0	250,616	250,616	0.0%	301,131	83.2%	301,131	83.2%	0.0%
EXPENSES	0	228,483	228,483	0.0%	297,556	76.8%	297,556	76.8%	0.0%
NET: OPERATING	0	22,133	22,133	0.0%	3,575	619.1%	3,575	619.1%	0.0%
INTERFUND TRANSFERS	0	0	0	0.0%	0	0.0%	0	0.0%	0.0%
NET	0	22,133	22,133	0.0%	3,575	619.1%	3,575	619.1%	0.0%

GOLF COURSE #15									
REVENUES	137,990	200,046	62,056	45.0%	359,688	55.6%	359,688	55.6%	38.5%
EXPENSES	253,108	265,946	12,837	5.1%	664,387	40.0%	672,887	39.5%	38.5%
NET: OPERATING	-115,118	-65,900	49,219	-42.8%	-304,699	21.6%	-313,199	21.0%	38.5%
INTERFUND TRANSFERS	-100,000	-150,000	-50,000	50.0%	-315,060	47.6%	-315,060	47.6%	31.8%
NET	-15,118	-84,100	99,219	-656.3%	10,361	811.7%	1,861	4519.1%	-96.3%



FOR THE YEAR ENDING:

03/31/2009

	YEAR-TO-DATE ACTUAL				BUDGET 2008-2009				%BUDGET 2007-2008
	2007-2008	2008-2009	CHG	%	CURRENT		ORIGINAL		
ENTERPRISE									
AMBULANCE #20									
REVENUES	304,512	253,139	-51,373	-16.9%	473,100	53.5%	473,100	53.5%	66.8%
EXPENSES	194,463	288,023	93,560	48.1%	614,520	46.9%	612,613	47.0%	43.1%
NET: OPERATING	110,049	-34,885	-144,933	-131.7%	-141,420	24.7%	-139,513	25.0%	2242.2%
INTERFUND TRANSFERS	0	-139,513	-139,513	0.0%	-139,513	100.0%	-139,513	100.0%	0.0%
NET	110,049	104,628	-5,420	-4.9%	-1,907	-5486.5%	0	0.0%	193.0%
WATER & SEWER #56									
REVENUES	1,721,821	1,653,935	-67,885	-3.9%	3,705,150	44.6%	3,705,150	44.6%	46.8%
EXPENSES	1,772,436	1,753,981	-18,456	-1.0%	4,102,580	42.8%	4,102,580	42.8%	46.5%
NET: OPERATING	-50,616	-100,045	-49,429	97.7%	-397,430	25.2%	-397,430	25.2%	39.0%
INTERFUND TRANSFERS	0	-247,692	-247,692	0.0%	-247,692	100.0%	-247,692	100.0%	0.0%
NET	-50,616	147,647	198,263	-391.7%	-149,738	-98.6%	-149,738	-98.6%	100.6%



STATEMENT OF OPERATIONS
MONTH ENDING: 03/31/2009

BASELINE
50.0%

CONSOLIDATED FUNDS	YEAR-TO-DATE ACTUAL			BUDGET 2008-2009		% BUDGET 2007-2008			
	2007-2008	2008-2009	GHG	%	CURRENT		ORIGINAL		
SIGNIFICANT REVENUES BREAKDOWN:									
Property Taxes	2,021,062	2,083,869	62,807	3.1%	2,393,863	87.1%	2,393,863	87.1%	86.6%
Sales Taxes (General Fund)	517,503	498,514	(18,989)	-3.7%	1,350,000	36.9%	1,350,000	36.9%	44.9%
Franchise Taxes	323,441	328,508	5,067	1.6%	614,800	53.4%	614,800	53.4%	52.2%
Industrial District	1,943,571	2,101,414	157,843	8.1%	4,278,418	49.1%	4,278,418	49.1%	50.0%
Municipal Court	238,756	205,425	(33,331)	-14.0%	492,855	41.7%	492,855	41.7%	47.3%
Water	904,292	885,666	(18,626)	-2.1%	1,867,000	47.4%	1,867,000	47.4%	46.4%
Sewer	590,243	594,511	4,268	0.7%	1,500,000	39.6%	1,500,000	39.6%	47.2%
Bond Proceeds	3,350,000	0	(3,350,000)	-100.0%	0	0.0%	0	0.0%	111.7%
	9,888,868	6,697,907	(3,190,961)	-32.3%	12,496,936	53.6%	12,496,936	53.6%	67.3%

% of Total Revenue 86.5% 76.1% 76.5% 79.8%



CASH BALANCES / FLOW

AS OF:

3/31/09

GOVERNMENTAL & ENTERPRISE FUNDS	Texpool	Texas Gulf	Petty Cash	3/31/09 TOTAL	Reserved	Unresrv	3/31/09 TOTAL	02/28/09	09/30/08
10 General Fund	3,595,091	929,548	1,594	4,526,232	68,272	4,457,960	4,526,232	5,964,230	2,962,493
14 Street & Drainage Fund	756,569	-22,188	0	734,381	0	734,381	734,381	735,023	1,782,592
15 Golf Course	73,349	965	0	74,314	0	74,314	74,314	-70,067	58,164
18 Hotel/Motel Tax Fund	0	55,199	0	55,199	55,199	0	55,199	55,374	54,427
20 Ambulance Fund	0	218,531	0	218,531	0	218,531	218,531	37,852	138,405
56 Water & Sewer Fund	0	335,413	180	335,593	22,481	313,112	335,593	144,222	-42,881
63 COO 2008, Construction	2,720,561	-180,626	0	2,539,935	2,539,935	0	2,539,935	2,937,952	3,199,702
64 Capital Debt Service Fund	0	14,728	0	14,728	14,728	0	14,728	14,724	14,660
65 COO 2008, Debt Svc	0	260,816	0	260,816	260,816	0	260,816	243,967	243,478
87 Payroll Clearing Fund	0	19,971	0	19,971	0	19,971	19,971	19,967	19,909
TOTAL GOVERNMENTAL CASH	7,145,569	1,632,357	1,774	8,779,700	2,961,431	5,818,269	8,779,700	10,083,244	8,430,950

Change Cash

-1,303,543

348,750

+ Change Net Income

-1,379,677

901,142

- Change Non-Cash Assets

-401,064

-278,557

+ Change Liabilities

-324,931

-830,949

Cash Flow:


-1,303,543

348,750



AS OF:

03/31/09

DESCRIPTION	ISSUE	ORIGINAL	BALANCE	RATE	PAYOFF
COO, REFUNDING BONDS, SERIES 2003 Economic Development Corporation Phase I Entryway 	10/24/03	\$2,185,000	\$1,621,000	4.84%	10/24/18
PAYMENTS:					
	DUE	AMOUNT			
	10/24/08	166,229		Principal & Interest.	
	04/24/09	39,228		Interest Only.	
W&S, REVENUE REFUNDING BONDS, SERIES 2004 Sewer Plant, refunding Series 1995	08/20/04	\$1,943,000	\$1,272,000	4.85%	10/01/14
PAYMENTS:					
	DUE	AMOUNT			
	10/01/08	212,138		Principal & Interest.	
	04/01/09	30,846		Interest Only.	
COO, SERIES 2003 Capital Construction/Equipment Purchases	10/24/03	\$3,000,000	\$2,225,000	4.84%	10/24/18
PAYMENTS:					
	DUE	AMOUNT			
	10/24/08	227,959		Principal & Interest.	
	04/24/09	53,845		Interest Only.	
COO, SERIES 2008 Street Replacement; Velasco Blvd	03/03/08	\$3,350,000	\$3,350,000	3.79%	04/01/23
	DUE	AMOUNT			
	10/01/08	63,483		Interest Only.	
	04/01/09	228,483		Principal & Interest.	

BALANCE DUE: \$8,468,000

CITY OF FREEPORT
 FINANCIALS NON-EDC
 DETAIL LISTING PER G/L
 CONSOLIDATED FUNDS
 03/31/2009

ALL REVENUES	LAST YEAR	CURRENT	CURRENT BUDGET
000 301-100 AMBULANCE REVENUE	250,143	209,802	381,000
000 302-100 WATER BILL DONATIONS	44,091	44,287	89,000
000 302-700 BAD DEBT - WATER BILL DONA(	10	-1,192	0
TOTAL AMBULANCE REVENUE	294,244	252,897	470,000
000 310-110 TAX - PR - CURRENT YEAR	1,965,197	2,006,073	2,272,363
000 310-120 TAX - PR - PRIOR YEARS	34,055	52,948	70,000
000 311-110 TAX - PR - P & I CURRENT YE	9,042	8,785	27,000
000 311-120 TAX - PR - P & I PRIOR YEAR	12,768	16,063	24,500
000 312-010 TAX - BRAZOSPORT INDUST DIS	1,333,475	1,472,448	3,054,870
000 312-020 TAX - FREEPORT INDUST DIST	610,096	628,966	1,223,548
000 318-300 TAX - SALES TAX	517,503	498,514	1,350,000
000 318-410 TAX - FRANCHISE - UTILITIES	271,147	280,322	512,800
000 318-430 TAX - FRANCHISE - TELECOM	49,454	45,213	94,000
000 318-450 TAX - FRANCHISE - GARBAGE	2,840	2,973	8,000
000 318-500 HOTEL-MOTEL OCCUPANCY TAX	2,321	3,639	17,750
000 318-600 TAX - BINGO	0	0	0
000 318-700 TAX - MIXED BEVERAGE	2,551	2,450	8,250
TOTAL TAX REVENUE	4,810,449	5,018,394	8,663,081
000 320-100 PERMIT - ALCOHOLIC BEVERAGE	3,383	3,490	3,300
000 320-200 PERMIT - HEALTH	1,920	1,750	1,500
000 320-700 PERMIT - AMUSEMENT	0	0	0
000 320-800 PERMIT - CHAUFFERS	0	40	450
000 320-801 PERMIT - TAXI CABS	0	0	0
000 320-802 PERMIT - PEDDLERS	200	200	250
000 320-803 PERMIT - SOLICITORS	0	0	0
000 320-804 PERMIT - DANCE HALL	500	300	400
000 320-805 ELECTRICIAN LICENSES	0	0	0

000 320-806	PERMIT - TRAILER PARKS	255	1,625	1,000
000 320-807	PERMIT - MISCELLANEOUS	4,386	898	3,000
000 320-808	PERMIT - COIN OP MACHINE	945	0	0
000 321-100	PERMIT - MECHANICAL	741	1,025	1,250
000 321-105	PERMIT - GAS TEST	0	0	250
000 321-110	PERMIT - BUILDING	15,582	82,426	25,000
000 321-120	PERMIT - ELECTRICAL	3,211	1,914	5,000
000 321-125	PERMIT - SAFETY	3,865	140	6,000
000 321-130	PERMIT - PLUMBING	1,296	1,791	2,500
000 321-135	RIGHTS-OF-WAYS	0	0	0
	TOTAL PERMITS & FEES	36,284	95,599	49,900
000 344-300	GARBAGE - REVENUE	373,991	380,202	890,000
000 344-700	GARBAGE - BAD DEBT WRITE-O(	-197	-9,500	0
000 344-800	GARBAGE - DISCOUNTS	0	21	0
	TOTAL GARBAGE REVENUE	373,794	370,723	890,000
000 347-100	MERCHANDISE	86,792	101,951	231,600
000 347-101	MERCHANDISE-TO GOLF	-85,926	-101,737	-230,000
	REVENUE - RECEIPTS (TAXABLE	933	965	2,400
000 347-200	REVENUE RECEIPTS-TO GOLF	-933	-965	-2,400
	POOL RECEIPTS	52,094	58,477	132,500
000 347-300	TO GOLF CART RENTAL	-51,986	-58,522	-125,000
000 347-350	RECREATION CENTER FEES	5,550	7,309	11,000
000 347-400	PROGRAM FEES	5,322	8,588	8,000
000 347-500	POOL CONCESSIONS	0	40	750
000 347-550	COMMUNITY HOUSE RENTAL	3,015	1,647	3,000
000 347-579	PARK RENTAL	32,449	32,746	65,000
	SENIOR CITIZENS PAYMENTS	3,615	3,859	5,000
	TOTAL REVENUE PRODUCING	50,925	54,358	101,850
	MERCHANDISE	85,926	101,737	230,000
	REVENUE RECEIPTS	933	965	2,400
	GOLF CART RENTAL	51,986	58,522	125,000
000 348-200	C O G S - CART RENTAL FEE (	-25,994	-16,507	-60,000
000 348-401	C O G S - MERCHANDISE (	-23,971	-23,209	-62,000
000 348-402	C O G S - FOOD (	-3,437	-2,675	-10,099

000 348-403	C O G S - BEER (	-7,256	-8,274	-24,115
000 348-404	C O G S - SOFT DRINKS&CHIP(	-6,498	-7,045	-18,485
	INTEREST INCOME	214	22	400
000 347-401	REVENUE - MERCHANDISE	24,525	38,595	75,000
000 347-402	REVENUE - PREPARED FOODS	2,166	3,559	5,000
000 347-403	REVENUE - BEER SALES	14,120	12,517	42,700
000 347-404	REVENUE - SOFT DRINKS&CHIPS	8,623	11,083	25,100
000 347-450	REVENUE - MEMBERSHIPS	14,523	26,879	23,900
	MISC. INCOME	210	242	987
	TOTAL GOLF REVENUE	136,070	196,411	355,788
000 350-100	MUNICIPAL COURT REVENUE	228,469	195,152	470,000
000 350-200	MUN CRT TECH FUND REVENUE	5,448	5,326	12,179
000 350-201	MUN CRT SEC FUND REVENUE	4,089	3,995	9,176
000 350-300	ANIMAL POUND	0	0	0
000 350-301	BOARD OF ADJUSTMENT	0	0	0
000 350-303	PLANNING COMMISSION	0	0	0
000 350-305	ADM FEES - DEFENSIVE DRIVIN	750	952	1,500
000 350-306	ADM FEES - NO DL OR INS. PR	0	0	0
	TOTAL COURT REVENUE	238,756	205,425	492,855
000 360-100	INTEREST INCOME	144,831	44,645	381,246
	INTEREST INCOME-TO GOLF	-214	-22	-400
000 360-101	MISC INCOME	27,755	41,138	61,737
	MISC. INCOME-TO GOLF	-210	-242	-987
000 360-102	MISC INCOME RETURN CHECKS	1,295	1,230	2,000
000 360-105	MARINE OPERATIONS REVENUE	0	0	0
000 360-150	PRINCIPAL PAYMENT FROM EDC	42,607	0	95,509
000 360-200	SALE OF PROPERTY	16,393	0	30,000
000 360-300	TAX ABATEMENT FEE	1,920	3,600	4,000
000 360-400	GRANT REVENUE	2,904	0	265,600
000 360-420	FEDERAL REVENUE	0	0	0
000 360-450	INTERGOVERNMENTAL REVENUES	54,856	54,813	87,000
000 360-455	GOVERNMENTAL REV OCCDET	0	0	0
000 360-460	FEMA DISASTER RELIEF	2,304	367,016	367,016
000 360-600	LEASE INCOME	83,030	82,168	135,000
000 360-652	VIC PROMOTIONS	0	0	0

000 360-700	MOWING/DEMOLITION LIENS	13,793	10,644	24,975
000 360-900	MAIN STREET COMMISSION FUND	3,460	5,836	0
000 360-905	DONATIONS - SAM BASS MEM FU	-150	0	0
000 360-910	DONATIONS - HISTORICAL MUSE	0	0	0
000 360-915	DONATIONS - PARK (	0	-485	0
000 360-920	DONATIONS - MISCELLANEOUS	10,050	34,682	43,926
000 360-925	DONATIONS - VETERAN'S MEMOR	12,550	2,440	0
000 360-930	DONATIONS - WETLANDS PROJEC	0	0	0
000 361-525	POLICE - SALE OF SEIZED EQU	0	43,678	43,678
000 362-525	POLICE - SEIZURES	0	5,115	5,000
000 363-525	POLICE - REPARATION	10	0	0
000 370-005	CASH OVER OR SHORT	-89	78	-300
000 370-006	VOL FIRE DEPARTMENT	0	0	0
000 370-100	PAVING LIENS REVENUE	0	0	0
	TOTAL MISC. REVENUES	417,095	696,334	1,545,000
000 381-200	WATER REVENUE	904,292	885,666	1,867,000
000 381-201	WATER REVENUE - MISC	0	0	0
000 381-300	SEWER REVENUE	590,243	594,511	1,250,000
000 381-301	SEWER REVENUE - MISC	0	0	0
000 381-500	SEWER SURCHARGE	133,523	108,826	250,000
000 381-600	WATER TAP FEE	590	1,180	3,500
000 381-601	SEWER TAP FEE	250	0	500
000 381-700	BAD DEBT WRITE-OFF (	-240	-32,002	0
000 381-701	CREDIT ADJUSTMENTS	0	0	0
000 381-800	PAYMENT DISCOUNTS	0	0	0
000 381-900	CONNECT & DISCONNECT FEES	91,098	94,284	165,000
000 399-050	CONTRIBUTIONS/CAPITAL	0	0	0
000 399-100	INSURANCE RECOVERY	5,378	256,294	234,542
	TOTAL WATER & SEWER REVENUE	1,725,134	1,908,759	3,770,542
000 399-000	PROCEEDS FROM SALE OF BOND	3,350,000	0	0
	TOTAL REVENUES	11,432,749	8,798,900	16,339,016

INTERFUND

TRANSFERS

000 000-000	CONTINGENCY- W AND S FUND	0	0	0
000 000-010	TRANSFER FROM GENERAL FUND(	900,000	462,795	297,735
000 000-012	TRANSFER FROM DRUG FUND	0	0	0
000 000-014	STREET AND DRAINAGE 60% TAX	-1,000,000	-1,000,000	-1,000,000
000 000-015	TRANSFER TO GOLF COURSE	100,000	150,000	315,060
000 000-018	TRANSFER TO HOTEL-MOTEL TAX	0	0	0
000 000-020	TRANSFER TO AMBULANCE	0	139,513	139,513
000 000-028	TRANSFER TO EQUIPT REPLACEM	0	0	0
000 000-030	TRANSFER TO EDC	0	0	0
000 000-032	TRANSFER FROM EDC CONSTRUCT	0	0	0
000 000-038	TRANSFER TO MARINA CONST	0	0	0
000 000-043	TRANSFER TO I & S FROM W &	0	0	0
000 000-046	TRANSFER TO LLEBG	0	0	0
000 000-056	TRANSFER TO WATER & SEWER	0	247,692	247,692
000 000-064	TRANSFER TO DEBT SVC	0	0	0
000 000-076	TRANSFER TO URBAN RENEWAL	0	0	0
000 000-078	TRANSFER TO HISTORICAL FD	0	0	0

TOTAL TRANSFERS

0 0 0

SALARIES

SALARIES/WAGES

000 000-100	SALARIES/WAGES	1,827,638	1,971,374	4,649,531
000 000-101	SALARY INCREASES	0	0	0
000 000-160	LABOR	0	0	0
000 000-165	EDUCATIONAL PAY	25,221	27,193	31,800
000 000-175	LONGEVITY	11,950	12,024	29,936
000 000-180	AUTO ALLOWANCE	3,974	297	7,200
000 000-185	UNIFORM ALLOWANCE	2,837	3,343	6,000
000 000-190	OVERTIME	81,092	155,578	158,635
000 000-199	SALARY/AUTO TRANSFER	-34,210	-9,813	-75,478

TOTAL SALARIES

1,918,503 2,159,996 4,807,624

BENEFITS		BENEFITS	
000 000-201	F I C A & MEDICARE	147,227	367,099
000 000-202	BENEFITS INCREASES	0	0
000 000-210	GROUP INSURANCE	250,168	672,915
000 000-230	T M R S	154,321	439,553
000 000-235	BENEFIT ACCOUNT ADMIN FEES	2,189	4,963
000 000-240	WORKMEN'S COMPENSATION	122,095	131,863
000 000-291	UNEMPLOYMENT INSURANCE	3,820	3,000
000 000-298	PHYSICALS	0	0
000 000-299	BENEFITS TRANSFER	-8,098	-18,351
	TOTAL BENEFITS	674,721	1,601,042
SUPPLIES			
000 000-310	OFFICE/COMPUTER SUPPLIES	30,375	63,159
000 000-311	POSTAGE/SHIPPING	13,316	28,269
000 000-312	BOOKS/PUBL/SUBSCRIPTIONS (	2,379	5,893
000 000-320	OTHER ELECTRONICS	5,088	18,164
000 000-331	AGRICULTURAL/BOTANICAL	7,513	18,500
000 000-333	VISITORS PROMOTIONS	4,342	13,250
000 000-335	CLOTHING	10,280	34,194
000 000-340	GAS AND DIESEL	-24,592	0
000 000-341	STATE GAS TAX	-1,575	0
000 000-343	OIL AND GREASE	1,181	5,500
000 000-344	GARAGE PARTS	837	3,000
000 000-352	FURNITURE & FIXTURES	4,101	14,100
000 000-383	EMS EXPENDABLES	11,855	22,762
000 000-385	SMALL TOOLS & EQUIPMENT	18,890	35,186
000 000-386	BUILDING SUPPLIES	748	7,500
000 000-389	CHEMICALS	17,823	58,250
000 000-390	FUEL	102,472	282,050
000 000-391	PRISONER MEALS	2,482	9,500
000 000-392	JANITORIAL SUPPLIES	17,823	19,623
000 000-394	INVESTIGATIVE SUPPLIES	549	3,200
000 000-395	AMMUNITION/GUN SUPPLIES	1,531	5,800
	TOTAL BENEFITS	674,721	1,601,042
SUPPLIES			

000 000-396	CONSUMABLES	0	0	0
000 000-399	OTHER SUPPLIES	9,168	14,702	40,143
	TOTAL SUPPLIES	236,586	195,042	688,043
SERVICES	SERVICES			
000 000-400	CITY COUNCIL STIPENDS	3,300	4,900	10,700
000 000-403	FLOOD INSURANCE	0	0	0
000 000-405	FURNITURE DISPLAY INSURANCE	0	0	0
000 000-406	FEES	19,939	20,047	22,500
000 000-407	COLLECTION AGENCY FEES	19,474	27,769	43,600
000 000-411	BLDG DEMOLITION	12,385	4,089	65,000
000 000-413	PROFFESIONAL SERVICES	102,468	106,689	289,884
000 000-414	BANK CHARGES	4,646	5,778	10,004
000 000-415	TELEPHONE	35,565	38,929	71,900
000 000-424	VEHICLE MAINTENANCE	0	0	0
000 000-425	CONTRACT LABOR	28,896	4,684	34,700
000 000-426	PHYSICALS/SCREENING	5,339	2,855	10,330
000 000-428	PRISONER TRANSFER	0	0	0
000 000-430	ADVERTISING	12,233	11,612	46,570
000 000-431	ANIMAL FACILITY	76,497	74,703	74,703
000 000-434	MARKETING	0	0	11,000
000 000-435	SPECIAL PROJECTS	500	3,016	9,000
000 000-440	ELECTRICITY	119,999	217,174	558,937
000 000-441	WATER	0	0	0
000 000-442	GAS-ENTEX	19,481	28,084	36,800
000 000-445	BLDG-BLDG EQUIPMENT	0	0	0
000 000-446	GROUPS & EQUIP	0	0	0
000 000-451	OFFICE EQUIP	0	0	0
000 000-452	C S INSURANCE	0	0	0
000 000-470	EQUIPMENT RENTAL	1,293	5,449	7,082
000 000-479	APPRAISAL DISTRICT	11,949	20,608	16,972
000 000-480	PRISONER MEDICAL	344	0	250
000 000-482	SERVICE CONTRACTS	26,759	31,250	42,119
000 000-483	SPECIAL SERVICES	0	0	0
000 000-484	TAX COLLECTIONS	14,319	11,277	17,175
000 000-485	LAUNDRY SERVICES	6,151	8,678	15,500

000 000-488	SETTLEMENTS	0	0	0
000 000-490	BOARD REQUEST	13,040	13,040	13,300
000 000-491	BRAZORIA COUNTY ALLIANCE	5,000	5,250	5,000
000 000-496	BWA WATER RESALE	575,120	578,280	1,153,400
000 000-498	WASTE DISPOSAL	77,833	67,158	193,000
000 000-499	OTHER SERVICES	1,230,504	1,255,199	2,932,833
	TOTAL SERVICES	2,423,033	2,546,518	5,692,259

MAINTENANCE				
000 000-524	VEHICLE MAINTENANCE	52,850	88,313	144,750
000 000-530	STREET/DRAINING/SDWALK MAINT	19,955	62,682	234,342
000 000-531	FURNITURE & FIXTURES	0	0	0
000 000-533	CULVERT TILE	-534	3,247	0
000 000-543	ELECTRONICS/COMPUTER MAINT	21,677	21,464	34,095
000 000-545	BLDG/BLDG EQUIP MAINTENANCE	38,183	46,730	106,106
000 000-546	LAND/GROUNDS MAINT	28,536	32,473	77,410
000 000-547	SIGNS MAINTENANCE	1,260	4,262	9,000
000 000-548	TRAFFIC LIGHTS MAINTENANCE	206	812	1,000
000 000-549	STREET LIGHTS MAINTENANCE	0	0	500
000 000-553	POOL MAINTENANCE	5,287	4,496	13,000
000 000-560	EQUIPMENT MAINTENANCE (	930	158	5,850
000 000-571	OFFICE EQUIPMENT	0	0	0
000 000-589	BOTANICAL IMPROVEMENTS	0	0	0
000 000-590	MEMORIAL PARK	0	0	0
	TOTAL MAINTENANCE	168,350	264,638	626,053

SUNDRY				
000 000-601	FAITHFUL PERFORMANCE BOND	0	0	0
000 000-602	SEMINARS/DUES/TRAVEL	33,091	35,195	68,217
000 000-604	PUBLIC OFFICE LIABILITY	46,509	36,502	51,845
000 000-610	EMPLOYEE RELATIONS (	5,011	9,441	8,000
000 000-611	PROMOTIONS	0	0	0
000 000-620	NARCOTICS/K-9	7,135	59,567	84,044
000 000-625	MARINE OPERATIONS	7	350,978	618,293
000 000-628	PROPERTY INSURANCE	77,315	77,619	81,500

000 000-629	VEHICLE INSURANCE	25,371	20,050	28,388
000 000-640	BUILDING BLOCKS	0	0	0
000 000-652	COMMUNITY SERVICE INSURANCE	0	0	1,225
000 000-660	VEHIC & EQUIPT	0	0	0
000 000-680	PLANNING COMMISSION	0	0	0
000 000-683	FEMA FIREFIGHTERS GRANT	0	0	0
000 000-684	TECHNOLOGY FUND EXPENSE	3,400	62,317	6,100
000 000-685	SECURITY FUND EXPENSE	0	14,006	50
000 000-687	DAMAGE CLAIMS	134	199	350
000 000-690	ELECTIONS	3,835	2,169	4,000
000 000-692	RESERVE FIREMEN INCENTIVES	6,000	2,010	12,000
000 000-693	RESERVE FIREMEN PENSION	3,360	3,690	6,500
000 000-695	COLLEGE REIMBURSEMENT	0	3,273	3,000
000 000-699	OTHER - SUNDRY	9,295	6,175	27,119
	TOTAL SUNDRY	220,463	683,191	1,000,631

DEBT SERVI	DEBT SERVICE			
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000 000-700	PRINCIPAL	162,000	335,000	521,000
000 000-705	COST OF BOND ISSUE	75,585	0	0
000 000-710	INTEREST EXPENSE	97,018	152,288	305,752
000 000-730	DEBT SERVICE FEES	0	0	900
000 000-775	LEASE INTEREST	0	515	0
000 000-776	LEASE PRINCIPAL	0	1,813	0
	TOTAL DEBT SERVICE	334,603	489,616	827,652

CAPITAL OU	CAPITAL OUTLAY			
000 000-800	YELLOWSTONE - AVE G. TO 288	0	0	0
000 000-801	VETERAN'S MEMORIAL EXPENSES	43,267	0	0
000 000-802	WHARTON - AVE. G TO AVE. H	0	0	0
000 000-803	AVENUE G - FROM AUTRY TO AL	0	0	0
000 000-804	EAST BROAD -SYCAMORE TO POP	0	0	0
000 000-805	OUTDOOR DECK RIVERPLACE	33,841	0	0
000 000-806	AVE C - DIVISION TO VELASCO	0	0	0
000 000-807	TRAVIS - JONES TO AVE. G	0	0	0

000 000-808	VARNER - AVE H TO AVE G AL	10,971	0	0	0
000 000-809	ASH - FROM 8TH TO 7TH	0	0	0	0
000 000-810	OAK - FROM 8TH TO 7TH	5,979	0	0	0
000 000-811	POPLAR - FROM 2ND TO 5TH	7,968	0	0	0
000 000-812	AVE D - QUINTANA TO 288	42,770	0	0	0
000 000-813	OLD RIVER - AVE O TO GULF B	0	0	0	0
000 000-814	EAST END DRAINAGE	0	0	0	0
000 000-815	AVE D - VELASCO TO 7TH AVE	4,966	0	0	0
000 000-816	VARIOUS CAPITAL IMPROVEMENT	0	0	0	0
000 000-817	SKINNER ST FROM AVE J TO AV	0	0	0	0
000 000-818	VELASCO BRIDGE REPLACEMENT	0	0	0	0
000 000-819	GULF BREEZE ESTATES PROJECT	0	0	0	0
000 000-820	DRAINAGE	0	0	137,200	0
000 000-821	TCEQ COMPLIANCE	0	0	0	0
000 000-854	RIVERSIDE LIFT STATION	0	0	0	0
000 000-874	LIFT STATION PUMPS	0	0	0	0
000 000-876	WATER LINE BRYAN BEACH BRID	0	0	0	0
000 000-877	FREEPOR T WELDING WATER LINE	0	0	0	0
000 000-878	LAND ACQUISITION	12,381	0	54,000	0
000 000-880	EQUIPMENT LLEBG GRANT	0	0	0	0
000 000-898	CAPITAL OUTLAY	516,603	761,056	3,710,973	0
000 000-899					
	TOTAL CAPITAL OUTLAY	678,748	761,056	3,902,173	
	TOTAL EXPENSES	6,652,006	7,897,759	19,145,477	
	NET	4,780,743	901,141	-2,806,461	

Delia Munoz

From: Law Office of Wallace Shaw PC [shawpc@sbcglobal.net]
Sent: Wednesday, May 27, 2009 2:56 PM
To: Delia Munoz
Subject: Fw: Taxicab Ordinance

----- Original Message -----

From: Law Office of Wallace Shaw PC
To: Jeff Pynes
Sent: Friday, May 22, 2009 1:24 PM
Subject: Taxicab Ordinance

Jeff,

In response to our discussion this morning, the following are my suggestions of how Chapters 118 and 119 of the Code of Ordinances should be amended if you want to clarify the kinds of vehicles to which these chapters apply and at the same time exempt churches or any other non-profit organization, if such other non-profit organization has been granted a tax exempt status by the Internal Revenue Service of the U.S. Government and has a local chapter or unit operating within the corporate limits of the city. The definitions of "bus" and "taxicab" were taken from Section 541.201, Transportation Code. The "other nonprofit organization" was taken from Section 116.25 of the Code of Ordinances and represented the consensus of the City Council in 1999 regarding the requirement that the non-profit having a local chapter or unit operating within the corporate limits of the city.

Add as Section 118.011 DEFINITIONS

As used in this chapter, the terms "bus" or "passenger bus" means a motor vehicle designed to transport more than ten (10) passengers, including the driver, when used for compensation.

Add as Section 118.021 APPLICATION OF PROVISIONS

The provisions of this chapter shall not apply to (a) motor vehicles operating under permits issued by the State Railroad Commission, or to the drivers of such vehicles, coming into or passing through the city for the purpose of load or unloading passengers or (b) to busses operated by a church or by any other non-profit organization, if such other non-profit organization has been granted a tax exempt status by the Internal Revenue Service of the U.S. Government and has a local chapter or unit operating within the corporate limits of the city.

Add as Section 119.00 DEFINITIONS

As used here, the term "taxicab" means means a motor vehicle designed to transport less than ten (10) passengers, including the driver, when used for compensation.

Amend Section 119.01 APPLICATION OIF PROVISIONS

The provisions of this chapter shall not apply to (a) motor vehicles operating under permits issued by the State Railroad Commission, or to the drivers of such buses, coming into or passing through the city for the purpose of load or unloading passengers or (b) to motor vehicles operate by a church or another non-profit organization, if such other non-profit organization has been granted a tax exempt status by the Internal Revenue Service of the U.S. Government and has a local chapter or unit operating within the corporate limits of the city.

Wallace Shaw
City Attorney

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CHAPTER 118: BUSES AND BUS DEPOTS

Section

- 118.01 Title
- 118.02 License required
- 118.03 Applications for license
- 118.04 Issuance; contents
- 118.05 Nontransfer and revocation of permit
- 118.06 Insurance required
- 118.07 Fees
- 118.08 Limitation on number of passengers; observance of traffic laws
- 118.09 Routes, stops, and sizes of buses
- 118.10 Building regulations
- 118.11 Obstruction of sidewalks
- 118.12 Fire hazards
- 118.13 Fuel pumps
- 118.14 Garage service
- 118.15 Parking at depots
- 118.16 Condition of depots
- 118.17 Inspection

Cross-reference:

Taxicabs, see Ch. 119

§ 118.01 TITLE.

This chapter shall be known and may be cited as the "Bus and Bus Depot Chapter of the City of Freeport, Texas."

('68 Code, § 9½-1) (Ord. 1398, passed 8-21-78)

§ 118.02 LICENSE REQUIRED.

No person, firm, or corporation shall operate, conduct, or maintain a motor bus transport business or motor bus transport depot within the corporate limits of the city without first having obtained a license therefor pursuant to the provisions of this chapter.

('68 Code, § 9½-2) (Ord. 1398, passed 8-21-78)

Penalty, see § 10.99

§ 118.03 APPLICATIONS FOR LICENSE.

Applications for such license shall state the number of motor buses expected to be accommodated in the location of the proposed depot in the case of storage or garaging of motor buses themselves; and the proposed location in the area of the loading or unloading depots and platforms. The application shall be in writing and submitted to the City Manager. It shall be the duty of the City Manager, when an application for a permit is filed with him, at the next regular meeting of the City Council following the filing of such application, to call the attention of the Council members thereto; and, upon consideration of such application, the City Council may grant or refuse a permit to the applicant to operate, conduct, or maintain a motor bus transport business or motor bus transport depot within the city if in their discretion it may seem to be to the best interest of the city and the public in general. Provided, however, the permit issued hereunder shall be subject to revocation as provided in § 118.05.

('68 Code, § 9½-3) (Ord. 1398, passed 8-21-78)

§ 118.04 ISSUANCE; CONTENTS.

All permits for the conduct of a motor bus transport business or motor bus transport depot issued pursuant to the terms of this chapter shall be issued and signed by the City Manager and sealed with the seal of the city. The permit shall be dated on the day of its issuance, shall bear a serial number, shall show the name and address of the permittee and that the permittee has been authorized by the City Council to operate, conduct, and maintain a motor bus transport business or motor bus transport depot within the corporate limits of the city until December 31, next following the date of its issuance; and that such permit is subject to revocation at any time by the City Council of the city. All permits issued pursuant to the terms of this chapter shall expire on December 31 next following the date of issuance, but, unless

revoked as provided in § 118.05, any such permit may be automatically renewed to December 31 of the year next following upon the permittee tendering to the City Manager the fee prescribed in § 118.07 of this chapter.

('68 Code, § 9½-4) (Ord. 1398, passed 8-21-78)

§ 118.05 NONTRANSFER AND REVOCATION OF PERMIT.

Any permit issued under the provisions of this chapter shall be nontransferable and may be revoked upon a majority vote of the members of the City Council, taken at any regular or special meeting of the Council whenever it shall appear to the City Council that the permittee has violated any provision of this chapter or has failed to comply with the requirements of this chapter, provided, however, written notice of such meeting and impending revocation of such permit shall be given to the permittee in question by depositing the same in the U.S. mail, first class postage prepaid, directed to the permittee at the address set forth on his permit. Provided further, that at such meeting, the permittee shall be permitted to present any evidence in person or through counsel prior to the taking of such vote. ('68 Code, § 9½-5) (Ord. 1398, passed 8-21-78) Penalty, see § 10.99

§ 118.06 INSURANCE REQUIRED.

(A) Any permittee of a permit issued pursuant to the terms of this chapter shall at all times during the life of such permit keep each motor bus operated by such permittee under such permit insured in a company authorized to do business in the state, indemnifying the permittee in the sums following:

(1) One hundred thousand dollars to pay, on behalf of the permittee, as named insured, all sums which the permittee shall become legally obligated to pay as damages because of bodily injury, including death at any time resulting therefrom sustained by any one person, and \$300,000 where more than one person has been killed or injured caused by a single accident and arising out of the ownership, maintenance, or use of such motor bus.

(2) Fifty thousand dollars to pay, on behalf of the permittee, as named insured, all sums which the permittee shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of such motor bus.

(3) Ten thousand dollars to pay, on behalf of the permittee, as named insured, in case of bodily injury to any one person from an accident caused by uninsured motorists, and \$20,000 where more than one person has been killed or injured by an uninsured motorist.

(4) Two thousand five hundred dollars medical liability to be paid on behalf of the permittee, as named insured, in case of injury to passengers while boarding, riding, or exiting such motor bus.

(B) Such policies or certificates of insurance shall be approved by the City Attorney, and filed with the City Secretary prior to the commencement of business pursuant to such permit. All such policies or certificates shall remain in the possession of the City Secretary. Any permittee shall immediately cease business pursuant to such permit upon notification that such policy or certificate has been cancelled and shall not resume business until a new policy or certificate complying with this section has been approved by the City Attorney and filed with the City Secretary. Provided, however, this section shall not apply to motor buses operating under the regulations of the Railroad Commission of the state which come into or pass through the city for the purpose of loading or unloading passengers.

('68 Code, § 9½-6) (Ord. 1398, passed 8-21-78) Penalty, see § 10.99

§ 118.07 FEES.

The fee for any permit issued pursuant to this chapter shall be \$24 per motor bus per year payable in advance. In the case of an initial permit granted for less than a full year, the fees shall be prorated according to the number of months for which the permit is issued and shall be paid prior to its issuance. In the case of an initial permit issued for a full year or a reissue permit, such fees shall be paid

on or before December 31 of the year next preceding the year for which such permit is issued. In the event any permittee adds any additional motor buses to such business during the year for which such permit was issued, prior to placing any such additional motor bus in service within the corporate limits of the city, the permittee shall pay to the City Secretary a portion of such \$24 fee for each such additional motor bus prorated to the number of months remaining in the year for which such permit was issued.

('68 Code, § 9½-7) (Ord. 1398, passed 8-21-78)

§ 118.08 LIMITATION ON NUMBER OF PASSENGERS; OBSERVANCE OF TRAFFIC LAWS.

At no time shall any motor bus operating pursuant to a permit issued under the terms of this chapter carry more passengers than it has seating capacity based on the formula of a maximum of two adults per bus seat and three children per bus seat. The operators of all such motor buses shall observe all traffic laws and ordinances of the state and the city.

('68 Code, § 9½-8) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.09 ROUTES, STOPS, AND SIZES OF BUSES.

If required by the City Council, the permittee shall establish bus routes and bus stops at no expense to the city. However, no bus route or bus stop shall be approved without the plan for the route or stop first being submitted to the City Manager for approval. The City Manager shall insure that no bus route is planned for streets that are prohibited by ordinance from carrying bus traffic. The City Manager shall also insure that only those streets designated as thoroughfares shall be traversed by large buses operating intrastate or interstate commerce.

('68 Code, § 9½-9) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.10 BUILDING REGULATIONS.

Every building or premises used in any motor bus transport business or motor bus transport depot for which a permit is issued pursuant to the provisions of this chapter shall conform to all the building regulations of the city relative thereto.

('68 Code, § 9½-10) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.11 OBSTRUCTION OF SIDEWALKS.

All sidewalks abutting or adjoining any bus depot must remain completely free for pedestrian use. Platforms or any other devices will not be permitted to be placed on, or in any manner hang over, or intrude upon the sidewalk area of any street.

('68 Code, § 9½-11) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.12 FIRE HAZARDS.

Every building or premises used as a motor bus transport depot by any permittee to whom a permit is issued pursuant to the terms of this chapter shall be equipped with adequate fire extinguishing facilities as provided for public buildings and garages under the laws of the state and the ordinances of the city, and shall comply with all other laws and ordinances relating thereto.

('68 Code, § 9½-12) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.13 FUEL PUMPS.

If fuel pumps are maintained in connection with any motor bus transport depot, the regulations concerning filling stations and flammable liquid storage as provided for in the laws of the state or the ordinances of the city, shall apply.

('68 Code, § 9½-13) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.14 GARAGE SERVICE.

If garage service for the repair and maintenance of any motor bus owned by any permittee to whom a permit is issued pursuant to the terms of this chapter is maintained, then the regulations concerning garages and the laws of the state or the ordinances of the city shall apply.

('68 Code, § 9½-14) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

other vehicle has effective systems for exhaust, brakes, steering, lights, power, signals, wheels, tires, and a seat belt for the driver. In any event, the city reserves the right to inspect any and every motor bus transport vehicle or other vehicle used by any motor bus transport business or motor bus transport depot at any time during the year.

('68 Code, § 9½-17) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.15 PARKING AT DEPOTS.

Each motor bus transport depot maintained or operated by any permittee to whom a permit has been issued pursuant to the provisions of this chapter shall include sufficient off-street parking to insure that motor vehicles driven by patrons or by persons waiting for patrons will not block regular traffic on any public street or private drive or roadway within the city. As a minimum, a motor bus transport depot must provide one off-street parking space for every five patrons it serves each one-half hour.

('68 Code, § 9½-15) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.16 CONDITION OF DEPOTS.

Any premises used as a motor bus transport depot by any permittee to whom a permit has been issued pursuant to the provisions of this chapter shall be kept in a clean and sanitary condition and shall conform to all of the regulations concerning sanitation, health, and safety contained in the laws of the state or the ordinances of the city.

('68 Code, § 9½-16) (Ord. 1398, passed 8-21-78)
Penalty, see § 10.99

§ 118.17 INSPECTION.

Each motor bus transport vehicle or other vehicle used by any motor bus transport business or motor bus transport depot shall be required to pass an annual state inspection and display such state inspection sticker and to undergo an annual inspection by the Chief of Police of the city. Such inspection shall insure that such motor bus transport vehicle or

CHAPTER 119: TAXICABS

Section

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GENERAL PROVISIONS

§ 119.01 APPLICATION OF PROVISIONS.

The provisions of this chapter shall not apply to passenger buses operating under permits of the State Railroad Commission, or to drivers of such buses, coming into or passing through the city for the purpose of loading and unloading passengers. ('68 Code, § 35-1) (Ord. 212, passed 12-18-45)

§ 119.02 APPEAL FROM DECISION OF CITY SECRETARY OR CHIEF OF POLICE.

Anyone desiring to do so may appeal to the City Manager from any action of the City Secretary or Chief of Police taken under any provision of this

chapter by giving, within ten days of the effective date of such action, written notice of such appeal to the City Manager. Any action of the City Secretary or Chief of Police taken under this chapter shall be in full force and effect unless and until changed by the City Manager as a result of such appeal and shall become final unless such notice of appeal is given. The hearing on appeal shall be de novo and the decision of the City Manager thereon shall be final. ('68 Code, § 35-2) (Ord. 212, passed 12-18-45; Am. Ord. 1782, passed 3-20-95)

§ 119.03 MAXIMUM SEATING.

It shall be unlawful to carry more passengers than the vehicle's maximum seating capacity for any vehicle used as a taxicab. Front riding passengers shall be at the driver's discretion and shall not exceed the design limits of such vehicle. ('68 Code, § 35-3) (Am. Ord. 2006-2130, passed 8-21-06) Penalty, see § 119.99

§ 119.04 RECEIPT, DISCHARGE OF PASSENGERS.

No driver of a taxicab shall receive or discharge passengers in the roadway of any street, but shall drive to the right-hand sidewalk, as nearly as possible, or, in the absence of a sidewalk, to the extreme right-hand side of the road, and there receive or discharge passengers. ('68 Code, § 35-4) Penalty, see § 119.99

§ 119.05 TRANSPORTING FOR UNLAWFUL OR IMMORAL PURPOSES.

It shall be unlawful for any taxicab driver to transport or offer to transport or to aid or assist in transporting, directly or indirectly, any person in, on, over, or through the public street, alleys, or highways of the city, by means of any taxicab, for the purpose of lewdness, assignation, or prostitution, or for other unlawful or immoral purpose; or for the owner of any taxicab to allow the same to be used for any such purpose. ('68 Code, § 35-5) (Am. Ord. 1782, passed 3-20-95) Penalty, see § 119.99

§ 119.06 SETTING AND POSTING RATES; TELEPHONE NUMBERS; TAXIMETERS.

(A) The rates charged by taxicabs operating within the city shall be set by the City Council from time to time and a schedule of such rate kept on file in the office of the City Secretary. A copy of such current rate schedule, together with the telephone numbers of the taxicab owner or company and the city, shall be posted by the owner or driver inside of each taxicab.

(B) Each taxicab operating within the city shall be equipped with a meter which shall register the amount of money which is chargeable for the transportation being provided by the taxicab and the waiting time, if any. Such amount may not exceed but may be less than that indicated on the current rate schedule. ('68 Code, § 35-10) (Am. Ord. 1782, passed 3-20-95; Am. Ord. 2006-2130, passed 8-21-06) Penalty, see § 119.99

§ 119.07 REFUSAL TO PAY FARE.

It shall be unlawful for any person to refuse to pay the legal fare of any taxicab after having hired the same, and it shall be unlawful for any person to hire any taxicab with intent to defraud the person from whom it is hired of the value of such service. ('68 Code, § 35-11) Penalty, see § 119.99

LICENSING

§ 119.20 LICENSE REQUIRED.

It shall be unlawful for any person to keep, use, or operate on any street within the city any taxicab, unless a written license for such taxicab shall have first been obtained from the City Secretary by the person owning or controlling such taxicab, and unless such license shall be in effect at such time. ('68 Code, § 35-22) (Ord. 212, passed 12-18-45) Penalty, see § 119.99

§ 119.21 APPLICATION.

Any person who shall desire to operate a taxicab within the city shall file a written application for a license therefor with the City Secretary. Such application shall contain the following information:

(A) The name, address, and age of the owner or operator of the vehicle to be used.

(B) The make, type, age, and capacity of such vehicle.

(C) Such other information as the City Secretary may require.

('68 Code, § 35-23) (Ord. 212, passed 12-18-45)

§ 119.22 CONSIDERATION OF APPLICATION.

Upon receipt of an application for a license required by the provisions of this subchapter, the City Secretary shall, after examining the application, make an investigation to determine whether the issuance of a license to operate a taxicab will be dangerous to the health, safety, and welfare of the city, and the City Secretary shall give due weight and consideration to, among other things:

(A) The type vehicle proposed to be operated.

(B) The age (which may not exceed seven years) and the mechanical condition of such vehicle (which must be verified by written certificate of inspection as provided in § 119.30 of this chapter).

(C) Whether the equipment of such vehicle (which must include a taximeter) includes a fixed two-way radio and an emergency distress button located on the left side of such vehicle and/or a cell phone with GPS location capabilities if offered in the cellular market. At a minimum, such phones shall have speed dial programmed for all local law enforcement for the coverage area of the taxicab, and is to be certified by the Chief of Police, or the designee of the Chief of Police, as operable.

(D) If the applicant has previously held a taxicab license under this chapter that was revoked or cancelled, whether the cause of any such revocation was remedied, and whether 12 months has elapsed from the effective date of any such cancellation, as the case may be.

('68 Code, § 35-24) (Ord. 212, passed 12-18-45; Am. Ord. 1782, passed 3-20-95; Am. Ord. 2006-2130, passed 8-21-06)

§ 119.23 DURATION OF CONSIDERATION.

Within ten days from the date of the filing of an application for a license required by the provisions of this subchapter, the City Secretary shall either issue or deny such license.

('68 Code, § 35-25) (Ord. 212, passed 12-18-45)

§ 119.24 ISSUANCE OR DENIAL.

If the City Secretary shall determine that the operation of a taxicab as shown in the application for a license required by this subchapter will not be dangerous to the health, safety, and welfare of the city, he shall issue a license to the applicant, upon the payment of the street rental charge as provided herein. If the City Secretary determines that the operation of such vehicle is or will be dangerous to the health, safety, and welfare of the city, he shall refuse the application and shall not issue a license to the applicant.

('68 Code, § 35-26) (Ord. 212, passed 12-18-45)

§ 119.25 STREET RENTAL CHARGE.

(A) Each owner or operator of a vehicle used as a taxicab within the city shall pay to the city a street rental charge of \$100 per year for each vehicle so operated. The street rental charge shall be paid annually in advance and shall cover the period ending at 12:00 midnight of December 31 following payment of same.

(B) All street rental charges becoming due and payable other than on January 1 of the year for which due shall be prorated on the basis of the calendar year remaining at the time the application for license is granted, as herein provided, and for the purpose of determining the pro rata amount the month during which the license is granted shall be counted as one full month.

(C) If any vehicle operated as a taxicab ceases to be used for such purpose, then there shall be refunded the pro rata of the rental charge and for the purpose of determining the pro rata part, the month in which the vehicle ceases to be so used shall not be counted in the computation.

('68 Code, § 35-27) (Ord. 212, passed 12-18-45; Am. Ord. 1564, passed 9-12-83) Penalty, see § 119.99

§ 119.26 REGISTER.

The City Secretary shall keep a careful and accurate list or register of all licenses issued under the provisions of this subchapter, including the number of each license and the name of the person to whom such license was issued.

('68 Code, § 35-28) (Ord. 212, passed 12-18-45)

§ 119.27 DURATION OF LICENSE.

All licenses issued under the provisions of this subchapter shall authorize the operation of the vehicle described in the application for a period ending at 12:00 midnight December 31 following the date of issuance, unless sooner revoked, suspended, or cancelled.

('68 Code, § 35-29) (Ord. 212, passed 12-18-45)

§ 119.28 REVOCATION; SUSPENSION; CANCELLATION.

(A) Whenever the owner of any vehicle operated as a taxicab within the city fails to render for and pay when due all ad valorem taxes assessed on behalf of the city against such vehicle or any other equipment used in connection with any taxicab business located in the city, or fails to pay any other fees or charges

due the city, or fails to maintain a business address and business telephone number within the city, or fails to notify the City Secretary of any change of business address or business telephone number within the city, and fails to remedy the same within ten days after written notice of such delinquency or default from the City Manager, the license issued under the provisions of this chapter for the operation of such vehicle as a taxicab within the city shall be automatically revoked. Such notice shall be sufficient if deposited in the U.S. Mail, first class postage prepaid and addressed to the licensee at the business address given by the licensee to the City Secretary.

(B) A licensee whose license has been cancelled may apply for a new license after the expiration of 12 months from the effective date of the cancellation, but any violation of any provision of this code or any other ordinance of the city, or any law of the state by such licensee during the term of such new license, shall be regarded as a subsequent violation for the purposes of applying the provisions of § 119.99.

('68 Code, § 35-30) (Ord. 212, passed 12-18-45; Am. Ord. 1782, passed 3-20-95) Penalty, see § 119.99

§ 119.29 IDENTIFICATION OF VEHICLE.

(A) No vehicle may be operated in the city as a taxicab unless it has, in unobstructed view, in vertical block numbers three inches high and $\frac{3}{4}$ -inch wide, in a color contrasting to the color of such vehicle, and below the back window thereof, if any, the serial number issued by the City Secretary for such vehicle.

(B) Each taxicab operated within the city which is owned by the same owner or taxicab company shall be of the same color; and the contrasting color of the numbers required by division (A) of this section shall also be of the same color for each taxicab operated in the city and owned by the same owner or taxicab company.

(C) The colors used by one owner or taxicab company for its taxicabs may not be the same as or deceptively similar to the colors used by another owner or taxicab company for its taxicabs. In the event of a conflict, the Chief of Police shall determine whether any particular color is the same as or deceptively similar to any other color and the owner

or taxicab company with the longest period of continuous operation of taxicabs within the city shall be entitled to the use of a particular color.

('68 Code, § 35-31) (Ord. 212, passed 12-18-45; Am. Ord. 1782, passed 3-20-95) Penalty, see § 119.99

§ 119.30 INSPECTION OF TAXICABS.

Each vehicle operated or to be operated as a taxicab within the city shall be inspected prior to the issuance by the City Secretary of the license to operate such vehicle as a taxicab and six months thereafter during the term of such license. The inspections shall be performed by a resident mechanic approved by the Chief of Police who shall issue a written report of such inspection showing the date of such inspection, the name of the person requesting such inspection, the vehicle identification, and license numbers of such vehicle, and a statement that the lights, brakes, and steering apparatus of such vehicle are in good mechanical condition. If such inspection is a midterm inspection, the licensee shall endorse thereon the serial number previously issued for it at the time a taxicab license was issued and file the same with the City Secretary.

('68 Code, § 35-32) (Ord. 1782, passed 3-20-95)

§ 119.31 TRANSFER OF LICENSE.

No license issued under the terms of this subchapter shall be transferred from one vehicle to another unless:

(A) The vehicle for which it was initially issued is permanently removed from service;

(B) The new vehicle is inspected in the manner set forth in § 119.30, and the written report evidencing that the lights, brakes, and steering apparatus of the vehicle are in good mechanical condition is filed with the City Secretary; and

(C) Proof that such vehicle has been added to the policy of public liability insurance required by § 119.50 is filed with the City Secretary.

('68 Code, § 35-33) (Ord. 1782, passed 3-20-95) Penalty, see § 119.99

§ 119.32 PERSONS AUTHORIZED TO OPERATE TAXICABS.

No person other than the licensee thereof and persons employed by such licensee to whom a driver's permit has been issued under the provisions of this chapter shall operate a taxicab within the city.

('68 Code, § 35-34) (Ord. 1782, passed 3-20-95) Penalty, see § 119.99

§ 119.33 LOCAL OFFICE AND TELEPHONE REQUIRED.

No license shall be issued under this subchapter to any person who does not have a business telephone that can be reached within the city at local (non-toll) telephone rates, or has its main office located outside the geographical limits of the Brazosport Independent School District.

('68 Code, § 35-35) (Ord. 1782, passed 3-20-95; Am. Ord. 2006-2130, passed 8-21-06) Penalty, see § 119.99

LIABILITY INSURANCE

§ 119.50 INSURANCE REQUIRED; APPROVAL.

Before any license shall be issued under §§ 119.20 through 119.33 to any owner of a taxicab, or before any renewal of such a license shall be granted, the owner shall file with the City Secretary, and thereafter keep in full force and effect, a policy of public liability insurance approved by the City Manager and executed by an insurance company duly authorized to do business in the state, and performable in this county, insuring the public against any loss or damage that may result to any person or property from the operation of the taxicab covered or to be covered by such license.

('68 Code, § 35-42) (Ord. 212, passed 12-18-45) Penalty, see § 119.99

§ 119.51 MINIMUM AMOUNT OF COVERAGE.

The city shall require minimum insurance policy limits which shall not be less than that proscribed and described in "Proof of Financial Responsibility" in the Safety Responsibility Law, TEX. REV. CIV. STAT., Art. 6701h, in effect at the time of the passage of this section and within the limits proscribed by the statute, as it may be amended in the future.

('68 Code, § 35-43) (Ord. 212, passed 12-18-45; Am. Ord. 1576, passed 12-19-83; Am. Ord. 1624, passed 9-8-86) Penalty, see § 119.99

§ 119.52 PERSONS PROTECTED.

The public liability insurance required by this subchapter shall be for the protection of the passengers of the insured taxicab and for the public, but shall not cover personal injuries sustained by the servants, agents, or employees of the person filing the insurance.

('68 Code, § 35-44)

§ 119.53 PROVISION FOR CONTINUING LIABILITY.

All policies of public liability insurance required by this subchapter shall contain a provision for a continuing liability thereon up to the full amount thereof, notwithstanding any recovery thereon.

('68 Code, § 35-45)

§ 119.54 INCREASING AMOUNT UPON RETURN OF EXECUTION UNSATISFIED.

In the event of the return unsatisfied of any execution issued on any final judgment rendered against any taxicab owner in any suit for damages on account of injury to person or property occasioned by the operation of any taxicab, such owner, within ten days after the return of such execution unsatisfied, provided the judgment is still unpaid, shall increase the amount of his insurance by the amount of such

judgment and failing to do so shall forthwith cease the operation of taxicabs in the city until such additional insurance is deposited or such judgment is paid.

('68 Code, § 35-46)

§ 119.55 CANCELLATION.

(A) In the event that any insurer desires to be released from any insurance filed under this subchapter, it may give written notice of such desire to the inspector of taxicabs at least 30 days before it desires its liability released, and the inspector of taxicabs shall thereupon give written notice, by personal delivery or by mail, to the insured and demand that he furnish new assurance by the expiration of the 30-day period above provided for, and shall discharge such first insurer from any liability which shall accrue after the time of approval of such new policy, or shall discharge such first insurer after the expiration of such 30-day period.

(B) In the event any policy is so cancelled upon the request of the insurer, and no new insurance policy is filed before the cancellation of the original insurance, the license to operate taxicabs granted to the insured shall be automatically revoked.

('68 Code, § 35-47)

§ 119.56 CITY NOT LIABLE FOR SOLVENCY OF INSURER.

Neither the city nor any officer thereof shall be held liable for the pecuniary responsibility or solvency of any insurer under the provisions of this subchapter, or in any manner become liable for any sum on account of any such claim or act or omission relating to the insured vehicle, nor shall the liability of the owner of any such vehicle be in any manner limited or changed by reason of the provisions of this subchapter, but the judgment creditors having causes of action secured thereby shall be authorized to sue directly on such policy of insurance without impleading the city, and all persons known to any insurer to have been injured or damaged in the same accident and claiming damages thereunder may be made parties without priority of claim on payment in any suit had or instituted on account of such matters.

('68 Code, § 35-48)

DRIVERS**§ 119.70 APPEARANCE.**

It shall be the responsibility of every person operating a taxicab business or service in the city to require the drivers in his employ to be neat and clean in appearance while on duty.

('68 Code, § 35-59) Penalty, see § 119.99

§ 119.71 SOLICITATION OF BUSINESS.

No driver of a taxicab shall solicit patronage in a loud or annoying tone of voice or in any manner annoy any person or obstruct the movement of any person or follow any person for the purpose of soliciting patronage.

('68 Code, § 35-60) Penalty, see § 119.99

§ 119.72 (RESERVED).**§ 119.73 PERMIT REQUIRED.**

No person shall drive a taxicab within the city unless such person shall first obtain a permit therefor from the city.

('68 Code, § 35-67) (Ord. 212, passed 12-18-45) Penalty, see § 119.99

§ 119.74 APPLICATION.

Any person who shall desire a permit required by the provisions of §§ 119.73 through 119.83 shall file with the City Secretary his sworn application upon a form to be prescribed by the City Secretary stating applicant's:

(A) Name.

(B) Age.

(C) Present address.

(D) Address or addresses and place or places of employment for the past two years.

(E) Reasons for leaving place or places of employment.

(F) Police record, if any, together with list of time and place of felony convictions.

('68 Code, § 35-68) (Ord. 212, passed 12-18-45)

§ 119.75 FEES.

Every application for a permit required by the provisions of §§ 119.73 through 119.83 shall be accompanied by a payment of \$25 for the issuance of a driver's permit.

('68 Code, § 35-69) (Ord. 212, passed 12-18-45; Am. Ord. 1782, passed 3-20-95)

§ 119.76 EXAMINATION BY POLICE CHIEF.

(A) After receiving an application for a permit required by the provisions of §§ 119.73 through 119.83, the City Secretary shall deliver such application to the Chief of Police. The Chief of Police shall then:

(1) Examine the application.

(2) Take and keep a record of the fingerprints of the applicant, and no permit shall be issued until the applicant complies with this requirement.

(3) Require a personal demonstration by the applicant that he is able safely to operate a taxicab within the city. In this connection, the Chief of Police, if he deems it necessary, may require that applicant furnish a certificate from a reputable optometrist or oculist, stating from an eye examination within the past six months the condition of applicant's vision.

(B) The Chief of Police shall then report and recommend to the City Secretary that the application be granted or rejected.

('68 Code, § 35-70) (Ord. 212, passed 12-18-45)

§ 119.77 DURATION OF CONSIDERATION.

Within ten days from the date of the filing of an application for a permit, the City Secretary shall either issue or deny such permit.

('68 Code, § 35-71) (Ord. 212, passed 12-18-45)

§ 119.78 ISSUANCE OR DENIAL.

After receiving the report and recommendation of the Chief of Police, the City Secretary, if satisfied that the applicant is able to operate a taxicab within the city without danger to the safety, health, or welfare of the city, shall issue a permit therefor to the applicant. If not satisfied that the applicant can operate such a taxicab without danger to the health, safety, and welfare of the city, then the application shall be refused.

('68 Code, § 35-72) (Ord. 212, passed 12-18-45)

§ 119.79 DURATION OF PERMIT.

All permits issued under the provisions of §§ 119.73 through 119.83 shall be valid for a period of one year from date of issuance and shall not be transferable, but it shall be lawful for the holder of a permit to use the same permit in the event of a change of employment from one operator or owner to another.

('68 Code, § 35-73) (Ord. 212, passed 12-18-45)

§ 119.80 RENEWAL.

Every permit issued under the provisions of §§ 119.73 through 119.83 may be renewed by the holder thereof upon proper application therefor to the City Secretary and the payment of a \$10 renewal fee. ('68 Code, § 35-74) (Ord. 212, passed 12-18-45; Am. Ord. 1782, passed 3-20-95)

§ 119.81 REGISTER.

The City Secretary shall keep a careful and accurate list or register of all permits issued under the provisions of §§ 119.73 through 119.83 including the name and address of the person to whom such permit was issued.

('68 Code, § 35-75) (Ord. 212, passed 12-18-45)

§ 119.82 DISPLAY.

Every person to whom a permit is issued under the provisions of §§ 119.73 through 119.83 shall keep such permit affixed and prominently displayed in the passenger section of the taxicab driven by such permittee.

('68 Code, § 35-76) (Ord. 212, passed 12-18-45)

Penalty, see § 119.99

§ 119.83 SUSPENSION; REVOCATION; CANCELLATION.

Every permit issued under the provisions of §§ 119.73 through 119.83 may be suspended, revoked, or cancelled for the violation by the permittee of any applicable provision of this code, state law, or city ordinance, rule, or regulation.

('68 Code, § 35-77) (Ord. 212, passed 12-18-45)

§ 119.99 PENALTY.

(A) Any person who violates any provision of this chapter for which no penalty is otherwise provided shall be subject to the penalty provided in § 10.99.

(B) (1) Whenever any licensee of a taxicab license issued under the provisions of this chapter is found by the chief of police to have violated in the operation of any taxicab any provision of this code or any other ordinance of the city or any law of the state, the Chief of Police shall administratively impose, by written notice filed with the City Secretary and the Director of Finance, the following penalties:

(a) First violation: a fine of \$100 payable to the Director of Finance.

(b) Second violation: a fine of \$100 payable to the Director of Finance.

(c) Third violation: suspension of taxicab license for 90 days.

(d) Fourth and subsequent violation: cancellation of license.

(2) The administrative penalties provided for above shall be cumulative of and in addition to any other punishment that may be imposed for such violation of any provision of this code or any other ordinance of the city, or any law of the state.
(Ord. 1782, passed 3-20-95)

