

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, NOVEMBER 3, 2008 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.

AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the October 20th, 2008 Council Minutes.
(Pg. 1455- 1459)
5. Attending Citizens and Their Business.
6. Consideration of the approval of appointing a qualified person to the Board of Adjustment. (Pg. 1460)
7. Consideration of the approval of appointing a qualified person to the Brazosport Water Authority.
8. Consideration of the approval of abating liens on Block 25, Lot 5, 6, Freeport Townsite. (Pg. 1461)
9. Discuss and consider the temporary adjustment of salary of Chief of Police.
10. Consideration of any action to be taken as a result of the Executive Session.

Executive Session

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:

A. City Manager

Section 551.071, Government Code:

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

A. Claim of Gary Beverly for severance pay (Pg. 1462-1478)

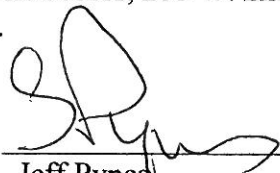
Adjourn

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, Jeff Pynes, Acting City Manager, 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 October 30, 2008, at or before 5:00 p.m.



Jeff Pynes
Acting City Manager

State of Texas

Brazoria County

City of Freeport

BE IT REMEMBERED, that the City of Freeport, met in a regular meeting on Monday, October 20, 2008 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 items:

City Council:

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

Staff:

Gary Beverly, City Manager
Wallace Shaw, City Attorney
Delia Munoz, City Secretary
Nat Hickey, Property Manager
Larry Fansher, Park Director
Mary Stotler, Main Street Director
John Stanford, Fire Chief
Jeff Pynes, Police Chief
Bob Welch, Finance Director
Gus Flores, Police Capt.
Allan Lawson, Police Lieutenant
Minnett Asley, Human Resources

Visitors:

Tan Tarver	Robert Leffingwell
Richard Rangel	Carol Rangel
Jim McEntire	V. L. Scott
Susie Wise	Rosa McDonald
Bobby Casale	Patrick Gore
Wright Gore, III	Raul Ramirez
Nathaniel Lukefahr	Michael Morris
Hunter Sauls	Grady Pennington
Fred Bolton	Loni Kershaw
Manning Rollerson	Michell Kent
Gilbert Arispe	Paul LaChance
Cele Damian	Rene Damian
Louie Jones	Mary Darnell

Dorothy Pirrung	Jim Pirrung
Glenda Fansher	Dell Phillips
Diane Williams	Pixie Floyd
John Smith, II	Roddy Mohler
Barbara Mohler	Jerry Meeks
Sandra Barnett	James Barnett
Sandra Leavey	Fai Demain
Sandra Barbree	Lila Lloyd
Stanley Burke	Tobey Davenport
Joyce Adkins	Jim Adkins
Kenny Kouches	Mike Jones
Brenda Laird	Roy Yates
Larry Shaefer	Judy Shaefer
Carlos Martinez	Alonzo Martinez
Yvette Ruiz	Melanie Oldham
B. R. Williams	Lucky Gilbert
Chris Moore	Bobby Davis
Loren Hayes	Eric Hayes
Lila Diehl	Eileen Koenig
Shirley Theriot	Bill Demain
Annette Sanford	Mark Sanford

Call to Order.

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

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of the approval of the October 6th & October 8th, 2008 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the October 6th & October 8th, 2008 Council Minutes.

Attending Citizens and Their Business.

Dell Phillips of 1322 W. 11th Street discussed at length her displeasure with the Mayor and the Council's agenda of destruction.

Stoney Burke of 1843 W. 11th Street, lives close to the Central Lift Station and complained about the smell. He submitted a signed petition with approximately 200

names, to the City Secretary and Council, the need to repair the Central Lift Station immediately.

Manning Rollerson stated his support for Gary Beverly.

Jim McEntire, 1747 W. 9th Street, also stated that Freeport was the laughing stock of the county. He has been trying to clean his neighbor's property with no success.

Sandra Barbree, 1502 North Ave. R., said she closed her business and planned to move, but decided to stay and see the City come back. Also stated that she supported Gary Beverly.

Lila Lloyd, 1620 North Ave. T., talked about a conflict of interest among the council members. She saw copies of their campaign treasures report and asked how they could be financed by someone who is suing the City. She reminded them of the Oath of Office they were sworn to.

Gloria Molina works at Palacios Mexican Restaurant, # 2 South Gulf Boulevard asks when the parking lot would be repaired. It used to be concrete and had not been repaired. Mayor McDonald asked her to meet with him after the meeting.

Joyce Adkins, 102 North Ave. C. said that people have worked very hard to elect this Council and that she is very proud.

Bobby Casale, 332 Huckleberry Dr, Lake Jackson said that he feels very comfortable and at ease with the present council. He commended the Council and stated that he had not heard or any complaints or issues. The City has very capable people running the City.

Jim Adkins, 102 North Ave. C., stated that Mayor McDonald had been elected twice.

Annett Sanford, 510 W. Broad, said she lives next to a depilated house and said that taxes were being paid, still she supported the Council.

Consideration of the approval of Resolution No. 2008-2185 appointing Loren Stuart Hayes to the Board of Adjustment of the City.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 4 to 1, Council approved Resolution No. 2008-2185 appointing Loren Stuart Hayes to the Board of Adjustment of the City. Councilwoman Garcia opposed.

Consideration of the approval of an administrative appeal from Sonic Drive In, requesting a variance under the Sign Ordinance, Chapter 113.07 to install a changeable electronic variable message sign 50" x 94".

On a motion by Councilman Saccomanno, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved a request from Sonic Drive In, to install a changeable electronic variable message sign 50" x 94".

Public Hearing: The reinstatement or termination of the employment of Gary Beverly as City Manager.

Mayor McDonald opened the public hearing at 6:47 p.m.

Gary Beverly spoke on his behalf, on his pride and his contribution to the City as City Manager.

John Smith III, Jim McEntire, Pixie Floyd, Minnett Hanna, Lila Lloyd, and Sandra Leavey all spoke in support of Gary Beverly.

There being no further comments from the audience, Mayor McDonald closed the public hearing at 7:06 p.m.

Consideration of the approval of reinstating or terminating the employment of Gary Beverly as City Manager.

On a motion by Councilman Saccomanno, seconded by Councilwoman Garcia, with all present voting 2 to 3, Council failed the motion to reinstate the employment of Gary Beverly as City Manager. Councilman Wise, Councilman Cameron, and Mayor McDonald opposed.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 3 to 2, Council approved the motion to terminate the employment of Gary Beverly as City Manager. Councilman Saccomanno and Councilwoman Garcia opposed.

Consideration of the approval of an Acting City Manager if the employment of Gary Beverly as City Manager is terminated under item # 9.

On a motion by Councilman Wise, seconded by Mayor McDonald, with all present voting 3 to 2, Council approved Chief Jeff Pynes as Acting City Manager of the City of Freeport. Councilman Saccomanno and Councilwoman Garcia opposed.

If the employment of Gary Beverly as City Manager is terminated under Item # 9 and an Acting City Manger is not appointed under item # 10, discuss and consider confirming the written designation of Mary Stotler as the qualified employee of the City who will perform the duties of the City Manager until an Acting City Manager is appointed by the City Council.

No action taken.

Any other action to be taken as a result of Executive Session.

No action taken

Work Session:

Discussion regarding Rehabilitation of Central Lift Station.

Jerry Meeks of Veolia Water discussed the Rehabilitation of the Central Lift Station, presented Council with photos of the inside walls and ceiling of the central lift station. He presented Council with letters to Mercer Construction on scope of work to be done at the lift station and drawing of the station. The cost associated with the repairs:

- Present pump repairs (3 pumps) \$12,478.48 other two will be sent in later
- Fencing \$11, 575.00
- Bypass Pump Rental monthly estimate of \$13,200.00
- Mercer cost for repairs estimated between \$150,000.00 to \$160,000.00

Rene Damian was asked to provide a scope of work for the project. Mr. Damian said it would take 6 to 8 weeks.

Mayor McDonald closed the Work Session and opened the Executive Session at 8:15 p.m.

Executive Session

Section 551.071, Government Code:

Consultation with City Attorney concerning pending or contemplated litigation, settlements offers or other matter in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit;

- A. Response to Public Information Request
- B. Economic Development Corporation

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:

- A. City Manager

Mayor McDonald reconvened the open session at 9:09 p.m.

Adjourn

On a motion by Councilman Saccomanno, seconded by Councilman Wise, with all present voting "aye", the meeting was adjourned at 9:09 p.m.

Delia Munoz
City Secretary

Larry McDonald
Mayor



Please return to the
City Secretary:

200 West 2nd St
Freeport, TX 77541
Phone: 979.233.3526
Fax: 979.233.8867
dmunoz@freeport.tx.us

Boards and Commissions Application

Name: Raul Ramirez

Address: 614 N. Ave B

Home Phone: (979) 233-4862 Alternate Phone () _____

Email (optional): _____

Do you live inside the City Limits? Yes No If yes, for how long? _____

Do you live in the Extra Territorial Jurisdiction? Yes No

Are you registered to vote in Brazoria County? Yes No

Please indicate by rank which Board or Commission you wish to serve on by placing your 1st through 3rd choice in the appropriate box.

	Planning Commission
	Main Street Board
1	Board of Adjustments
	Urban Renewal Board
	Senior Citizens Committee

	Library Board
	Beautification/Parks & Recreation
	Historical Commission
	Economic Development
	Charter Review

The City Council will make appointments to the Boards and Commissions. This application will be given to them for review. Please explain why you wish to serve, and what you consider to be your qualifications.

Have been the Board before and would like to
be placed back on.

Signature Raul Ramirez Date: 10-23-08

Step 1: Fill Out this Application.

Step 2: Attach a cover letter or resume if you would like.

Step 3: Mail the application and any other related information to the City Secretary, or fax: (979) 233-8867.

If you have any questions about the process or about a particular board or commission, please call Delia Munoz at (979) 233-3526.



200 West 2nd Street • Freeport, TX 77541-5773
 (979) 233-3526 • Fax: (979) 233-8867 • www.freeport.tx.us

**PROPERTY MANAGEMENT
MEMO**

August 13, 2008

B25
24

COPY

Teresa Freudensprung
 Stewart Title Co.
 2513 N Velasco
 Angleton Tx

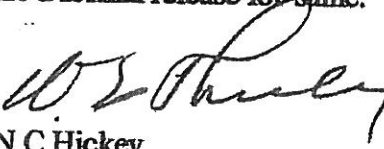
re: Lots 5, 6, Block 25, Freeport Townsite
 Tax ID 4200-0318-000 - Lot 5
 Tax ID 4200-0319-000 - Lot 6
 Your GF #08508193

Hi Teresa -

In accordance with your request of August 12, 2008, payoff on the above referenced liens is as follows:

Lot 5, Block 25, 219 East 7th Street	\$419.68
Lot 6, Block 25, 223 East 7th Street	\$419.68
Total	\$839.36

This payoff includes penalty and interest, calculated through August 31, 2008. Upon receipt of your check in the amount of \$839.36 we will provide a formal release for same.


 N C Hickey
 Property Manager

/s

TERMINATION CALCULATION - GARY BEVERLY				GARY	MINETTE	NORMAL EMPLOYEE
REGULAR PAY DUE:	FROM	TO	HOURS	HOURS	HOURS	
10/16/2008			24	40		40
VACATION DUE:						
INCODE SYSTEM AMOUNT		10/20/2008	144	144		
		09/09/2004	30	30		
		03/06/2008	85	85		
		10/06/2008	40	40		
	03/02/2008	10/15/2008	78.37	78.37		
	10/16/2008	10/20/2008	1.38	1.38		
HURRICANE IKE						40
REGULARY EMPLOYEE						120
TOTAL VACATION HOURS			378.75	378.75		160
SICK EARNED:						
	03/01/2001	03/01/2008	840	840		
	03/02/2008	10/15/2008	78.37	78.37		
	10/16/2008	10/20/2008	1.38	1.38		
UNUSED SICK TIME			-67.5	-67.5		
TOTAL SICK TIME			852.25	852.25		
REGULAR EMPLOYEE						80
TOTAL SICK EARENEED			852.25	852.25		80
FLOATING HOLIDAY			0	8		8
GRAND TOTALS			1255	1279		288
RATE			53.01	53.01		53.01
TOTAL AMOUNT			66527.55	67799.79		15266.88
LONEGIVITY EARNED			0	6.46		6.46
FLAT FEE DUE			45000	45000		45000
TOTAL AMOUNT DUE			111527.6	112806.3		60273.34

THE STATE OF TEXAS X
 X
COUNTY OF BRAZORIA X

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 22nd day of January, 2008, by and between the CITY OF FREEPORT, TEXAS, a municipal corporation hereinafter called "CITY", and GARY BEVERLY, hereinafter called "EMPLOYEE",

WITNESSETH:

WHEREAS, the CITY desires to employ the services of the EMPLOYEE as City Manager as provided by Section 4.01 of the Home Rule Charter of the CITY; and,

WHEREAS, it is the desire of the governing body of the CITY, hereinafter "the CITY COUNCIL", to (1) provide certain benefits, (2) establish certain conditions of employment and (3) set working conditions for the EMPLOYEE; and,

WHEREAS, it is the desire of the CITY COUNCIL to (1) secure and retain the services of the EMPLOYEE, and to provide inducement for the EMPLOYEE to remain in the employment of the CITY; (2) to make possible full work productivity by assuring the morale and peace of mind of the EMPLOYEE with respect to future employment security; and (3) to provide a just means for terminating the services of the EMPLOYEE at such time that the CITY or the EMPLOYEE may desire to terminate such employment; and,

WHEREAS, the EMPLOYEE desires to accept employment as the City Manager of the CITY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the CITY and the EMPLOYEE agree as follows:

Section 1 – Duties

The CITY hereby agrees to employ the EMPLOYEE as its City Manager to perform all functions and duties specified by the Charter and Ordinances of the CITY heretofore or hereafter adopted pursuant to the Constitution and Laws of the State of Texas and to perform such other legally permissible functions and duties as the CITY COUNCIL may from time to time assign to the EMPLOYEE.

Section 2 – Term

- A. The EMPLOYEE shall serve at the pleasure of the CITY COUNCIL and nothing herein shall be taken to imply or suggest a term of office or guaranteed tenure for the EMPLOYEE.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time the employment of the EMPLOYEE by the CITY, subject only to the provisions set forth in Section 4 hereof.

- C. The EMPLOYEE agrees to remain in the exclusive employ of the CITY and neither to accept other employment nor to become employed by any other employer until his employment with the CITY is terminated in the manner hereinafter provided.
- D. The term "employment" and "employed" shall not be construed to prevent the EMPLOYEE from engaging in occasional teaching, writing, consulting or to prevent the EMPLOYEE from engaging in private business activities that do not involve a conflict of interest with the CITY. Provided, however, such occasional or private business activities may only be done on Saturday, Sunday, a City Holiday, a vacation day taken by the EMPLOYEE or any other day if done at a time when the City Hall is not open for business or the CITY COUNCIL is not in session.

Section 3 – **Suspension and Termination**

- A. The CITY may suspend the EMPLOYEE with full pay and benefits at any time, but only if:
 - 1. A majority of the CITY COUNCIL and the EMPLOYEE agree; or,
 - 2. After a hearing of which the EMPLOYEE has at least ten (10) days prior written notice setting forth the reason(s) therefore, a majority of the CITY COUNCIL votes to suspend the EMPLOYEE for just cause. Provided, however, this hearing shall only be open to the public if requested by the EMPLOYEE at the time thereof.
- B. The City may suspend the EMPLOYEE without full pay and benefits at any time, but only if:
 - 1. A majority of the CITY COUNCIL and the EMPLOYEE agree; or,
 - 2. After a hearing of which the EMPLOYEE has at least ten (10) days prior written notice setting forth the reason(s) therefor, a majority of the CITY COUNCIL votes to suspend the EMPLOYEE for just cause. Provided, however, this hearing shall only be open to the public if requested by the EMPLOYEE at the time thereof. Provided further, in the event the EMPLOYEE is suspended without full pay and benefits for more than thirty (30) days, the EMPLOYEE, at the option of the EMPLOYEE and by written notice to the CITY COUNCIL, may treat such suspension as a termination, in which event the provision of Section 4 of this agreement shall apply.
- C. The CITY may terminate the employment of the EMPLOYEE by the CITY at any time, but only if:
 - 1. A majority of CITY COUNCIL and the EMPLOYEE agree; or,
 - 2. After a hearing of which the EMPLOYEE has at least ten (10) days prior written notice setting forth the reason(s) therefor, a majority of the CITY COUNCIL votes to terminate the EMPLOYEE, in which event the provision of Section 4 of this agreement shall apply. Provided, however, this hearing shall only be open to the public if requested by the EMPLOYEE at the time thereof.

Section 4 - Termination and Severance Pay

- A. In the event the CITY COUNCIL terminates the employment of the EMPLOYEE by the CITY, the CITY agrees to pay to the EMPLOYEE a lump sum cash payment of \$45,000 plus the value of all unused sick leave and vacation accrued to the date of termination. Provided, however, in the event the EMPLOYEE should be charged by indictment with any felony or is convicted of a misdemeanor involving moral turpitude, or if the employment of the EMPLOYEE with the CITY is terminated because of an intentional violation by the EMPLOYEE of the Home Rule Charter or ordinances the CITY or any other law, the CITY, at its option, shall have the right to terminate the employment of the EMPLOYEE without being obligated to pay the lump sum cash payment designated in this paragraph.
- B. In the event that the CITY COUNCIL at any time reduces the salary, compensation or other benefits of the EMPLOYEE in a greater percentage than an applicable or comparable across-the-board reduction for all other employees of the CITY, or in the event a majority of the CITY COUNCIL refuses to comply with any provision of this agreement benefiting the EMPLOYEE, or in the event the EMPLOYEE resigns following a suggestion, whether formal or informal, by a majority of the CITY COUNCIL that the EMPLOYEE resign, then and in that event the EMPLOYEE may, at the option of the EMPLOYEE, be deemed to have been terminated by the CITY COUNCIL.
- C. In the event the EMPLOYEE desires to voluntarily resign as City Manager, the EMPLOYEE shall give the CITY COUNCIL a minimum of thirty (30) days written notice in advance of any such resignation unless such notice is waived by a majority of the CITY COUNCIL. In the event the EMPLOYEE tenders his voluntary resignation, the CITY shall have no obligation to pay the lump sum cash payment designated in Paragraph A of this section.
- D. The terms of this agreement shall remain in full force and effect and hold over until the employment of the EMPLOYEE by the CITY has been terminated by the CITY COUNCIL as provided in Paragraph A of this section, the EMPLOYEE voluntarily resigns as provided in Paragraph C of this section or until a new agreement has been negotiated and entered into by the EMPLOYEE and the CITY COUNCIL.

Section 5 – Compensation and Other Payments

The CITY agrees to pay to the EMPLOYEE for the services of the EMPLOYEE rendered pursuant hereto as City Manager an annual base salary of One Hundred Ten Thousand Two Hundred Fifty and no/100 (\$110,250.00) dollars payable in installments at the same time as other employees of the CITY are paid. In addition, the CITY shall pay to the EMPLOYEE actual costs of moving the tangible personal property of the EMPLOYEE to Freeport, Texas, by a mover selected by the CITY.

Section 6 – Retirement Benefits

The EMPLOYEE shall be covered and governed by the same Texas Municipal Pg. 1465

Retirement System provisions as all other employees of the CITY.

Section 7 – Other Benefits

The provisions of the employment policies of the CITY applicable to health, accident insurance, life insurance, health reimbursement accounts, holidays, vacation, disability, sick leave, and longevity pay for other employees of the CITY shall apply to the EMPLOYEE to the extent the same are not in conflict with the provisions of this agreement. Provided, however, the CITY shall pay the cost of dependent health insurance coverage for the dependents of the EMPLOYEE.

Section 8 – Performance Evaluation

The CITY COUNCIL shall review and evaluate the performance of the EMPLOYEE annually. The CITY COUNCIL may but shall not be obligated to increase the base salary, or other benefits, or both, of the EMPLOYEE at the time of such annual review in such amounts and to such an extent as the CITY COUNCIL may in its sole discretion deem desirable so to do in light of the performance of the EMPLOYEE. Provided, however, the EMPLOYEE shall be entitled to share in any cost-of-living or across-the-board increases in salary, or other benefits, or both, given to all the employees of the CITY, and any increase in base salary, or other benefits, or both, given to the EMPLOYEE by the CITY COUNCIL pursuant to the first sentence of this section shall be in addition to any cost-of-living or across-the-board increases in salary, or other benefits, or both, given to all of the employees of the CITY

Section 9 – Hours of Work

It is recognized that the EMPLOYEE must devote a great deal of time outside of normal office hours to the business of the CITY, and to that end the EMPLOYEE will be allowed to take compensatory time off as the EMPLOYEE shall deem appropriate during normal office hours to the extent that it shall not interfere with the EMPLOYEE fulfilling the duties and obligations of his office.

Section 10 – Establishing Residence

The EMPLOYEE shall establish the domicile of EMPLOYEE and his spouse within the corporate limits of the CITY within eight (8) months of the execution date and mayor's signature of said agreement, and shall thereafter maintain such residence.

Section 11 – Professional Development

The EMPLOYEE shall be encouraged to engage in activities necessary to the professional development of the EMPLOYEE, but the number and cost of such activities shall be approved by a majority of the CITY COUNCIL.

Section 12 – General Expenses

The CITY recognized that certain expenses of a non-personal and generally job-affiliated nature will be incurred by the EMPLOYEE in the performance of the duties of the office of City Manager and agrees to reimburse the EMPLOYEE for such

expenses. Provided, however, any expenditure in excess of \$300.00 must have the prior approval and signature of the Mayor or approval of the majority of the CITY COUNCIL prior to reimbursement.

Section 13 – **Indemnification**

The CITY shall defend, save harmless and indemnify the EMPLOYEE against any tort, professional liability claim or demand of other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in performance of the duties of the EMPLOYEE as City Manager. Provided, however, the CITY shall not be obligated to make any payments prohibited by Section 102.002 of the Civil Practice and Remedies Code.

Section 14 – **Other terms and conditions of employment**

The CITY COUNCIL, in consultation with the EMPLOYEE, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Home Rule Charter or ordinances of the CITY or other law.

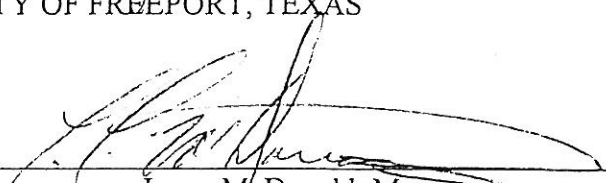
Section 15 – **General Provisions**

The text herein shall constitute the entire agreement between the parties. This agreement shall be binding upon and inure to the benefit of the heirs, executors and administrators of the EMPLOYEE. If any provision hereof is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect. The effective date hereof shall be the executed date signed below.

EXECUTED this 22nd day of January, 2008.

CITY OF FREEPORT, TEXAS

By




Larry McDonald, Mayor

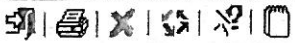
ATTEST:



Delia Munoz, City Secretary



Gary Beverly, Employee



Employee Number

Name

** Notes **

General | Deductions | Leave Rates | Base | Information | Comments | YTD | History | Rate Log

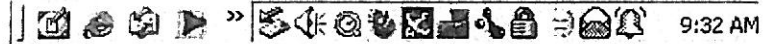
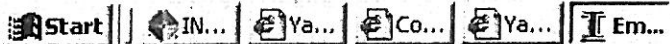
Rate Class

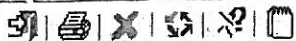
Annual Salary

	Hourly	Salary	Split	G/L Distribution		Description
RATE 1 REG	<input type="text" value="53.010"/>	<input type="text" value="4,240.80"/>	<input type="checkbox"/>	<input type="text" value="10"/>	<input type="text" value="410-100"/>	<input type="text" value="SALARIES/WAGES"/>
OT 1	<input type="text" value="0.000"/>		<input type="checkbox"/>			
OT 2	<input type="text" value="0.000"/>		<input type="checkbox"/>			
OT 3	<input type="text" value="0.000"/>		<input type="checkbox"/>			

Rate	Hourly	Salary	Overtime 1	Overtime 2	Overtime 3
Rate 1	53.010	4,240.80	0.000	0.000	0.000
Rate 2	0.000	0.00	0.000	0.000	0.000
Rate 3	0.000	0.00	0.000	0.000	0.000
Rate 4	0.000	0.00	0.000	0.000	0.000
Rate 5	0.000	0.00	0.000	0.000	0.000
Rate 6	0.000	0.00	0.000	0.000	0.000
Rate 7	0.000	0.00	0.000	0.000	0.000

Edit This Record





Employee Number

Name

** Notes **

General | Deductions | Leave | Rates Base | Information | Comments | YTD | History | Rate Log

Group
 Code
 Rate
 Hourly
 Hours
 Manual Amount
 Amount

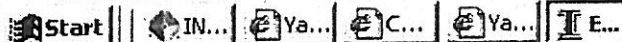
Account

 Project
 Description
 Start Date
 End Date

GP	Code	Description	Rate	Fund	Account	PJ	Line	Hourly	Hours	L	T	Amount
01	0	SALARY	1	10	410-100			0.00	80.00			4,240.80
01	LONG	LONGEVITY	1	10	410-175			0.00	00.00	*		12.92

Total

Edit This Record Additional Info



CODE: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/		BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008*	
		LVE-DT	LEAVE TYPE						BALANCE	AVAILABLE
01-1455	BEVERLY, GARY D	3/01/01	S-SICK LEA	0.00	787.50	67.50-	0.00	720.00	720.00	720.00

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*	
****	BALANCE FORWARD	****							0.00	0.00
S-SICK LEAVE	3/14/01	H		ACCRUAL		0.00				0.00
S-SICK LEAVE	3/14/01	H		1ST PPD EARNED		4.61				4.61
S-SICK LEAVE	3/28/01	H		ACCRUAL		4.61				9.22
S-SICK LEAVE	4/11/01	H		ACCRUAL		4.61				13.83
S-SICK LEAVE	4/25/01	H		ACCRUAL		4.61				18.44
S-SICK LEAVE	5/09/01	H		ACCRUAL		4.61				23.05
S-SICK LEAVE	5/23/01	H		ACCRUAL		4.61				27.66
S-SICK LEAVE	6/06/01	H		ACCRUAL		4.61				32.27
S-SICK LEAVE	6/20/01	H		ACCRUAL		4.61				36.88
S-SICK LEAVE	7/04/01	H		ACCRUAL		4.61				41.49
S-SICK LEAVE	7/18/01	H		ACCRUAL		4.61				46.10
S-SICK LEAVE	8/01/01	H		ACCRUAL		4.61				50.71
S-SICK LEAVE	8/15/01	H		ACCRUAL		4.61				55.32
S-SICK LEAVE	8/29/01	H		ACCRUAL		4.61				59.93
S-SICK LEAVE	9/12/01	H		ACCRUAL		4.61				64.54
S-SICK LEAVE	9/26/01	H		ACCRUAL		4.61				69.15
S-SICK LEAVE	10/10/01	H		ACCRUAL		4.61				73.76
S-SICK LEAVE	10/24/01	H		ACCRUAL		4.61				78.37
S-SICK LEAVE	11/07/01	H		ACCRUAL		4.61				82.98
S-SICK LEAVE	11/21/01	H		ACCRUAL		4.61				87.59
S-SICK LEAVE	12/05/01	H		ACCRUAL		4.61				92.20
S-SICK LEAVE	12/19/01	H		ACCRUAL		4.61				96.81
S-SICK LEAVE	1/02/02	H		ACCRUAL		4.61				101.42
S-SICK LEAVE	1/16/02	H		ACCRUAL		4.61				106.03
S-SICK LEAVE	1/30/02	H		ACCRUAL		4.61				110.64
S-SICK LEAVE	2/13/02	H		ACCRUAL		4.61				115.25
S-SICK LEAVE	2/27/02	H		ACCRUAL		4.61				119.86
S-SICK LEAVE	3/13/02	H		ACCRUAL		4.75				124.61
S-SICK LEAVE	3/27/02	H		ACCRUAL		4.61				129.22
S-SICK LEAVE	4/10/02	H		ACCRUAL		4.61				133.83
S-SICK LEAVE	4/24/02	H		ACCRUAL		4.61				138.44
S-SICK LEAVE	5/08/02	H		ACCRUAL		4.61				143.05
S-SICK LEAVE	5/22/02	H		ACCRUAL		4.61				147.66
S-SICK LEAVE	6/05/02	H		ACCRUAL		4.61				152.27
S-SICK LEAVE	6/19/02	H		ACCRUAL		4.61				156.88
S-SICK LEAVE	7/02/02	H		ACCRUAL		4.61				161.49
S-SICK LEAVE	7/17/02	H		ACCRUAL		4.61				166.10
S-SICK LEAVE	7/31/02	H		ACCRUAL		4.61				170.71
S-SICK LEAVE	8/14/02	H		ACCRUAL		4.61				175.32
S-SICK LEAVE	8/28/02	H		ACCRUAL		4.61				179.93
S-SICK LEAVE	9/11/02	H		ACCRUAL		4.61				184.54
S-SICK LEAVE	9/24/02	H		ACCRUAL		4.61				189.15

CODE: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
01-1455	BEVERLY, GARY D	(CONTINUED)							

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
S-SICK LEAVE	10/01/02	H		EOY CARRY-OVER	189.15				189.15
S-SICK LEAVE	10/09/02	H		ACCRUAL		4.61			193.76
S-SICK LEAVE	10/22/02	H		ACCRUAL		4.61			198.37
S-SICK LEAVE	11/06/02	H		ACCRUAL		4.61			202.98
S-SICK LEAVE	11/20/02	H		ACCRUAL		4.61			207.59
S-SICK LEAVE	12/04/02	H		ACCRUAL		4.61			212.20
S-SICK LEAVE	12/18/02	H		ACCRUAL		4.61			216.81
S-SICK LEAVE	1/01/03	H		ACCRUAL		4.61			221.42
S-SICK LEAVE	1/15/03	H		ACCRUAL		4.61			226.03
S-SICK LEAVE	1/29/03	H		ACCRUAL		4.61			230.64
S-SICK LEAVE	2/12/03	H		ACCRUAL		4.61			235.25
S-SICK LEAVE	2/26/03	H		ACCRUAL		4.61			239.86
S-SICK LEAVE	3/12/03	H		ACCRUAL		4.75			244.61
S-SICK LEAVE	3/26/03	H		ACCRUAL		4.61			249.22
S-SICK LEAVE	4/09/03	H		ACCRUAL		4.61			253.83
S-SICK LEAVE	4/23/03	H		ACCRUAL		4.61			258.44
S-SICK LEAVE	5/07/03	H		ACCRUAL		4.61			263.05
S-SICK LEAVE	5/21/03	H		ACCRUAL		4.61			267.66
S-SICK LEAVE	6/04/03	H		ACCRUAL		4.61			272.27
S-SICK LEAVE	6/04/03	H	999999				8.00-		264.27
S-SICK LEAVE	6/18/03	H		ACCRUAL		4.61			268.88
S-SICK LEAVE	7/02/03	H		ACCRUAL		4.61			273.49
S-SICK LEAVE	7/16/03	H		ACCRUAL		4.61			278.10
S-SICK LEAVE	7/30/03	H		ACCRUAL		4.61			282.71
S-SICK LEAVE	8/13/03	H		ACCRUAL		4.61			287.32
S-SICK LEAVE	8/27/03	H		ACCRUAL		4.61			291.93
S-SICK LEAVE	9/10/03	H		ACCRUAL		4.61			296.54
S-SICK LEAVE	9/24/03	H		ACCRUAL		4.61			301.15
S-SICK LEAVE	10/01/03	H		EOY CARRY-OVER	301.15				301.15
S-SICK LEAVE	10/08/03	H		ACCRUAL		4.61			305.76
S-SICK LEAVE	10/22/03	H		ACCRUAL		4.61			310.37
S-SICK LEAVE	11/05/03	H		ACCRUAL		4.61			314.98
S-SICK LEAVE	11/19/03	H		ACCRUAL		4.61			319.59
S-SICK LEAVE	12/03/03	H		ACCRUAL		4.61			324.20
S-SICK LEAVE	12/17/03	H		ACCRUAL		4.61			328.81
S-SICK LEAVE	12/31/03	H		ACCRUAL		4.61			333.42
S-SICK LEAVE	1/14/04	H		ACCRUAL		4.61			338.03
S-SICK LEAVE	1/28/04	H		ACCRUAL		4.61			342.64
S-SICK LEAVE	2/11/04	H		ACCRUAL		4.61			347.25
S-SICK LEAVE	2/25/04	H		ACCRUAL		4.61			351.86
S-SICK LEAVE	3/10/04	H		ACCRUAL		4.75			356.61
S-SICK LEAVE	3/24/04	H		ACCRUAL		4.61			361.22
S-SICK LEAVE	4/07/04	H		ACCRUAL		4.61			365.83
S-SICK LEAVE	4/21/04	H		ACCRUAL		4.61			370.44
S-SICK LEAVE	5/05/04	H		ACCRUAL		4.61			375.05

CODE: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
01-1455	BEVERLY, GARY D	(CONTINUED)							

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
S-SICK LEAVE	5/19/04	H		ACCRUAL		4.61			379.66
S-SICK LEAVE	6/02/04	H		ACCRUAL		4.61			384.27
S-SICK LEAVE	6/16/04	H		ACCRUAL		4.61			388.88
S-SICK LEAVE	6/30/04	H		ACCRUAL		4.61			393.49
S-SICK LEAVE	7/14/04	H		ACCRUAL		4.61			398.10
S-SICK LEAVE	7/28/04	H		ACCRUAL		4.61			402.71
S-SICK LEAVE	8/11/04	H		ACCRUAL		4.61			407.32
S-SICK LEAVE	8/25/04	H		ACCRUAL		4.61			411.93
S-SICK LEAVE	9/08/04	H		ACCRUAL		4.61			416.54
S-SICK LEAVE	9/22/04	H		ACCRUAL		4.61			421.15
S-SICK LEAVE	10/01/04	H		EOY CARRY-OVER	421.15				421.15
S-SICK LEAVE	10/06/04	H		ACCRUAL		4.61			425.76
S-SICK LEAVE	10/20/04	H		ACCRUAL		4.61			430.37
S-SICK LEAVE	11/03/04	H		ACCRUAL		4.61			434.98
S-SICK LEAVE	11/03/04	H	999999				8.00-		426.98
S-SICK LEAVE	11/17/04	H		ACCRUAL		4.61			431.59
S-SICK LEAVE	12/01/04	H		ACCRUAL		4.61			436.20
S-SICK LEAVE	12/15/04	H		ACCRUAL		4.61			440.81
S-SICK LEAVE	12/29/04	H		ACCRUAL		4.61			445.42
S-SICK LEAVE	1/12/05	H		ACCRUAL		4.61			450.03
S-SICK LEAVE	1/26/05	H		ACCRUAL		4.61			454.64
S-SICK LEAVE	2/09/05	H		ACCRUAL		4.61			459.25
S-SICK LEAVE	2/23/05	H		ACCRUAL		4.61			463.86
S-SICK LEAVE	3/09/05	H		ACCRUAL		4.75			468.61
S-SICK LEAVE	3/23/05	H		ACCRUAL		4.61			473.22
S-SICK LEAVE	4/06/05	H		ACCRUAL		4.61			477.83
S-SICK LEAVE	4/20/05	H		ACCRUAL		4.61			482.44
S-SICK LEAVE	5/04/05	H		ACCRUAL		4.61			487.05
S-SICK LEAVE	5/18/05	H		ACCRUAL		4.61			491.66
S-SICK LEAVE	6/01/05	H		ACCRUAL		4.61			496.27
S-SICK LEAVE	6/15/05	H		ACCRUAL		4.61			500.88
S-SICK LEAVE	6/29/05	H		ACCRUAL		4.61			505.49
S-SICK LEAVE	7/13/05	H		ACCRUAL		4.61			510.10
S-SICK LEAVE	7/27/05	H		ACCRUAL		4.61			514.71
S-SICK LEAVE	8/10/05	H		ACCRUAL		4.61			519.32
S-SICK LEAVE	8/24/05	H		ACCRUAL		4.61			523.93
S-SICK LEAVE	9/07/05	H		ACCRUAL		4.61			528.54
S-SICK LEAVE	9/21/05	H		ACCRUAL		4.61			533.15
S-SICK LEAVE	10/05/05	H		ACCRUAL		4.61			537.76
S-SICK LEAVE	10/19/05	H		ACCRUAL		4.61			542.37
S-SICK LEAVE	11/02/05	H		ACCRUAL		4.61			546.98
S-SICK LEAVE	11/16/05	H		ACCRUAL		4.61			551.59
S-SICK LEAVE	11/30/05	H		ACCRUAL		4.61			556.20
S-SICK LEAVE	12/14/05	H		ACCRUAL		4.61			560.81
S-SICK LEAVE	12/28/05	H		ACCRUAL		4.61			565.42

CODE: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
-------	---------------	-------------------	------------	---------	--------	-------	----------	----------------------	---

01-1455 BEVERLY, GARY D (CONTINUED)

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
S-SICK LEAVE	1/11/06	H		ACCRUAL		4.61			570.03
S-SICK LEAVE	1/25/06	H		ACCRUAL		4.61			574.64
S-SICK LEAVE	2/08/06	H		ACCRUAL		4.61			579.25
S-SICK LEAVE	2/22/06	H		ACCRUAL		4.61			583.86
S-SICK LEAVE	3/08/06	H		ACCRUAL		4.75			588.61
S-SICK LEAVE	3/22/06	H		ACCRUAL		4.61			593.22
S-SICK LEAVE	4/05/06	H		ACCRUAL		4.61			597.83
S-SICK LEAVE	4/19/06	H		ACCRUAL		4.61			602.44
S-SICK LEAVE	5/03/06	H		ACCRUAL		4.61			607.05
S-SICK LEAVE	5/03/06	H	999999				37.50-		569.55
S-SICK LEAVE	5/17/06	H		ACCRUAL		4.61			574.16
S-SICK LEAVE	5/31/06	H		ACCRUAL		4.61			578.77
S-SICK LEAVE	6/14/06	H		ACCRUAL		4.61			583.38
S-SICK LEAVE	6/28/06	H		ACCRUAL		4.61			587.99
S-SICK LEAVE	7/12/06	H		ACCRUAL		4.61			592.60
S-SICK LEAVE	7/26/06	H		ACCRUAL		4.61			597.21
S-SICK LEAVE	8/09/06	H		ACCRUAL		4.61			601.82
S-SICK LEAVE	8/23/06	H		ACCRUAL		4.61			606.43
S-SICK LEAVE	9/06/06	H		ACCRUAL		4.61			611.04
S-SICK LEAVE	9/06/06	H	999999				14.00-		597.04
S-SICK LEAVE	9/20/06	H		ACCRUAL		4.61			601.65
S-SICK LEAVE	10/01/06	H		EOY CARRY-OVER	601.65				601.65
S-SICK LEAVE	10/04/06	H		ACCRUAL		4.61			606.26
S-SICK LEAVE	10/18/06	H		ACCRUAL		4.61			610.87
S-SICK LEAVE	11/01/06	H		ACCRUAL		4.61			615.48
S-SICK LEAVE	11/15/06	H		ACCRUAL		4.61			620.09
S-SICK LEAVE	11/29/06	H		ACCRUAL		4.61			624.70
S-SICK LEAVE	12/13/06	H		ACCRUAL		4.61			629.31
S-SICK LEAVE	12/27/06	H		ACCRUAL		4.61			633.92
S-SICK LEAVE	1/10/07	H		ACCRUAL		4.61			638.53
S-SICK LEAVE	1/24/07	H		ACCRUAL		4.61			643.14
S-SICK LEAVE	2/07/07	H		ACCRUAL		4.61			647.75
S-SICK LEAVE	2/21/07	H		ACCRUAL		4.61			652.36
S-SICK LEAVE	3/07/07	H		ACCRUAL		4.75			657.11
S-SICK LEAVE	3/21/07	H		ACCRUAL		4.61			661.72
S-SICK LEAVE	4/04/07	H		ACCRUAL		4.61			666.33
S-SICK LEAVE	4/18/07	H		ACCRUAL		4.61			670.94
S-SICK LEAVE	5/02/07	H		ACCRUAL		4.61			675.55
S-SICK LEAVE	5/16/07	H		ACCRUAL		4.61			680.16
S-SICK LEAVE	5/30/07	H		ACCRUAL		4.61			684.77
S-SICK LEAVE	6/13/07	H		ACCRUAL		4.61			689.38
S-SICK LEAVE	6/27/07	H		ACCRUAL		4.61			693.99
S-SICK LEAVE	7/11/07	H		ACCRUAL		4.61			698.60
S-SICK LEAVE	7/25/07	H		ACCRUAL		4.61			703.21
S-SICK LEAVE	8/08/07	H		ACCRUAL		4.61			707.82

CODE: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
01-1455	BEVERLY, GARY D	(CONTINUED)							

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
S-SICK LEAVE	8/22/07	H		ACCRUAL		4.61			712.43
S-SICK LEAVE	9/05/07	H		ACCRUAL		4.61			717.04
S-SICK LEAVE	9/19/07	H		ACCRUAL		2.96			720.00
S-SICK LEAVE	10/01/07			EOY CARRY-OVER	720.00				720.00
S-SICK LEAVE	10/03/07			ACCRUAL		0.00			720.00
S-SICK LEAVE	10/17/07			ACCRUAL		0.00			720.00
S-SICK LEAVE	10/31/07			ACCRUAL		0.00			720.00
S-SICK LEAVE	11/14/07			ACCRUAL		0.00			720.00
S-SICK LEAVE	11/30/07			ACCRUAL		0.00			720.00
S-SICK LEAVE	12/12/07			ACCRUAL		0.00			720.00
S-SICK LEAVE	12/26/07			ACCRUAL		0.00			720.00
S-SICK LEAVE	1/09/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	1/23/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	2/06/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	2/20/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	3/05/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	3/19/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	4/02/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	4/16/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	4/30/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	5/14/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	5/28/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	6/11/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	6/25/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	7/09/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	7/23/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	8/06/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	8/20/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	9/03/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	9/17/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	10/01/08			ACCRUAL		0.00			720.00
S-SICK LEAVE	10/15/08			ACCRUAL		0.00			720.00
SICK LEAVE	*** TOTAL ***					787.50	67.50-	0.00	

01-1455	BEVERLY, GARY D	3/01/01	V-VACATION	0.00	648.00	431.00-	33.00-	99999.00	184.00	184.00
---------	-----------------	---------	------------	------	--------	---------	--------	----------	--------	--------

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
****	BALANCE FORWARD	****						0.00	0.00
V-VACATION L	3/14/01	H		ACCRUAL		0.00			0.00
V-VACATION L	5/09/01	H		ACCRUAL		0.00			0.00
V-VACATION L	6/06/01	H		ACCRUAL		0.00			0.00

CODE: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
01-1455	BEVERLY, GARY D	(CONTINUED)							

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
V-VACATION L	7/04/01	H		ACCRUAL		0.00			0.00
V-VACATION L	8/01/01	H		ACCRUAL		0.00			0.00
V-VACATION L	9/12/01	H		ACCRUAL		0.00			0.00
V-VACATION L	10/10/01	H		ACCRUAL		0.00			0.00
V-VACATION L	11/07/01	H		ACCRUAL		0.00			0.00
V-VACATION L	12/05/01	H		ACCRUAL		0.00			0.00
V-VACATION L	1/02/02	H		ACCRUAL		0.00			0.00
V-VACATION L	2/13/02	H		ACCRUAL		0.00			0.00
V-VACATION L	3/13/02	H		CARRY-OVER	0.00				0.00
V-VACATION L	3/13/02	H		ACCRUAL		48.00			48.00
V-VACATION L	4/10/02	H		ACCRUAL		0.00			48.00
V-VACATION L	5/08/02	H		ACCRUAL		0.00			48.00
V-VACATION L	6/05/02	H		ACCRUAL		0.00			48.00
V-VACATION L	7/02/02	H		ACCRUAL		0.00			48.00
V-VACATION L	8/14/02	H		ACCRUAL		0.00			48.00
V-VACATION L	9/11/02	H		ACCRUAL		0.00			48.00
V-VACATION L	10/09/02	H		ACCRUAL		0.00			48.00
V-VACATION L	11/06/02	H		ACCRUAL		0.00			48.00
V-VACATION L	12/04/02	H		ACCRUAL		0.00			48.00
V-VACATION L	1/01/03	H		ACCRUAL		0.00			48.00
V-VACATION L	1/15/03	H	999999				8.00-		40.00
V-VACATION L	2/12/03	H		ACCRUAL		0.00			40.00
V-VACATION L	3/12/03	H		CARRY-OVER	40.00				40.00
V-VACATION L	3/12/03	H		ACCRUAL		80.00			120.00
V-VACATION L	4/09/03	H		ACCRUAL		0.00			120.00
V-VACATION L	4/09/03	H	999999				2.00-		118.00
V-VACATION L	5/07/03	H		ACCRUAL		0.00			118.00
V-VACATION L	5/21/03	H	999999				8.00-		110.00
V-VACATION L	6/04/03	H		ACCRUAL		0.00			110.00
V-VACATION L	7/02/03	H		ACCRUAL		0.00			110.00
V-VACATION L	8/13/03	H		ACCRUAL		0.00			110.00
V-VACATION L	9/10/03	H		ACCRUAL		0.00			110.00
V-VACATION L	10/08/03	H		ACCRUAL		0.00			110.00
V-VACATION L	11/05/03	H		ACCRUAL		0.00			110.00
V-VACATION L	12/03/03	H		ACCRUAL		0.00			110.00
V-VACATION L	1/14/04	H		ACCRUAL		0.00			110.00
V-VACATION L	2/11/04	H		ACCRUAL		0.00			110.00
V-VACATION L	3/10/04	H		CARRY-OVER	110.00				110.00
V-VACATION L	3/10/04	H		ACCRUAL		80.00			190.00
V-VACATION L	3/10/04	H	999999				24.00-		166.00
V-VACATION L	3/24/04	H	999999				16.00-		150.00
V-VACATION L	4/07/04	H		ACCRUAL		0.00			150.00
V-VACATION L	5/05/04	H		ACCRUAL		0.00			150.00
V-VACATION L	6/02/04	H		ACCRUAL		0.00			150.00
V-VACATION L	7/14/04	H		ACCRUAL		0.00			150.00

CODE: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
01-1455	BEVERLY, GARY D	(CONTINUED)							
DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
V-VACATION L	8/11/04	H		ACCRUAL		0.00			150.00
V-VACATION L	9/08/04	H		ACCRUAL		0.00			150.00
V-VACATION L	9/09/04	H		ADJ CARRY-OVER TO 40			30.00-		120.00
V-VACATION L	10/06/04	H		ACCRUAL		0.00			120.00
V-VACATION L	11/03/04	H		ACCRUAL		0.00			120.00
V-VACATION L	12/01/04	H		ACCRUAL		0.00			120.00
V-VACATION L	1/12/05	H		ACCRUAL		0.00			120.00
V-VACATION L	2/09/05	H		ACCRUAL		0.00			120.00
V-VACATION L	2/23/05	H	999999				40.00-		80.00
V-VACATION L	3/09/05	H		CARRY-OVER	80.00				80.00
V-VACATION L	3/09/05	H		ACCRUAL		80.00			160.00
V-VACATION L	3/09/05	H	999999				40.00-		120.00
V-VACATION L	4/06/05	H		ACCRUAL		0.00			120.00
V-VACATION L	5/04/05	H		ACCRUAL		0.00			120.00
V-VACATION L	5/04/05	H	999999				16.00-		104.00
V-VACATION L	6/01/05	H		ACCRUAL		0.00			104.00
V-VACATION L	6/01/05	H	999999				16.00-		88.00
V-VACATION L	6/15/05	H	999999				16.00-		72.00
V-VACATION L	7/13/05	H		ACCRUAL		0.00			72.00
V-VACATION L	8/10/05	H		ACCRUAL		0.00			72.00
V-VACATION L	8/24/05	H	999999				16.00-		56.00
V-VACATION L	9/07/05	H		ACCRUAL		0.00			56.00
V-VACATION L	10/05/05	H		ACCRUAL		0.00			56.00
V-VACATION L	10/06/05	H		HAZ DUTY LEAVE			32.00		88.00
V-VACATION L	11/02/05	H		ACCRUAL		0.00			88.00
V-VACATION L	12/14/05	H		ACCRUAL		0.00			88.00
V-VACATION L	12/28/05	H	999999				8.00-		80.00
V-VACATION L	1/11/06	H		ACCRUAL		0.00			80.00
V-VACATION L	1/11/06	H	999999				8.00-		72.00
V-VACATION L	1/25/06	H	999999				8.00-		64.00
V-VACATION L	2/08/06	H		ACCRUAL		0.00			64.00
V-VACATION L	2/08/06	H	999999				8.00-		56.00
V-VACATION L	3/08/06	H		CARRY-OVER	56.00				56.00
V-VACATION L	3/08/06	H		ACCRUAL		120.00			176.00
V-VACATION L	3/08/06	H		ADJ TO MAX CARRY-OVE			16.00-		160.00
V-VACATION L	3/13/06	H		ADJ AS PER RON BOTTO			16.00		176.00
V-VACATION L	3/22/06	H	999999				40.00-		136.00
V-VACATION L	4/05/06	H		ACCRUAL		0.00			136.00
V-VACATION L	5/03/06	H		ACCRUAL		0.00			136.00
V-VACATION L	6/14/06	H		ACCRUAL		0.00			136.00
V-VACATION L	7/12/06	H		ACCRUAL		0.00			136.00
V-VACATION L	8/09/06	H		ACCRUAL		0.00			136.00
V-VACATION L	9/06/06	H		ACCRUAL		0.00			136.00
V-VACATION L	9/06/06	H	999999				32.00-		104.00
V-VACATION L	10/04/06	H		ACCRUAL		0.00			104.00

COPY: ALL

DETAIL

SEQUENCE: BY EMPLOYEE NO#

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
-------	---------------	-------------------	------------	---------	--------	-------	----------	----------------------	---

01-1455 BEVERLY, GARY D (CONTINUED)

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
V-VACATION L	10/06/06	H		TRANS FROM HOL				8.00	112.00
V-VACATION L	11/01/06	H		ACCRUAL		0.00			112.00
V-VACATION L	12/13/06	H		ACCRUAL		0.00			112.00
V-VACATION L	12/27/06	H	999999				16.00-		96.00
V-VACATION L	1/10/07	H		ACCRUAL		0.00			96.00
V-VACATION L	1/10/07	H	999999				8.00-		88.00
V-VACATION L	2/07/07	H		ACCRUAL		0.00			88.00
V-VACATION L	2/08/07	H		WEIGH-IN				2.00	90.00
V-VACATION L	2/21/07	H	999999				8.00-		82.00
V-VACATION L	3/07/07	H		CARRY-OVER	82.00				82.00
V-VACATION L	3/07/07	H		ACCRUAL		120.00			202.00
V-VACATION L	3/07/07	H	999999				2.00-		200.00
V-VACATION L	3/21/07	H	999999				40.00-		160.00
V-VACATION L	4/04/07	H		ACCRUAL		0.00			160.00
V-VACATION L	5/02/07	H		ACCRUAL		0.00			160.00
V-VACATION L	5/30/07	H	999999				16.00-		144.00
V-VACATION L	6/13/07	H		ACCRUAL		0.00			144.00
V-VACATION L	7/11/07	H		ACCRUAL		0.00			144.00
V-VACATION L	7/11/07	H	999999				3.00-		141.00
V-VACATION L	8/08/07	H		ACCRUAL		0.00			141.00
V-VACATION L	9/05/07	H		ACCRUAL		0.00			141.00
V-VACATION L	10/03/07	H		ACCRUAL		0.00			141.00
V-VACATION L	11/14/07	H		ACCRUAL		0.00			141.00
V-VACATION L	12/12/07	H		ACCRUAL		0.00			141.00
V-VACATION L	12/26/07	H	999999				16.00-		125.00
V-VACATION L	1/09/08	H		ACCRUAL		0.00			125.00
V-VACATION L	2/06/08	H		ACCRUAL		0.00			125.00
V-VACATION L	3/05/08			CARRY-OVER	125.00				125.00
V-VACATION L	3/05/08			ACCRUAL		120.00			245.00
V-VACATION L	3/06/08			ADJ TO MAX CARRY OVE				85.00-	160.00
V-VACATION L	4/02/08			ACCRUAL		0.00			160.00
V-VACATION L	5/14/08			ACCRUAL		0.00			160.00
V-VACATION L	5/14/08		999999				8.00-		152.00
V-VACATION L	6/11/08			ACCRUAL		0.00			152.00
V-VACATION L	7/09/08			ACCRUAL		0.00			152.00
V-VACATION L	8/06/08			ACCRUAL		0.00			152.00
V-VACATION L	9/03/08			ACCRUAL		0.00			152.00
V-VACATION L	10/01/08			ACCRUAL		0.00			152.00
V-VACATION L	10/01/08		999999				8.00-		144.00
V-VACATION L	10/16/08			HURRICANE ADJ				40.00	184.00

REPORT THRU DATE: 3/01/2001 THRU 10/20/2008

TOTALS PRINTED : THRU PREVIOUS DATE

EMP #	EMPLOYEE NAME	ANV-DT/ LVE-DT	LEAVE TYPE	BAL FWD	EARNED	TAKEN	ADJUSTED	MAX ALLOW ACCRUAL	*AS OF 10/20/2008* BALANCE AVAILABLE
-------	---------------	-------------------	------------	---------	--------	-------	----------	----------------------	---

01-1455 BEVERLY, GARY D (CONTINUED)

DESCRIPTION	* DATE *	HIST	CHECK#	REMARKS	*CARRY*	*EARNED*	*TAKEN*	*ADJUSTED*	*SYS ADJ*
VACATION L				*** TOTAL ***		648.00	431.00-	33.00-	

160
40
200

120
85 -
40
245
40
285