

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, JUNE 7th, 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 May 17th, 2010 Council Minutes. Pg. 507-510
5. Attending citizens and their business.
6. **Proclamation:** Apostle Andrew Scott Johnson, Jr. Pg. 511
7. Consideration of approving Ordinance No. 2010-2250 amending Chapter 32 of the Code of Ordinances of said City to add a new section 32.00.5 specifying the term of office of the members of the Planning Commission. Pg. 512-513
8. Consideration of approving Ordinance No. 2010-2251 amending the budget for Fiscal Year 2009-2010. Pg. 514-519
9. Consideration of approving Resolution No. 2010-2228 nominating, constituting and appointing qualified person(s) for expired terms to the Planning Commission of the City. Pg. 520
10. Consideration of approving Resolution No.2010-2229 nominating, constituting and appointing a qualified person to be an associate Judge of the Municipal Court of the City. Pg. 521
11. Consideration of approving Resolution No. 2010-2209 requesting the Texas Department of Transportation to post signs at the entrance to each school crossing zone on state highways within the City prohibiting drivers from using wireless communication devices while operating a motor vehicle within such zone and authorizing and directing the City Manager to post signs. Pg. 522-524
12. Consideration of approving Resolution No. 2010- 2230 nominating, constituting and appointing qualified person(s) for expired terms to the Economic Development Corporation. Pg. 525

13. Consideration of approving an agreement between the City of Freeport and Intermedix Technologies, Inc., for rescue ambulance billing & related professional services. Pg. 526-546
14. Consideration of authorizing the restriction of Bryan Beach vehicular traffic to pedestrian only from FM 1495 main Bryan Beach access for .8 miles to the alternative County Rd. 723/County Rd. 241 beach access road to secure a pedestrian and attendee safety zone related to the Bryan Beach Bash on June 12th, 2010. Pg. 547
15. Consideration of approving a request from the Freeport Host Lions Club to waive permit fees, sell alcohol, have a public dance, erect temporary fencing, have fireworks display in conjunction with the 63rd Annual Fishing Fiesta on June 30th thru July 4th, 2010. Pg. 548-549
16. Consideration of approving a request from Habitat for Humanity of Southern Brazoria County to waive permit fees and tap fees on Block 183, Lot 8, known as 1721 W. 8th Street, Tx., Id 4201-1860-000. Pg. 550
17. Consideration of approving a date for a Joint Public Hearing with the Planning Commission to consider rezoning lots 65A, 65A1, 65A1A, 65B, 65C, J. F. Fields Survey Abstract 62, Brazoria County, Texas from an R-3 (Residential) Zoning District to a C-2 (Commercial) Zoning District and have Planning Commission make a recommendation to Council to have Section 155.023 (I) (10) back in the Code of Ordinances as originally written. Pg. 551-553
18. Consideration of approving the Chief of Police to utilize seize funds to purchase tasers for the Police Department.
19. Consideration of selling the City's interest on Block 2, Lot 12 & 13, Freeport Townsite, known as 530 East Broad, Tx. Id. 4200-0040-000. Pg. 554-558
20. Consideration of selling the City's interest on Block 7, Lot 11, Freeport Townsite, known as 715 W. 11th, Tx. Id 7750-0154-000. Pg. 559-565
21. Consideration of selling the City's interest on Block 62, Lot 12, Velasco Townsite, known as 324 S. Ave. I., Tx. Id 8110-0601-000. Pg. 566-572
22. Consideration of selling the City's interest on Block 86, Lot 12, Freeport Townsite, known as 614 W. 6th Street, Tx. ID 4200-0850-000. Pg. 573-576
23. Consideration of selling the City's interest on Block 692, Lot 3, Velasco Townsite, known as 1120 North Ave. O., Tx. Id. 8110-2871-000. Pg. 577-580
24. Consideration of selling the City's interest on Block 774, Lot 21, Velasco Townsite, known as 1617 North Ave. M., Tx. Id 8110-3786-000. Pg. 581-585

Work Session:

1. Presentation by Alan Rodenstein with the Texas Gulf Coast Center/Connect Transit operating a local bus service in the City of Freeport.
2. Update on the Marina project by President Dan Tarver, Economic Development Corporation.
3. Consider and review new City Council Rules & Procedures. Pg. 586-588

Executive Session:

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:

Review Existing Litigation

Section 551.073, Government Code

Deliberations concerning a negotiated contract for a prospective gift or donation to the City when deliberation in open meeting might have a detrimental affect on the position of the City in negotiations with a third person, to wit:

Land for Expanded Recreational Use/Development

Section 551.074, Government Code

Deliberations concerning the appointment, employment, evaluation, reassignment and duties of a public officer or employee, to wit:

John Cook - Interim Fire Chief

Jeff Pynes – City Manager

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 June 4th, 2010 at or before 5:00 a.m.

Delia Munoz/City Secretary
City of Freeport, Texas

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 17th, 2010 at 6:00 p.m. at River Place, 733 Mystery Harbor Lane, for the purpose of considering the following agenda items:

City Council:	Larry L. McDonald	
	Clan A. Cameron	
	James W. Phillip – Absent	
	Ron Wise	
	Norma M. Garcia	
Staff:	Jeff Pynes, City Manager	
	Wallace Shaw, City Attorney	
	Delia Munoz, City Secretary	
	Nat Hickey, Property Manager	
	Gilbert Arispe, Administrative Asst.	
	Tyrone R. Morrow, Chief of Police	
	Larry Fansher, Parks Director	
Visitors:	Nicole Mireles	Michelle Kent
	Pixie Floyd	Diane Williams
	Sam Reyna	Estella Aluiso
	Nick Aluiso	Cele Damian
	Fred Bolton	Sandra Leavey
	Mike Jones	Kenny Kouches
	Brenda Laird	Jerry Meeks
	Joyce Adkins	Sandra Wood-Wicke
	Jim Pirrung	Dorothy Pirrung
	Lila Lloyd	Ron Damian
	Rene Damian	Bobby Casale
	Jose Mireles	Rebecca Mireles
	Jim Barnett	Sandra Barnett

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 approving the May 3rd, 2010 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the May 3rd, 2010 Council Minutes.

Attending citizens and their business.

There were none.

Proclamation: Proclaim the month of July 2010, as Adopt a Shelter Animal Month.

Mayor McDonald read and proclaimed the month of July 2010 as Adopt a Shelter Animal Month.

Consideration of approving Resolution No. 2010-2227 authorizing the Mayor and City Secretary to execute and attest, respectfully, and the Mayor to acknowledge and deliver to Larry & Judy Shaefer a special warranty deed conveying Tract 50-F out of the S.T. Angier Labor, Abstract 8, and the J. F. Fields Labor, Abstract 62, Brazoria, Texas, to the said Larry & Judy Shaefer as joint tenants with right of survivorship, they being the only owners of the real property abutting the same to offer to purchase such land.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 3 to 1, Council approved Resolution No. 2010-2227 authorizing the Mayor and City Secretary to execute and attest, respectfully, and the Mayor to acknowledge and deliver to Larry & Judy Shaefer a special warranty deed conveying Tract 50-F out of the S.T. Angier Labor, Abstract 8, and the J. F. Fields Labor, Abstract 62, Brazoria, Texas, to the said Larry & Judy Shaefer as joint tenants with right of survivorship, they being the only owners of the real property abutting the same to offer to purchase such land. Councilwoman Garcia opposed.

Consideration of approving Ordinance No. 2010-2247 canvassing the returns and declaring the results of the 2010 Annual Elections.

Clan Allen Cameron	Council Position A	85
Michelle Kent	Council Position A	116
Dan Tarver	Council Position C	76
Nicolasa (Nicole) Mireles	Council Position C	79

On a motion by Councilman Cameron, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved Ordinance No. 2010-2247 canvassing the returns and declaring the results of the 2010 Annual Elections.

Consideration of approving Ordinance No. 2010-2248 canvassing the returns and declaring the results of the 2010 Charter Review Election.

Amendment No.	For	Against
Amendment No. One	334	154
Amendment No. Two	365	128
Amendment No. Three	315	158
Amendment No. Four	389	92
Amendment No. Five	391	84
Amendment No. Six	388	84

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved Ordinance No. 2010-2248 canvassing the returns and declaring the results of the 2010 Charter Review Election.

Consideration of approving Ordinance No. 2010-2249 canvassing the returns for late hour sale and declaring the results of the Referendum Election.

Proposition:

For the sale of beer and mixed beverages on any day between 12:00 midnight and 2:00 a.m. by holders of beer or mixed beverages retail dealers late hours permits.

Number of Votes: 285

Against the sale of beer and mixed beverages on any day between 12:00 midnight and 2:00 a.m. by holders of beer and mixed beverages retail dealers late hours permits.

Number of Votes: 228

On a motion by Councilman Cameron, seconded by Councilwoman Garcia, with all present voting "aye", Council unanimously approved Ordinance No. 2010-2249 canvassing the returns for late hour sale and declaring the results of the Referendum Election.

Administer Oath of Office to duly elected Councilwomen for Ward A and Ward C.

Mayor McDonald administered the Oath of Office to duly elected Michelle Kent for Ward A and Nicole Mireles for Ward C. The newly elected officials took their seats.

Election of Mayor Pro Tem.

Delia Munoz, City Secretary announced that the longest service councilperson is Councilwoman Garcia.

On a motion by Councilwoman Kent, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously appointed Councilwoman Garcia as Mayor Pro Tem.

Plaque: Recognition of Councilman Wise and Councilman Cameron for their dedicated service.

Mayor McDonald presented a plaque to outgoing Councilman Wise for Ward C and Councilman Cameron for Ward A for their dedicated service.

Consideration of implementing a policy to Identify Theft Prevention Program in compliance with Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council unanimously approved implementing a policy of "Identify Theft Prevention Program" in compliance with Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

Consideration of authorizing the City Manger to sign a lease for a Terra Spike Aerator for the Freeport Municipal Golf Course.

On a motion by Councilwoman Garcia, seconded by Councilwoman Mireles, with all present voting "aye", Council unanimously approved the City Manager's recommendation to lease a Terra Spike Aerator for the Freeport Municipal Golf Course. The Brazosport Golf Association has agreed to make the monthly payments for the aerator.

Work Session:

Update by Mike Darlow of Perdue, Brandon, Fielder, Collins & Mott L.L. P concerning the delinquent taxes due to the City.

Mike Darlow with Perdue, Brandon, Fielder, Collins, and Mott, LLP gave his annual update on collection activities. His law firm provides the city in delinquent taxes, municipal court fines and fees and mowing /demolition liens. He reviewed the pie charts, graphs, and statistics with city council and gave an overview of the process his firm goes through in collecting these debts for the City.

Adjourn

On a motion by Councilwoman Garcia, seconded by Councilwoman Kent, with all present voting "aye", Council adjourned the meeting at 6:26 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

Back to God Revival Holiness Church, Inc.

Proclamation

Whereas, Apostle Andrew Scott Johnson Jr., Founder of the Back to God Revival Holiness Church Inc., has willingly and unselfishly committed countless hours towards the interest and welfare of the families of his congregation. During his labor in ministry, the church has grown and flourished and served its members and the community faithfully.

Whereas, Apostle Andrew Scott Johnson, Jr., has implemented outreach programs through the local congregation which has touched the formative years of little children, led teens through turbulent times, challenged adults to use their talents to serve their church, family and community, offered aid to the needy, friendship to the lonely, care for seniors and comforted the dying and bereaved.

Whereas, Apostle Andrew Scott Johnson, Jr., through the vitality and love exhibited by this dedicated spiritual leader, he has earned the respect and admiration of those who have been privileged to receive from and work with this great Shepard.

Whereas, On June 12th, 2010, Parishioners will host a special Founder's Day tribute to honor Apostle Andrew Scott Johnson Jr. as a pioneering Father of the Refuge Temple Non-Denominational Church Inc., Back to God Revival Holiness Church Inc., A.S. Johnson Christian Academy and Power Living Missions Inc.

In recognition and appreciation of his devoted serve and exemplary leadership to the church and community, the City of Freeport is pleased to congratulate and commend Apostle Andrew Scott Johnson Jr., on this auspicious occasion and extends best wishes to all for a blessed and rewarding event sealed with spiritual benefits.

Therefore I, Larry L. McDonald, Mayor of the City of Freeport, hereby proclaim Saturday, June 12th, 2010 as Apostle Andrew S. Johnson Day in the City of Freeport, Texas.

The City Seal Affixed

In witness hereof, I have hereunto set my hand and have caused the official seal of the City of Freeport to be affixed this 7th day of June, 2010 A.D.

ORDINANCE NO. 2010-2250

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF SAID CITY TO ADD NEW SECTION 32.00.5 SPECIFYING THE TERM OF OFFICE OF THE MEMBERS OF THE PLANNING COMMISSION; CONTAINING SAVINGS AND SEVERANCE CLAUSES; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, the first unnumbered paragraph of Section 8.03 of the Home Rule Charter of the City and Subsection (a) thereof have been amended to provide that the he City Council shall appoint a City Planning Commission consisting of five (5) members and that the terms of office of such persons shall be established by ordinance adopted by the City Council; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and to comply with such Home Rule Charter amendment.

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

First, Section 32.00.5 is hereby added to the Code of Ordinances of the City to read as follows:

"Section 32.00.5 TERM OF OFFICE

The members of the Planning Commission shall each serve a term of two (2) years. Provided, however, two (2) of the members of the Planning Commission appointed during the year 2010 shall only serve a one (1) year term each."

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

Third, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

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


READ, PASSED AND ADOPTED this _____ day of _____, 2010

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

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ORDINANCE NO. 2010-2251

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACTS; AMENDING THE BUDGET FOR THE FISCAL YEAR 2009-2010; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Article 9 of the Home Rule Charter of the City of Freeport (hereinafter sometimes "the City"), the budget for the 2008-2009 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2009-2224, read, passed and adopted on the 24th day of August, 2009, (hereinafter sometimes "the Budget"); and,

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of a municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and,

WHEREAS, Section 9.16 of the City's Home Rule Charter provides that the budget may be amended and appropriations altered in accordance therewith in cases of public necessity, the actual fact of which shall have been declared by the City Council; and,

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for and in the best interest of the health, safety and general welfare of the inhabitants of the City.

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

SECTION ONE (1): FINDINGS OF FACT

In connection with the amendment and revision of the Budget, the City Council of the City makes the following findings:

- (1) The amendments and revisions set forth in the Budget were the result of numerous public workshop meetings called and conducted in the manner required by the Texas Open Meetings Act, codified as Chapter 551, Government Code.
- (2) A public hearing was held on the Budget on September 8, 2008, and conducted in the manner required by Section 102.006 of the Local Government Code and the City's Home Rule Charter.
- (3) Notice of such public hearing was published in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City in the manner and time required by Chapter 102 of said Code and the City's Home Rule Charter.
- (4) A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional expenditures set forth in Exhibit "A" attached hereto and made a part hereof, such unusual and unforeseen conditions also being set forth in said Exhibit "A".
- (5) The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.
- (6) All of the changes set forth in Exhibit "A" are for municipal purposes.
- (7) The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.
- (8) The contingent appropriations, as amended and revised in said Exhibit "A", do not exceed three (3%) percent of the total amended and revised budget appropriations reflected therein.
- (8) The amended and revised expenditures of the general fund and the debt service fund contained in the Budget, as amended by said Exhibit "A", do not exceed the resources of each fund, as amended and revised.

SECTION ONE (2):

The existing budget of the City of Freeport, Texas, for the fiscal year 2009-2010 is hereby amended and revised as reflected in said Exhibit "A".

SECTION THREE (3):

As required by Subsections (c) and (d) of Section 102.009 of the Local Government Code, upon the passage and adoption of this ordinance, the amended and revised budget adopted hereby shall be filed with the City Secretary of the City to be maintained in the official records of the City, and a certified copy of this ordinance, with Exhibit "A" attached thereto, shall be filed by the City Secretary with the County Clerk of Brazoria County, Texas, and the State Comptroller of Public Accounts for the State of Texas.

SECTION FOUR (4):

nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

SECTION FIVE (5):

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

SECTION SIX (6):

This ordinance shall take effect and be in force from and after its passage and adoption.

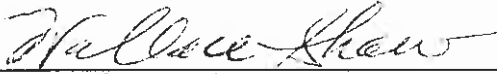
READ, PASSED AND ADOPTED this ____ day of _____, 2010.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

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APPENDIX A - PAGE 1



200 West 2nd Street
Freeport, TX 77541
PH: (979) 233-3526
FX: (979) 373-0113

Council

MEMORANDUM

To: Mayor and Council
From: Bob Welch
Re: Request for Amendment of Budgeted Funds # 2
Date: June 7, 2010

We are requesting the following amendments to the 2009-2010 Budget:

BUDGET AMENDMENTS	ACCT#	ACCOUNT DESCRIPTION	BUDGET AMENDMENTS	
			DEBITS	CREDITS
1 LAND RECORD LAND PURCHASE FROM FREEPORT E.D.C-TRICO PROPERTY	10-410-880	LAND	950,000	
2 MISC. INCOME POLICE-OVERTIME AMBULANCE-OVERTIME POLICE-MEALS MISC. FIRE DEPT.-OTHER SUNDRY RECORD REIMB. FROM DOW CHEMICAL FOR EVACUATION EXPENSES	10-360-101 10-525-190 20-535-190 10-525-699 10-525-699 10-530-699	MISC. INCOME OVERTIME OVERTIME OTHER SUNDRY OTHER SUNDRY OTHER SUNDRY		48,978
			30,524 426 1,642 78 16,308	
3 DONATIONS- MISC. PROMOTIONS RECORD DONATION FROM FREEPORT LNG FOR ART CONTEST	10-360-920 10-410-611	DONATIONS PROMOTIONS	1,500	1,500
4 DONATIONS-MISC. PROMOTIONS RECORD DONATION FROM DOW CHEMICAL FOR ART CONTEST	10-360-920 10-410-611	DONATIONS PROMOTIONS	1,500	1,500
5 DONATIONS-MISC. PROMOTIONS RECORD DONATION FROM GULF CHEMICAL FOR ART CONTEST	10-360-920 10-410-611	DONATIONS PROMOTIONS	1,500	1,500
6 MAIN STREET FUNDS MAIN STREET FUND BALANCE RECORD TRANSFER OF MAIN STREET DONATIONS FUND BALANCE TO MAIN STREET COMMISSION FUNDS	10-360-900 10-271-405	COMMISSION FUNDS FUND BALANCE	13,669	13,669
7 DONATIONS- MISC. OTHER SUPPLIES-POLICE RECORD DONATION TO POLICE DEPARTMENT FROM WAL-MART FOUNDATION FOR NATIONAL NIGHT OUT	10-360-920 10-525-399	DONATIONS-MISC. OTHER SUPPLIES	1,250	1,250

8	DONATIONS-MISC. FIRE DEPT.- SMALL TOOLS RECORD DONATION FROM GULF CHEMICAL FOR NATIONAL FIRE PREVENTION	10-360-920 10-530-385	DONATIONS-MISC. SMALL TOOLS & EQUIP	10,000	10,000
9	GRANT REVENUE-POLICE DEPT. 25 DIGITAL RADIOS-POLICE RECORD GRANT RECEIVED POLICE DEPT. FOR PURCHASE OF DIGITAL RADIOS	10-360-400 10-525-899	GRANT REVENUE CAPITAL-POLICE	82,573	82,573
10	NARCOTICS/K-9 POLICE DEPT. RECORD PURCHASE OF TASER SUPPLIES-FUNDS TAKEN FROM POLICE-NARCOTICS FUND BALANCE	10-525-620	NARCOTICS/K-9	13,701	
11	MUSEUM DONATIONS MUSEUM EXPENSES RECORD DONATIONS AND EXPENSES FOR NIGHT AT THE MUSEUM	10-578-483 10-578-483	MUSEUM FUNDRAISER MUSEUM FUNDRAISER	7,342	15,515
12	HOTEL/MOTEL-ADVERTISING RECORD INCREASE IN ADVERTISING BUDGET FOR FIREWORKS DISPLAY AND ADVERTISING FOR THE BLESSING OF THE FLEET FUNDS TAKEN FROM HOTEL/MOTEL FUND BALANCE	18-412-430	ADVERTISING	16,144	

SUMMARY EFFECT ON GOVERNMENTAL FUNDS:

BUDGET ADJUSTMENTS	ACCT#	CURRENT BUDGET	BUDGET AMEND	AMENDED BUDGET
LAND	10-410-880	15,000	950,000	965,000
MISC. INCOME	10-360-101	-50,941	-48,978	-99,919
POLICE OVERTIME	10-525-190	50,000	30,524	80,524
AMBULANCE OVERTIME	20-535190	34,546	426	34,972
POLICE OTHER SUNDRY	10-525-699	7,900	1,720	9,620
FIRE DEPT. OTHER SUNDRY	10-530-699	0	16,308	16,308
DONATIONS-MISC.	10-360-920	-150	-15,750	-15,900
PROMOTIONS	10-410-611	0	4,500	4,500
MAIN STREET COMMISSION FUNDS	10-360-900	0	-13,669	-13,669
MAIN STREET FUND BALANCE	10-271-405	0	13,669	13,669
POLICE OTHER SUPPLIES	10-525-399	5,850	1,250	7,100
GRANT REVENUE- POLICE	10-360-400	-31,398	-82,573	-113,971
POLICE - CAPITAL	10-525-899	0	82,573	82,573
POLICE-NARCOTICS/K-9	10-525-620	23,500	13,701	37,201
MUSEUM FUNDRAISER	10-578-483	0	-8,173	-8,173
HOTEL/MOTEL ADVERTISING	10-412-430	6,815	16,144	22,959
FIRE DEPT.- SMALL TOOLS	10-530-385	11,827	10,000	21,827
TOTALS		72,949	971,672	1,044,621
Net effect on Fund Balance:			DECREASE	\$971,672

Exhibit "A" Page 2

Pg. 519

RESOLUTION NO. 2010-2228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE PLANNING COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the Home Rule Charter of the City of Freeport, Texas ("the City") has been amended to reduce the number of persons serving of the Planning Commission to five (5) and the Code of Ordinances has been amended to provide a term of office of two (2) years each for such persons except for two (2) of the appointed in 2010; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said commission.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Planning Commission of the City for a full term and until a successor for such persons shall have been appointed and qualified, to-wit: _____ and _____ are appointed for a term of (2) years each and _____ and _____ are appointed for a term of one (1) year each.

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2010.

Larry McDonald, Sr., Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2010-2229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO BE AN ASSOCIATE JUDGE OF THE MUNICIPAL COURT OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the position of Associate Municipal Court Judge has been created by the recent amendment of Subsection (e) of Section 4.05 of the Home Rule Charter of the City of Freeport, Texas ("the City"); and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person to serve in such position.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to be an Associate Judge of the Municipal Court of the City of Freeport, Texas, to-wit: _____

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties an Associate Judge of the Municipal Court of the City of Freeport, Texas by the Home Rule Charter and Ordinances of the City and the Statutes and Constitutions of the United States and the State of Texas.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of such office, such appointee shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this _____ day of _____, 2010.

Larry McDonald, Sr., Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2010-2209

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION TO POST SIGNS AT THE ENTRANCE TO EACH SCHOOL CROSSING ZONE ON STATE HIGHWAYS WITHIN THE CITY PROHIBITING DRIVERS FROM USING WIRELESS COMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE WITHIN SUCH ZONE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO POST SIGNS AT THE ENTRANCE TO THE OTHER SCHOOL CROSSING ZONES WITHIN THE CITY PROHIBITING DRIVERS FROM USING WIRELESS COMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE WITHIN SUCH ZONES; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

WHEREAS, House Bill 55, recently adopted by the 81st Legislature of the State of Texas authorizes the City Council of the City to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of the inhabitants of the City and students using the school crossing zones of the City.

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

First, the City Council of the City makes the following findings of fact:

(1) That Division (B) of Section 71.21 of the Code of Ordinances of the City establishes fourteen (14) school crossing zones within the corporate limits the City.

(2) That some of these include school crossing zones located on State Highway 288, F.M. Highway 521 and F.M. Highway 1495.

(3) That the City has a population of less than 50,000 at the present time.

Second, the City Council of the City hereby requests that the Texas Department of Transportation, at its expense, install signs stating "Cell Phone Use Prohibited-Up To #200 Fine" below the school speed limit sign at the entrance to the school crossing zones located within the City on State Highway 288, F.M. Highway 521 and F.M. Highway 1495; and that the City Manager be and he is hereby authorized to install signs conforming to that used on the state highways stating "Cell Phone Use Prohibited-Up To #200 Fine" below the school speed limit sign at the entrance to all other school crossing zones located within the City.

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

Fourth, this resolution shall take effect and be in force from and after its passage and adoption.

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy thereof shall be sent to the appropriate official of the Texas Department of Transportation.


READ, PASSED AND ADOPTED this 14th day of September, 2009.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C\Freeport.Rsl\No Cell Phone-Rsl

RESOLUTION NO. 2010-2230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of Dan Tarver,

Clan A. Cameron and Larry Shaefer on the Board of Directors of the Economic Development Corporation of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said board.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Directors of the Economic Development Corporation of the City for a full term and until a successor for each such persons shall have been appointed and qualified:

_____, _____ and _____

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Board of Directors of the Economic Development Corporation of the City by law and the ordinances and resolutions of the City and by the Articles of Incorporation and By-Laws of said corporation.

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2010.

Larry McDonald, Sr., Mayor
City of Freeport, Texas

ATTEST: _____
Delia Munoz, City Secretary
City of Freeport, Texas

**AGREEMENT BETWEEN
CITY OF FREEPORT, TEXAS
AND
INTERMEDIX TECHNOLOGIES, INC. (dba ADPI-INTERMEDIX)
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES.**

THIS AGREEMENT, hereinafter "AGREEMENT", made and entered into this ___ day of _____, 2010 by and between the CITY OF FREEPORT, a Texas municipality, with principal offices located at 200 West Second Street, Freeport, TX 77541, hereinafter referred to as the "CITY", and Intermedix Technologies, Inc. (dba ADPI-Intermedix), a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1002, Fort Lauderdale, Florida 33308, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY is requesting the CONTRACTOR to provide the required services;
and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITION OF PROJECT. During the term of this contract, CONTRACTOR shall be exclusively responsible for the billing and collection of all charges and fees relating to the services provided by CONTRACTOR pursuant to Section 2, including but not limited to private insurance, Medicare, Medicaid, and other governmental programs.

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work as defined in "EXHIBIT A – Scope of Work", which is attached hereto. All payments shall be paid directly to CITY or via Locked-Box facility as directed by the CITY.

3. TIME OF PERFORMANCE. This AGREEMENT shall be effective for a four-year period from January 1, 2010 through December 31, 2014, under the terms and conditions contained herein unless otherwise terminated. This AGREEMENT shall renew automatically for a period of one additional year at the end of the initial term and any subsequent renewal term unless the AGREEMENT is terminated in accordance with section "12. TERMINATION". All terms and conditions hereof shall remain in full force and effect during any renewal term.

4. COMPENSATION AND METHOD OF PAYMENT.

4.01 The CITY reserves the right to request changes in the services within the general scope of the AGREEMENT to be performed upon mutual agreement by the CITY and CONTRACTOR that shall specify the change ordered and the adjustment of time and compensation required therefore.

4.02 Any services added to the scope of this AGREEMENT by a change order shall be executed in compliance with all other applicable conditions of this AGREEMENT. No claim for

additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

4.03 The CONTRACTOR shall be paid by the CITY a monthly amount representing fees for the services provided computed as:

4.03(a) Ten and fifty one-hundredths percent (10.50%) of all monies collected by CONTRACTOR, plus

4.03(b) Two and twenty-five one-hundredths percent (2.25%) of all monies collected by CONTRACTOR for use of CONTRACTOR provided field data capturing and reporting system while in possession of up to three (3) "Toughbook" type units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as "TripTix® Mobile").

4.03(c) an amount of one dollar \$1.00 per NPP Notice for providing billed patient required HIPAA-compliant Privacy Notice per Scope of Work (OPTIONAL work to be added to Exhibit A if desired by the CITY).

Contractor reserves the right to increase these fees if postage is increased by the United States Postal Service, but only to cover additional postage costs.

4.04 CONTRACTOR shall submit the monthly invoices representing fees for the services provided to the Attention: EMS Coordinator, P.O. Box 3356, Freeport, TX 77541. The CITY shall issue a check for the amount invoiced less any disputed amounts, within thirty (30) days of receipt and acceptance of an accurate invoice. CITY's obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, termination or performance. CONTRACTOR will resolve any disputed amounts within 60 days from the date CITY gives notification of a dispute.

4.05 IF the CITY elects to use a Lock-box, the CITY shall bear the cost of any and all Lock-box services. CITY, should they elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and other operating costs) shall be assumed by the CONTRACTOR.

4.06. All expenditures by the City required by the provisions of this Agreement shall be funded by revenue that is current at the time of funding.

5. DATA MANAGEMENT; DATA ENTRY; ADDITIONAL RECORDS ON TRIPTIX® WEB SYSTEM

5.01 TripTix® Web System. CONTRACTOR will grant to CITY electronic access to all records on file regarding CITY including, but not limited to, medical records, billing records, correspondence regarding accounts, and records on personnel including credentials. It shall be the responsibility of CITY to provide its own necessary computer equipment, computer communication equipment capable of connecting to the Internet and accessing CONTRACTOR's Internet server (hereinafter referred to as "TripTix® Web System") except for equipment provided by CONTRACTOR under Section 4.03(b).

5.02 TripTix® Web System Training. Upon request of CITY, CONTRACTOR will provide an annual, on-site training class on the use of the TripTix® Web System at no additional cost and at a time determined to be mutually convenient to the parties.

5.03 Limitation of Access to TripTix® Web System. Access to data in the TripTix® Web System regarding CITY shall be limited to the employees, representatives and agents of CONTRACTOR and the authorized personnel of CITY. A complete and signed access form for each of CITY's personnel authorized to access the TripTix® Web System must be submitted to and approved by CONTRACTOR. CONTRACTOR shall use its best efforts to maintain the security of the TripTix® Web System, but shall not be responsible for negligence with respect to password security related to CITY's personnel or other breaches beyond CONTRACTOR's reasonable control.

5.04 Data Entry Devices. CITY and CONTRACTOR understand and agree that CONTRACTOR may make available data entry devices (hand-held devices, tablet pc's and/or other data entry devices for the collection and/or transmission of medical information). CONTRACTOR will replace the data entry devices on an as needed basis according to age and functionality of the unit as determined by the CONTRACTOR through equipment testing. CITY understands and acknowledges that any of the aforementioned data entry devices provided by CONTRACTOR will be subject to the additional fee described in Section 4.03(b) of this AGREEMENT.

Also, in connection with the potential provision of such devices, CITY agrees:

(a) CITY will be responsible for the loss or damage to such devices. CITY agrees to pay (i) the cost of repairs of any such device provided to it or (ii), if the device is irreparable, lost or stolen, for the replacement cost of the device. CONTRACTOR agrees that CITY may obtain insurance for such payments provided that CONTRACTOR is named as a beneficiary under such plan.

(b) CITY may be required to enter into additional agreements with the makers of third-party medical devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the medical device and the data entry device. CITY understands and agrees that CONTRACTOR will not be able to provide data entry devices unless and until agreements are entered into with the third-party manufacturers of such medical devices. CITY understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of CONTRACTOR under this AGREEMENT or any other arrangement between CITY and CONTRACTOR. CITY further understands and agrees that the failure to enter into such agreements with these third parties may hinder CITY's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a medical device and the data entry device).

(c) CITY has the option to obtain new or different medical or other equipment capable of communicating with the data entry devices. CITY understands and agrees that such new or different medical or other equipment must be obtained at CITY's sole cost and expense.

(d) CITY may request CONTRACTOR to support additional medical or other devices. CITY understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. CITY further understands and agrees that CONTRACTOR has no obligation to undertake the development of interfaces with additional medical or other devices.

5.05 Statistical Reporting. Statistical and financial data reports will be available on the TripTix® Web System at all times that the TripTix® Web System is available. The format and content of the statistical data will be established and defined by CONTRACTOR and such reports may be added, modified or deleted without notice to CITY. Notwithstanding the foregoing, CITY may request specific, custom reports to be available to it at an additional charge to be negotiated between CONTRACTOR and CITY.

5.06 Acknowledgement with Respect to Reports. With respect to each report generated by the TripTix® Web System, CITY acknowledges and agrees:

(a) Each report represents a "snapshot" of a moment in time, and, as such, the snapshot may not be accurate with respect to financial results on the whole.

(b) The underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation.

(c) The data represented in the report represents only a limited portion of all data available regarding the CITY's business.

CITY thus further acknowledges and agrees that any particular report may not accurately represent the CITY's then-current or future financial condition.

6. INDEPENDENT CONTRACTORS. The CONTRACTOR is an independent contractor and not an employee or agent of the CITY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the AGREEMENT, the CONTRACTOR is authorized to sign *in an administrative capacity* for the CITY the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the CITY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any additional liability on the CITY.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT.

7. INDEMNIFICATION. The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from CONTRACTOR's performance, but only to the extent caused by the willful misconduct or the negligent acts or omissions of CONTRACTOR its employees, agents, representatives, consultants, or its SUBCONTRACTORS.

8. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, the following insurance coverage:

- 1) Workers' Compensation Insurance in compliance with the applicable state and federal laws
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence.
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, contracts and independent contractors and, valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverage

1. The CITY, its officers, officials, employees and volunteers are to be covered as additional insured as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured general supervision of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protections afforded the CITY, its officers, officials, employees or volunteers.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the CITY.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

Contractor shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause if requested. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

9. CONFIDENTIALITY.

9.01 The terms and conditions of this AGREEMENT are confidential and neither party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

9.02 **Intellectual Property.** CITY agrees that the equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of CONTRACTOR, and that CITY will not release any information regarding such trade secrets to any third party without the prior written consent of CONTRACTOR. CITY further agrees that, in connection with the use of certain data entry devices, CITY may gain access to the intellectual property of third parties. CITY understands and agrees that it may be required to

enter into agreements with respect to such intellectual property in order to use such equipment. CITY agrees to enter into such arrangements at CONTRACTOR's request.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this AGREEMENT shall be the sole property of the CITY, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

11. ATTACHMENTS. The following named attachments are made an integral part of this AGREEMENT:

- A. Scope of Work (**Exhibit A** attached hereto and made a part hereof)
- B. Business Associate Agreement (**Exhibit B** attached hereto and made a part hereof)
- C. Addendum to Service Agreement – TripTix® Mobile Program (**Exhibit C** attached hereto and made a part hereof)

12. TERMINATION. During the time of this AGREEMENT the CITY or CONTRACTOR may terminate this AGREEMENT either for convenience or for default after first giving to the other party ninety (90) days written notice.

For cases of default, the CONTRACTOR shall be given opportunity to cure the default within the allotted period following such written notice. In the event the acts constituting default are a violation of law, CONTRACTOR shall be subject to immediate termination of AGREEMENT.

Upon termination for any cause, the CONTRACTOR shall submit an invoice(s) to the CITY in an amount(s) representing fees for services actually performed or obligations incurred to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the CITY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

For purposes of this section, the notice period begins when the CONTRACTOR receives written notice from the CITY.

13. UNCONTROLLABLE FORCES. Neither the CITY nor CONTRACTOR shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

14. JURISDICTION, VENUE and ARBITRATION. All questions pertaining to the validity and interpretations of this AGREEMENT shall be determined in accordance with the laws of Texas.

Any legal action by either party against the other concerning this AGREEMENT shall be filed in Brazoria County, Texas which shall be deemed proper jurisdiction and venue for the action.

All claims, disputes or controversies arising out of, in connection with or in relation to this AGREEMENT shall be decided by arbitration in accordance with the Commercial Rules of the American Arbitration Association then in force. For claims, disputes or controversies which either Party may have in excess of \$1,000,000, exclusive of claims for interest, attorneys fees and costs, three (3) neutral arbitrators shall be used. Otherwise a single arbitrator shall be used. For purposes of determining the number of arbitrators, the Parties' claims and counterclaims shall not be additive. The arbitration shall be conducted in Houston, Texas. The decision of the arbitrator(s) shall be final, binding and enforceable in any court of competent jurisdiction and the Parties agree that there shall be no appeal from the arbitrator(s)' decision except as provided by applicable law. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. The right to arbitrate shall survive the termination of this AGREEMENT. The Parties acknowledge and agree that this AGREEMENT includes activities in Interstate Commerce and that the Federal Arbitration Act, 9 USC §1 et seq shall control and apply to all arbitrations conducted hereunder, notwithstanding any state law provisions to the contrary.

The parties irrevocably agree to be joined as parties in any arbitration proceeding which involves claims, disputes or controversies which either party may have with other parties not a party to this AGREEMENT who are also governed by an arbitration agreement.

The parties hereby irrevocably waive any objection to the joinder of other parties who are not parties to this AGREEMENT to any arbitration proceeding commenced pursuant to where such other parties are also governed by an arbitration agreement.

15. REPRESENTATIONS. CITY and CONTRACTOR agree that this AGREEMENT constitutes a legal, valid and binding obligation for each party, enforceable against such party in accordance with its terms (subject always to applicable bankruptcy, insolvency, receivership and other similar laws relating to or affecting the enforcement of creditor's rights generally and to general principles of equity). Further, CONTRACTOR and CITY warrant and represent to each other:

that each (i) is duly formed and organized and validly existing under the laws of the jurisdiction of its formation, (ii) is properly qualified to do business and is in good standing under the laws of each jurisdiction in which it does business, (iii) has all necessary corporate or similar power and authority to execute and deliver this AGREEMENT and to consummate the transaction contemplated hereby; and

that this AGREEMENT, its execution and the fulfillment and compliance with the terms and conditions hereof, do not violate or conflict with any provision of or result in any breach of or default under any (i) organizational documents of each party, (ii) law or judicial, award, or similar decree, or (iii) agreement, to which CITY or CONTRACTOR, for CONTRACTOR's representations and warranties, or CITY, for CITY's representations and warranties, are bound.

16. EXPORT LAWS. CITY shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which CITY receives delivery of the Licensed Software which pertain to the Licensed Software.

17. ASSIGNMENT OF AGREEMENT. Except to a parent, subsidiary, or affiliate, the CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this AGREEMENT or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the AGREEMENT, without express prior written consent by the CITY.

18. NOTICES. Any notice given or required to be given under this AGREEMENT shall be in writing and shall be addressed to the Parties hereto at the addresses set out below. Any such notices shall be deemed to have been given (i) if mailed, then three (3) Days following the date such notice is placed in the United States mail in a postage paid wrapper, registered or certified with return receipt requested, addressed to the appropriate Party at the address set forth above for such Party, or to the last address provided in writing to the other Party by the addressee, or (ii) if by any other method, when actually received. Either Party may change its address for the purpose of this AGREEMENT by notice in writing to the other Party in accordance herewith.

To the **CITY**:

Freeport Fire/EMS
ATTN: EMS Coordinator
P.O. Box 3356
Freeport, TX 77541

To the **CONTRACTOR**:

Brad Williams
Vice President, Finance
Intermedix Technologies, Inc.
6451 North Federal Highway, Suite 1002
Fort Lauderdale, Florida 33308

19. SEVERABILITY. Should any part, term or provision of this AGREEMENT be by the courts decided to be illegal or in conflict with any law of Texas, the validity of the remaining portions or provisions shall not be affected thereby.

20. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this AGREEMENT it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

[signature pages to follow]

IN WITNESS OF THE FOREGOING, the CITY has caused this AGREEMENT to be signed by its CITY Administrator, attested as indicated, and the CONTRACTOR has executed this Agreement effective as of the date set forth above.

ATTEST:

City of Freeport

BY: _____
City Secretary

By: _____
Mayor

Date: _____

CONTRACTOR
Intermedix Technologies, Inc. (dba ADPI-
Intermedix)
A Delaware Corporation

DOUG SHAMON,
PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA
BROWARD COUNTY

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Intermedix Technologies, Inc. (dba ADPI-Intermedix)**, a Delaware corporation, and acknowledged execution of the foregoing **AGREEMENT** for the use and purposes mentioned in it and that the instrument is the act and deed of the **Contractor**.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____
in the State and County aforesaid on _____, 200 9.

Notary Public, State of Florida

My Commission expires:

Exhibit A

Scope of Services

CONTRACTOR shall provide complete medical billing and accounts receivable management services for CITY's ambulance services in accordance with the responsibilities outlined below.

CONTRACTOR's Responsibilities:

CONTRACTOR will provide timely and accurate billing services for emergency medical treatment and transport services utilizing information provided by CITY and information obtained from other reliable sources.

All services will be provided as stated below. The following is a summary of these responsibilities:

1. Provide billing and accounts receivable management services to CITY as required on a case-by-case basis.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that the CITY is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by CITY, to CITY's Emergency Medical personnel regarding the gathering of the necessary information and proper completion of run tickets.
5. Provide prompt submission of Medicare, Medicaid and insurance claims after receiving completed run ticket and corresponding insurance claim information. Secondary insurance claims shall be submitted after the primary insurance payor has paid.
6. Provide follow-up on rejected and inactive claims.
7. Utilize most up-to-date knowledge and information with regard to coding requirements and standards, to ensure compliance with applicable Federal, State and local regulations.
8. Reconcile the number of transports processed with those received
9. Provide a designated liaison for patient/payor concerns.
10. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment arrangements based on this information exchange.
11. Provide a toll free telephone number for patients to be answered as designated by the CITY.

12. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such information.
13. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
14. Respond to any CITY or patient inquiry or questions promptly
15. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
16. Provide access to CITY for all requested information in order for CITY to perform appropriate and periodic audits. Reasonable notice will be given to CONTRACTOR for any planned audit and will be conducted during normal business hours of CONTRACTOR
17. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided. Process refund requests and provide the CITY with documentation substantiating each refund requested.
18. Provide CITY all unpaid invoices along with the complete processing history once collection efforts are exhausted.

Specific Scope Compliance

The CONTRACTOR will provide the specific services:

1. Assign billing patient numbers providing cross-reference to the CITY'S assigned transport numbers.
2. Maintain responsibility for obtaining missing or incomplete insurance information.
3. Provide accurate coding of medical claims.
4. Make recommendations for fee schedule changes and regularly advise on changes in statutes and industry regulations.
5. Respond to all patients' requests and inquiries, either written or verbal.
6. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
7. Accounts will be processed within the following guidelines unless express written permission advising otherwise is received from the CITY by the CONTRACTOR:
 - a. Accounts will be actively pursued for payment for 120 days. At the end of the 120 day period, there will have been at least 3 attempts at collecting the amount due except for those accounts where insufficient demographic information exists to pursue the account.

- b. CITY grants to CONTRACTOR the express ability to settle an account for no less than 70% of the billed amount, and to effect any negotiations necessary to accomplish this tasking. Offers of less than 70% require express written consent of the CITY.
 - c. CONTRACTOR may establish payment plans for patients unable to pay the amount due in full, provided no payment plan exceeds 12 monthly payments in term.
8. Provide for facilities to permit real-time read only electronic look-up access by CITY to CONTRACTOR'S system to obtain patient data and billing information.
 9. Maintain records in an electronic format that is readily accessible by the CITY personnel and that meets all federal and state requirements for maintaining patient medical records.
 10. Maintain daily deposit control sheets and original documentation
 11. Create, implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).
 12. Provide reporting of trauma data required by the Texas Department of State Health Services (TDSHS) with connectivity/interface in a format reasonably required by the State.

CITY's Responsibilities:

1. CITY will provide CONTRACTOR with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. CITY will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth, and telephone number. Where possible, CITY will obtain and provide CONTRACTOR with patient health insurance, auto insurance, or other insurance information.
2. CITY will provide CONTRACTOR with necessary documents required by third parties to allow for the electronic filing of claims by CONTRACTOR on CITY's behalf.
3. CITY will provide CONTRACTOR with its approved billing policies and procedures including fee schedules and collection protocols. CITY will be responsible for engaging any third party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts.
4. CITY will timely process refunds identified by CONTRACTOR for account overpayments.
5. CITY will provide a Lock Box address to CONTRACTOR and will instruct Lock Box to forward all Lock Box documents to CONTRACTOR for processing if CITY desires to utilize the services of a Lock Box entity.
6. CITY will provide CONTRACTOR with Daily Bank Balance Reporting capabilities via the bank's designated web site.
7. CITY will cooperate with CONTRACTOR in all matters to ensure proper compliance with laws and regulations.

Exhibit B

Business Associate Addendum

CONTRACTOR the "Business Associate" and CITY hereby add the following additional language to the AGREEMENT.

1. CONTRACTOR shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, CONTRACTOR agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Addendum or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Addendum;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of this Addendum.
 - d. Report to CITY any use or disclosure of PHI not provided for by this Addendum of which CONTRACTOR becomes aware;
 - e. Ensure that any agents or subcontractors to whom CONTRACTOR provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI;
 - f. Make PHI available to CITY and to the individual who has a right of access as required under HIPAA within 30 days of the request by CITY regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by CITY;
 - h. Provide an accounting of all uses or disclosures of PHI made by CONTRACTOR as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining CONTRACTOR's and CITY's compliance with HIPAA; and
 - j. At the termination of the AGREEMENT, return or destroy all PHI received from, or created or received by CONTRACTOR on behalf of CITY, and if return is not feasible, the protections of this Addendum will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by CONTRACTOR on behalf of CITY include:

- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CITY to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CITY to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of CONTRACTOR as business associate.
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
3. Notwithstanding any other provisions of this AGREEMENT or Addendum, the AGREEMENT may be terminated by CITY if CONTRACTOR has violated a term or provision of this Addendum pertaining to CONTRACTOR's material obligations under the HIPAA privacy rule, or if CONTRACTOR engages in conduct which would, if committed by CITY, result in a violation of the HIPAA privacy rule by CITY.

Exhibit C
Addendum to Service Agreement
(TripTix® Mobile System Program)

This Addendum to the AGREEMENT (the "Addendum") hereby adds the following language to the AGREEMENT.

WHEREAS, CONTRACTOR has developed the "TripTix® Mobile System" system running on various hardware platforms to enter medical records and data into and interact with its main billing and medical records system (the "Product" as more particularly defined herein) that CONTRACTOR is willing to make available under license to CITY upon the terms herein set forth; and

WHEREAS, CITY has expressed a desire to use the Product; and

WHEREAS, CITY acknowledges that, in connection with the provision of the Product and the TripTix® Mobile System devices, CONTRACTOR is incurring significant costs per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For all purposes of this Addendum, the following definitions shall apply:

"Confidential Technical Information" shall mean any and all technical information of the designated Party except:

technical information which at the time of disclosure is in the public domain;

technical information which after disclosure is published or otherwise becomes a part of the public domain through no fault of the recipient (but only after it is published or otherwise becomes part of the public domain);

technical information which the recipient can show was in its possession at the time of disclosure and it was not acquired, directly or indirectly, from the other Party hereto; or

technical information which was received by the recipient after the time of disclosure hereunder from a third party who did not acquire it, directly or indirectly, from the disclosure Party under an obligation of confidence.

For the purpose of this definition, specific technical information disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because it is embraced by more general information within one of the said exceptions. In addition, any combination of features disclosed by one Party to the other pursuant to the provisions of this Addendum shall not be deemed, as to the recipient, to be within any of the above exceptions merely because individual features of the combination are within any of said exceptions, but only if the combination itself and its principle of operation are within one of the said exceptions.

"Contract Rights" shall mean Intellectual Property and any other rights and interests of CITY or CONTRACTOR in and under this Addendum, including other assets relating to the Product.

"Customizations" shall mean any changes to the Licensed Software requested by CITY and agreed to by CONTRACTOR for increased or different functionality of the Licensed Software.

"Day" or "Days" shall mean a continuous calendar day.

"Documentation" shall mean any technical or instructional materials for the Licensed Software that are delivered to CITY by CONTRACTOR.

"Defaulting Party" shall mean either CONTRACTOR or CITY to this Addendum who has been served with written notice that it is not in compliance with any term to this Addendum.

"Effective Date" shall mean the date on which the Initial Fee is paid or, if no Initial Fee is required, the date on which the last party to this Addendum executed it.

"First Day of Service" shall mean, with respect to each Product Unit, the first day such Product Unit is delivered to CITY.

"Initial Period" shall mean, with respect to each Product Unit, the initial three-year period following the delivery of the Product Unit to CITY.

"Intellectual Property" shall mean all of CONTRACTOR's rights in and to the Product, including, without limitation, CONTRACTOR's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by CONTRACTOR relevant to the Product.

"Initial Fee" shall mean, with respect to each Product Unit, the Third-Party Intellectual Property Royalty Payments required in connection with such Product Unit.

"Licensed Software" means the copies of CONTRACTOR's software programs as are contained in the Product, including any Documentation included therewith. CONTRACTOR may, at its sole discretion, provide corrections and modifications to the Licensed Software from time to time.

"Licensed Territory" shall mean any geographical area in which CITY operates its emergency medical service throughout the term of this addendum.

"Material Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Material Non-Monetary Breach" shall have the meaning given to it in Article 5 of this Addendum.

"Product" shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Licensed Software, any Customizations with respect to one or more of the Product Units delivered to CITY, and any Third-Party Intellectual Property, as licensed to CITY under the terms and conditions of this Addendum.

"Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than CONTRACTOR.

"Third-Party Interface Devices" shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

"Third-Party Intellectual Property Rights" shall mean the intellectual property rights of any third-party used in connection with the Product.

"Third-Party Intellectual Property Royalty Payments" shall mean the payments to be made directly by CITY or, indirectly, on CITY's behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights.

"Updates" shall mean any and all revisions to the Licensed Software, and the Customizations or any other part of the Product, if any, as shall be delivered by CONTRACTOR to the CITY from time to time.

"Users" shall mean any employees or independent contractors of CITY, all of whom shall have the right to use the Licensed Software, Customizations and any Documentation pursuant to the terms and conditions of this Addendum.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the AGREEMENT. The compensation due and owing CONTRACTOR by CITY shall be increased as described in Section 4.03(b) of the AGREEMENT during the Term of this Addendum.

2.02 License Fees. In addition to the payments required pursuant to the provisions of Section 4.03(b) of the AGREEMENT, CITY shall make the payments in connection with Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.01 hereto.

In the event that CITY terminates this Addendum within the first 12 months, it shall pay an early termination fee as set out on Schedule 2.02 hereto

2.03 Payment Terms. All undisputed amounts shall be paid within thirty (30) days of receipt of a valid invoice.

2.04 All expenditures by the City required by the provisions of this Exhibit C shall be funded by revenue that is current at the time of funding.

ARTICLE III. PROPRIETARY RIGHTS

3.01 CITY acknowledges that CONTRACTOR and its suppliers, including, without limitation, the suppliers of licenses of Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Licensed Software, the Customizations, the Updates, any Documentation, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of CONTRACTOR. CITY shall not be an owner or holder of any copies of, or have any interest in the Licensed Software or any Updates, Customizations, and Documentation but rather, such Licensed Software, Releases and Updates and Documentation are solely licensed for use pursuant to this Addendum. Neither CITY nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Licensed Software or any Product; (ii) sub-license, lease, rent, assign, transfer or distribute Licensed Software or any Product to any third party; (iii) alter, modify, copy, enhance or adapt the Licensed Software or any Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge the Licensed Software or any Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Licensed Software or any Product, or permit persons who are not Users any access to the Licensed Software or its operations, and any attempt to do any of the above shall void all warranties given CITY by CONTRACTOR.

ARTICLE IV. TERM AND TERMINATION

4.01 *Generally.* The term of this Addendum shall begin on the Effective Date and shall continue until the end of the Initial Period of the last Product Unit delivered pursuant to the terms and provisions of this Addendum ("Initial Term"). CONTRACTOR's Maintenance and Support obligations, as well as its development commitments, shall continue until the end of the Initial Term at the fees set forth by the AGREEMENT provided, however, that CITY or CONTRACTOR may terminate this Addendum pursuant to the terms and provisions of this Addendum.

4.02 *Termination.* Notwithstanding any other language herein or in the AGREEMENT, a termination of the Addendum shall not operate to terminate the AGREEMENT, but a termination of the AGREEMENT shall operate as a termination of this Addendum. Notwithstanding anything to the contrary herein or in the AGREEMENT, a termination of the AGREEMENT may be deemed to be an elective termination and a default under this Addendum.

4.03 *Termination of the Addendum.*

Termination by CITY upon CONTRACTOR Material Breach. CITY may terminate this Addendum (but not the AGREEMENT) without obligations to pay an early termination payment, if CONTRACTOR commits a Material Non-Monetary Breach which breach, if capable of being cured, is not cured within 30 days of a written notice of termination

Termination by CITY without CONTRACTOR Material Breach. CITY may terminate this Addendum (but not the AGREEMENT) at any time by providing notice to CONTRACTOR, making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to EACH Product Unit delivered pursuant to this Addendum and returning all Product Units to CONTRACTOR.

Termination by CONTRACTOR upon CITY Material Breach. CONTRACTOR may terminate this Addendum if CITY commits

a Material Monetary Breach CITY fails to pay any undisputed amount due under this Addendum within 20 days after written notice of such nonpayment or

a Material Non-Monetary Breach, which breach, if capable of being cured, is not cured within 30 days of a written notice of termination.

4.04 Any termination of the Addendum shall not:

release CITY or CONTRACTOR from any claim of the other accrued hereunder prior to the effective date of such termination;

release CITY or CONTRACTOR from their obligations under Article VII or Sections 4.05 and 4.06, respectively, unless otherwise released by the further terms hereof;

4.05 Upon termination of this Addendum, CONTRACTOR shall remain the sole owner of the Product and all intellectual property and goodwill associated therewith, and CITY shall assert no rights thereto.

4.06 *Delivery of Materials.* Upon termination of this Addendum for any reason, CITY shall immediately discontinue use of the Product including all Documentation and within ten (10) days return each of the Product Units and certify in writing to CONTRACTOR that all copies, extracts or derivatives of any item comprising the Product, including all Documentation, in whole or in part, in any form, have either been delivered to CONTRACTOR or destroyed in accordance with CONTRACTOR's instructions. All payments made by CITY to CONTRACTOR hereunder are non-refundable.

ARTICLE V. BREACH OF ADDENDUM

5.01 *Material Non-Monetary Breaches.*

CITY Material Non-Monetary Breach. *For purposes of this Addendum, as respects a breach by a CITY, a "Material Non-Monetary Breach" includes any breach of its or its User's obligations with respect to Proprietary Rights, Confidentiality, or any material breach of a party's representations or warranties under this Addendum.*

CONTRACTOR Material Non-Monetary Breach. *For purposes of this Addendum, as respects a breach by CONTRACTOR, a "Material Non-Monetary Breach" includes any material breach of its Maintenance and Support obligations or any material breach of its representations or warranties under this Addendum.*

CONTRACTOR and CITY Material Non-Monetary Breach. *For purposes of this Addendum, as respects a breach by either CONTRACTOR or CITY, it shall be a "Material Non-Monetary Breach" if such party (i) terminates or suspends its business or operations, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which are not rescinded within forty-five (45) days.*

5.02 *Material Monetary Breaches.* For purposes of this Addendum, as respects a breach by either CONTRACTOR or CITY, it shall be a "Material Monetary Breach" with respect to such party if:

Such party fails to make any Third-Party Intellectual Property Royalty Payment as required under any agreement with such third party;

Such party fails to make payments due under the terms of this Addendum or the AGREEMENT when and as due; or

Such party fails to reimburse the other party for payments made on its behalf for Third-Party Intellectual Property Royalty Payments.

ARTICLE VI. LICENSE

6.01 License. Commencing on the Effective Date and subject to the terms and conditions of this Addendum, CONTRACTOR grants CITY a non-exclusive, non-transferable license, to use the Product in the Licensed Area by the Users. This license does not constitute a sale of the Product or any portion or piece thereof or of any copies of Licensed Software, Customizations or Documentation.

6.02 Delivery and Acceptance. CONTRACTOR will deliver to CITY, the Product at mutually agreeable times, after or simultaneously with the later of date of the execution of this Addendum or Effective Date, or as otherwise provided.

6.03 No Other Rights. Except to exercise the license of Section 6.01 and its rights specifically granted under this Addendum, CITY shall have no rights to own, use or otherwise exercise dominion over the Product. Except as otherwise permitted under this Addendum, CITY may not rent, lease, loan, sell or otherwise distribute the Product or any derivative works based upon the Licensed Software in whole or in part.

6.04 Right of Audit. Either party may audit and inspect the other party's physical and electronic records solely to verify such party's compliance with the terms of this Article VI. CITY hereby agrees to the remote electronic survey of the Licensed Software licensed hereunder, provided CITY is provided ten (10) business day's prior written notice of such survey and provided further that such audit is conducted in a reasonable manner. In addition, upon written request from the other party, each party shall provide or obtain physical access to such records to either the requesting party or an independent auditor chosen by the party for the purposes of audit. All physical audits of CITY will be conducted at the business premises in which the Licensed Software is installed or accessed during regular business hours during the term of this Addendum. Audits will be conducted no more frequently than once annually. All individuals performing such audits, including independent third party auditors, must be bound by confidentiality obligations consistent with this Addendum.

6.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to CITY, CONTRACTOR will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by CONTRACTOR for testing and development shall be supplied by CITY at its expense to CONTRACTOR promptly upon request by CONTRACTOR to CITY.

ARTICLE VII. LIMITED WARRANTY AND DISCLAIMER:

7.01 Software Media Warranty. CONTRACTOR warrants that each Product Unit delivered to CITY will be free from material defects when delivered. CONTRACTOR's entire liability and CITY's exclusive remedy under this warranty will be to replace the media on which such Product was delivered. CONTRACTOR shall have no obligation to replace any defective media which is not returned to CONTRACTOR within the warranty period or which has failed because of accident, abuse or misapplication.

7.02 Software Warranty. CONTRACTOR warrants that for a period of 90 days from the delivery of a Product Unit identified by CONTRACTOR as being fully functional for production at the site

designated by CONTRACTOR, the Product, if properly used by CITY, shall operate in conformity with the Documentation for such Product, if any. CONTRACTOR does not warrant that any Product will meet all of CITY's requirements or that the use of any Product will be uninterrupted or error free.

7.03 Grant of Standard Warranties Only. NEITHER CONTRACTOR NOR ANY OF ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH CITY WITH RESPECT TO THE PRODUCT OR OTHER ITEMS DELIVERED PURSUANT TO THIS ADDENDUM THAT IS NOT PART OF THE STANDARD WARRANTY OFFERED BY CONTRACTOR TO ITS OTHER CUSTOMERS. CONTRACTOR's sole and exclusive liability, and CITY's sole and exclusive remedy, shall be, at CONTRACTOR's sole election, to terminate this Addendum, at which time, CITY shall immediately deliver each Product Unit and any related Documentation to CONTRACTOR; provided, however, CONTRACTOR may elect, to attempt, through reasonable efforts, to: (a) correct any material nonconformities discovered within the Warranty Period, (b) replace the nonconforming Product. The above remedies are available only if CONTRACTOR is promptly notified in writing, within the warranty period, upon discovery of the nonconformities by CITY and CONTRACTOR's examination of the Product discloses that such nonconformities exist, and that the Product has not been (i) altered or modified; (ii) subjected to negligence, or computer or electrical malfunctions; (iii) used, adjusted, or installed other than in accordance with the instructions furnished by CONTRACTOR; or (iv) modified for custom development by CONTRACTOR for CITY as agreed in an Order. ANY REFUND OF FEES PROVIDED HEREUNDER (WHICH MAY BE UNDERTAKEN AT CONTRACTOR'S SOLE AND COMPLETE DISCRETION) SHALL BE DEEMED A TERMINATION OF THIS ADDENDUM (AND ANY RELATED MAINTENANCE) AND SHALL BE CITY'S SOLE AND EXCLUSIVE REMEDY FOR REJECTION OF THE PRODUCT(S) AND NEITHER PARTY SHALL HAVE ANY FUTURE OBLIGATIONS OR LIABILITY HEREUNDER WITH RESPECT TO SUCH PRODUCT(S). THIRD PARTY INTELLECTUAL PROPERTY PAYMENTS SHALL NOT BE REFUNDABLE IN FULL OR IN PART.

7.04 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties.

Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). CITY agrees that CONTRACTOR shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by the CITY in reliance upon such information or the Product. CITY further agrees that CONTRACTOR shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at CITY's sole risk, cost and expense.

CONTRACTOR and its third party suppliers do not warrant to the CITY that any Product will meet CITY's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected by third party's providing of information, or that the data and/or reports generated by the Product will be accurate in the event that third party information providers have provided inaccurate information.

7.05 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS ADDENDUM AND THEIR OWN WILLFUL MISCONDUCT, CONTRACTOR DOES NOT MAKE ANY WARRANTIES EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH CITY WITH RESPECT TO THE LICENSED SOFTWARE, ANY SERVICES OR ANY PRODUCT, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF CONTRACTOR SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON CONTRACTOR'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF CONTRACTOR. EXCEPT

CITY OF FREEPORT & POWERHOUSE FITNESS GYM CENTER

PROUDLY PRESENTS

Bryan Beach Bash '10



FOOD & BONFIRE

CASH PRIZE
\$500
PER AGE GROUP

BEACH VOLLEYBALL TOURNAMENT

AGE GROUPS: 0-14 15-17 18+

BEACH BASH 2010 SWIMSUIT COMPETITION

\$500
CASH PRIZE

18+ TO ENTER

SAND CASTLE COMPETITION

\$500
CASH PRIZE

KIDS PLAY FREE
ADULT TEAMS \$30

UNLIMITED AMOUNT
OF MEMBERS

LIVE BANDS FIREWORKS CAR SHOW

HOT DOG EATING & LIMBO CONTESTS HORSESHOE THROWING CONTEST

All Events: **KIDS PLAY FREE**

All contestants must pre-register by June 11, 2010

Saturday, June 12, 2010

10:00 AM to Midnight

For more information call us at 979-233-3526 or
visit us online at www.freeport.tx.us



PARKS AND RECREATION DEPARTMENT

500 Brazosport Blvd * Freeport, TX 77541 * (979) 233-3306 Ph * (979) 233-4141 Fax

FACSIMILE TRANSMITTAL SHEET

To : DELIA

FROM: ROBIN

COMPANY:

DATE: 5/17/10

FAX #: 233-8867

TOTAL NO. OF PAGES
INCLUDING COVER:

PHONE #:

RE: 2

URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

NOTES/COMMENTS:

Delia,

Here is the Council special request form for the Lion's Club for Fishin Fiesta.

Mr. Martin or Mr. Turner will attend the meeting.

Thanks,

Robin

Park / Council Special Request Form

Council Meeting Date June 7th, 2010
 Name of Organization Freeport Host Lion's Club
 Name of Event 63rd Fishing Fiesta
 Date of Event June 30th - July 4th
 Type of Event Festival

On behalf of the organization I represent
 I am requesting your permission to allow
 us to do the following in Municipal Park:

The Parks Department has reviewed the
 noted requests. We forward our
 recommendations for your consideration
 and approval.

- Sell alcohol on specified date
 (security provided by: _____) yes no
- Have a public dance *Bruzina*
 Provide own agency to be used County Constables yes no
- Erect temporary fencing yes no
- Charge a general admission fee yes no
- Close or use lanes on streets within the City.
 (see map attached showing affected streets.) yes no
- Have fireworks display yes no
- N/A Other _____ N/A yes no
- N/A Other _____ N/A yes no

Thank you for your assistance.

Thank you.

Sincerely,

Sincerely,

Ben Martin (President) or Richard Turner
 Organization Representative

Kang Jansky
 Director Parks and Recreation

Date

Date

5/17/10



Now More Than Ever.
Help Build It!

Date: Monday, May 17, 2010

To: Delia Munoz, Secretary, City of Freeport TX

Re: Request to be placed on Agenda for City Council meeting June 7, 2010

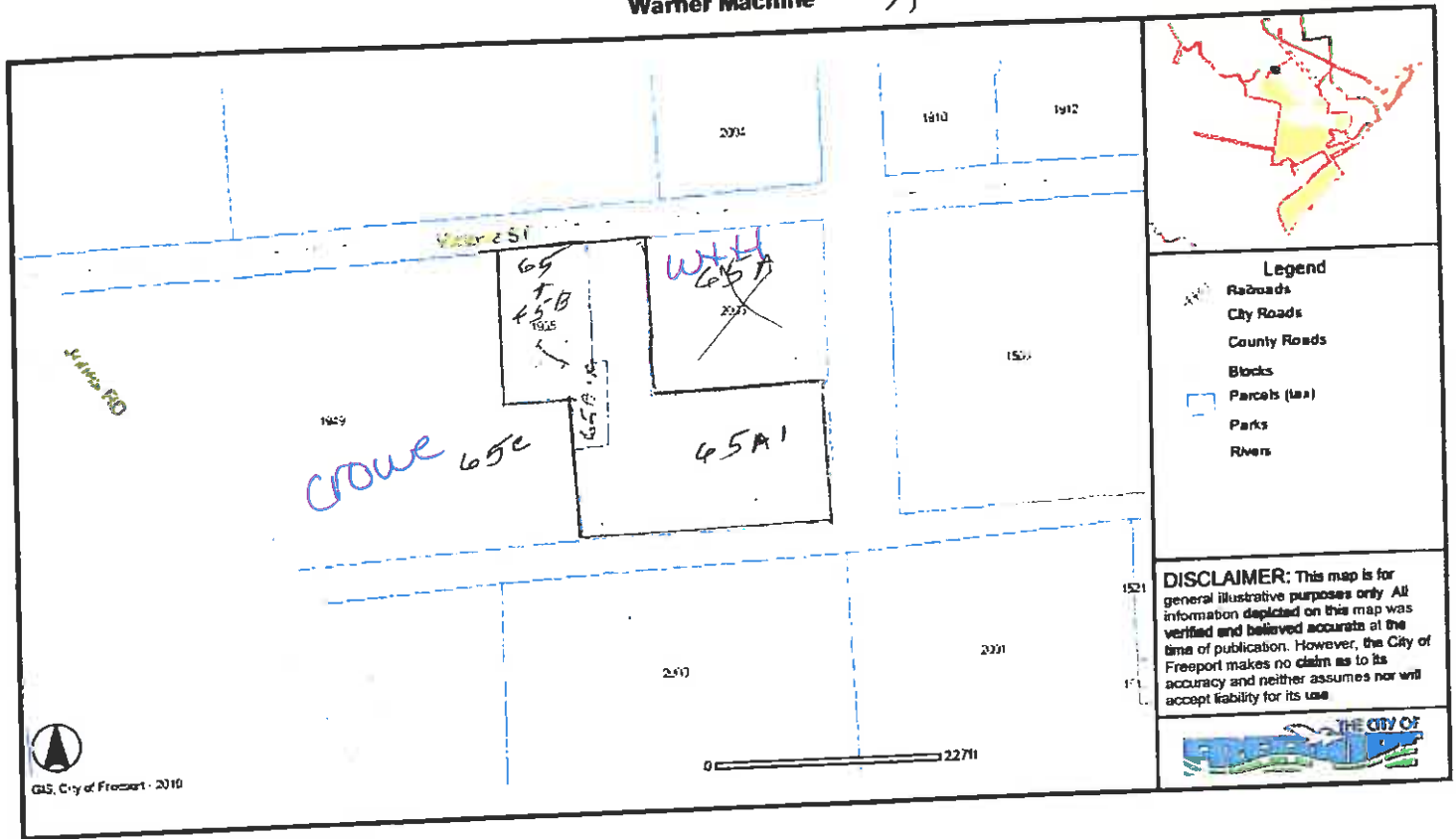
Organization: Habitat for Humanity of Southern Brazoria County

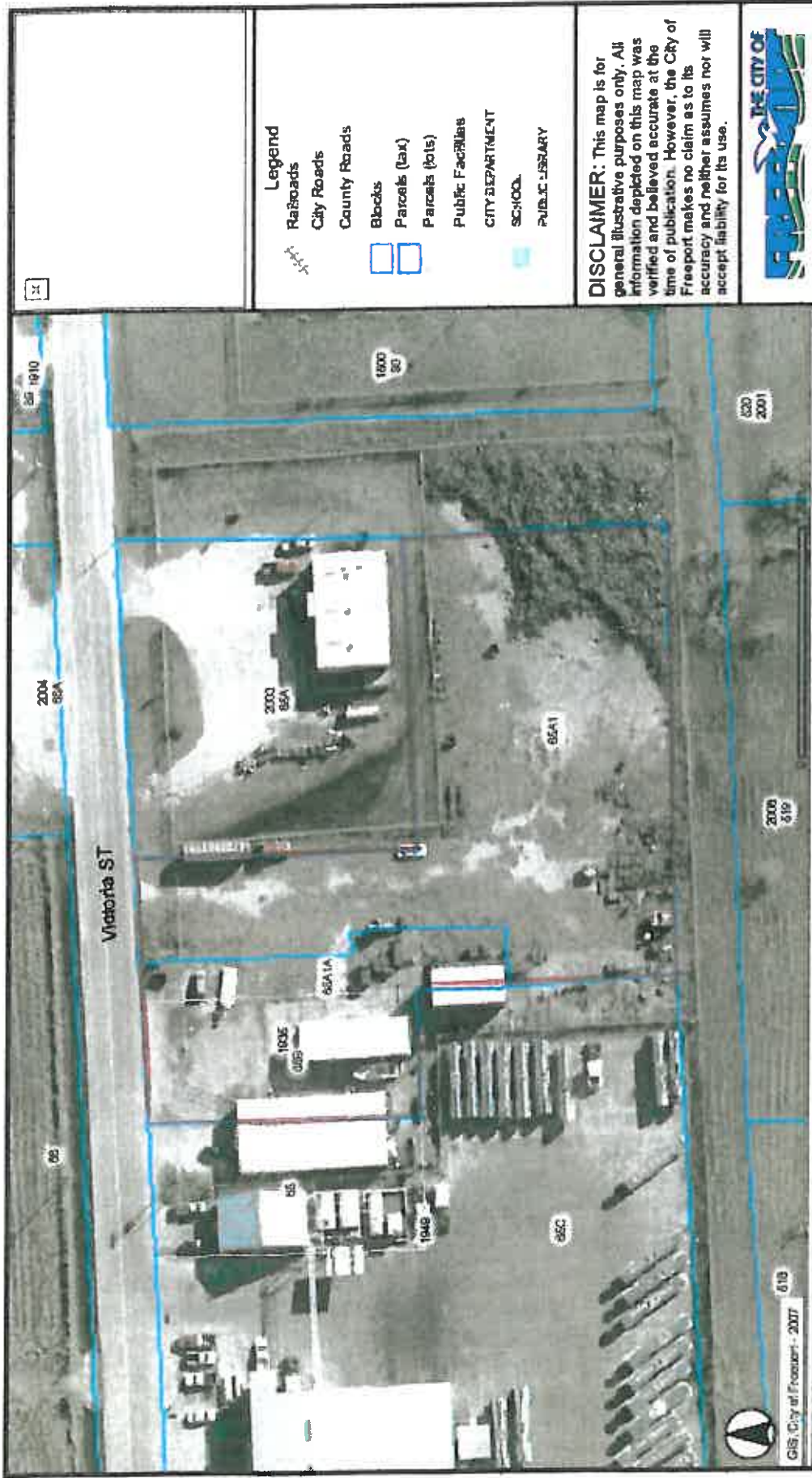
Subject: Request for waiver of usual permit/tap fees

Site Address: *Lot 8, Block 183 of the City of Freeport, Brazoria County, Texas, according to the map or plat recorded in the Office of the County Clerk of said county.* Property ID: 210711, Geographic ID: 4201-1860-000

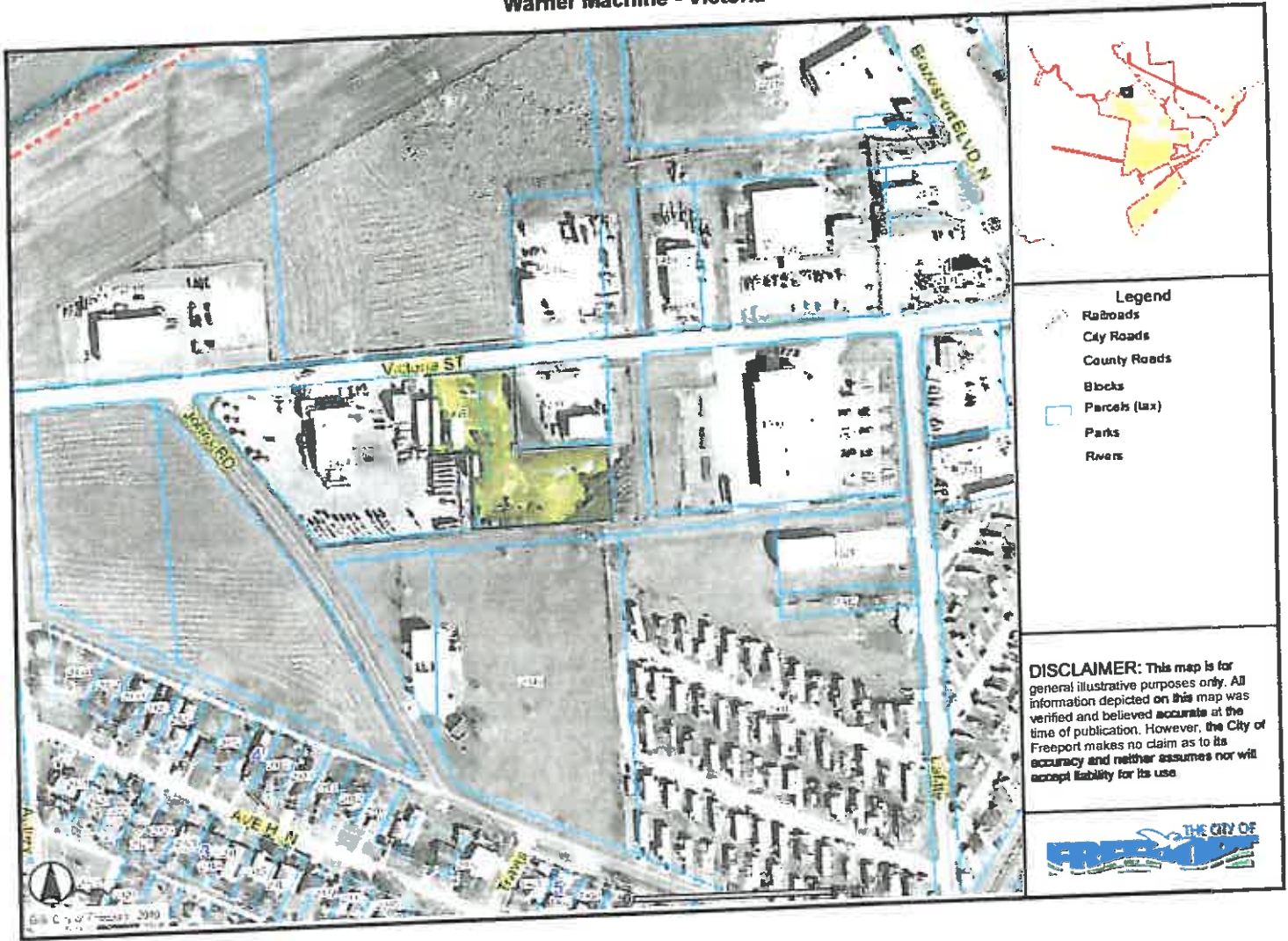
Contact Person:

Mary-Ellen Thomas
Executive Director





Warner Machine - Victoria



June 7, 2010

For Your Information:

Block 2, Lots 12 & 13, Freeport Townsite was on the January 19th, 2010
Agenda.

Council motion to reagenda.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Nat Hickey

THE CITY OF FREEPORT



200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

PROPERTY MANAGEMENT

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Jeff Pynes
City Manager

November 20, 2009

Jeff Pynes
Chief Executive Officer
City Manager

re: Lots 12 & 13, Block 2, Freeport Townsite
530 East Broad Street
Tax ID 4200-0040-000

Jan. 19, 2010

Please place the following item on the ~~December 7, 2009~~ City council agenda:

Discuss / consider the sale of the City's interest in
lots 12 & 13, block 2, Freeport, Townsite, known
as 530 East Broad Street.
Tax ID 4200-0040-000

Bid analysis and calculation sheet attached.


N C Hickey
Property Manager

attach

/s



pg 555

**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date:
Agenda item:

November 2, 2009

*Jan 19, 2010
June 7, 2010*

Legal Description:
Street Address:

Lot: 12 & 13, Block 2, Freeport Townsite
530 East Broad Street

Type of Property Sale:
Sheriff Sale Date:
Sheriff Deed Number:

Trust
3-6-09
2009011565

Years Taxes Delinquent:
Taxes extinguished by Sheriff Sale:

2001-2009
\$ 708.30

Appraisal District Value:
Offer by: Michael Hickey
Court Cost & Post Judgment:

\$2,800.00
\$2,900.00
\$4,116.91

Amount Left to Distribute:
Distribution Amount to Freeport:

\$ 0
\$ 0

Property Recommendation:

Pleasure of Council

Action:

Accept Offer
 Reject Offer
 Re-agenda

COMMENTS:

H19-2010 ReAgenda

Motion by _____ Second _____ Vote _____

Trust sale-Council action

*Pg 556
Pg 506*

CAD

Property Search Results > Property ID 208883 CITY OF FREEPORT IN TRUST for Year 2009

Property Details

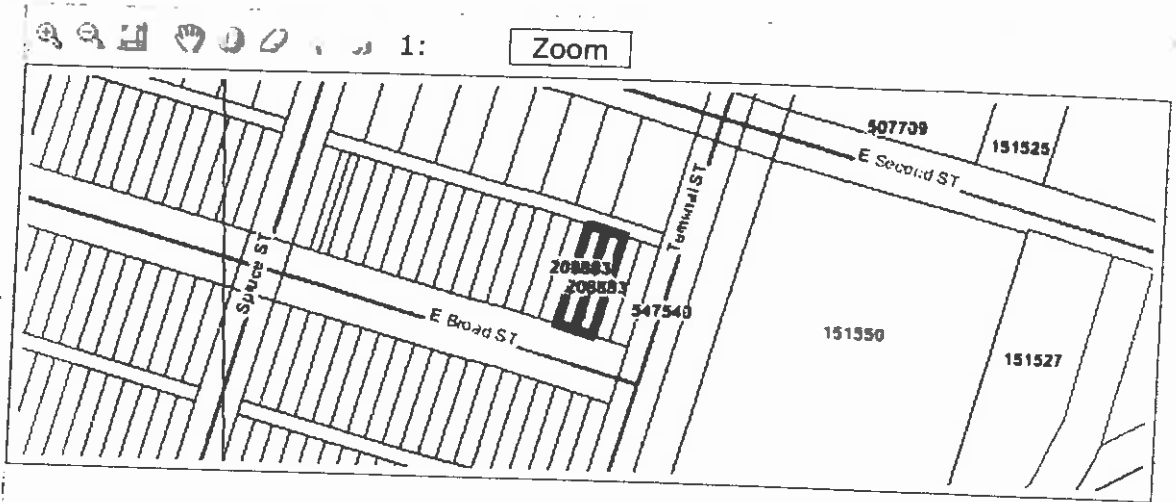
Account
 Property ID 208883
 Geo ID 4200-0040-000
 Type Real
 Legal Description FREEPORT, BLOCK 2, LOT 12-13
 Location
 Address E BROAD ST, FREEPORT, TX 77541
 Neighborhood: FREEPORT ORIGINAL
 Mapsco
 Jurisdictions: CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR
 Owner
 Name CITY OF FREEPORT IN TRUST
 Address 200 W 2ND ST, FREEPORT, TX 77541-5773

Property Appraised Value: \$2,800

Map Layers

Radius Search

Website version: 1.2.2.2



Database last updated on: 10/13/2009 8.40 PM

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BID ANALYSIS

Number: 42818 Account Number: 4200-0040-000
 Offer Amount: \$2,900.00 Value \$: \$2,800.00
 Person Offering: MICHAEL HICKEY Adjudged Value\$: \$2,800.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1987-2006	\$100.32
Brazosport ISD		\$365.00
BRHND		\$16.50
Brazosport College		\$26.54
Velasco Drainage		\$18.94
City of Freeport		\$181.00
	Total	\$708.30

2001-2005

Costs

Court Costs	Sheriff Fees	\$123.89
Publication Fees	Research Fees	\$69.19
Ad Litem	Recording fee's	\$28.00
	Liens	\$3,792.03
	Cost of Deed	
	Total	\$4,013.11

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2007-2008	\$15.73
Brazosport ISD		\$48.07
BRHND		\$2.16
Brazosport College		\$6.31
Velasco Drainage		\$3.31
City of Freeport		\$28.22
	Post Judgment Total	\$103.80

Proposed Distribution

Offer Amount \$2,900.00 Costs + P & J \$4,116.91
 Net to Distribute \$ -\$1,216.91

BC	14.16%	-\$172.36
Brazosport ISD	51.53%	-\$627.10
BRHND	2.33%	-\$28.35
Brazosport College	3.75%	-\$45.60
Velasco Drainage	2.67%	-\$32.54
City of Freeport	25.55%	-\$310.97



PROPERTY MANAGEMENT

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Jeff Pynes
City Manager

January 6, 2010

Jeff Pynes
Chief Executive Officer
City Manager

re: Lot 11, Block 7, Freeport Townsite
715 West 11th Street
Tax ID 7750-0154-000

Please place the following item on the City Council Agenda on ~~January 19, 2010~~ ^{June 7, 2010}

Discuss / consider the sale of the city interest in lot 11, block 7, Southview Gardens Subdivision, known as 715 West 11th Street, Freeport Townsite. Tax ID 7750-0154-000

There is an outstanding lien, no. 2004004101 since 3-12-03 in the amount of \$215.00, plus penalty and interest.


N C Hickey
Property Manager

attach.

/s



**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date: ~~January 19, 2010~~ *June 7, 2010*
Agenda item: _____

Legal Description: Lot: 11, Block 7, Freeport Townsite
Street Address: 715 West 11th St, Southview Garden S/D
Tax ID No: 7750-0154-000

Type of Property: Trust
Sheriff Sale Date: 2-14-03
Sheriff Deed Number: 03-011552

Years Taxes Delinquent: 15
Taxes extinguished by Sheriff Sale: \$ 4,836.84

Appraisal District Value: \$ 4,580.00
Offer by: James Forsythe \$ 762.00
Court Cost & Post Judgment: \$ 940.00

Amount Left to Distribute: \$ 0
Distribution Amount to Freeport: \$ 0
Property Recommendation: Pleasure of Council

Action: Accept Offer
 Reject Offer
 Re-agenda

COMMENTS:

Outstanding lien: #2004004101, dated 3-12-2003, amount \$215.00
plus penalty and interest @ 10% for 6 years

Motion by _____ Second _____ Vote _____

BID ANALYSIS

Cause Number:	16066*T01	Account Number:	7750-0154-000
Offer Amount:	\$762.00	Value \$:	\$4,580.00
Person Offering:	JAMES FORSYTH	Adjudged Value\$:	\$3,050.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1987-2000	\$519.13
Brazosport ISD		\$2,365.05
BRHND		\$148.94
Brazosport College		\$129.98
Velasco Drainage		\$201.73
City of Freeport		\$1,372.01
Total		\$4,836.84

Costs

Court Costs	\$304.00	Sheriff Fees	
Publication Fees	\$48.61	Research Fees	\$150.00
Ad Litem		Recording fee's	\$13.00
		Liens	0
		Cost of Deed	
Total			\$515.61

Post Judgement Information

Taxing Entity	Tax Year's	
BC	1987-2000	\$61.06
Brazosport ISD		\$212.54
BRHND		\$10.70
Brazosport College		\$12.82
Velasco Drainage		\$10.67
City of Freeport		\$116.99
Post Judgment Total		\$424.78

Proposed Distribution

Offer Amount		Costs + P & J
\$762.00		\$940.39
Net to Distribute \$		-\$178.39

BC	12.80%	-\$22.83
Brazosport ISD	48.90%	-\$87.23
BRHND	3.08%	-\$5.49
Brazosport College	2.69%	-\$4.79
Velasco Drainage	4.17%	-\$7.44
City of Freeport	28.37%	-\$50.60

Brazoria CAD

Property Search Results > Property ID 251532 CITY OF FREEPORT IN TRUST for Year 2010

Property Details

Account
 Property ID: 251532
 Geo. ID: 7750-0154-000
 Type: Real

Legal Description:
 SOUTH VIEW GARDENS (FREEPORT), BLOCK 7, LOT 11 (CAUSE NO 16086*T01)

Location
 Address: 715 W 11TH ST
 FREEPORT, TX 77541
 Neighborhood: SOUTH VIEW GARDENS

Mapsc: CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR

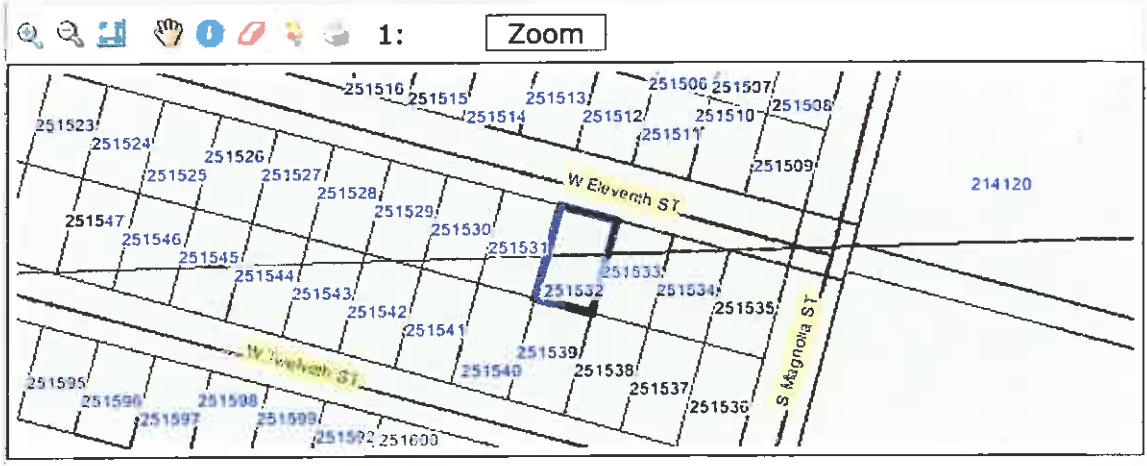
Jurisdictions: CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR

Owner
 Name: CITY OF FREEPORT IN TRUST
 Address: 200 W 2ND ST
 FREEPORT, TX 77541-5773

Property
 Appraised Value: N/A

Map Layers

Radius Search





Wednesday, January 6 2010

Taxes Due Detail by Year

[Begin a New Search](#) [Go to Your Portfolio](#)
[Return to the Previous Page](#) [Taxes Due by Jurisdiction](#)

Account No.: 77500154000

* Additional Collection Costs

Year	Base Tax Due	as of January 31, 2010		as of February 28, 2010		as of March 31, 2010	
		Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due
2003	\$10.63	\$12.84	\$23.47	\$12.98	\$23.61	\$13.11	\$23.74
2002	\$86.43	\$110.66	\$197.09	\$111.67	\$198.10	\$112.69	\$199.12
2001	\$86.26	\$120.09	\$206.35	\$121.05	\$207.31	\$122.08	\$208.34
2000	\$84.80	\$129.75	\$214.55	\$130.71	\$215.51	\$131.70	\$216.50
1999	\$83.44	\$139.18	\$222.62	\$140.13	\$223.57	\$141.09	\$224.53
1998	\$83.56	\$150.89	\$234.45	\$151.87	\$235.43	\$152.83	\$236.39
1997	\$84.20	\$163.68	\$247.88	\$164.65	\$248.85	\$165.62	\$249.82
1996	\$285.33	\$594.07	\$879.40	\$597.35	\$882.68	\$600.63	\$885.96
1995	\$463.18	\$1,028.27	\$1,491.45	\$1,033.58	\$1,496.76	\$1,038.93	\$1,502.11
1994	\$465.85	\$1,098.47	\$1,564.32	\$1,103.83	\$1,569.68	\$1,109.21	\$1,575.06
Total Amount Due:	\$1,733.68	\$3,547.90	\$5,281.58	\$3,567.82	\$5,301.50	\$3,587.89	\$5,321.57

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E-mail: roving@brazoria-county.com111 E. Locust Suite
Angleton, TX 77515
(979) 864-1320

Brazoria CAD

Property Search Results > 251532 CITY OF FREEPORT IN TRUST for Year 2010

Property

Account

Property ID: 251532 Legal Description: SOUTH VIEW GARDENS (FREEPORT),
BLOCK 7, LOT 11 (CAUSE NO 16066*T01)

Geographic ID: 7750-0154-000 Agent Code:
Type: Real

Location

Address: 715 W 11TH ST Mapsco:
FREEPORT, TX 77541

Neighborhood: SOUTH VIEW GARDENS Map ID:
Neighborhood CD: S7750

Owner

Name: CITY OF FREEPORT IN TRUST Owner ID: 114250
Mailing Address: 200 W 2ND ST % Ownership: 100.000000000000%
FREEPORT, TX 77541-5773

Exemptions: EX

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: CITY OF FREEPORT IN TRUST
% Ownership: 100.000000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CFP	CITY OF FREEPORT	N/A	N/A	N/A	N/A
DR2	VELASCO DRAINAGE DISTRICT	N/A	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A
JBR	BRAZOSPORT COLLEGE	N/A	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions:

~~N/A~~ 564

Taxes w/o Exemptions: N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.1400	6100.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2010		N/A	N/A	N/A	N/A	N/A
2009		\$0	\$4,580	0	4,580	\$4,580
2008		\$0	\$3,050	0	3,050	\$3,050
2007		\$0	\$3,050	0	3,050	\$3,050
2006		\$0	\$3,050	0	3,050	\$3,050
2005		\$0	\$3,050	0	3,050	\$3,050
2004		\$0	\$3,050	0	3,050	\$3,050
2003		\$0	\$3,050	0	3,050	\$3,050
2002		\$0	\$3,050	0	3,050	\$3,050
2001		\$0	\$3,050	0	3,050	\$3,050

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
1	2/14/2003 12:00:00 AM	SD	SHERIFF'S DEED	EBENEZER TEMPL	CITY OF FREEPOR	03	011552
2	9/15/1993 12:00:00 AM	WD	WARRANTY DEED	CONE A C JR & MC	EBENEZER TEMPL	94	012714

Questions Please Call (979) 849-7792

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.2

Database last updated on: 12/6/2009 8:34 PM

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Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember
Mayor Pro Tem
Ward D

Jeff Pynes
Chief Executive Officer
City Manager

PROPERTY MANAGEMENT
MEMO

Council:

Agenda item:

Block & Lot(s):

Street Location:

Account:

Taxes delinquent:

Taxes extinguished:

Value of property:

Offer by James Forsyth:

Court costs & post judgment:

To distribute:

Liens - None

Recommendation:

Action:

. June 7, 2010
.

. Block 62, lot 12
. 324 South Avenue I
. 8110-0601-000

\$ 1989 - 2009

\$ 500.01

\$ 654.22

\$ 370.00

\$ 716.74

\$ -0-

\$ -0-

Pleasure of Council

[] Sell
[] Reject offer

Motion

Second

Vote



Tax Resale Property Information

RESALE MEETING OF: October 27, 2009

Legal Description: VELASCO (FREEPORT), BLOCK 62, LOT 12
 ACRES .0775 *324 S. Ave I*

Physical Address: AVE I

Account Number: 8110-0601-000

In Trust To: BRAZORIA COUNTY

Adjudged Value/Year: \$760.00

Minimum Bid at Sale: \$760.00

Offer: \$370.00

Offer made by: JAMES FORSYTH

Sheriff's Deed Filed: July 23, 1999

Redemption Expiration: 1/23/2000

City weed/demo liens: UNKNOWN

Land Value: (Current) \$2,530.00

Improvement Value:(Current) \$0.00

Previous Owner: BENNY DOTSON

Precinct: 1

School District: BRAZOSPORT ISD

Vote:	<u>AYE</u>	<u>NAY</u>
R. Garrett	x	
C. Garner	x	
Judge King	x	
D. Payne	x	
Civil Div. Rep.	x	

Notes: Michael Darlow was present at the meeting.

RECEIVED
 NOV 10 2009
 PROPERTY MGMT

BID ANALYSIS

Cause Number: 95T5642 Account Number: 8110-0601-000
 Offer Amount: \$370.00 Value \$: \$2,530.00
 Person Offering: JAMES FORSYTH Adjudged Value\$: \$760.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1975-1996-	\$66.49
BCED		\$48.47
Brazosport ISD		\$171.54
BRHND		\$18.65
Brazosport College		\$11.67
Velasco Drainage		\$26.41
Road Dist 34		\$0.00
City of Freeport		\$166.78
Total		\$500.01

Costs

Court Costs	\$307.00	Sheriff Fees	\$60.00
Publication Fees	\$180.00	Research Fees	
Ad Litem		Recording fee's	\$13.00
Liens			0
Total		Cost of Deed	\$569.00

Post Judgement Information

Taxing Entity	Tax Year's	Amount Due
BC	1997-2009	\$19.25
BCED		\$0.00
Brazosport ISD		\$73.80
BRHND		\$4.30
Brazosport College		\$4.12
Velasco Drainage		\$4.25
Road Dist 34		\$0.00
City of Freeport		\$42.02
Post Judgment Total		\$147.74

Proposed Distribution

Offer Amount: \$370.00
 Costs + P & J: \$716.74
 Net to Distribute \$: -\$346.74

BC	13.30%	-\$46.11
BCED	9.69%	-\$33.61
Brazosport ISD	34.31%	-\$118.96
BRHND	3.73%	-\$12.93
Brazosport College	2.33%	-\$8.09
Velasco Drainage	5.28%	-\$18.31
Road Dist 34	0.00%	\$0.00
City of Freeport	31.36%	-\$108.72

Brazoria CAD

Property Search Results > 260052 BRAZORIA COUNTY IN TRUST for Year 2009

Property

Account

Property ID: 260052 Legal Description: VELASCO (FREEPORT), BLOCK 62, LOT 12, CAUSE #95T5642

Geographic ID: 8110-0601-000 Agent Code:
 Type: Real

Location

Address: *32 1/2* AVE I FREEPORT, TX 77541 Mapsco:

Neighborhood: FREEPORT ORIGINAL Map ID:
 Neighborhood CD: CFP.O

no liens

Owner

Name: BRAZORIA COUNTY IN TRUST Owner ID: 49031
 Mailing Address: 111 E LOCUST % Ownership: 100.0000000000%
 ANGLETON, TX 77515

Exemptions: EX

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$2,530	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
		<hr/>	
(=) Market Value:	=	\$2,530	
(-) Ag or Timber Use Value Reduction:	-	\$0	
		<hr/>	
(=) Appraised Value:	=	\$2,530	
(-) HS Cap:	-	\$0	
		<hr/>	
(=) Assessed Value:	=	\$2,530	

Taxing Jurisdiction

Owner: BRAZORIA COUNTY IN TRUST
 % Ownership: 100.0000000000%
 Total Value: \$2,530

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$2,530	\$0	\$0.00
CFP	CITY OF FREEPORT	0.708266	\$2,530	\$0	\$0.00
DR2	VELASCO DRAINAGE DISTRICT	0.087130	\$2,530	\$0	\$0.00
GBC	BRAZORIA COUNTY	0.366286	\$2,530	\$0	\$0.00
JBR	BRAZOSPORT COLLEGE	0.175754	\$2,530	\$0	\$0.00
NAV	PORT FREEPORT	0.053500	\$2,530	\$0	\$0.00
RDB	ROAD & BRIDGE FUND	0.060000	\$2,530	\$0	\$0.00
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.228500	\$2,530	\$0	\$0.00
Total Tax Rate:		2.679436			

Taxes w/Current Exemptions: **\$0.00** Pg. 569

Taxes w/o Exemptions: \$67.79

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.0775	3375.00	0.00	0.00	\$2,530	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2010		N/A	N/A	N/A	N/A	N/A
2009		\$0	\$2,530	0	2,530	\$0 \$2,530
2008		\$0	\$2,190	0	2,190	\$0 \$2,190
2007		\$0	\$2,190	0	2,190	\$0 \$2,190
2006		\$0	\$2,190	0	2,190	\$0 \$2,190
2005		\$0	\$2,190	0	2,190	\$0 \$2,190
2004		\$0	\$760	0	760	\$0 \$760
2003		\$0	\$760	0	760	\$0 \$760
2002		\$0	\$760	0	760	\$0 \$760
2001		\$0	\$760	0	760	\$0 \$760

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
1	7/12/1999 12:00:00 AM	SD	SHERIFF'S DEED	DOTSON BENNY J	BRAZORIA COUNT	99	033858

Questions Please Call (979) 849-7792

Website version: 1.2.2.2

Database last updated on: 10/13/2009 8:40 PM

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Monday, November 30 2009

Taxes Due Detail by Year

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[Return to the Previous Page](#) [Taxes Due by Jurisdiction](#)

Account No.: 81100601000

* Additional Collection Costs

Year	Base Tax Due	November		December		January	
		Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due
1999	\$11.00	\$18.09	\$29.09	\$18.21	\$29.21	\$18.34	\$29.34
1998	\$20.82	\$37.13	\$57.95	\$37.34	\$58.16	\$37.60	\$58.42
1997	\$20.98	\$40.30	\$61.28	\$40.55	\$61.53	\$40.79	\$61.77
1995	\$21.39	\$47.00	\$68.39	\$47.26	\$68.65	\$47.49	\$68.88
1994	\$21.51	\$50.21	\$71.72	\$50.46	\$71.97	\$50.72	\$72.23
1992	\$20.39	\$53.23	\$73.62	\$53.47	\$73.86	\$53.69	\$74.08
1991	\$19.49	\$53.56	\$73.05	\$53.82	\$73.31	\$54.04	\$73.53
1990	\$18.24	\$52.66	\$70.90	\$52.86	\$71.10	\$53.06	\$71.30
1989	\$35.74	\$108.15	\$143.89	\$108.54	\$144.28	\$108.93	\$144.67
Total Amount Due:	\$189.56	\$460.33	\$649.89	\$462.51	\$652.07	\$464.66	\$654.22

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 111 E. Locust Suite
 Angleton, TX 77515
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Property Search Results > Property ID 260052 BRAZORIA COUNTY IN TRUST for Year 2009

Property Details

Account
Property ID: 260052
Geo. ID: 8110-0601-000
Type: Real
Legal Description: VELASCO (FREEPORT), BLOCK 82, LOT 12, CAUSE #95T5842

Location
Address: 324 S AVE I
FREEPORT, TX 77541
Neighborhood: FREEPORT ORIGINAL
Mapsc0: CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR

Jurisdictions:
CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR

Owner
Name: BRAZORIA COUNTY IN TRUST
Address: 111 E LOCUST ANGLETON, TX 77515

Property
Appraised Value: \$2,530

[Map Layers](#)
[Radius Search](#)

1: Zoom

Website version: 1.2.2.2

Database last updated on: 10/13/2009 8:40 PM

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Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Jeff Pynes

Chief Executive Officer
City Manager

PROPERTY MANAGEMENT
MEMO

Council Agenda Date: ~~January 4, 2010~~ June 7, 2010
Agenda item: _____

Legal Description: Lot: 12, Block 86
Street Address: 614 West 6th Street, Freeport

Type of Property: Trust
Sheriff Sale Date: 12-7-95
Sheriff Deed Number: 95-040704

Years Taxes Delinquent: 20
Taxes extinguished by Sheriff Sale: \$ 2,984.01
Appraisal District Value: \$ 5,250.00
Offer by: James Forsythe \$ 1,575.00
Court Cost & Post Judgment: \$ 1,819.27

Amount Left to Distribute: \$ (-244.27)
Distribution Amount to Freeport: \$ -0-
Property Recommendation: Pleasure of Council

Action: [] Accept Offer
[] Reject Offer
[] Re-agenda

COMMENTS:

Appraisal District fair market value of property: \$5,250.00
James Forsythe offer 1,575.00
Difference between value & offer 3,675.00

Forsythe offer \$ 1575.00
Cost & post judgment 1819.27
Net to distribute \$(-244.27)
Net to Freeport \$ -0-

Motion by _____ Sec _____ Vote _____



Brazoria CAD

Property Search Results > Property ID 209692 BRAZORIA COUNTY IN TRUST for Year 2009

Property Details

Account
 Property ID: 209692
 Geo. ID: 4200-0850-000
 Type: Real
 Legal Description: FREEPORT, BLOCK 86, LOT 12, SUIT #92T5273

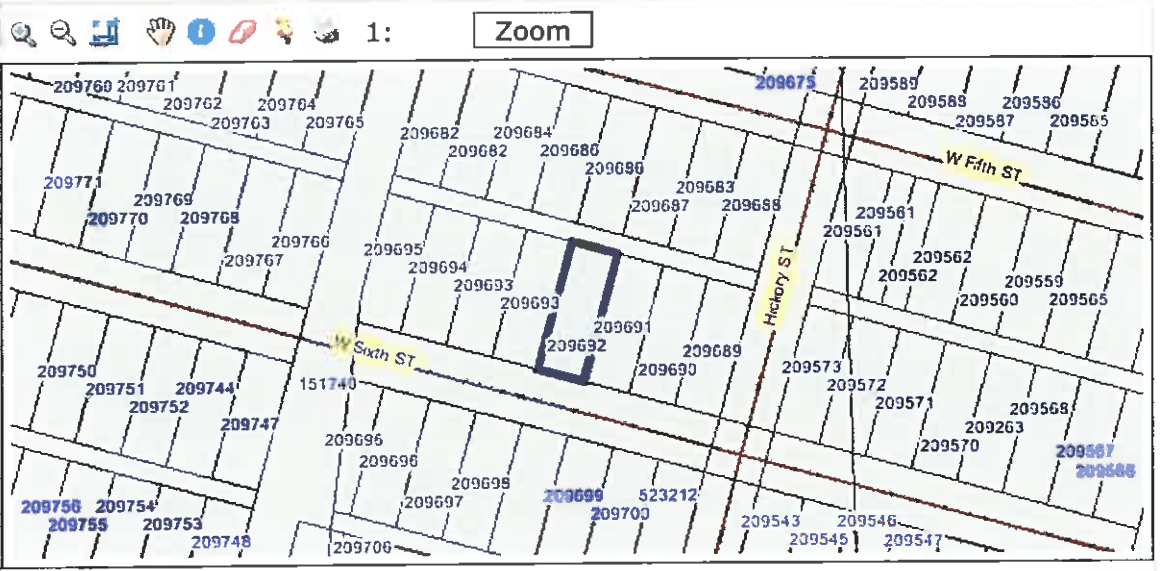
Location
 Address: 814 W 6TH ST
 FREEPORT, TX 77541
 Neighborhood: FREEPORT ORIGINAL
 Mapsco:

Jurisdictions: CAD, CFP, DR2, GBC, JBR, NAV, RDB, \$BR

Owner
 Name: BRAZORIA COUNTY IN TRUST
 Address: TX

Property
 Appraised Value: \$5,250

[Map Layers](#)
[Radius Search](#)





Friday, December 18 2009

Taxes Due Detail by Year

[Begin a New Search](#) [Go to Your Portfolio](#)
[Return to the Previous Page](#) [Taxes Due by Jurisdiction](#)

Account No.: 42000850000

* Additional Collection Costs

Year	Base Tax Due	December		January		February	
		Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due
1995	\$126.08	\$278.47	\$404.55	\$279.90	\$405.98	\$281.36	\$407.44
1994	\$126.80	\$297.55	\$424.35	\$298.98	\$425.78	\$300.44	\$427.24
1993	\$191.85	\$476.64	\$668.49	\$478.86	\$670.71	\$481.06	\$672.91
1992	\$184.27	\$483.25	\$667.52	\$485.35	\$669.62	\$487.50	\$671.77
1991	\$176.08	\$486.06	\$662.14	\$488.10	\$664.18	\$490.12	\$666.20
1990	\$164.84	\$477.80	\$642.64	\$479.70	\$644.54	\$481.60	\$646.44
1989	\$252.85	\$767.78	\$1,020.63	\$770.68	\$1,023.53	\$773.59	\$1,026.44
Total Amount Due:	\$1,222.77	\$3,267.55	\$4,490.32	\$3,281.57	\$4,504.34	\$3,295.67	\$4,518.44

Tax Office:[Search & Pay Taxes](#)[Appraisal District](#)[Your Tax Portfolio](#)**Brazoria County:**[Home](#)[Holiday Schedule](#)[Job Postings](#)[Tax Rates & Entities](#)[Related Links](#)[County Directory](#)[Related Links](#)[Tax Office FAQ](#)[Tax Office Home Page](#)[Commissioner's Court](#)[Courthouse History](#)E-mail: roving@brazoria-county.com

111 E. Locust Suite
 Angleton, TX 77515
 (979) 864-1320

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PROPERTY MANAGEMENT

March 8, 2010

Jeff Pynes
Chief Executive Officer
City Manager

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Jeff Pynes
City Manager

re: Lot 3, Block 692 - Velasco Townsite
1120 North Avenue O
Tax ID 8110-2871-000

Please place the following item on the ~~March 15,~~ ^{June 7,} 2010, City Council Agenda:

Discuss / Consider selling the City's interest in Lot 3,
Block 692, 1120 North Avenue O, Velasco Townsite
Tax ID 8110-2871-000

This trust property which has been approved for sale by the Brazoria County Resale Committee, subject to the approval of all taxing entities in the County having an interest therein.

Find attached a resale data sheet, property location plat and the bid analysis sheet.


N C Hickey
Property Manager

attach

/s



www.freeport.tx.us



**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date: ~~March 15~~, 2010
Agenda item:

Legal Description: Lot 3, Block 692, Velasco Townsite
Street Address: 1120 North Avenue O
Tax ID Tax ID 8110-2871-000

Type of Property: Trust
Sheriff Sale Date: 9-5-01
Sheriff Deed Number: 01-051235

Years Taxes Delinquent: 13 years
Taxes extinguished by Sheriff Sale: \$1,251.09

Appraisal District Value: \$ 2,340.00
Offer by: **James Forsythe** \$ **783.00**
Court Cost & Post Judgment: \$ 6,621.96
Liens: Paving & Care of Premises \$ 0
Amount Left to Distribute: \$(5,838.96)
Distribution Amount to Freeport: \$ 0

Zoning: R2

Action: Accept Offer
 Reject Offer
 Re-agenda

COMMENTS:

Motion by _____ Second _____ Vote _____
Trust sale-Council action

Brazoria CAD

Property Search Results > Property ID 261227 CITY OF FREEPORT IN TRUST for Year 2010

Property Details

Account
Property ID: 261227
Geo. ID: 8110-2871-000
Type: Real
Legal Description: VELASCO (FREEPORT), BLOCK 892, LOT 3 **SUIT #15566TO1 9-5-01**

Location
Address: N AVE O FREEPORT, TX 77541
Neighborhood: VELASCO
MapSCO: CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR

Owner
Name: CITY OF FREEPORT IN TRUST
Address: 200 W 2ND ST FREEPORT, TX 77541-5773

Property
Appraised Value: N/A

[Map Layers](#)
[Radius Search](#)

1: Zoom

Website version: 1.2.2.2

Database last updated on: 2/23/2010 8:37 PM

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BID ANALYSIS

Cause Number:	15566*T01	Account Number:	8110-2871-000
Offer Amount:	\$783.00	Value \$:	\$2,550.00
Person Offering:	JAMES FORSYTH	Adjudged Value\$:	\$1,420.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1985-2000	\$163.14
BCED		\$77.64
Brazosport ISD		\$508.08
BRHND		\$41.52
Brazosport College		\$32.06
Velasco Drainage		\$55.00
Road Dist 34		\$0.00
City of Freeport		\$373.65
Total		\$1,251.09

Costs

Court Costs	\$91.15	Sheriff Fees	\$60.00
Publication Fees	\$1,167.00	Research Fees	\$5,250.00
Ad Litem		Recording fee's	
	Liens		0
Total		Cost of Deed	\$6,568.15

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2001-2009	\$7.61
BCED		\$0.00
Brazosport ISD		\$27.06
BRHND		\$1.39
Brazosport College		\$1.62
Velasco Drainage		\$1.35
Road Dist 34		\$0.00
City of Freeport		\$14.78
Post Judgment Total		\$53.81

Proposed Distribution

Offer Amount	Costs + P & J
\$783.00	\$6,621.96
Net to Distribute \$	-\$5,838.96

BC	13.04%	-\$764.36
BCED	8.21%	-\$362.36
Brazosport ISD	40.61%	-\$2,371.26
BRHND	3.32%	-\$193.78
Brazosport College	2.56%	-\$149.63
Velasco Drainage	4.40%	-\$250.69
Road Dist 34	0.00%	\$0.00
City of Freeport	29.87%	-\$1,743.86



PROPERTY MANAGEMENT

Larry McDonald
Mayor

Clan Cameron
Councilmember
Ward A

Jim Phillips
Councilmember
Ward B

Ron Wise
Councilmember
Ward C

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

Jeff Pynes
City Manager

~~January 11, 2010~~

June 7, 2010

Jeff Pynes
Chief Executive Officer
City Manager

re: Lot 21, Block 774, Velasco Townsite
1617 North Avenue M
Tax ID 8110-3786-000

Please place the following item on the ~~January 25, 2010~~ ^{June 7,} Council agenda:

Discuss / consider the sale of the city interest in lot 21,
Block 774, Velasco Townsite, known as 1617 North
Avenue M.
Tax ID 8110-3786-000

Bid analysis and calculatio sheets attached.

N C Hickey
Property

attach

/s





**PROPERTY MANAGEMENT
MEMO**

Council Agenda Date: *June 7, 2010*
~~May 18, 2010~~
 Agenda item:

Legal Description: Block 774, Lot 21
 Street Address: 1617 N Ave M
 Tax ID: 8110-3786-000

Type of Property: Trust
 Sheriff Sale Date: 10-12-06
 Sheriff Deed Number: 06-061675

Years Taxes Delinquent: 6 years
 Taxes extinguished by Sheriff Sale: \$454.38

Appraisal District Value: \$2340.00
 Offer by: Lamar Jordan \$ 410.00
 Court Cost & Post Judgment: \$ 72.95
 Liens: Paving & Care of Premises \$

Amount Left to Distribute: \$ 337.05
 Distribution Amount to Freeport: \$ 87.74

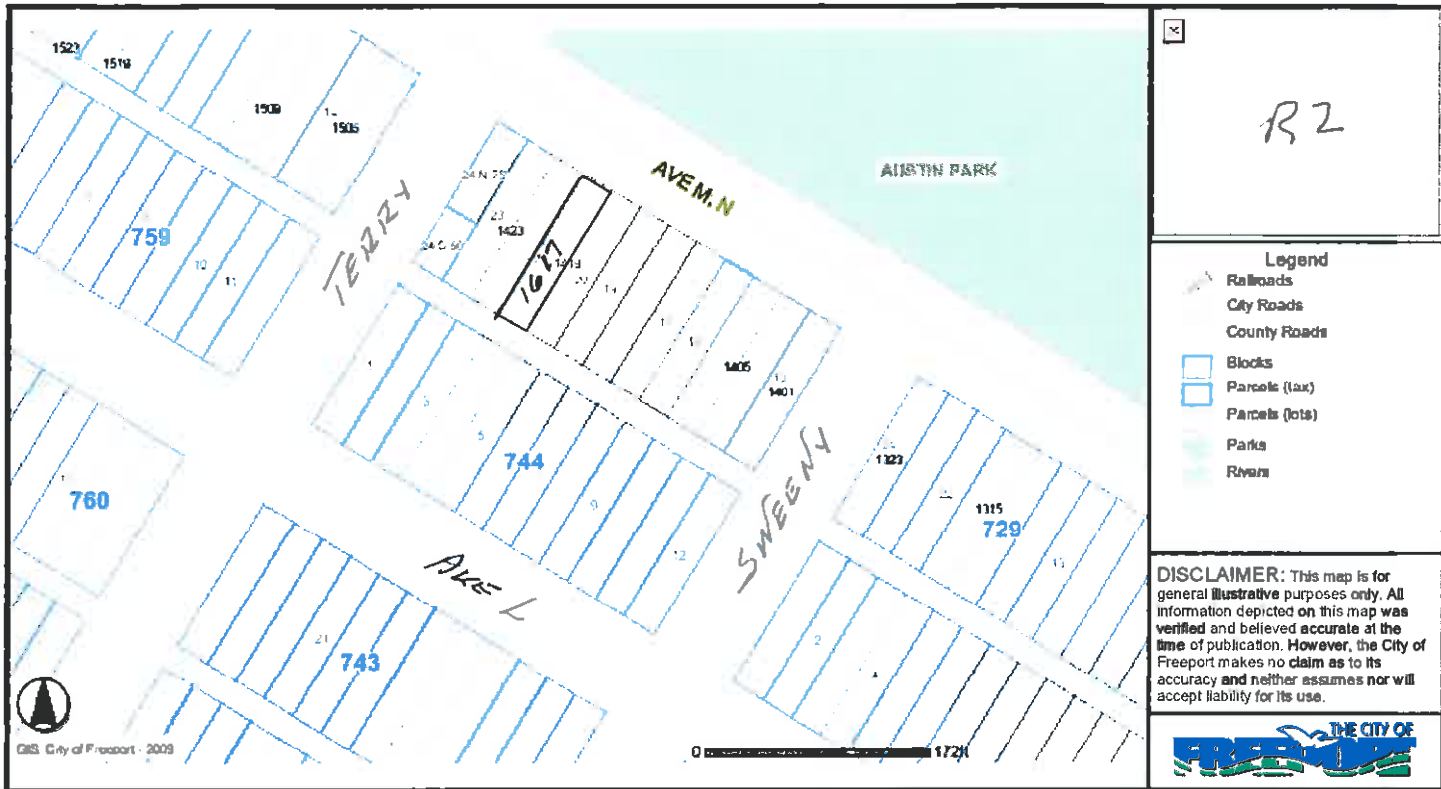
Zoning: R2

Action: Accept Offer
 Reject Offer
 Re-agenda

COMMENTS:

Motion by _____ Second _____ Vote _____

Lot 21, Block 774 - 1617 N. Ave M



BID ANALYSIS

Cause Number: 31521
Offer Amount: \$410.00
Person Offering: Lamar Jordan

Account Number: 8110-3786-000
Value \$: \$2,030.00
Adjudged Value\$: \$2,030.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1987-2005	\$65.13
Brazosport ISD	1987-2005	\$232.26
BRHND	1987-2005	\$10.89
Brazosport College	1987-2005	\$16.05
Velasco Drainage	1987-2005	\$11.77
City of Freeport	1987-2005	\$118.28
Total		\$454.38

Costs

Court Costs	Sheriff Fees	
Publication Fees	Research Fees	
Ad Litem	Recording fee's	
	Liens	0
Total		\$0.00

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2006-2008	\$10.02
Brazosport ISD	2006-2008	\$37.38
BRHND	2006-2008	\$1.57
Brazosport College	2006-2008	\$3.19
Velasco Drainage	2006-2008	\$2.15
City of Freeport	2006-2008	\$18.64
Post Judgment Total		\$72.95

Proposed Distribution

Offer Amount	Costs + P & J
\$410.00	\$72.95
Net to Distribute \$	\$337.05

BC	14.33%	\$48.31
Brazosport ISD	51.12%	\$172.29
BRHND	2.40%	\$8.08
Brazosport College	3.53%	\$11.91
Velasco Drainage	2.59%	\$8.73
City of Freeport	26.03%	\$87.74

This property is a 25' x 125' lot in the Velasco Townsite, City of Freeport. The property is zoned for residential use, but the City of Freeport will not grant a building permit for a single lot. A homesite in this area requires at least two lots.

Also, this property is subject to a paving lien. The street (Avenue M) was paved in the 1970's, and all property owners were assessed for the cost of the street improvements. The adjacent vacant property (needed for a homesite) is also subject to a paving lien.



Larry McDonald
Mayor

Clan Cameron
*Councilmember
Ward A*

Jim Phillips
*Councilmember
Ward B*

Ron Wise
*Councilmember
Ward C*

Norma Moreno Garcia
*Councilmember/
Mayor Pro Tem
Ward D*

Jeff Pynes
Chief Executive Officer
City Manager

June 4, 2010

Mayor L. McDonald
Mayor Pro Tempore N. Garcia
City Council Representatives

At the request of council woman N. Mireles, I reviewed an old policy related to council meeting rules and procedures. After reviewing the documentation and considering other best practices I have detailed a PROPOSED plan to consider for adoption for council rules and procedures.

Attached are the old rules and procedures and the new proposed plan.

A handwritten signature in black ink, appearing to be "JP", with a long horizontal flourish extending to the right.

Jeff Pynes
Chief Executive Officer – Freeport
City Manager



Larry McDonald
Mayor

Clan Cameron
*Councilmember
Ward A*

Jim Phillips
*Councilmember
Ward B*

Ron Wise
*Councilmember
Ward C*

Norma Moreno Garcia
*Councilmember/
Mayor Pro Tem
Ward D*

Jeff Pynes
*Chief Executive Officer
City Manager*

On this day, _____, 2010, the Freeport City Council does hereby adopt and affirm the below civil and orderly set of rules and procedures. These procedures are adopted to facilitate an open, courteous, orderly and professional public meeting while handling the affairs of the City of Freeport. The purpose of council meetings is to handle the business of the City in a professional orderly manner. Citizens are welcome and encouraged to be a part of, witness, and when applicable address the council in a professional and courteous manner.

In order to insure all Freeport City Council meetings are conducted in an orderly and businesslike manner, all attendees and participants will adhere to the following adopted rules and procedures related to council meetings.

Attending citizens and/or guests:

1. Citizens and/or guest must remain silent from individual conversation and/or meeting distractions/disruptions in the in the audience.
2. Cellular phones or other electronic devices that by design or use that make noise are prohibited from use during the council meeting. The exception to this rule is if the device is being used during an authorized presentation to the council during the meeting.
3. Citizens and/or guest are permitted to address the council only during the agenda item appropriately titled "Citizen Comments". Persons desiring to make a comment must pre-register with the City Secretary before the start of the meeting. Persons who fail to register will not be allowed to comment during the formal meeting of the council. Recognized pre-registered citizens and/or guests desiring to make a comment may only speak from the guest/presentation podium when called upon. These comments must not exceed two minutes per person per meeting, unless otherwise authorized by a majority of the council members present.
4. Comments must be professional and businesslike. Comments must address the council as a governing body. Questions specifically to a particular council member or directed to a specific employee of the city will not be permitted.
5. Citizens and/or guest may file a support or opposition card related to a specific item on the agenda with the City Secretary. These forms must be filled out and completed prior to the beginning of the formal council meeting.

Furthermore, it is the responsibility of the City Manager to appoint a Sergeant At Arms position to attend all scheduled council meetings to ensure compliance and enforcement of these established orderly procedures.

Violations of established procedures will be addressed with a courteous warning from the Sergeant At Arms. A second violation will result in removal from the meeting and other legal actions based on the egregiousness of the violation and disruption of the public meeting.

City Council Rules & Procedures

In the City of Freeport you have the right to receive a courteous hearing for your concerns and a timely response to your questions. Each person is also given the right to see and hear the actions of your elected body. By law, in the State of Texas, you have the right to expect all final actions of your City Council to be made in "open session"; however, the right to be present does not carry an automatic right to speak.

In order to insure that all meetings of the Freeport City Council are conducted in an orderly and business like manner (please be advised that) you will be expected to adhere to the following rules and procedures. A copy of these rules and procedures are available at or prior to any meeting of the council.

(1) The City Council, unless noted prior to any meeting, is for the transaction of the business of the City of Freeport. Unless specifically noted the meeting is not a public forum or public hearing. The time to ask questions of /or to provide input to any member of the Council is prior to or after the meeting.

(2) Only those persons recognized by the Chair will be permitted to address the Council. Each person recognized by the Chair shall state his or her name and address prior to speaking.

(3) Presentations and/or statements are to be concise. Appearance before the Council are limited to no more than (4) minutes. Any extra time is at the discretion of the Chair.


(4) Speakers are asked not to be redundant. When more than one (1) person wishes to speak on the same subject or issue you are asked to choose your speakers prior to the meeting. The Chair retains the right to limit the number of speakers.

(5) Speakers will be asked to face the Council while addressing the body. Speaking to the audience or "playing to the crowd" will not be permitted.

(6) Comments and or question(s) shall be directed to the Council as a whole. Questions to, or comments about, any individual Council member will not be permitted. Any person who disregards this rule will be asked to leave the Council meeting room.

(7) Should any person in attendance find it necessary to have a private discussion with another attendee, remove yourselves to the lobby. Casual comments and/or conversations will not be tolerated.

(8) All cell phones and pagers except those carried by emergency care personnel, are to be placed on silent reception or turned off prior to the beginning of Council meetings.


Jim Phillips
Mayor, City of Freeport