

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, NOVEMBER 1ST, 2010, 6:00 P.M.
MUNICIPAL COURT ROOM

FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.

AGENDA FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the October 18th, 2010 Council Minutes.
Pg. 1056-1060
5. Attending citizens and their business.
6. Consideration of setting a new bid date for landscaping, grounds care and mowing services for portions of the City's right-of-ways and parks areas. Pg. 1061-1063
7. Consideration of setting a date for a joint public hearing to consider amendments to the Zoning Code, Section 155.064 of the Code of Ordinances. Pg. 1064
8. Consideration of authorizing the City Manger to expend marina development funds to complete the marina boardwalk and beautification plans.

Work Session:

- A. Discussion regarding signing WEBQA Service Agreement for processing the building, code enforcement and inspection activities for the City. Pg. 1065-1066
- B. Update regarding the Freeport Marina.
- C. Discussion regarding potential development on A0033 S. F. Austin, Tract 2A Acres 7,800 Freeport and A0103 M. B. Nuchols, Tract 2D, Acres 5,200. Pg. 1067-1069

Adjourn

NOTE: ITEMS NOT NECESSARY DISCUSSED IN THE ORDER THEY APPEAR ON THE AGENDA. THE COUNCIL, AT ITS DISCRETION, MAY TAKE ACTION ON ANY OR ALL OF THE ITEMS AS LISTED.

This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code). In compliance with the 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 to the meetings. Please contact the City Secretary office at 979-233-3526.

I, Delia Muñoz, City Secretary, for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 W. 2nd Street, Freeport, Texas, October 29th, 2010 at or before 5:00 p.m.

Delia Munoz/City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport, Texas

BE IT REMEMBERED, that the City Council of the City of Freeport, met on Monday, October 20th, 2010 at 6:01 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

City Council: Larry L. McDonald
 Michelle Kent
 Fred Bolton
 Nicole Mireles
 Norma M. Garcia

Planning Commission: Diane Williams
 Ed Garcia

Staff: Wallace Shaw, City Attorney
 Delia Munoz, City Secretary
 Gilbert Arispe, Administrative Asst.
 Nat Hickey, Property Manager
 Tyrone Morrow, Chief of Police
 Brain Davis, Fire Chief
 Gary Pohl, Marshal
 Larry Fansher, Parks Director
 Melissa Farmer, Building & Code Secretary
 Kola Olayiwola, Building Inspector

Visitors:	Louie Jones	David Jones
	Dianne Jones	Annette Sanford
	Scott Von Rein	Sandra Leavey
	Glen Jones	Jason Fabre
	Rosa McDonald	Paul Kellie
	Manning Rollerson	Lila Lloyd
	Eric Hayes	Loren Hayes
	Sandra Wood Wicke	Sam Reyna
	Jim Pirrung	Dorothy Pirrung
	Clan Cameron	Louis Barrientes
Lila Diehl	Kola Olayiwola	

Call to Order.

Mayor McDonald opened the meeting at 6:01 p.m.

Invocation.

City Attorney Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of approving the October 4th, 2010 Council Minutes.

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting "aye", Council unanimously approved the October 4th, 2010 Council Minutes.

Attending citizens and their business.

Manning Rollerson stated that he was arrested and beat up by Officer Bryant and suffered crack ribs, and injured his throat. He is requesting Chief Morrow be investigated because of a threat made to him.

Loren Hayes of 1531 W. Seconded asked why Damian & Associates were surveying across the street. The area was reserved for a park that was given back to the City from the Cradle of Texas. Councilman Bolton said he wasn't sure but thought they were surveying for a developer.

Public Hearing: A public hearing regarding Chapter 370.002 of the Local Government Code and Division (A) of Section 130.99 of the Code of Ordinance of said City to review the juvenile curfew ordinance of said City.

Mayor McDonald opened the Public Hearing at 6:12 p.m. Chief Morrow recommended changes to the juvenile curfew because the Brazosport High School classes start at 7:30 a.m.

There being no further comments or questions, Mayor McDonald closed the Public Hearing at 6:19 p.m.

Consideration of approving Ordinance No. 2010-2264 amending Chapter 130 of the Code of Ordinances of said City, providing a curfew for minors.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all voting "aye", Council unanimously approved Ordinance No. 2010-2264 amending Chapter 130 of the Code of Ordinances of said City, providing a curfew for minors.

Joint Public Hearing: To discuss amending Section 155.023 Supplementary District Regulation and Exception (I) Parking and off-street loading areas and restoring item (10) back in the Code of Ordinances as originally written.

No Quorum.

On a motion by Councilman Bolton, seconded by Councilwoman Kent, with all present voting “aye”, Council unanimously approved to reagendaed the Joint Public Hearing, due to a lack of a quorum of the Planning Commission.

Consideration of approving Ordinance No. 2010-2265 amending the Code of Ordinances if said City to restore item (10) to division (I) of Section 155.023 of said requirements for the paving of any off – street vehicular parking area, surface drive or driveway within said City.

On a motion by Councilman Bolton, seconded by Councilwoman Kent, with all present voting “aye”, Council unanimously approved to reagendaed this item.

Consideration of setting November 15th, 2010 for a public hearing to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner(s) thereof granting a tax abatement and instructing the City Attorney to prepare the necessary documents; Block 633, Lot 21 & 22, Velasco Townsite, Norma and Julio Molina, 821 North Ave. C., Freeport, Texas.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all voting “aye”, Council unanimously approved November 15th, 2010 for a public hearing to consider designating the following described real property located within the corporate boundaries of the City as a reinvestment zone for the purpose of entering into an agreement with the owner(s) thereof granting a tax abatement and instructing the City Attorney to prepare the necessary documents; Block 633, Lot 21 & 22, Velasco Townsite, Norma and Julio Molina, 821 North Ave. C., Freeport, Texas.

Consideration of approving Ordinance No. 2210-2266 granting a Specific Use Permit to Capital Telecom to erect and operate 120 foot communication antennae on a 50 foot by 50 foot, parcel of land out of Lot I, Freeport Properties Subdivision, known as 1744 W. 4th Street.

Louie Jones said the communication tower would be installed in a commercial area. He asked Council to vote for progress and modernization.

Eric Hayes submitted a petition with 110 signatures of residents in Ward B that are opposed to the communication tower. They are against the location of the tower. He asked Council to represent the residents and to oppose the communication tower. He asked if they could look for another suitable area.

Sandra W. Wicke stated that residents are not against the communication tower but oppose the location. She asked Council not to approve a specific use permit and to place a moratorium on towers. It makes no senses for the City to spend millions of dollars on beautification efforts then to allow communication towers.

Scott Von Rein representing Capital Telecom stated that this was the chosen location for the proposed tower. The Federal Government says that a jurisdiction can not make a determination on cell towers health and safety issues. He addressed Council on tower design codes and practices as they relate to the tower in Freeport.

Ed Garcia of the Planning Commission advised Council that the communication tower was unanimously approved by their committee. He stated that he had not received any opposition to the proposed tower from any adjacent neighbors. He asked Council to approve the Specific Use Permit to Capital Telecom.

Diana Jones a business owner on Gulf Boulevard said that she was involved with Eric Hayes in a lawsuit and knew him to be unethical. She asked Council to question the signatures on the petition.

David Jones a business owner said he had counted 18 tall poles in the City. The more tax money the City receives, more infrastructure is built.

Diane Williams said that technology is moving very fast. The Planning Commission met and did recommend the Specific Use Permit for the communication tower. Letters were send to any land located within two hundred (200) feet to all inhabitants and land owners of and in the City of Freeport.

Larry Fansher is not anti business, but feels that aesthetic is important, the City and Brazosport Independent School District has spent a lot of money on improving infrastructure. He asked the City to look at the design more and maybe another option could be considered if another location could not found.

Paula O'Quinn of 1523 W. Broad said that a lot of kids walked that property where the tower is to be erected.

Mayor McDonald stated that a 8 ft. fence could be erected around the tower.

On a motion by Councilwoman Mireles, seconded by Councilwoman Garcia, with all present voting 3 to 2, Council granted a Specific Use Permit to Capital Telecom to erect and operate 120 foot communication antennae on a 50 foot by 50 foot, parcel of land out of Lot 1, Freeport Properties Subdivision, known as 1744 W. 4th Street. Councilman Bolton and Councilwoman Kent opposed.

Consideration of authorizing the City Manager to sign the WEBQA Service Agreement for processing the building, code enforcement and inspection activities for the City.

On a motion by Councilman Bolton, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved to table this item to a work session.

Consideration of selling the City's interest on Block 183, Lot 7, Freeport Townsite, known as 1725 West 8th Street.

On a motion by Councilwoman Garcia, seconded by Councilwoman Nicole, with all present voting "aye", Council unanimously approved selling the City's interest on Block 183, Lot 7, Freeport, Townsite, known as 1725 West 8th Street.

Consideration of approving Resolution No. 2010-2247 notice of denial of CenterPoint's intent to increase rates submitted on or about June 30th, 2010.

On a motion by Councilman Bolton, seconded by Mayor McDonald, with all present voting 'aye", Council unanimously approved Resolution No. 2010-2247 to deny CenterPoint's intent to increase rates submitted on or about June 30th, 2010.

Consideration of setting November 9th, 2010 for a bid date for landscaping, grounds care and mowing services for portions of the City's right-of-ways and parks areas.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved November 9th, 2010 as a bid date for landscaping, grounds care and mowing services for portions of the City's right-of-ways and park areas.

Mayor McDonald opened the Work Session at 7:40 p.m.

Work Session:

Update regarding the Gulf Boulevard Motel, 119 South Gulf Boulevard, Freeport Texas.

Gilbert Arispe reported that as of October 15th, 2010 demolish date on the motel expired. The Veterans of Foreign Wars Post 4341, 108 South S. Ave. D. is negotiating to buy the (119 South Gulf Blvd) property. Louis Barrientes, Quarter Master with the VFW # 4341 reported that an earnest money contract was signed and December 1, 2010 was the deadline to get a clear title and deed of the property. He also reported that they are also in the process of building a new facility on the property on South Ave. D.

Adjourn

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting "aye", the meeting adjourned at 7:49 p.m.

Mayor Larry L. McDonald

Delia Munoz-City Secretary

INTEROFFICE MEMORANDUM

TO: JEFF PYNES, CITY MANAGER
FROM: LARRY FANSHER, PARKS DEPARTMENT
SUBJECT: SEEKING APPROVAL TO GO OUT FOR BIDS AND SET A BID DATE FOR
LANDSCAPE, GROUNDS CARE & MOWING CONTRACT SERVICES
DATE: 10/27/2010

I am recommending the city reset the bid date for landscaping, grounds care and mowing services for portions of the city's right-of-ways and parks areas to give more vendors an opportunity to bid. I suggest the new bid date of Monday, November 22, 2010 at 2:00 p.m. at city hall.

We have budgeted funds in this year's budget year to cover the cost of these services.

Thank you for your consideration.

CITY OF FREEPORT

November 1, 2010

NOTICE TO BIDDERS

Notice is hereby given that the City of Freeport will receive sealed bids for the following items:

Contract Mowing, Grounds Care, Flowerbed Maintenance

Bids will be received until 2:00 P.M., MONDAY, November 22, 2010 at which time they will be publicly opened and read. The bid award will be made at a regularly scheduled meeting of the City of Freeport City Council. Bid information and specifications may be obtained from the City of Freeport Secretary's office at City Hall.

A pre-bid conference will be held at 10:00 A.M., Tuesday, November 16, 2010 at the Freeport Parks Department, Visitor Center located at 500 Brazosport Blvd, Freeport, Texas.

All bids will be marked "SEALED BID – "CONTRACT GROUNDS CARE", on the outside of a completely sealed envelope and submitted to the City Secretary, 200 W. 2nd St., Freeport, Texas 77541.

The contract will be awarded to the LOWEST RESPONSIBLE BIDDER OR to the BIDDER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

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

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to said Board and payable to the order of said City, OR an ACCEPTABLE BID BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total bid or \$1,000.00, whichever is less, must accompany the bid as guarantee that if awarded the bid the bidder will enter into a contract with said City covering the mowing, grounds care and flowerbed maintenance within ten (10) days from the date the bid is awarded by the City Council.

Delia Munoz
City of Freeport
200 W. 2nd St.
Freeport, Texas 77541
979/233-3526

ADS RUN NOVEMBER 6, 2010 & NOVEMBER 13, 2010
PRE-BID MEETING TUESDAY NOVEMBER 16TH, 2010
BID OPEN MONDAY, NOVEMBER 22ND, 2010

BID INVITATION

CITY SECRETARY'S OFFICE

City of Freeport
200 W. 2nd St.
Freeport, Tx. 77541
(979) 233-3526

ITEM(S) OUT FOR BID:

CONTRACT "GROUNDS CARE"

DATE:

November 1, 2010

BID NAME:

CONTRACT GROUNDS CARE

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until **2:00 p.m., Monday, November 22, 2010** at the Conference Room, Freeport City Hall, Freeport, Tx. 77541, at which time they will be publicly opened and read.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City, however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the City Secretary, City of Freeport, 200 W. 2nd St., Freeport, Tx. 77541. **NO BID WILL BE ACCEPTED VIA FAX.**
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Freeport, Texas, delivered to the floor of the location indicated.
5. The City of Freeport, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Freeport, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Freeport, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Freeport, Texas, throughout any contract period.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The City of Freeport assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Freeport Secretary.
11. Any attempt to negotiate on the contents of this bid with the City of Freeport or its representatives prior to award may be grounds for disqualification.
12. The conditions and terms of this bid will be considered when evaluating for award.
13. The City of Freeport, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at anytime prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Freeport City Manager.

Discuss/consider amendment to Section 155.064 of the Code of Ordinance book, Zoning Ordinance Amendments.

Mr. Wallace Shaw discussed the amendments to Section 155.064 with the Planning Commission.

He suggested that Division (A) should be amended to add a new Item (4) to read as follows:

“(4) Preliminary review by the Planning Commission. An application filed by one or more land owners and accompanying data shall be submitted to the Planning Commission for review. If a majority of the Planning Commission is of the opinion that such application merits a public hearing, on motion duly made and seconded, determine whether a request shall be made to the City Council to call a joint public hearing.”

Amend Division (B), Item (1) to read as follows:

“(1) At the request of the Planning Commission, the City Council may call a joint public hearing of the City Council and the Planning Commission to consider an amendment initiated by the Planning Commission or by an application of one or more land owners of property affected by the amendment. The City Council shall call a joint public hearing of the City Council and the Planning Commission to consider any amendment initiated by the City Council.”

Amend Division (B), Item (3) to read as follows:

“Action of the Planning Commission at conclusion of hearing. At the conclusion of the joint public hearing, the Planning Commission shall deliberate and then, upon motion and second, determine by majority vote whether to recommend or not recommend to the City Council the adoption of an amendment which was the subject of such hearing. This recommendation shall be entered upon the minutes of the Planning Commission and communicated to the City Council by the filing of a copy of such minutes with the City Secretary. Provided, however, if the City Council is still in session, such recommendation may be communicated to the City Council by the Chair of the Planning Commission and acted upon by the City Council as provided in Division (C) of this section at that time.”

The City Attorney also suggested that a new Item (4) be added to Division (C) to read as follows:

“(4) No amendment adopted by the City Council shall be effective unless and until an ordinance embodying such amendment has been adopted by the City Council. Provided, however, the voting requirements specified in Item (2) of this Division shall apply to the adoption of such ordinance.”

Mr. Tobey Davenport made a motion to send the amendments to Section 155.064, of the Code of Ordinance book, Zoning Ordinance Amendments to City Council, seconded by Mr. Edward Garcia, unanimous vote for approval.

Adjourn.

Mr. Tobey Davenport made a motion to adjourn, seconded by Mr. Edward Garcia, unanimous vote for approval. Meeting was adjourned at 6:35 P.M.

These minutes read and approved this _____ day of _____, 2010.

Diane Williams, Chairperson

WEBQA SERVICES AGREEMENT
For GovQA Services

THIS SERVICE AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and The City of Freeport, a city with its principal place of business at 200 W. 2nd Street Freeport, TX 77541 ("Customer") is made effective as of October 1, 2010 ("Effective Date").

1. WEBQA DELIVERY OF SERVICES:

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the GovQA Service on the Authorized Website(s) identified in Schedule 1 in consideration of the fees and terms described in Schedule 1.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information. Confidential information is defined as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule 1, provide WEBQA with all information reasonably necessary to setup or establish the Service on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ANY CIRCUMSTANCE INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer Terminate without cause (defined as the failure of WEBQA to meet its obligations set forth in Section 3) after the first date of the term as defined in Schedule 1, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. WebQA may terminate services if payments are not received by WebQA as specified in Schedule 1 at which time all monies associated to the current term will become immediately due.

Upon any termination, WebQA will discontinue Services under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

To the extent permitted by law, each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The parties agree that any suit or proceeding, under, in connection with or arising out of this Agreement shall be instituted only in a court located in Brazoria County, Texas (if a state proceeding) or in the Southern District of Texas, Galveston Division (if a federal proceeding).

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

10. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: The City of Freeport

Signature: _____
Print Name: _____
Title: _____ Date: _____

WebQA Inc.

Signature: _____
Print Name: John Dilenschneider
Title: CEO Date: _____

WEBQA SERVICES AGREEMENT

For GovQA Services

Schedule 1

A. Services: Software: GovQA
Seats: Unlimited Seats
Data: All Customer Data is Owned By Customer

B. Fees: Main Modules: At a Locked-In subscription cost per month for term of \$150

- | | |
|---|---|
| <input type="checkbox"/> Code Enforcement | <input type="checkbox"/> Contractor Registration Module |
| <input type="checkbox"/> Permits and Inspection | <input type="checkbox"/> Web-portal |
| <input type="checkbox"/> Planning | <input type="checkbox"/> Full Reporting |
| <input type="checkbox"/> All Service Upgrades | |

Implementation and Training: At a Locked-In cost of \$2,500

- One-time setup and load of 25 case types into system
- One time setup and load of 15 document templates into system
- 4 Online Training sessions – to be used at client’s discretion
- 1 Follow up refresher training session
- 0 Day(s) of On-Site Training
- One-time property address database import
- One-time legacy data conversion (Freeport will provide data to WebQA as CSV file)

Storage:

- 10 GB storage free with service. Additional 10GB is \$20/month

C. Terms: **Annual Billable Term Starting: October 1, 2010 Ending: September 30, 2011** Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent. Customer will hold a kickoff meeting to launch implementation no later than 30 days from contract start date.

D. Billing: Fees are exclusive of all taxes. Fees are billed on an annual basis in advance and are due upon receipt of invoice. This secures site, servers and resources necessary to begin project.

Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month

E. Remittance: All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is:
Accounts Receivable Dept.,

WebQA Inc,
900 S. Frontage Road, Suite 110
Woodridge, IL 60517

F. Special: No special implementation or customization at this time.

G. Contacts:

Organization Name _____

Main Contact Name: _____ Title: _____

Address: _____ City _____ State: _____ Zip: _____

Work Phone: _____ Cell _____ Fax: _____

Billing Contact Name: _____

Title: _____ City _____ State: _____ Zip: _____

Address: _____ Fax: _____

Work Phone: _____ Cell _____ Duns Number: _____

Purchase Order Number: _____



Parcels (tax)	
TAXID	0103-0001-180
LEGAL DESCRIPTION	A0103 M B NUCHOLS, TRACT 2D, ACRES 5.200
SITUS NUMBER	
SITUS STREET NAME	
OWNER NAME	CRADLE OF TX CONSERVANCY
MAILING ADDRESS	121 HICKORY ST, LAKE JACKSON, TX 77566-5643
PROPERTY	<u>R158412</u>
SHAPE_AREA	230128.581472
SITUS_ADDR	

Parcels (tax)	
TAXID	0033-0001-190
LEGAL DESCRIPTION	A0033 S F AUSTIN, TRACT 2A, ACRES 7.800, FREEPORT
SITUS NUMBER	
SITUS STREET NAME	W 2ND ST
OWNER NAME	CRADLE OF TX CONSERVANCY
MAILING ADDRESS	121 HICKORY ST, LAKE JACKSON, TX 77566-5643
PROPERTY	<u>R151756</u>
SHAPE_AREA	301739.987303
SITUS_ADDR	W 2ND ST