

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, APRIL 19TH, 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 April 5th, 2010 Council Minutes. Pg. 365-371
5. Attending citizens and their business.
6. Consideration of approving and ratifying a lease agreement for a fairway mower for the Freeport Golf Course. Pg. 372-381
7. Consideration of Resolution No. 2010-2225 ratifying the actions of the City Manager in entering into a master Lease-Purchase agreement and expending funds in connection therewith for a new mower for the Freeport Municipal Golf Course. Pg. 382-383
8. Consideration of authorizing the Mayor to sign a contract with Century 21 Shows, L.L. C., to provide carnival rides, games and food concession for the Blessing of the Fleet festival. Pg. 384-384b
9. Consideration of Council to create a full time departmental/ manager to facilitate the operations of the Municipal Marina.
10. Consideration of authorizing a part time position and funding for the Freeport Historical Museum. Pg. 385
11. Consideration of approving to sell the City's interest on Block 71, Lot 8, 9, 11, Velasco Townsite, known as 216-218 & 222 South Ave. I., Tx. Id 8110-0709-000. Pg. 386-390
12. Consideration of approving to sell the City's interest on Block 51, Lots 18, 19, Velasco Townsite, Tx. 411- 413 South Ave. G., Id 8110-0501-000. Pg. 391- 394b

13. Consideration of approving to sell the City's interest on Block D, Lot 23, Velasco Townsite, 1826 Zapata St., Tx Id. 8115-0058-000. Pg. 395-400b

14. Consideration of approving to sell the City's interest on Abstract 0008, S T Angier, Tract 50F Acres 0.300, Velasco Townsite, Tx Id. 0008-0001-000. Pg. 401-408b

Work Session:

1. Update on the Marina project by President Dan Tarver, Economic Development Corporation.
2. Discussion regarding the Mexican Consular Id Card Program. Pg. 409-421

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, April 15th, 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 and the Planning Commission of the City of Freeport, met on Monday, April 5th, 2010 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Blvd., for the purpose of considering the following agenda items:

City Council: Larry L. McDonald - Absent
 Clan A. Cameron
 James W. Phillips – Absent
 Ron Wise
 Norma M. Garcia

Staff: Jeff Pynes, City Manager
 Wallace Shaw, City Attorney
 Delia Munoz, City Attorney
 Nat Hickey, Property Manager
 Larry Fansher, Parks Department

Planning Commission: Diane Williams
 Joyce Adkins
 Reuben Cuellar
 Eric Hayes
 Edward T. Garcia
 Alonzo Martinez – Absent

Visitors: Pixie Floyd Jim Pirrung
 Edna Allan Nicole Mireles
 Sam Reyna John Stanford
 Minnette Ashley Jim Huffines
 Sandra W. Wicke Larry Shaefer
 Judy Shaefer Kelly Adkins
 Manning Rollerson Annette Sanford
 Rosa McDonald George Beaman
 Phyllis Saathoff Nathaniel Lukefahr

Call to order.

Mayor Pro Tem, Norma Garcia called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Pro Tem, Norma Garcia led the Pledge of Allegiance.

Consideration of approving the March 15th, 2010 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved April 5th, 2010 Council Minutes.

Attending citizens and their business.

John Stanford of 308 W. 8th Street, said the Executive Session item on the agenda did not fall within the law. He visited the District Attorney on this issue, and asked the City Attorney to review and have Council table the item.

Manning Rollerson said he continued to get threats by Freeport Police Officers. He would file a case in the Federal Courts if needed against the Police Department. The Department would be better off, if the officers were gone. He also suggested have more programs for the kids at the Recreation Department.

Proclamation: Proclaiming Child Abuse Prevention Month.

Mayor Pro Tem, Norma Garcia read the proclamation, proclaimed "Child Abuse Prevention Month".

Public Hearing: A Joint Public hearing to consider (A) the following proposed amendments to the Comprehensive Zoning Ordinance of said City, codified as Chapter 155 of the Code of Ordinances thereof:

(1) amend the definition of Recreational Vehicle Park contained in Section 155.002 to add parks permitted by a Specific Use Permit in any other zoning district except the R-1, R-2, R-3, W-1, and W-1R zones;

(2) to amend Section 155.060 (E) (1) to allow, by Specific Use Permit, a recreational vehicle park to be operated in any other zoning district except the R-1, R-2, R-3, W-1, and W-1R zones district; and

(3) to add a new Division (H) to Section 155.060 requiring compliance with the provisions of Section 120.20 through 120.26 of said Code in the operation of such parks; and (B) the granting of a Specific Use Permit to Johnny Shipman, d/b/a Shipman RV Park, to operate a Recreational Vehicle Park on Lot 23, BCIC Division 6, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas containing 5.112 acres of land, currently located in M-1 zoning district and known locally as 1607 East Highway 332, Freeport, Texas.

Their being a quorum with the Planning Commission and City Council, Mayor Pro Tem Norma Garcia opened the joint public hearing at 6:09 p.m. Mayor Pro Tem, Norma Garcia asked for comments or suggestions from audience and staff.

Jim Pirrung of 101 Dolphin Lane asked if there were any provisions that Recreation Vehicle Parks would not become Trailer Parks. Diane Williams said the Recreation Vehicle Parks had restrictions and guidelines.

Diane William, Chairperson of the Planning Commission approved the recommendation to amend the definition of Recreational Vehicle Park contained in Section 155.002 to add parks permitted by a Specific Use Permit in any other zoning district except the R-1, R-2, R-3, W-1, and W-1R zones and to grant a Specific Use Permit to Johnny Shipman, d/b/a Shipman RV Park, to operate a Recreational Vehicle Park on Lot 23, BCIC Division 6, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas containing 5.112 acres of land, currently located in M-1 zoning district and known locally as 1607 East Highway 332, Freeport, Texas.

There being no further comments or questions, Mayor Pro Tem closed the joint public hearing at 6:17 p.m.

Consideration of approving Ordinance No. 2010-2244 amending section 120.20 of the Code of Ordinances of said City to allow recreational vehicle parks by Specific Use Permit in any zoning district except R-1, R-2, R-3, W-1, and W-1R zoning districts, amending the definition of recreational vehicle park contained in section 155.002 of said code or ordinances to include parks permitted by a specific use permit, amending division (E) (1) of Section 155.060 of said code of ordinances to provide for the issuance of specific use permits for the location of recreational vehicle parks in any zoning district except R-1, R-2, R-3 W-1 and W-1R zoning districts, and amending section 155.060 of said code of ordinances to add a new division (H) providing that all recreational vehicle parks for which a specific use permit has been granted shall be operated in compliance with all of the terms and conditions of section 120.20 through 120.026 of the code.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 'aye', Council unanimously approved Ordinance No. 2010-2244 amending section 120.20 of the Code of Ordinances of said City to allow recreational vehicle parks by Specific Use Permit in any zoning district except R-1, R-2, R-3, W-1, and W-1R zoning districts, amending the definition of recreational vehicle park contained in section 155.002 of said code or ordinances to include parks permitted by a specific use permit, amending division (E) (1) of Section 155.060 of said code of ordinances to provide for the issuance of specific use permits for the location of recreational vehicle parks in any zoning district except R-1, R-2, R-3 W-1 and W-1R zoning districts, and amending section 155.060 of said code of ordinances to add a new division (H) providing that all recreational vehicle parks for which a specific use permit has been granted shall be operated in compliance with all of the terms and conditions of section 120.20 through 120.026 of the code.

Consideration of approving Ordinance No. 2010-2245 amending the comprehensive zoning ordinance of said city to permit the specific use of Lot 23, Brazos coast Investment Company Subdivision, Division 6, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, within the corporate limits of said city, known locally as

1607 East Hwy. 332, Freeport, Texas, as a RV Park to be operated by Johnny Shipman.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 'aye", Council unanimously approved Ordinance No. 2010-2245 amending the comprehensive zoning ordinance of said city to permit the specific use of Lot 23, Brazos coast Investment Company Subdivision, Division 6, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, within the corporate limits of said city, known locally as 1607 East Hwy. 332, Freeport, Texas, as a RV Park to be operated by Johnny Shipman.

Consideration of approving Resolution No. 2010-2224, authorizing the Mayor and City Secretary of said City, to execute and attest to acknowledge and deliver to Habitat for Humanity of Southern Brazoria County Inc; a special warranty deed conveying to said Corporation, Block 183, Lot 8, Freeport Townsite.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 'aye", Council unanimously approved Resolution No. 2010-2224, authorizing the Mayor and City Secretary of said City, to execute and attest to acknowledge and deliver to Habitat for Humanity of Southern Brazoria County Inc; a special warranty deed conveying to said Corporation, Block 183, Lot 8, Freeport Townsite.

Consideration of approving a date for a Joint Public Hearing with the Planning Commission to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said city, changing the zoning classification of Lots 1 through 12, Block 6, Velasco Townsite, from its present classification of R-3 to a new classification of C-2.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 'aye", Council unanimously approved setting May 3rd, 2010 for a Joint Public Hearing with the Planning Commission to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said city, changing the zoning classification of Lots 1 through 12, Block 6, Velasco Townsite, from its present classification of R-3 to a new classification of C-2.

Consideration of approving request from the Brazoria County Community Development Department to waive all permitting, building, and inspection fees for Residential Reconstruction for Mary Galvan at 819 W. 6th Street.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting 'aye", Council unanimously approved a request from the Brazoria County Community Development Department to waive all permitting, building, and inspection fees for Residential Reconstruction for Mary Galvan at 819 W. 6th Street.

Consideration of approving to sell the City's interest on Block 181, Lot 7, known as 1731 Lynn Lane, Freeport Townsite, Tx Id. 4201-1816-000.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved selling the City's interest on Block 181, Lot 7, known as 1731 Lynn Lane, Freeport, Townsite, Tx. Id 4201-1816-000.

Consideration of approving to sell the City's interest on Block 47, Lot 5 & 6 Velasco Townsite, known as 510 - 512 S. Ave. G., Tx. Id 8110-0450-000.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved selling the City's interest on Block 47, Lot 5 & 6, Velasco Townsite, known as 510-512 S. Ave. G. Tx. ID 8110-0450-000.

Consideration of approving to sell the City's interest on Block 6, Lot 26, Southview Gardens, known as 818 W. 11th Street, Tx. Id # 7750-0115-000.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved selling the City's interest on Block 6, Lot 26, Southview Gardens, known as 818 W. 11th Street, Tx. Id # 7750-0115-000.

Consideration of approving and signing the replat of Block 110, Lot 7 & 8, Freeport Townsite, known as Salomon Espinoza Subdivision, Tx. Id 4200-1113-000 and 4200-1114-000.

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved signing the replat of Block 110, Lot 7 & 8, Freeport Townsite, known as Salomon Espinoza Subdivision, Tx. Id 4200-1113-000 and 4200-1114-000.

Consideration of approving and signing the replat of Block 502, Lot 15 thru 18, Velasco Townsite, to be known as 5 - Broad Subdivision, Tax Id. 8110-0970-000.

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved signing the replat of Block 502, Lot 15 thru 18, Velasco Townsite, to be known as 5-Broad Subdivision, Tax Id. 8110-0970-000.

Consideration of approving a request from the Freeport League to waive the Carnival and vendor permit fees for Riverfest on April 23rd thru 24th, 2010 held at the Freeport Municipal Park.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the request from the Freeport League to waive the Carnival and vendor permit fees for Riverfest on April 23rd thru 24th, 2010 held at the Freeport Municipal Park.

Consideration of the approval of a request from Main Street to close the following streets; North ends of West Park and East Park, 2nd Street from Velasco Blvd. to Memorial Park and the North bound lane of Velasco Blvd. From 2nd Street to Ave. B from 7:00 a.m. to 10:00 a.m. for the Flapjack Run on Saturday, April 24th, 2010.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the request from the Main Street to close the following streets; North ends of West Park and East Park, 2nd Street from Velasco Blvd. to Memorial Park and the North bound lane of Velasco Blvd. From 2nd Street to Ave. B from 7:00 a.m. to 10:00 a.m. for the Flapjack Run on Saturday, April 24th, 2010.

Mayor Pro Tem Norma Garcia opened the Work Session at 5:28 p.m.

Work Session:

Discussion regarding the Planning Commission proposed truck route.

This item was tabled.

Discussion regarding the Building Official, Kola Olayiwola recommendation to amend Section 151.20 of the Code of Ordinances of said City to include provisions/regulations for electrical Permit by homeowners.

Mr. Kola discussed proposed changes to the City Electrical Ordinance. The crux of the discussion is to have council establish criteria by which Electrical Permits by homeowners will be defined. Staff suggestion is to use Homestead Exception as the acceptable measure, just as used by the State for the Plumbing trade.

He recommended creating a new Section – C in section 151.20 "Electrical Permit Required" that will contain the verbiage below:

"C" Electrical permit by homeowners shall only be granted to such individuals on a home that they own and reside in as their primary residence. Primary residence will be defined as a home for which a homestead exemption has been granted by the taxing entities. Also that all structures not qualifying as primary residence shall be considered as commercial and /or rental property in which permit for electrical work shall be granted to only qualified electricians duly licensed to perform such work by the State of Texas.

However, Council suggested that no action be taken on this issue at this time.

However, Council suggested that no action be taken on this issue at this time.

Mayor Pro Tem Norma Garcia closed the work session and enter the Executive Session at 7:01 p.m.

Executive Session:

A. 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:

- Administrative Investigation
(no action taken)

Mayor Pro Tem Norma Garcia reconvened the meeting at 7:48 p.m.

Adjourn

On a motion by Cameron, seconded by Councilman Wise, with all present voting "aye", the meeting was adjourned at 7:48 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor



Agreement No. 0068471

Lessee:	CITY OF FREEPORT 200 W. 2ND ST., FREEPORT, TX 77541
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1)

laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

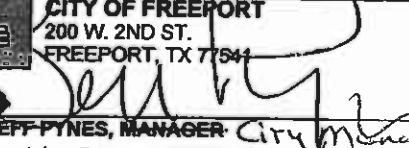
13. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE
CITY OF FREEPORT
 200 W. 2ND ST.
 FREEPORT, TX 77541

By: 
JEFF PYNES, MANAGER City Manager

Date: 4-8-2010

LESSOR
DEERE CREDIT, INC.
 6400 NW 86th ST, PO BOX 6600
 JOHNSTON, IA 50131-6600

By: _____

Title: _____ Date: _____



JOHN DEERE
CREDIT

Lease Schedule

Lease Schedule No.	001-0068471-000
Master Lease Agreement No.	0068471

Lessee: (Name & Address)	CITY OF FREEPORT DBA FREEPORT MUNICIPAL GOLF COURSE 200 W. 2ND ST., FREEPORT, TX 77541
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2010	JD	7400	TERRAIN CUT TRIM MOWER	TC7400X030016	0	\$28,483.28

Equipment Location	200 W. 2ND ST., FREEPORT, TX, 77541	OUTSIDE city limits: <input checked="" type="checkbox"/>	BRAZORIA COUNTY
---------------------------	-------------------------------------	--	-----------------

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	Sales/Use Tax	Total Lease Payment	Purchase Option
04/05/2010	04/05/2014	48	\$652.82	\$0.00	\$652.82	\$1.00

PAYMENT TERMS

Due Date	1 st Payment Due Date	Billing Period	Advance Lease Payment	PAYMENT DUE AT SIGNING
05	04/05/2010	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**\$652.82	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to

you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

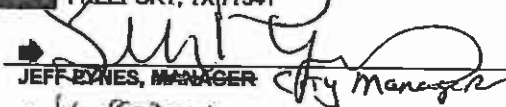
BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	CITY OF FREEPORT 200 W. 2ND ST. FREEPORT, TX 77541
By:	JEFF PYNES, MANAGER
Date: 4-8-2010	

LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Title: _____	Date: _____

40	07/05/2013	652.82	23.75	629.07	5,128.11
41	08/05/2013	652.82	21.15	631.67	4,496.44
42	09/05/2013	652.82	18.55	634.27	3,862.17
43	10/05/2013	652.82	15.93	636.89	3,225.28
44	11/05/2013	652.82	13.30	639.52	2,585.76
45	12/05/2013	652.82	10.67	642.15	1,943.61
46	01/05/2014	652.82	8.02	644.80	1,298.81
47	02/05/2014	652.82	5.36	647.46	651.35
48	03/05/2014	652.82	2.69	650.13	1.22
49	04/05/2014	1.00	0.22-	1.22	0.00
Grand Totals		31,336.36	2,843.08	28,493.28	

LESSEE
CITY OF FREEPORT DBA FREEPORT MUNICIPAL GOLF COURSE
 200 W. 2ND ST.
 FREEPORT, TX 77541

By: 
JEFF EYNES, MANAGER City Manager

Date: 4-8-2010

LESSOR
DEERE CREDIT, INC.
 6400 N.W. 86th STREET, PO BOX 6600
 JOHNSTON, IA 50131-6600

By: _____

Title: _____ Date: _____

THE LAW OFFICE OF
WALLACE SHAW, P. C.
Freeport, Texas 77542-1273

(979) 233-2411
Fax No. 233-4895

Mailing Address:
P.O. Box 3073

April 8, 2010

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0068471 dated 04/05/2010 (the "Master Lease") and Lease Schedule No. 001-0068471-000 dated 04/05/2010 (the "Lease Schedule"), and entered into between CITY OF FREEPORT DBA FREEPORT MUNICIPAL GOLF COURSE ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

Sincerely Yours,

By Wallace Shaw
Wallace Shaw, For the Firm

WNS : xv

1100 Brazosport Blvd., Suite 10
shawpc@sbcglobal.net



**JOHN DEERE
CREDIT**

Physical Damage/Liability Insurance

Lease Schedule No.	001-0068471-000
Master Lease Agreement No.	0068471

Lessee: (Name & Address)	CITY OF FREEPORT DBA FREEPORT MUNICIPAL GOLF COURSE 200 W. 2ND ST., FREEPORT, TX 77541
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	<i>Risk Pool</i> Texas Municipal League Intergovernmental	Phone Number of Agency:	1-800-537-6655
Mailing Address of Agency	P.O. Box 149194 Austin, Tx 78714-9194	Fax Number of Agency	512-491-2311

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	<i>RISK POOL</i> TX. MUNICIPAL LEAGUE INTERGOVERNMENTAL	Phone Number of Agency:	1-800-537-6655
Mailing Address of Agency	P.O. BOX 149194 AUSTIN, TX. 78714-9194	Fax Number of Agency	512-491-2311

***If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
It's Successors &/or Assigns
22408 Network Place
Chicago, IL 60673-1224

I agree and understand that, pursuant to the provisions of Section 6 of the Master Lease Agreement, I must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE
CITY OF FREEPORT DBA FREEPORT
MUNICIPAL GOLF COURSE
200 W. 2ND ST.
FREEPORT, TX 77541

By: *[Signature]*
JEFF RYNES, MANAGER City Manager

Date: 4-8-2010

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



**JOHN DEERE
CREDIT**

Advance Lease Payment Invoice

Due Date:	04/05/2010
Total Due:	\$652.82

Billing Address:
CITY OF FREEPORT
KEN MALTBY
200 W. 2ND ST.
FREEPORT, TX 77541

Updated Billing Information:

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Processing Fees	Total Due
10911238	JD	7400	TC7400X030016	04/05/2010	\$652.82	\$0.00	\$0.00	\$652.82

Correspondence Only:
John Deere Credit
Attn: Lease Administration
PO Box 6600
Johnston, IA 50131-6600

Phone: (800) 771-0681 - select "lease" prompt
Fax: (800) 254-0020 Lease issues only

Remit Checks Payable To:
John Deere Credit
Attn: Acct Dept. - ALP Processing
PO Box 6600
Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.



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

090057
88-1548
1131

BANK: AP88 VEND: 0335 DATE: 4/08/2010 CHECK NO. 90057 AMOUNT 652.82
----- SIX HUNDRED FIFTY TWO & 82/100 DOLLARS -----

PAY TO THE ORDER OF
JOHN DEERE CREDIT
DEPT 77039
P O BOX 77000
DETROIT, MI 48277-0039

OPERATING ACCOUNT
[Signature]
MEMBER OF MAYOR PRO TEMPORE
CITY MANAGER

EXAS GULF BANK
REEPORT, TEXAS 77541

⑈090057⑈ ⑆113115484⑆ ⑈894 202⑈

Security features. Details on back.



JOHN DEERE
CREDIT

Lease Settlement & Bill of Sale

Lease Schedule No.	001-0068471-000
Master Lease Agreement No.	0068471

Lessee: (Name & Address)	CITY OF FREEPORT DBA FREEPORT MUNICIPAL GOLF COURSE 200 W. 2ND ST., , FREEPORT, TX 77541		
Supplier:	JD AG & TURF / NATL SALES 2000 JOHN DEERE RUN, CARY, NC 27513	Dealer No:	6-0502
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600		

* Please review the following information carefully. This information reflects the credit to your dealership.*

1. Selling Price		\$28,483.28
2. Trade - In, Rent Applied or Cash Down	-	\$0.00
3. Up-front Sales Tax - Financed	+	\$0.00
4. Power Guard - Financed	+	\$0.00
5. Insurance Premium - Financed	+	\$0.00
6. Origination Fee - Financed	+	\$0.00
7. UCC Fees Financed	+	\$10.00
8. Amount Financed (Purchase Price)		\$28,493.28
9. Less: Up-Front Sales Tax Remitted by JDC	-	\$0.00
10. Less: Insurance Premium Submitted by JDC	-	\$0.00
11. Less: Origination Fees for JDC	-	\$0.00
12. Less: UCC Fees for JDC	-	\$10.00
13. Less: Dealer Reserve	-	\$0.00
14. Less Dealer Subsidy (mandatory program charge)	-	\$0.00
15. Less: Dealer Buy Down (optional)	-	\$0.00
16. Add: Dealer Participation	+	\$0.00
17. Credit to Dealer for Lease		\$28,483.28

Subject to acceptance of the above referenced Schedule by Deere Credit, Inc. ("Deere Credit"), Dealer hereby sells, transfers and assigns to Deere Credit all of Dealer's right, title and interest in and to the Schedule and the equipment described in the Schedule (the "Equipment") for the Purchase Price shown on Line 8. Dealer represents and warrants that (1) the Equipment is free from all security interests, liens, and encumbrances (except those held by Deere & Company or subsidiaries), and (2) the safe operation and proper servicing of the Equipment and the importance of following the instructions in the Operator's Manual were explained to Lessee. All risk of loss to the Equipment shall remain with Dealer until the Equipment is delivered to and accepted by Lessee under the terms of the Schedule. Dealer acknowledges and agrees that (1) Deere Credit's rights, as described in the John Deere Agricultural Dealer Leasing Agreement, to purchase the Equipment may be assigned to John Deere Exchange, Inc. or such other parties as Deere Credit may identify from time to time, and (2) regardless of whether Deere Credit assigns these rights, Dealer acknowledges and agrees that the provisions of Section 1.4 of the John Deere Agricultural Dealer Leasing Agreement shall govern Deere Credit's payment of the Purchase Price to Dealer.

By signing below I agree that the proceeds from this lease transaction are accurate and reflect the appropriate credit to my dealership.

DEALER:	JD AG & TURF / NATL SALES 2000 JOHN DEERE RUN, CARY, NC 27513
By:	AUTHORIZED SIGNER/TITLE
Date:	

Lease Settlement & Bill of Sale – Equipment List

Year	Make	Model	Equipment Description	Serial Number	Invoice Date/ Invoice Number	Retail Value
2010	JD	7400	TERRAIN CUT TRIM MOWER	TC7400X030016	03/30/2010 973113	\$28,483.28

**Federal and State Agency
Claim for Exemption of
State and Local Sales/Use Tax**

Purchaser

Name: CITY OF FREEPORT

Address: 200 W 2ND ST, FREEPORT, TX 77541

ID Number (If Applicable): 74-6000889

Seller

Name: DEERE CREDIT, INC.

Address: 6400 NW 86TH ST JOHNSTON IA 50131

Description of Item Being Purchased: JD 7400 TERRAIN CUT TRIM MOWER TC7400X030016

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: Debra A Guerrero

Title: Accounts Payable

Date: 4-7-10

Telephone Number: 979-233-3526 ext 112

RESOLUTION NO. 2010-2225

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT THAT AN EMERGENCY EXISTED AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER LEASE-PURCHASE AGREEMENT AND EXPEND FUNDS IN CONNECTION THEREWITH FOR A NEW MOWER FOR THE FREEPORT MUNICIPAL GOLF COURSE WITHOUT THE PRIOR AUTHORIZATION OF THE CITY COUNCIL OF SAID CITY; RATIFYING AND CONFIRMING SUCH ACTION; 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, ("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 mower previously used at the City's Municipal Golf Course had become unusable to keep the grass mowed in a manner necessary to maintain such course and proper mowing needed to be done before the next meeting of the City Council of said city in order to avoid the cancellation of some upcoming golf tournaments; which would have resulted in the loss of substantial revenue by the City; and,

WHEREAS, the City Manager located a mower meeting the specifications for sale by Brookside Equipment Sales, Inc., of Houston, Texas ("Brookside"), for a sum less than the statutory minimum amount requiring the purchase thereof to be bid; and,

WHEREAS, Brookside was willing to finance the purchase of such mower by means of a lease-purchase agreement with an advanced lease payment of \$652.82 and the City Manager signed such lease and made such payment with prior approval of the City Council; and,

WHEREAS, the payment schedule for such agreement extends beyond the current fiscal year of the City; and,

WHEREAS, by the adoption of this resolution, the City Council desires to ratify such action of the City Manager.

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

First, the City Council of the City of Freeport, Texas, has determined and does here now declare that each of the facts recited above are true and correct and that an emergency existed requiring the City Manager to replace the Municipal Golf Course mower before the City Council could meet and authorize such replacement.

Second, the action taken by the City Manager described above, without first obtaining authorization from the City Council is hereby ratified and confirmed by the City Council.

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

Fourth, this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent files of the City.

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

C:\Freeport.Rsl\Golf Course Mower

CENTURY 21 SHOWS L.L.C.
202 WALTON WAY
STE. 192 # 198
CEDAR PARK, TX 78613
(918-810-8190)
FAX (512-233-0811)

CONTRACT

1. This contract made and entered into this ____ day of _____, 2010, by and between the above named party of the first part and the CITY OF FREEPORT, TX. party of the second part.
2. WITNESS: That for and in consideration of the sum of one dollar in hand paid each to the other, the receipt of which is herein acknowledged, and other good and valuable considerations herein set forth, both parties aforesaid bind themselves as follows:
TO WIT:
3. That the party of the second part holds itself to be the sole promoter of the BLESSINGS of the FLEET festival, and agrees to furnish all licenses and permits that may be required by law, rest rooms, dumpster, water, police protection, also a suitable location for carnival, of grounds known as _____, located in FREEPORT, TX.
A suitable location must be made available for employees RV's and show's support equipment, with access to water.
4. That the party of the first part shall be the exclusive carnival ride, (eight to ten rides), (8-10). Game concessions, (five to ten) (5-10), and food concessions, (one to three),(1-3) - supplier, and present same in the CITY of FREEPORT, state of Texas, for a period of THREE (3) days, commencing the 7th day of May, 2010 until the 9th day of May, 2010, dates inclusive. Party of the first part retains all revenue from food and games, solely.
5. Certificate of Insurance prior to fair dates, providing a minimum of \$1,000,000.00 Midway Liability.
6. That it is mutually agreed by both parties hereto that there is no other contract or promise, written, or verbal, existing between them.
7. That the party of the second part further agrees not to book any like attractions for a period of sixty days prior to the date of this engagement.

8. For in consideration of the Party of the First Part fulfilling their part of this contract/agreement, the Party of the Second Part agrees to pay the Party of the First Part as follows:

\8A. A guarantee of FIFTEEN THOUSAND DOLLARS, (\$15,000.00), for the event. A deposit of SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$7,500.00) is to be paid by party of the second part, to party of the first part, upon completion of signing contract.

Party of the first part agrees to pay party of the second part as follows:

9. Twenty percent 20% of any on-site ride ticket sales in excess of the guarantee of \$15,000.00. Sales tax, if applicable, will be deducted prior to settlement.

10. That the party of the first part agrees to hold the party of the second part harmless from any claim of any nature arising from the operations of CENTURY 21 SHOWS L.L.C. and will furnish a certificate of insurance showing evidence of protection against personal injury and property damage.

11. In the case of accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which the party of the first part has no control, then the party of the first part is not to be held responsible for damages by the party of the second part.

12. This contract entered into and signed in the City of FREEPORT state of Texas, this the _____ day of _____ 2010, by the duly authorized representatives of the parties hereto.

Signed: _____
CENTURY 21 SHOWS L.L.C.

Signed: _____
CITY OF FREEPORT

THE CITY OF



FREEPORT

200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

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

April 15, 2010

Mayor L. McDonald
Freeport City Council Members

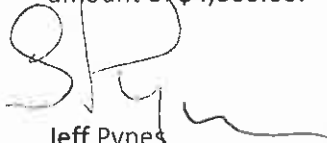
As you know, we have had much success in the development and promotion of our City of Freeport Museum. Daily we receive calls regarding people that desire to enter the museum on an appointment basis only to view the museum exhibits. As we progress with the museum promotion and historical educational initiatives we are seeking funding to facilitate part-time employment to open the museum on a set schedule. The schedule will differ between regular (non-summer) hours and a summer schedule. The proposed schedule will be the following:

Regular Schedule:	Saturday	10:00am – 4:00pm
	Sunday	12:00pm – 4:00pm
Summer Schedule: (June, July, August)	Monday	10:00am – 4:00pm
	Wednesday	10:00am – 4:00pm
	Friday	10:00am – 4:00pm
	Saturday	10:00am – 4:00pm
	Sunday	12:00pm – 4:00pm

The proposed budget to facilitate the above schedule along with facilitating a proposed traveling planetarium museum show to our local schools during the school year would cost \$4,000.00. These part-time salaries would not be subject to benefits and wages.

We have seen much enthusiasm related to our new museum. Funding the part-time employee program in the museum will allow us to publicize our operational hours and ensure our community and the youth are able to take advantages of the current exhibits and the ones we hope to continue to develop.

We respectfully ask for a budget allocation in the appropriate museum salary allocation account for the amount of \$4,000.00.


Jeff Pynes
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

PROPERTY MANAGEMENT

April 14, 2010

Jeff Pynes
Chief Executive Officer
City Manager

Jeff Pynes
City Manager

re: Lots 8, 9, 11, Block 71, Velasco Townsite
216-218, & 222 South Avenue I
Tax ID 8110-~~0501~~-000
0709

Please place the following item on the April 19, 2010 City Council agenda:

Discussn / consider the sale of City interest in lots 8, 9, 11, Block 71,
Velasco Townsite, known as 216-218 & 222 South Avenue I.
Tax ID 8110-0709-000

Copies of the Data Sheet, Bid Analysis, plat location of the property and tax state-
ment attached.

N C Hickey
Property Manager

attach

/s





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: April 19, 2010
~~January 4, 2010~~
Agenda item: _____

Legal Description: Lot: 8-9, 11, Block 71
Street Address: 216-218, 222 South Ave I

Type of Property: Trust
Sheriff Sale Date: 9-26-01
Sheriff Deed Number: 01-044494

Years Taxes Delinquent: 20
Taxes extinguished by Sheriff Sale: \$ 2,972.86
Appraisal District Value: \$ 7,030.00
Offer by: James Forsythe \$ 1,450.00
Court Cost & Post Judgment: \$ 2,020.57

Amount Left to Distribute: \$ (-570.57)
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: \$7,030.00
James Forsythe offer 1,450.00
Difference between value & offer \$5,580.00

Forsythe offer \$ 1450.00
Cost & post judgment 2020.57
Net to distribute \$(-570.57)
Net to Freeport \$ -0-

Motion by _____ Second _____ Vote _____



BID ANALYSIS

Cause Number: 95T5039 Account Number: 8110-0709-000
 Offer Amount: \$1,450.00 Value \$: \$7,030.00
 Person Offering: JAMES FORSYTH Adjudged Value\$: \$4,220.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1977-1996	\$380.68
BCED		\$269.94
Brazosport ISD		\$1,097.86
BRHND		\$102.51
Brazosport College		\$73.38
Velasco Drainage		\$148.35
Road Dist 34		\$0.00
City of Freeport		\$900.14
Total		\$2,972.86

Costs

Court Costs	\$400.75	Sheriff Fees	
Publication Fees	\$136.80	Research Fees	
Ad Litem		Recording fee's	\$13.00
Liens			0
Total		Cost of Deed	
Total			\$550.55

Post Judgement Information

Taxing Entity	Tax Year's	
BC	1997-2009	\$197.60
BCED		\$0.00
Angleton ISD <i>Brazosport</i>		\$733.72
BRHND		\$41.07
Brazosport College		\$42.17
Velasco Drainage		\$39.95
Road Dist 34		\$0.00
City of Freeport		\$415.51
Post Judgment Total		\$1,470.02

Proposed Distribution

Offer Amount: \$1,450.00
 Costs + P & J: \$2,020.57
 Net to Distribute \$: -\$570.57

BC	12.81%	-\$73.06
BCED	9.08%	-\$51.81
Angleton ISD <i>Brazosport</i>	36.93%	-\$210.71
BRHND	3.45%	-\$19.67
Brazosport College	2.47%	-\$14.08
Velasco Drainage	4.99%	-\$28.47
Road Dist 34	0.00%	\$0.00
City of Freeport	30.28%	-\$172.76

Brazoria CAD

Property Search Results > Property ID 260137 BRAZORIA COUNTY IN TRUST for Year 2009

Property Details

Account
Property ID: 260137
Geo. ID: 8110-0709-000
Type: Real
Legal Description:
VELASCO (FREEPORT), BLOCK 71, LOT 8-9-11 (SUIT #95T5038 9-28-01)
Location
Address: SAVE I FREEPORT, TX 77541
Neighborhood: FREEPORT ORIGINAL
Mapsc0:
CAD, CFP, DR2, GBC, JBR, NAV, RDB, \$BR
Jurisdictions:

Owner
Name: BRAZORIA COUNTY IN TRUST
Address: . TX

Property
Appraised Value: \$7,030

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

Website version: 1.2.2.2

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

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Friday, December 18 2009

Taxes Due Detail by Year

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Account No.: 81100709000

* 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
2001	\$87.97	\$121.45	\$209.42	\$122.45	\$210.42	\$123.47	\$211.44
2000	\$117.35	\$178.20	\$295.55	\$179.57	\$296.92	\$180.88	\$298.23
1999	\$115.45	\$191.25	\$306.70	\$192.57	\$308.02	\$193.90	\$309.35
1998	\$115.61	\$207.46	\$323.07	\$208.80	\$324.41	\$210.12	\$325.73
1997	\$116.50	\$225.13	\$341.63	\$226.48	\$342.98	\$227.82	\$344.32
1996	\$118.74	\$245.85	\$364.59	\$247.21	\$365.95	\$248.57	\$367.31
1995	\$118.75	\$262.23	\$380.98	\$263.62	\$382.37	\$265.01	\$383.76
1994	\$119.43	\$280.25	\$399.68	\$281.64	\$401.07	\$282.99	\$402.42
1993	\$117.84	\$292.77	\$410.61	\$294.12	\$411.96	\$295.48	\$413.32
1992	\$113.20	\$296.89	\$410.09	\$298.16	\$411.36	\$299.46	\$412.66
1991	\$108.16	\$298.55	\$406.71	\$299.83	\$407.99	\$301.08	\$409.24
1990	\$101.24	\$293.45	\$394.69	\$294.61	\$395.85	\$295.77	\$397.01
1989	\$53.32	\$161.91	\$215.23	\$162.52	\$215.84	\$163.13	\$216.45
Total Amount Due:	\$1,403.56	\$3,055.39	\$4,458.95	\$3,071.58	\$4,475.14	\$3,087.68	\$4,491.24

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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Pg 390



PROPERTY MANAGEMENT

April 14, 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

Jeff Pynes
City Manager

Norma Moreno Garcia
Councilmember/
Mayor Pro Tem
Ward D

re: Lots 18-19, Block 51, Velasco Townsite
411-413 South Avenue G
Tax ID 8110-0501-000

Please place the following item on the April 19, 2010 City Council agenda:

Discussn / consider the sale of City interest in lots 18-10, Block 51
Velasco Townsite, known as 411-413 South Avenue G, Velasco
Townsite.
Tax ID 8110-0501-000

Copies of the Data Sheet, Bid Analysis, plat location of the property and tax state-
ment attached.

N C Hickey
Property Manager

attach

/s





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: April 19, 2010
~~January 4, 2010~~
Agenda item: _____

Legal Description: Lot: 18 & 19, Block 51
Street Address: 411-413 South Ave G

Type of Property: Trust
Sheriff Sale Date: 9-10-07
Sheriff Deed Number: 08-00026

Years Taxes Delinquent: 20
Taxes extinguished by Sheriff Sale: \$ 4,032.74
Appraisal District Value: \$ 2,810.00
Offer by: James Forsythe \$ 2,030.00
Court Cost & Post Judgment: \$ 1354.46

Amount Left to Distribute: \$ 675.54
Distribution Amount to Freeport: \$ 193.93
Property Recommendation: Pleasure of Council

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

COMMENTS:

Appraisal District fair market value of property: \$2,810.00
James Forsythe offer 2,030.00
Difference \$ 780.00

Forsythe offer \$ 2030.00
Cost & post judgment 1354.46
Net to distribute \$ 675.54
Net to Freeport \$ 193.93

Motion by _____

Sec _____

Vote _____



BID ANALYSIS

Cause Number:	33161	Account Number:	8110-0501-000
Offer Amount:	\$2,030.00	Value \$:	\$2,810.00
Person Offering:	JAMES FORSYTH	Adjudged Value\$:	\$4,060.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1952-2006	\$536.96
BCED		\$179.18
Brazosport ISD		\$1,760.08
BRHND		\$122.96
Brazosport College		\$115.73
Velasco Drainage		\$155.18
City of Freeport		\$1,157.68
Total		\$4,032.74

Costs

Court Costs	\$722.00	Sheriff Fees	\$202.41
Publication Fees	\$145.80	Research Fees	\$150.00
Ad Litem		Recording fee's	\$24.00
Liens			0
Total		Cost of Deed	\$1,244.21

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2007-2009	\$16.55
BCED		\$0.00
Brazosport ISD		\$50.55
BRHND		\$2.48
Brazosport College		\$5.40
Velasco Drainage		\$3.66
City of Freeport		\$31.63
Post Judgment Total		\$110.25

Proposed Distribution

Offer Amount	\$2,030.00	Costs + P & J	\$1,354.46
Net to Distribute \$			\$675.54

BC	13.36%	\$90.28
BCED	4.44%	\$30.02
Brazosport ISD	43.64%	\$294.83
BRHND	3.05%	\$20.60
Brazosport College	2.87%	\$19.39
Velasco Drainage	3.92%	\$26.50
City of Freeport	28.71%	\$193.93

Map

Brazoria CAD

Property Search Results > Property ID 259990 CITY OF FREEPORT for Year 2009

Property Details

Account
Property ID: 259990
Geo. ID: 8110-0501-000
Type: Real
Legal Description:
VELASCO (FREEPORT), BLOCK 51, LOT 18-19, CAUSE #33181

Location
Address: SAVE G FREEPORT, TX 77541
Neighborhood: FREEPORT ORIGINAL
Mapsc: CAD, CFP, DR2, GBC, JBR, NAV, RDB, SBR

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

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

Property
Appraised Value: \$2,810

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[Radius Search](#)

Map navigation tools: Home, Previous, Next, Info, Print, Refresh, 1: Zoom

Website version: 1.2.2.2

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

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Friday, December 18 2009

Taxes Due Detail by Year
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Account No.: 81100501000

* 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
2007	\$69.08	\$42.83	\$111.91	\$43.65	\$112.73	\$44.49	\$113.57
2006	\$112.83	\$86.23	\$199.06	\$87.57	\$200.40	\$88.92	\$201.75
2005	\$120.06	\$109.03	\$229.09	\$110.47	\$230.53	\$111.90	\$231.96
2004	\$82.03	\$84.34	\$166.37	\$85.32	\$167.35	\$86.29	\$168.32
2003	\$81.21	\$97.13	\$178.34	\$98.11	\$179.32	\$99.09	\$180.30
2002	\$79.64	\$75.67	\$155.31	\$76.45	\$156.09	\$77.26	\$156.90
2001	\$79.48	\$109.72	\$189.20	\$110.65	\$190.13	\$111.54	\$191.02
2000	\$78.15	\$118.66	\$196.81	\$119.58	\$197.73	\$120.45	\$198.60
1999	\$76.88	\$127.34	\$204.22	\$128.25	\$205.13	\$129.13	\$206.01
1998	\$76.99	\$138.17	\$215.16	\$139.04	\$216.03	\$139.93	\$216.92
1997	\$77.58	\$149.93	\$227.51	\$150.80	\$228.38	\$151.71	\$229.29
1996	\$79.08	\$163.74	\$242.82	\$164.64	\$243.72	\$165.56	\$244.64
1995	\$79.08	\$174.66	\$253.74	\$175.56	\$254.64	\$176.45	\$255.53
1994	\$79.54	\$186.67	\$266.21	\$187.54	\$267.08	\$188.47	\$268.01
1993	\$78.48	\$194.99	\$273.47	\$195.88	\$274.36	\$196.79	\$275.27
1992	\$75.39	\$197.71	\$273.10	\$198.58	\$273.97	\$199.43	\$274.82
1991	\$72.05	\$198.90	\$270.95	\$199.72	\$271.77	\$200.54	\$272.59
1990	\$67.43	\$195.47	\$262.90	\$196.22	\$263.65	\$197.00	\$264.43
1989	\$65.00	\$197.38	\$262.38	\$198.10	\$263.10	\$198.88	\$263.88
Total Amount Due:	\$1,529.98	\$2,648.57	\$4,178.55	\$2,666.13	\$4,196.11	\$2,683.83	\$4,213.81

pd394b



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

PROPERTY MANAGEMENT

April 14, 2010

Jeff Pynes
Chief Executive Officer
City Manager

Jeff Pynes
City Manager

re: Block D, Lot 23, Velasco Townsite
1826 Zapata
Tax ID 8115-0058-000

Please place the following item on the April 19, 2010 City Council agenda:

Discussn / consider the sale of City interest in block D, lot 23,
known as 1826 Zapata, Velasco Townsite
Tax ID 8115-0058-000.

At the present time the City has 10 outstanding care of premises liens and one
outstanding demolition lien in the amount of \$8,510.50 dating back to May 2003, excluding
any penalty and interest.

The delinquent taxes and court costs **exceed** the value of the **offer** leaving zero
\$0.00 to be distributed, as well as extinguishing the outstanding liens due the City.

Copies of the Data Sheet, Bid Analysis, plat location of the property and tax state-
ment attached.


N C Hickey
Property Manager

attach

/s





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

April 19, 2010
January 4, 2010

Council Agenda Date:
Agenda item:

Legal Description:
Street Address:
Type of Property:
Sheriff Sale Date:
Sheriff Deed Number:

Lot: Block D, Lot 23, Velasco Townsite
1826 Zapata
Trust
3-28-06
2006018666

Years Taxes Delinquent: 20
Taxes extinguished by Sheriff Sale: \$ 4,973.88
Appraisal District Value: \$ 4,530.00
Offer by: James Forsythe \$ 785.00
Court Cost & Post Judgment: \$ 5,228.03

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

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

COMMENTS:

Motion by _____ Second _____ Vote _____



BID ANALYSIS

Cause Number:	28022	Account Number:	8115-0058-000
Offer Amount:	\$785.00	Value \$:	\$4,530.00
Person Offering:	JAMES FORSYTH	Adjudged Value\$:	\$3,140.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1983-2004	\$678.76
BCED		\$193.84
Brazosport ISD		\$2,092.80
BRHND		\$169.30
Brazosport College		\$128.88
Velasco Drainage		\$220.28
City of Freeport		\$1,490.00
Total		\$4,973.88

Costs

Court Costs	-\$608.00	Sheriff Fees	\$400.63
Publication Fees	-\$148.20	Research Fees	\$150.00
Ad Litem		Recording fee's	\$24.00
		Liens	\$3,472.28
		Cost of Deed	
Total			\$5,053.11

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2005-2009	\$24.13
BCED		\$0.00
Brazosport ISD		\$93.05
BRHND		\$3.84
Brazosport College		\$7.04
Velasco Drainage		\$4.86
City of Freeport		\$42.00
Post Judgment Total		\$174.92

Proposed Distribution

Offer Amount	\$785.00	Costs + P & J	\$5,228.03
Net to Distribute \$			-\$4,443.03

BC	13.65%	-\$608.34
BCED	3.90%	-\$173.15
Brazosport ISD	42.08%	-\$1,869.44
BRHND	3.40%	-\$151.23
Brazosport College	2.59%	-\$115.12
Velasco Drainage	4.43%	-\$196.77
City of Freeport	29.96%	-\$1,330.98

Brazoria CAD

Property Search Results > Property ID 262271 CITY OF FREEPORT IN TRUST for Year 2009

Property Details

Account
Property ID: 262271
Geo. ID: 8115-0058-000
Type: Real

Legal Description:
VELASCO HEIGHTS (A0049 A CALVIT DIV 14 (B C I C) (FREEPORT), BLOCK D, LOT 23, ACRES 0.180, CAUSE NO28022

Location
Address: 1826 ZAPATA FREEPORT, TX 77541
Neighborhood: FREEPORT ORIGINAL
Mapsc0:

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: \$4,530

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

Website version: 1.2.2.2

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

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Monday, December 28 2009

Taxes Due Detail by Year
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Account No.: 81150058000

* Additional Collection Costs

Year	Base Tax Due	as of December 31, 2009		as of January 31, 2010		as of February 28, 2010	
		Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due	Penalty, Interest, and ACC* Due	Total Due
2005	\$92.85	\$84.32	\$177.17	\$85.41	\$178.26	\$86.54	\$179.39
2004	\$91.67	\$96.43	\$188.10	\$97.54	\$189.21	\$98.63	\$190.30
2003	\$90.74	\$108.55	\$199.29	\$109.60	\$200.34	\$110.72	\$201.46
2002	\$88.99	\$84.56	\$173.55	\$85.42	\$174.41	\$86.31	\$175.30
2001	\$88.81	\$122.62	\$211.43	\$123.61	\$212.42	\$124.66	\$213.47
2000	\$87.32	\$132.59	\$219.91	\$133.60	\$220.92	\$134.61	\$221.93
1999	\$85.90	\$142.29	\$228.19	\$143.27	\$229.17	\$144.28	\$230.18
1998	\$86.01	\$154.37	\$240.38	\$155.34	\$241.35	\$156.32	\$242.33
1997	\$86.67	\$167.48	\$254.15	\$168.49	\$255.16	\$169.46	\$256.13
1996	\$88.36	\$182.94	\$271.30	\$183.96	\$272.32	\$184.99	\$273.35
1995	\$88.36	\$195.16	\$283.52	\$196.16	\$284.52	\$197.17	\$285.53
1994	\$88.87	\$208.53	\$297.40	\$209.55	\$298.42	\$210.59	\$299.46
1993	\$84.88	\$210.89	\$295.77	\$211.86	\$296.74	\$212.83	\$297.71
1992	\$81.53	\$213.84	\$295.37	\$214.76	\$296.29	\$215.69	\$297.22
1991	\$77.90	\$215.02	\$292.92	\$215.94	\$293.84	\$216.84	\$294.74
1990	\$72.94	\$211.42	\$284.36	\$212.27	\$285.21	\$213.10	\$286.04
1989	\$315.90	\$959.24	\$1,275.14	\$962.86	\$1,278.76	\$966.49	\$1,282.39
Total Amount Due:	\$1,697.70	\$3,490.25	\$5,187.95	\$3,509.64	\$5,207.34	\$3,529.23	\$5,226.93

Tax Office:
[Search & Pay Taxes](#)
[Appraisal District](#)
[Tax Rates & Entities](#)
[Related Links](#)
[Tax Office FAQ](#)

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Brazoria CAD

Property Search Results > 262271 CITY OF FREEPORT IN TRUST for Year 2009

Property

Account
 Property ID: 262271 Legal Description: VELASCO HEIGHTS (A0049 A CALVIT DIV 14 (B C I C)(FREEPORT), BLOCK D, LOT 23, ACRES 0.160.CAUSE NO28022

Geographic ID: 8115-0058-000 Agent Code:
 Type: Real

Location
 Address: 1826 ZAPATA Mapsco:
 FREEPORT, TX 77541

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

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:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$4,530	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
		<hr/>	
(=) Market Value:	=	\$4,530	
(-) Ag or Timber Use Value Reduction:	-	\$0	
		<hr/>	
(=) Appraised Value:	=	\$4,530	
(-) HS Cap:	-	\$0	
		<hr/>	
(=) Assessed Value:	=	\$4,530	

Taxing Jurisdiction

Owner: CITY OF FREEPORT IN TRUST
 % Ownership: 100.000000000000%
 Total Value: \$4,530

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$4,530	\$0	\$0.00
CFP	CITY OF FREEPORT	0.708266	\$4,530	\$0	\$0.00
DR2	VELASCO DRAINAGE DISTRICT	0.087130	\$4,530	\$0	\$0.00
GBC	BRAZORIA COUNTY	0.366286	\$4,530	\$0	\$0.00
JBR	BRAZOSPORT COLLEGE	0.175754	\$4,530	\$0	\$0.00
NAV	PORT FREEPORT	0.053500	\$4,530	\$0	\$0.00
RDB	ROAD & BRIDGE FUND	0.060000	\$4,530	\$0	\$0.00
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.228500	\$4,530	\$0	\$0.00
Total Tax Rate:		2.679436			

Taxes w/Current Exemptions: \$0.00
 Taxes w/o Exemptions: \$121.38

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	0.1600	6970.00	0.00	0.00	\$4,530	\$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	\$4,530	0	4,530	\$4,530
2008		\$0	\$3,140	0	3,140	\$3,140
2007		\$0	\$3,140	0	3,140	\$3,140
2006		\$0	\$3,140	0	3,140	\$3,140
2005		\$0	\$3,140	0	3,140	\$3,140
2004		\$0	\$3,140	0	3,140	\$3,140
2003		\$0	\$3,140	0	3,140	\$3,140
2002		\$0	\$3,140	0	3,140	\$3,140
2001		\$0	\$3,140	0	3,140	\$3,140

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
1	3/28/2006 12:00:00 AM	SD	SHERIFF'S DEED	WHITWORTH EDN/	CITY OF FREEPOR	06	018666

Questions Please Call (979) 849-7792

Website version: 1.2.2.2

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

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

pg 400 b

Delia Munoz

From: Jeff Pynes [jpynes@freeport.tx.us]
Sent: Thursday, March 11, 2010 11:12 AM
To: dmunoz@freeport.tx.us
Subject: FW: Riverfront Property TR50F Matter

Delia

Please forward a copy of Mr Shaefer's information to all council members

Jeff Pynes

From: Larry Shaefer [mailto:lshaefer@sbcglobal.net]
Sent: Thursday, March 11, 2010 10:52 AM
To: Jeff Pynes; Ron Wise; Clan Cameron
Subject: Riverfront Property TR50F Matter

Dear Jeff & Council -

Please find the attached information and letters that we have been asking to be sold since Nov. 2009. Due to errors in the City's Contractors appraisal and Open Records requests this matter has taken a long time. In reviewing Chapter 272 of the Local Government Code last night, I found a sections 272.001 (c) that would allow said property to be sold only to abutting property owners only "and the city is not required to receive fair market value for the property." Attached is my offer for the said property and please put this property sale on the agenda as soon as you can.

Jeff, I do not have an email for Mr Phillips nor Mrs. Garcia. Please make sure they each get a copy of this packet.

Regards -

Larry & Judy Shaefer

MrRadioman

115 N Walker St

Angleton, TX 77515

281-235-5205

713-522-7000

'In God We Trust!'

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.436 / Virus Database: 271.1.1/2732 - Release Date: 03/11/10 07:33:00

Larry Shaefer
115 N. Walker St
Angleton, TX 77515
281-235-5205 Cell #
713-522-7000 Office #

March 11, 2010

City of Freeport
Mayor Larry McDonald
200 W 2nd Street
Freeport TX 77541

RE: 0008-0001-000 TR 50F, Freeport

Dear Mayor McDonald,

I have attached several letters and documents on this subject property located adjacent to my property TR 50E (0008-0008-000). Through a series of errors your City Contractor, Joseph A. Fischer, for a fee of \$350.00 appraised the wrong property located several blocks away on Ave F.

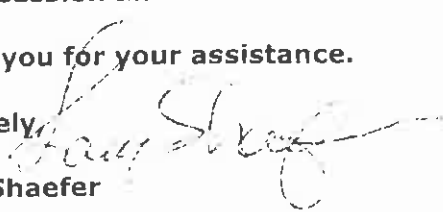
I have also attached a copy of Chapter 272 of the Local Government Code specifically 272.001 (c) which allows the sale of property which "could not be used independently..." for "...lack of access to public roads;" This chapter provides for the sale to abutting property owners only at less than fair market value. A copy of the 2009, BCAD detail file on this property shows a value of \$450.00, the city paid \$119.90 back taxes for a total of \$569.90 in value. The miss-appraisal fee should be recovered by the City from its contractor.

I hereby tender my fair market value offer as abutting property owner of \$569.90. Please place this matter on the March 15th agenda for discussion and consideration.

Thank you for your assistance.

Sincerely,

Larry Shaefer



CC: Mr. Jeff Pynes, City Manager
Ron Wise
Clan Cameron
Jim Phillips
Norma Garcia

Encl: BCAD Values
272.001(c)
Feb. 21st Letter
BCAD Satellite View
Paid Tax Receipt

Procedure for the Sale of Real Property By a City

Once a city has obtained a piece of real property, Local Government Code Chapter 272 controls how that property may be sold or transferred. Chapter 272 states that the sale of real property owned by a city generally must be accomplished through advertisement of the property and acceptance of competitive bids. Accordingly, if a city wants to sell or transfer a property to a business to promote economic development, the city needs to comply with the requirements of Chapter 272. Specifically, Section 272.001 states:

Before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which the sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

There are certain exceptions to the sale-by-bid requirement. Sale of real property by bid is not required if the real property fits into any of the following five categories:

- 1) land that could not be used independently under its current zoning because of its size, shape or lack of access to public roads;
- 2) streets or alleys owned in fee or used by easement or acquired for such purposes;
- 3) land that the city wants to have developed by contract with an independent foundation;
- 4) land that is located in a reinvestment zone that has been designated as provided by law and that the city desires to have developed under a project plan adopted by the city for the zone;⁸⁴ or
- 5) land that is owned by a municipally owned utility (under certain circumstances).⁸⁴

If property fits into one of the above five categories, it does not have to be sold pursuant to notice and competitive bids. These parcels may be sold through a private sale agreement between the city and an interested buyer. Additionally, property under either of the first two categories may be sold to the abutting property owners only as provided under Local Government Code Section 272.001(c), and the city is not required to receive fair market value for the property.

Property Search Results - 148040 ARNOLD W T - 04/15/2009

Property

Account
 Property ID 148040 Legal Description ACORN S T ANDLER TRACT 50F ACRES 0.300 FREEPORT
 Geographic ID 0008-0001-000 Agent Code
 Type Real
Location
 Address Mapsco
 Neighborhood SBR ABST STRATA 1 Map ID
 Neighborhood CD SBR1
Owner
 Name ARNOLD W T Owner ID 01106
 Mailing Address % Ownership 100.0000000000%
 Exemptions

Values

(+) Improvement Homesite Value	+	\$0	
(+) Improvement Non-Homesite Value	+	\$0	
(+) Land Homesite Value	+	\$0	
(+) Land Non-Homesite Value	+	\$450	Ag / Timber Use Value
(+) Agricultural Market Valuation	+	\$0	\$0
(+) Timber Market Valuation	+	\$0	\$0

(=) Market Value	=	\$450	
(-) Ag or Timber Use Value Reduction	-	\$0	

(=) Appraised Value	=	\$450	
(-) HS Cap	-	\$0	

(=) Assessed Value	=	\$450	

Taxing Jurisdiction

Owner ARNOLD W T
 % Ownership 100.0000000000%
 Total Value \$450

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$450	\$450	\$0.00
CFP	CITY OF FREEPORT	0.700000	\$450	\$450	\$3.15
DR2	VELASCO DRAINAGE DISTRICT	0.082075	\$450	\$450	\$0.37
GBC	BRAZORIA COUNTY	0.330000	\$450	\$450	\$1.49
JBR	BRAZOSPORT COLLEGE	0.156456	\$450	\$450	\$0.70
NAV	PORT FREEPORT	0.053500	\$450	\$450	\$0.24
RDB	ROAD & BRIDGE FUND	0.060000	\$450	\$450	\$0.27
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.192200	\$450	\$450	\$5.36
Total Tax Rate		2.574263			
				Taxes w/Current Exemptions	\$11.58

Taxes w/o Exemptions \$11.53

Improvement / Building

No improvements exist for this property

Land

#	Type	Description	Acres	Sqft	Front	Depth	Market Value	Prod. Value
1	S4	WATERFRONT	0.3000	1,3068.00	0.00	0.00	\$450	\$0

Roll Value History

Year	Improvements	Land Market	Ag. Valuation	Appraised	HS Cap	Assessed
2009		\$0	\$450	0	\$450	\$0
2008		\$0	\$4,050	0	4,050	\$0
2007		\$0	\$4,050	0	4,050	\$0
2006		\$0	\$4,050	0	4,050	\$0
2005		\$0	\$4,050	0	4,050	\$0
2004		\$0	\$4,050	0	4,050	\$0
2003		\$0	\$4,050	0	4,050	\$0
2002		\$0	\$4,050	0	4,050	\$0
2001		\$0	\$4,050	0	4,050	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
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Questions Please Call (979) 848-7792

Website Version: 1.2.2.2

Database last updated on: 1/22/2009 8:21 PM

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Larry Shaefer
115 N. Walker St
Angleton, TX 77515
281-235-5205 Cell - 713-522-7000 Office

Feb. 21, 2010

City of Freeport
Mayor Larry McDonald
200 W 2nd St
Freeport, TX 77541

RE: Property on 0008-0001-000, TR50F, property appraisal dated Nov. 2, 2009.

Dear Mayor McDonald,

As you may recall, I asked to purchase the subject property on or about October 22, 2009. Subsequently an appraisal of \$8850 was received Nov. 2, 2009 by Nat Hickey and after an open records request, I discovered the wrong property was appraised.

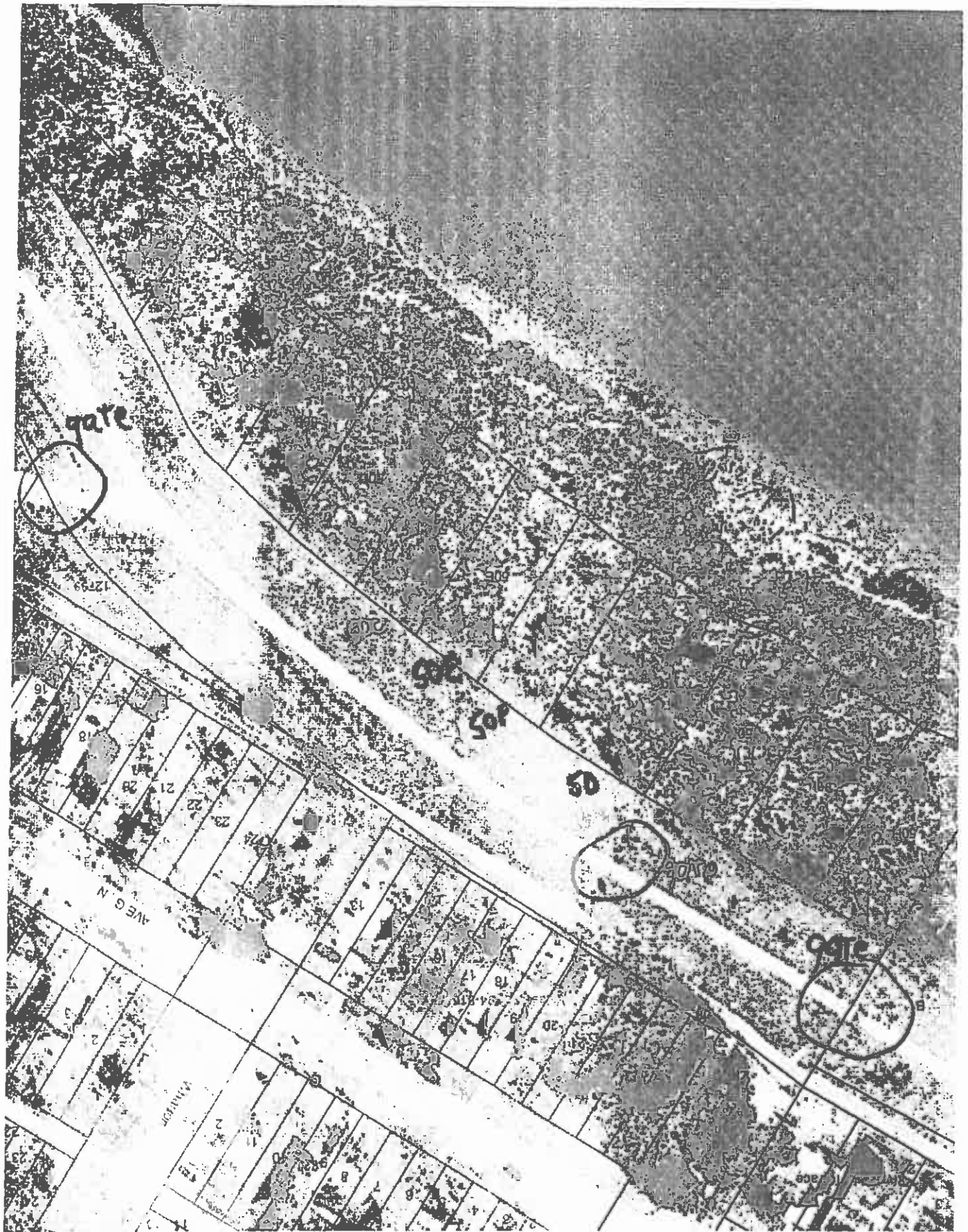
I have repeatedly asked the progress in re-appraisal since the City paid \$350.00 for this wrong appraisal and I am still interested in the property. What Now?

Yours truly,


Larry Shaefer

CC: Jeff Pynes, City Manager
City Council

TR 50E/SOF



TAX RECEIPT



ROYAL GARRETT, R.A.
 BRAZOSPORT COUNTY TAX ASSESSOR
 111 E. LOCUST
 WINGLTON TEXAS 77615

Certified Copy:
 ARNOLD VAN
 00000-0000

Legal Description:
 4000R S TANGIER TRACT 501, ACRES 0.305
 FREEPORT

Parcel Address:
 Legal Acres: 0.3000

Remit Seq No: 14172803
 Receipt Date: 06/26/2009
 Deposit Date: 06/26/2009
 Print Date: 06/26/2009

Deposit No: 0917702C
 Validation No: 900000017459313
 Account No: 0000 000 -000
 Operator Code: LATOYA

Year	Tax Unit Name	Tax Value	Tax Rate	Assessed	P&I	Atty Paid	Total
2008	Brazosport County	4,050	0.330000	1337	2.01	0.00	15.38
2008	Special Road & Bridge	4,050	0.060000	243	0.36	0.00	2.79
2008	Brazosport Isd	4,050	1.192200	4828	7.24	0.00	55.52
2008	Port Freeport	4,050	0.053500	217	0.33	0.00	2.50
2008	Brazosport Coll, c	4,050	0.156488	634	0.95	0.00	7.29
2008	Velesee Drainage Dist No 2	4,050	0.082075	332	0.50	0.00	3.82
2008	City Of Freeport	4,050	0.700000	2835	4.25	0.00	32.60
				\$20,450	114.64	\$0.00	\$119.90

Check Number(s):
 085499

PAYMENT TYPE:
 Check: \$119.90

Exemptions or other credits:

Total Applied: \$119.90
 Total Tended: \$119.90
 (for accounts paid on 06/26/2009)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

JAMES
 CITY OF FREEPORT
 267 N. 10th St
 FREEPORT, TX 77541-0900

(979) 664-1370, (979) 388-1320, (281) 756-1320

pg 408 b

Secretaría de Relaciones Exteriores

“MATRÍCULA CONSULAR”

(MEXICAN CONSULAR ID CARD)

Index

- I. Background**
- II. Evolution**
- III. Issuance Requirements**
- IV. Statistics**
- V. Mexican Consular ID Card**
- VI. Model**
- VII. Issuance Process**
- VIII. Security Provisions**
- IX. Conclusion**


I. Background

(Consular ID)


The Matrícula Consular or Consular Identification Card is the official record for an individual living abroad.



II. Evolution

System	Certificate	Procedure
	Paper voucher	Local, manual
	Notebook with inserted photography	Local, manual
	ID card with digitalized photography	Local, manual
SIC	High Security Consular ID Card (MCAS) with visual and hidden security provisions, digitalized photography and signature, personal information and emergency contact information	Local, computerized system
SIAC	MCAS 	Local, ICAO standardization computerized and centralized system

Notebook

<p>Nº 41697</p> <p><u>MARCOS HERNANDEZ VIDAL</u> - <small>Nombre y Apellido</small></p> <p><u>8 NOVIEMBRE 1969, GUANAJUATO, MEX.</u> <small>Fecha y Lugar de Nacimiento</small></p> <p><u>SOLTERO</u> <u>OBRERO</u> <small>Estado Civil Ocupación</small></p> <p><u>1105 CAMPBELL ST., HIGH POINT, NC.</u> <small>Dirección</small></p> <p>Esta registrado(a) en esta Oficina Consular por ser mexicano(a), y tener su domicilio en esta circunscripción</p> <p>Expedido en <u>ESTADOS UNIDOS MEXICANOS</u> <small>Consulado</small></p> <p>el <u>DEC 13 1989</u> en <u>WASHINGTON D.C.</u></p> <p>Autorizó <i>[Firma]</i></p> <p>En caso de muerte o <u>GARCIA ALONSO</u> <small>registro</small></p>	<p>Derechos: Validez</p> <p>Certificado No. <u>CINCO AÑOS</u> <u>1.70 MTS.</u> <small>Inclusiva</small></p> <p> <u>MORENA</u> <small>Ten</small></p> <p><u>CAFES</u> <small>Ocas</small></p> <p><u>CASTAÑO</u> <small>Peña</small></p> <p><u>MASC.</u> <small>Varo</small></p> <p><u>NINGUNA</u> <small>Señal Particular</small></p> <p>Fecha del Titular</p> <p>Observaciones</p>
---	--

Forma 115 - A Mayo 2000 02

ID with digitalized photo

SECRETARIA DE RELACIONES EXTERIORES SERVICIO EXTERIOR MEXICANO	
CERTIFICADO DE MATRÍCULA CONSULAR	
	NOMBRE: BLANCA VERÓNICA LEDEZMA PECINA
	DOMICILIO: 24 MOSBY ST. MANASSAS PARK, VA 20111
	FECHA DE NACIMIENTO: abril 23, 1990 NOMBRE DEL CONSULADO: NUEVO LAREDO TAMP. NÚMERO DE MATRÍCULA: 154086
	FECHA DE EMISIÓN: octubre 10, 2006 27.06

El titular de este documento quedó registrado en esta oficina consular, por ser mexicano y tener su domicilio en esta circunscripción.
This is an ID issued by the MEXICAN GOVERNMENT.

octubre 11, 2006

[Firma]
Fecha del Emisor Fecha de Publicación

ID with digitalized photo



High Security Consular Identification Card



III. Issuance Requirements

There are 4 basic requirements that the applicant must fulfill in order to obtain a MCAS, based in our regulation:

1. Proof of nationality:

Any of the following documents are accepted: Mexican birth certificate, Mexican Passport, or certificate of Mexican naturalization.

III. Issuance Requirements

2. Proof of Identity:

Any official identifications issued by a Mexican or foreign authority are accepted. For instance: Mexican or US passports, drivers licenses, State ID Cards, US green cards or INS working permissions, **Mexican Voters Registration ID Card**, official school records or police clearance report with a cancelled picture.

III. Issuance Requirements

3. Proof of establishment: (address within the consular circumscription)

Any of the following documents: utilities bills, any official ID with the address included (i.e. drivers licenses) and pieces of official correspondence (i.e. US or Mexican Social Security, US Revenue Service, etc.).

4. Issuance Fee Payment:

The applicant must pay \$27 U.S. dollars fee for issuance of the MCAS.

IV. Statistics

(Acceptance of the Consular ID in USA)

Counties	167
Police Departments	1,204
Cities	393
States in US with at least one authority acceptance	32
Banks	175
States in Mexico	21

V. Consular ID Card

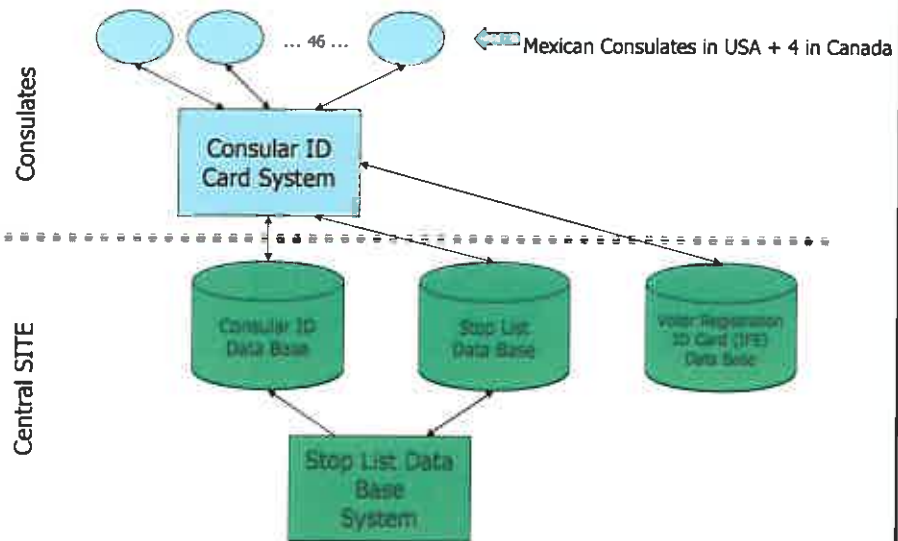


Main characteristics of the High Security Consular ID Card (MCAS):

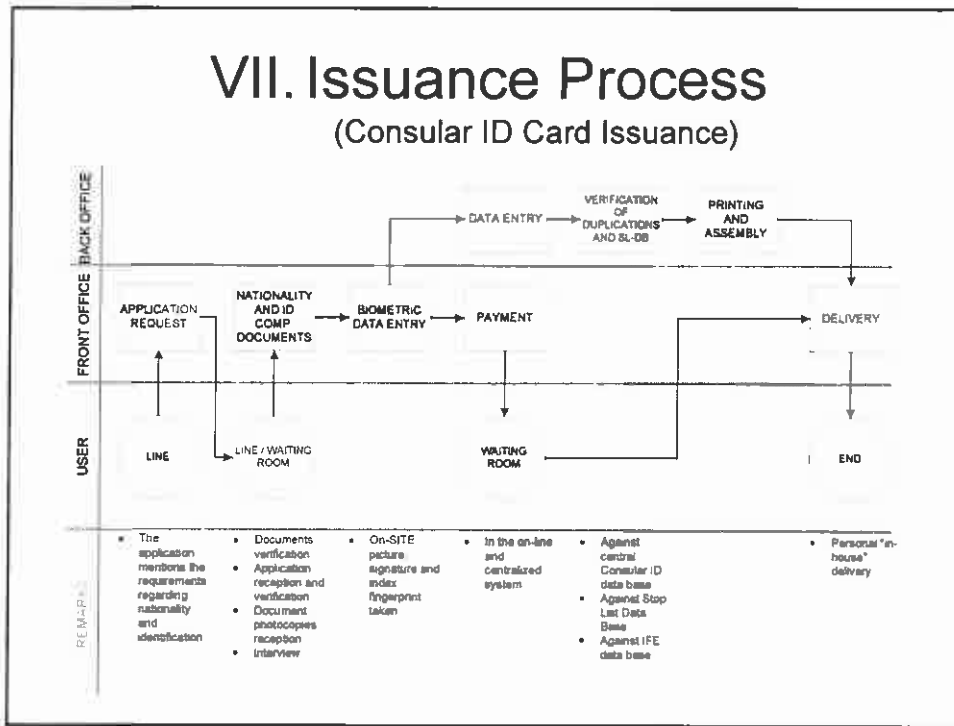
- Visual and hidden security provisions to avoid falsifications.
- Supported by a centralized system to avoid duplications and confirm the authenticity of required documents and information.
- Validated against the Stop List Data Base.
- Robust verification procedure of nationality and identity.
- The procedures and requirements were homogenized to those of the Mexican High Security Passport System.
- Bi-dimensional Bar Code (PDF417) and Optical Character Recognition (OCR). *
- Adding index fingerprint to the current Biometric elements. *
- Digital Files with the citizenship and proof of Identity documents. *

* Starting Aug-2005

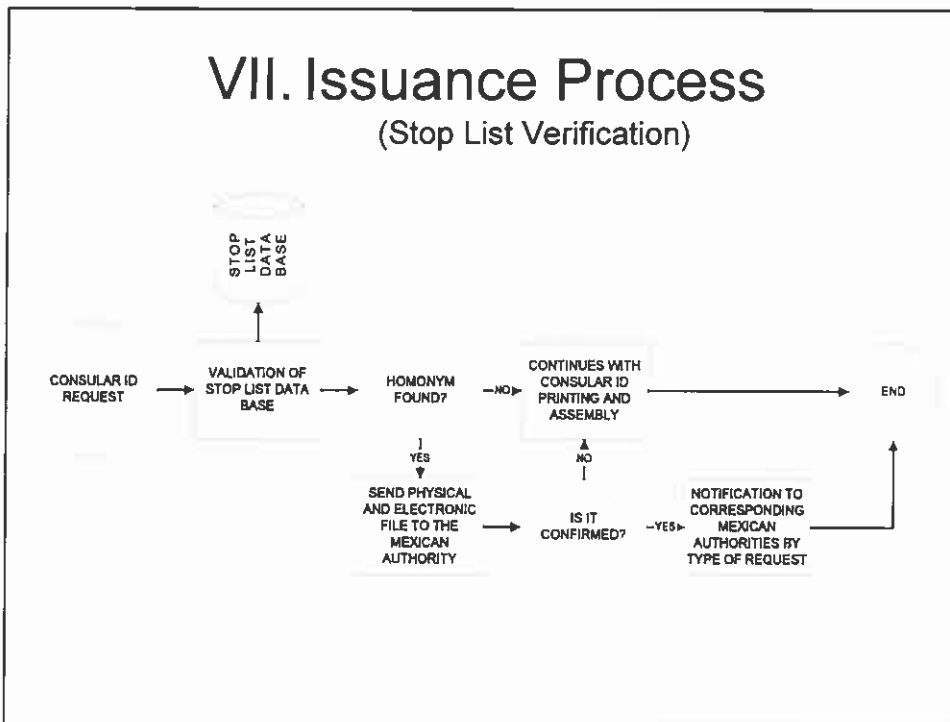
VI. Model



VII. Issuance Process (Consular ID Card Issuance)

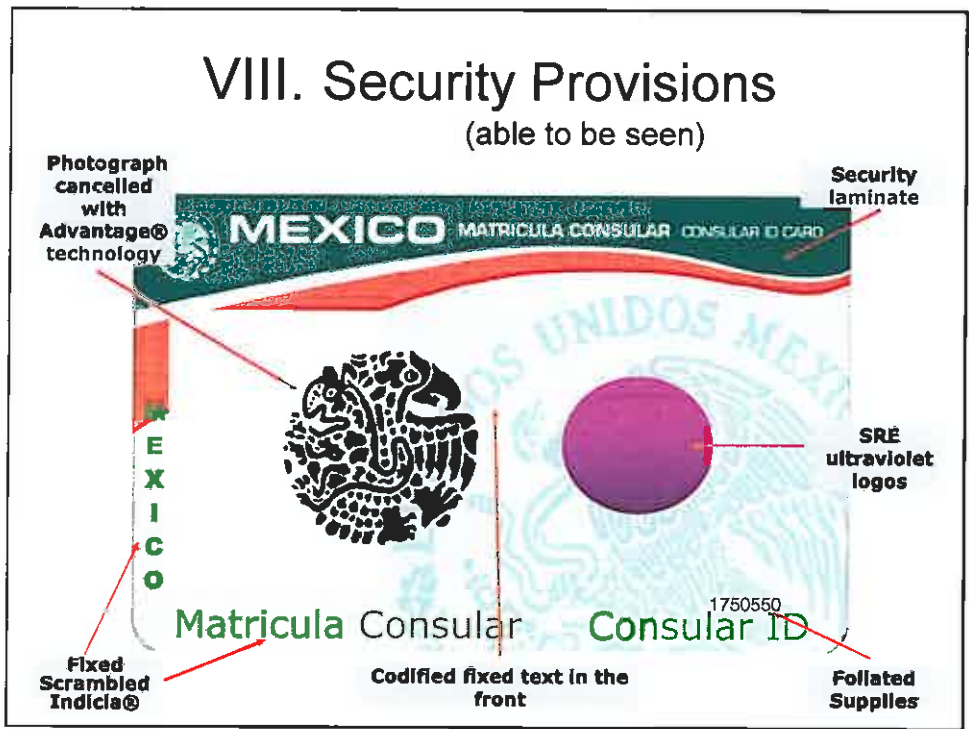


VII. Issuance Process (Stop List Verification)



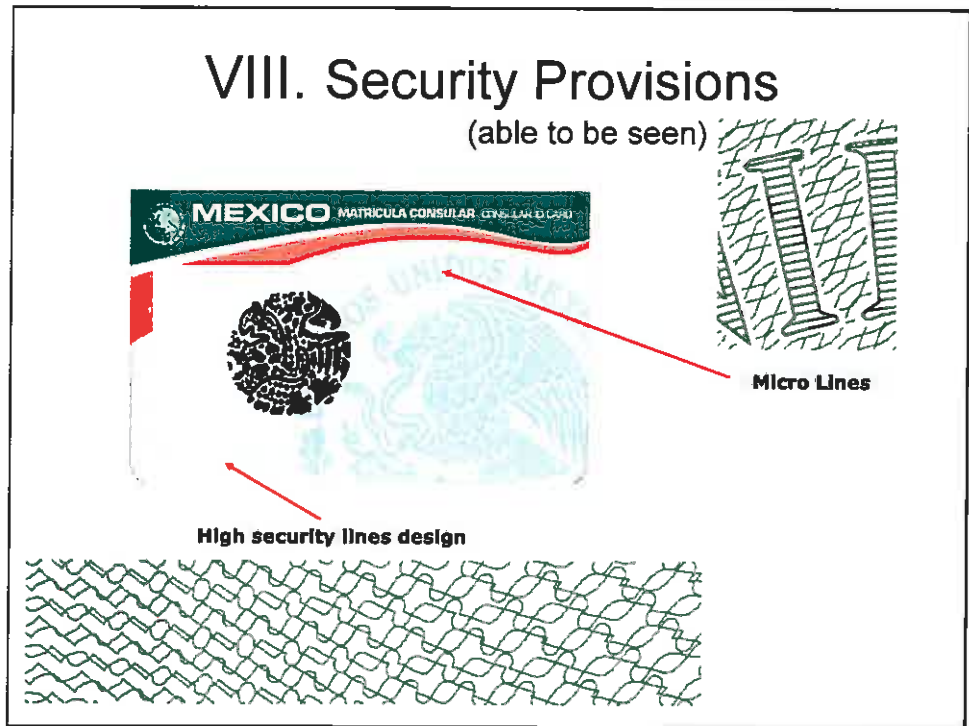
VIII. Security Provisions

(able to be seen)



VIII. Security Provisions

(able to be seen)



IX. Conclusions

- The Matricula Consular is a dynamic document, that has withstand the passing of the years and will remain as a key component in the efforts of the Mexican government to establish a communication link with its nationals worldwide.

**REQUISITOS PARA LA EXPEDICIÓN DEL
CERTIFICADO DE MATRICULA CONSULAR MEXICANA**

1. COMPARECER PERSONALMENTE ANTE LA OFICINA CONSULAR
2. LLENAR Y FIRMAR LA SOLICITUD, BAJO PROTESTA DE DECIR VERDAD Y PRESENTAR LOS SIGUIENTES DOCUMENTOS EN ORIGINAL Y UNA FOTOCOPIA
3. COMPROBAR SU NACIONALIDAD CON:
 - A. ACTA DE NACIMIENTO
 - B. CERTIFICADO DE NACIONALIDAD MEXICANA
 - C. CARTA DE NATURALIZACIÓN MEXICANA
 - D. DECLARATORIA DE NACIONALIDAD MEXICANA
 - E. PASAPORTE MEXICANO
4. COMPROBAR SU IDENTIDAD CON ALGUNA DE LAS SIGUIENTES IDENTIFICACIONES OFICIALES CON FOTOGRAFÍA.
 - F. CREDENCIAL EXPEDIDA POR INSTITUTO FEDERAL ELECTORAL (IFE) (CREDENCIAL PARA VOTAR)
 - G. LICENCIA DE MANEJO EXPEDIDA EN LA REPÚBLICA MEXICANA
 - H. LICENCIA DE MANEJO EXPEDIDA POR LAS AUTORIDADES ESTATALES DE LOS E.U.A.
 - I. CERTIFICADO DE ESTUDIOS EMITIDO POR LA SECRETARÍA DE EDUCACIÓN PÚBLICA DEL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS
 - J. PASAPORTE MEXICANO Y
 - K. ALGUNA OTRA IDENTIFICACIÓN OFICIAL
5. COMPROBAR QUE RESIDE EN LA CIRCUNSCRIPCIÓN DEL CONSULADO GENERAL DE MÉXICO EN HOUSTON, MEDIANTE LOS SIGUIENTES DOCUMENTOS:
 - L. RECIBOS DE RENTA, TELÉFONO, LUZ, AGUA
 - M. COMPROBANTES DEL SEGURO SOCIAL QUE SEAN EMITIDOS POR LA AUTORIDAD DE ALGUNA LOCALIDAD DEL ÁREA DONDE VIVE
 - N. UN SOBRE DE CORRESPONDENCIA RECIBIDA A SU NOMBRE CON SELLO POSTAL
6. PARA LAS MUJERES CASADAS: ACTA DE MATRIMONIO
7. CUBRIR LOS DERECHOS POR SU EXPEDICIÓN, EN TÉRMINOS DE LO PREVISTO POR LA LEY FEDERAL DE DERECHOS.
8. LOS MENORES DE EDAD REQUIEREN DE LA AUTORIZACIÓN DE AMBOS PADRES, QUIENES DEBERÁN PRESENTARSE TAMBIÉN CON IDENTIFICACIONES OFICIALES
 - O. CONSTANCIA DE ESTUDIOS CON FOTOGRAFÍA EXPEDIDA POR UNA INSTITUCIÓN EDUCATIVA EN MÉXICO O EN ESTADOS UNIDOS
 - P. CREDENCIAL DE ESTUDIANTE CON FOTOGRAFÍA
9. EN CASO DE ROBO, PÉRDIDA O DESTRUCCIÓN DE LA MATRICULA CONSULAR
 - Q. CUMPLIR CON LOS REQUISITOS ANTERIORES Y LLENAR UN FORMATO EN LA OFICINA CONSULAR, DECLARANDO EL MOTIVO DEL ROBO O PÉRDIDA DE SU DOCUMENTO. PARA SU PROTECCIÓN SE LE SUGIERE LEVANTE UN ACTA DE ROBO O PÉRDIDA EN LA POLICÍA DEL LUGAR DONDE VIVE.
 - R. EN CASO DE CANJE POR VENCIMIENTO DE VIGENCIA, O POR CAMBIO DE DOMICILIO, EL SOLICITANTE DEBERÁ ENTREGAR SU MATRICULA ANTERIOR Y PAGAR LOS DERECHOS CORRESPONDIENTES. EL CERTIFICADO DE MATRICULA CONSULAR MUTILADO O ALTERADO, CARECERÁ DE VALIDEZ
 - S. EN CASO DE HABER ADQUIRIDO OTRA NACIONALIDAD PRESENTAR SU CERTIFICADO DE NATURALIZACIÓN, ORIGINAL Y COPIA.
10. CUANDO EN LAS BASES DE DATOS DE LA SECRETARÍA DE RELACIONES EXTERIORES EXISTA UN ARRAIGO JUDICIAL, UN IMPEDIMIENTO ADMINISTRATIVO O UNA HOMONIMIA DEL SOLICITANTE, SE CONSULTARÁ CON LA SECRETARÍA DE RELACIONES EXTERIORES.