

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
MONDAY, MAY 17th, 2010, 6:00 P.M.

RIVER PLACE
733 MYSTERY HARBOR LANE

AGENDA FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the May 3rd, 2010 Council Minutes.
Pg. 451-453
5. Attending citizens and their business.
6. **Proclamation:** Proclaim the month of July 2010, as Adopt a Shelter Animal Month. Pg.454
7. Consideration of approving Resolution No. 2010-2227 authorizing the Mayor and City Secretary to execute and attest, respectfully, and the Mayor to acknowledge and deliver to Larry & Judy Shaefer a special warranty deed conveying Tract 50-F out of the S.T. Angier Labor, Abstract 8, and the J. F. Fields Labor, Abstract 62, Brazoria, Texas, to the said Larry & Judy Shaefer as joint tenants with right of survivorship, they being the only owners of the real property abutting the same to offer to purchase such land. Pg. 455-458
8. Consideration of approving Ordinance No. 2010-2247 canvassing the returns and declaring the results of the 2010 Annual Elections. Pg. 459-461
9. Consideration of approving Ordinance No. 2010-2248 canvassing the returns and declaring the results of the 2010 Charter Review Election. Pg. 462-465
10. Consideration of approving Ordinance No. 2010-2249 canvassing the returns for late hour sale and declaring the results of the Referendum Election.
Pg. 466-469
11. Administer Oath of Office to duly elected Councilwomen for Ward A and Ward C. Pg. 470-471
12. Election of Mayor Pro Tem.

13. **Plaque:** Recognition of Councilman Wise and Councilman Cameron for their dedicated service.
14. Consideration of implementing a policy to Identify Theft Prevention Program in compliance with Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003. Pg. 472-481
15. Consideration of authorizing the City Manger to sign a lease for a Terra Spike Aerator for the Freeport Municipal Golf Course. Pg. 482-492

Work Session:

1. Update by Mike Darlow of Perdue, Brandon, Fielder, Collins & Mott L.L. P concerning the delinquent taxes due to the City. Pg. 493-506

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, May 13th, 2010 at or before 5:00 a.m.

Delia Munoz
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, May 3rd, 2010 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard for the purpose of considering the following agenda item:

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

Planning Commission: Diane Williams
 Joyce Adkins
 Edward T. Garcia
 Reuben Cuellar
 Eric Hayes

Staff: Jeff Pynes, City Manager
 Wallace Shaw, City Attorney
 Delia Munoz, City Secretary
 Nat Hickey, Property Manager
 Gilbert Arispe, Administrative Asst.
 Tyrone R. Morrow, Chief of Police

Visitors: Pixie Floyd Lila Lloyd
 Larry Shaefer Judy Shaefer
 Manning Rollerson Susie Wise
 Sandra Wood-Wicke Annette Sanford
 Michelle Kent Nicola Mireles
 Sam Reyna Jerry Meeks
 Dorothy Pirrung Jim Pirrung
 Loren Hayes Rex Maugans
 Lila Diehl Edna Allan
 George Beaman

Call to order.

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

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of approving the April 19th, 2010 Council Minutes.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved the April 19th, 2010 Council Minutes.

Attending citizens and their business.

Mayor McDonald announced the City will observe National Day of Prayer on May 6th, 2010 at 11:30 a.m. at the City Hall. Councilman Phillips is in the hospital and Mayor McDonald asked all to keep him in their prayers. The Blessing of the Fleet is scheduled for May 7th, 8th, 9th, 2010, by the Freeport Marina and will include a beauty pageant, carnival, food, and live music.

Joint Public Hearing: The City Council and the Planning Commission of said City will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said City, changing the zoning classification of R-3 to a new classification of C-2.

There being a quorum with the Planning Commission and City Council, Mayor McDonald opened the joint public hearing at 6:04 p.m.

The Planning Commission approved to amend 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 One (1) through Twelve (12), Block Six (6), Velasco Townsite from its present classification of R-3 (residential) to a new classification of C-2 (commercial).

There being no further comments or questions. Mayor McDonald closed the joint public hearing at 6: 05 p.m.

Consideration of approving Ordinance No. 2010-2246 amending the comprehensive zoning ordinance of said City to change the zoning classification of Lots One through Twelve, Block six, Velasco Townsite, within said City, from its present zoning classification of R-3 a new zoning classification of C-2.

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved Ordinance No. 2010-2246 amending the comprehensive zoning ordinance of said City to change the zoning classification of Lots One through Twelve, Block six, Velasco Townsite, within said City, from its present zoning classification of R-3 a new zoning classification of C-2.

Consideration of approving Resolution No. 2010-2226 consenting to the City of Lake Jackson, Texas entering into an interlocal agreement with Gulf Coast Center for Connect Transit fixed route transit service; agreeing to the formation of the Transit Service Committee; nominating Jeff Pynes to serve on that committee.

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved Resolution No. 2010-2226 consenting to the City of Lake Jackson, Texas entering into an interlocal agreement with Gulf Coast Center for Connect Transit fixed route transit service; agreeing to the formation of the Transit Service Committee; nominating Jeff Pynes to serve on that committee.

Consideration of selling the City's interest on Abstract 0008, ST Angier, Tract 50F Acres 0.300, Velasco Townsite, Tx. Id. 0008-0001-000.

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved selling the City's interest to Larry Schaefer for \$450.00 on Abstract 0008, ST Angier, Tract 50F Acres 0.300, Velasco Townsite, Tx Id. 00008-0001-000.

Consideration of selling the City's interest on Block 50, Lot 16 & 17, known as 415 – 417 South Ave. F., Velasco Townsite, Tx. ID 8110-0486-000.

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 50, Lot 16 & 17, known as 415-417 South Ave. F., Velasco Townsite, Tx Id 8110-0486-000.

Consideration of selling the City's interest on Block 96, Lot 11, Freeport Townsite, known as 708 West Broad, Freeport Townsite, Tx. Id 4200-0969-000.

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 96, Lot 11, Freeport Townsite, known as 708 West Broad, Freeport Townsite, Tx. Id 4200-0969-000.

Adjourn

On a motion by Councilman Wise, seconded by Councilman Cameron, with all present voting "aye", Council adjourned the meeting at 6:22 p.m.

Delia Munoz
City Secretary

Larry L. McDonald
Mayor

PROCLAMATION
The City of Freeport, Texas

WHEREAS, tens of millions of homeless animals are housed in shelters across America each year due to overpopulation; and

WHEREAS, local governments across America, spend close to \$2 billion tax dollars annually for animal shelters to care for these animals; and

WHEREAS, shelters have many more pets up for adoption than there are people adopting pets, which forces many area animal shelters to resort to euthanizing; and

WHEREAS, educating our community is essential to overcoming the costly, devastating cause and effect of pet overpopulation; and

WHEREAS, the number of euthanized animals, in Brazoria County, could be dramatically reduced if more people adopted pets from animal shelters; and

WHEREAS, animal shelters all across Brazoria County house all shapes and sizes of lovable pets, willing to match all types of lifestyles, age groups, and families.

NOW, THEREFORE BE IT RESOLVED, that I, Larry L. McDonald, Mayor of the City of Freeport, Texas, on behalf of the entire City Council, and by the authority of the laws of Freeport, Texas, do hereby proclaim the month of July 2010 as

ADOPT A SHELTER ANIMAL MONTH

in Freeport, Texas and call upon the people of Freeport, Texas to observe July 2010 with appropriate programs, activities, and ceremonies in support.

IN WITNESS THEREOF, We have hereunto set our hands and caused the Great Seal of the City of Freeport, Texas, to be affixed this _____ day of _____, 2010.

Mayor Larry L. McDonald
Mayor of Freeport, Texas

RESOLUTION NO. 2010-227

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; ACCEPTING THE OFFER OF AND AUTHORIZING THE MAYOR AND CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, AND THE MAYOR TO ACKNOWLEDGE AND DELIVER TO LARRY & JUDY SHAEFER A SPECIAL WARRANTY DEED CONVEYING TRACT 50-F OUT OF THE S.T. ANGIER LABOR, ABSTRACT 8, AND THE J.F. FIELDS LABOR, ABSTRACT 62, BRAZORIA COUNTY, TEXAS, TO THE SAID LARRY & JUDY SHAEFER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, THEY BEING THE ONLY OWNERS OF THE REAL PROPERTY ABUTTING THE SAME TO OFFER TO PURCHASE SUCH LAND; 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, Section 2.01 of the Home Rule Charter of the City authorizes it to sell any real property owned by the City; and,

WHEREAS, Section 272.001(b) (1) of the Local Government Code allows the City to sell a parcel of land that is not within a subdivision and that lacks access to a public road to abutting property owners in proportion to their abutting ownership without complying with the notice and bidding requirements of Section 272.001(c) of the Local Government Code; and,

WHEREAS, there are two property owners with property abutting the hereinafter described parcel of real estate but Larry and Judy Shaefer are the only such owners to offer to purchase such parcel; and,

WHEREAS, the City Council of the City has determined and does here now declare that, under the existing circumstance, such offer is a fair offer and accepting such offer will be in the best interest of the inhabitants of the City; and,

WHEREAS, the said Larry and Judy Shaefer have requested that such parcel be conveyed to them as tenants in common with right of survivorship.

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, finds that the fact recited in the preamble hereof are true.

Second, the City Council of the City hereby accepts the offer of the said Larry and Judy Shaefer therefor and authorizes the Mayor and City Secretary thereof to execute and attest, respectively, and the Mayor to acknowledge and deliver to the said Larry and Judy Shaefer a Special Warranty Deed conveying to them, as tenants in common with right of survivorship, the following described real property owned by the City upon the receipt by the City's Director of Finance from the said Larry and Judy Shaefer of Five Hundred Sixty Nine and 90/100 (\$569.90) Dollars, to-wit:

A. 0.290 acre tract out of a 4.64 acre tract, being that portion of the 300 foot river front tract from the Northeast line of Gulf Boulevard to the Northwest line of 19th Street, City of Velasco (now known as Yellowstone Street, City of Freeport) out of the S.T. Angier Labor, Abstract 8, and the J.F. Fields Labor, Abstract 62, Brazoria County, Texas, said 0.290 acre tract being described as follows:

BEGINNING at an iron rod on the Northwest corner of the herein described tract, said beginning point being in the Southwest line of a 50.00 foot platted road and bears S 56 deg. 01 min. E 310.87 feet from a concrete monument at the intersection of the Southwest line of a 50.00 foot platted road and the West line of North 19th Street, City of Velasco (now Yellowstone Street, City of Freeport), Brazoria County, Texas;

THENCE, S 56 deg. 01 min. E along the Southwest line of said 50.00 foot platted road, 60.00 feet to a point for corner;

THENCE, S 33 deg. 59 min. W at 200 feet pass an iron rod, a total distance of 212.80 feet in all to the water's edge of the Brazos River;

THENCE, N 52 deg. 35 min. W up the water's edge of the Brazos River 50.08 feet to a point for corner;

THENCE, N 33 deg. 59 min. E at 7.00 feet pass an iron rod, a total distance of 209.20 feet in all to the Place of Beginning.

The above described tract contains 0.290 acres of land, more or less.

LESS AND EXCEPT all oil, gas and other minerals in or under the above described property.

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

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

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

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

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Sal\Shaefer-L&J-Resolution

THE STATE OF TEXAS	X	
	X	<u>WARRANTY DEED</u>
COUNTY OF BRAZORIA	X	

That the CITY OF FREEPORT, a municipal corporation located in Brazoria County, Texas, hereinafter called GRANTOR, for the valuable consideration hereinafter specified and out of my separate property and estate, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto LARRY SHAEFER and wife, JUDY SHAEFER, hereinafter called GRANTEES, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

A. 0.290 acre tract out of a 4.64 acre tract, being that portion of the 300 foot river front tract from the Northeast line of Gulf Boulevard to the Northwest line of 19th Street, City of Velasco (now known as Yellowstone Street, City of Freeport) out of the S.T. Angier Labor, Abstract 8, and the J.F. Fields Labor, Abstract 62, Brazoria County, Texas, said 0.290 acre tract being described as follows:

BEGINNING at an iron rod on the Northwest corner of the herein described tract, said beginning point being in the Southwest line of a 50.00 foot platted road and bears S 56 deg. 01 min. E 310.87 feet from a concrete monument at the intersection of the Southwest line of a 50.00 foot platted road and the West line of North 19th Street, City of Velasco (now Yellowstone Street, City of Freeport), Brazoria County, Texas;

THENCE, S 56 deg. 01 min. E along the Southwest line of said 50.00 foot platted road, 60.00 feet to a point for corner;

THENCE, S 33 deg. 59 min. W at 200 feet pass an iron rod, a total distance of 212.80 feet in all to the water's edge of the Brazos River;

THENCE, N 52 deg. 35 min. W up the water's edge of the Brazos River 50.08 feet to a point for corner;

THENCE, N 33 deg. 59 min. E at 7.00 feet pass an iron rod, a total distance of 209.20 feet in all to the Place of Beginning.

The above described tract contains 0.290 acres of land, more or less.

LESS AND EXCEPT all oil, gas and other minerals in or under the above described property.

The above described land is the same land conveyed to Grantor by W.T. Arnold by deed dated June 16, 2009, recorded in the Official Records of Brazoria County, Texas, as Document# 2009026543 to which reference is here made for all appropriate purposes.

This conveyance is made and accepted subject to any and all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, covenants and other encumbrances properly of record affecting the title to the above described property; and all apparent easements, including but not being limited to any existing utility lines; and the mineral reservation contained in the deed recorded in Volume 960, page 787, Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantees, as joint tenants with all the rights of such tenants at common law, including the right of survivorship, their heirs and assigns, forever.

Notwithstanding any provision herein to the contrary, Grantor makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the above-described property and any improvements, and by the acceptance of this deed, Grantee accepts such property and improvements "AS IS", "WHERE IS", "WITH ALL FAULTS" and without any representations or warranties by Grantor (except the warranty of title expressly set forth below).

Grantor hereby binds itself, its successors and assigns, to Warrant and Forever Defend all and singular such premises unto Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under Grantor but not otherwise.

The consideration for this conveyance is the following:

First, the sum of Five Hundred Sixty Nine and 90/100 (\$569.90) Dollars to Grantor cash in hand paid by Grantees, the receipt of which is hereby acknowledged by Grantor.

Second, Grantees assume any taxes for the 2010 tax year.

The Grantees have affixed their respective signatures hereto in order to evidence their agreement in writing that the interest of the Grantee who dies first shall survive to the surviving Grantee as required by Section 46 of the Texas Probate Code.

EXECUTED this _____ day of _____, 2010.

By _____
Larry McDonald, Sr., Mayor

ATTEST: _____
Delia Muñoz, City Secretary

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2010, by LARRY McDONALD, SR. as MAYOR of the CITY OF FREEPORT, TEXAS.

Notary Public, State of Texas

ACCEPTED AND AGREED this _____ day of _____, 2010.

Larry Shaefer, Grantee

Judy Shaefer, Grantee

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2010, LARRY SHAEFER and JUDY SHAEFER.

Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:

115 North Walker Street
Angleton, TX 77515

AFTER RECORDING, RETURN TO

Larry & Judy Shaefer
115 North Walker Street
Angleton, TX 77515

ORDINANCE NO. 2010-2247

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ANNUAL ELECTION HELD IN WARDS A AND C OF SAID CITY ON THE 8TH DAY OF MAY, 2010, FOR THE PURPOSE OF ELECTING PERSONS TO COUNCIL POSITION A AND COUNCIL POSITION C ON THE CITY COUNCIL OF SAID CITY, EACH BEING ELECTED FOR A TWO (2) YEAR TERM; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE--Scope of Ordinance

This ordinance relates to the annual election called by Ordinance No. 2010-2234 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on January 19, 2010, by the City Council and Mayor of said City ordaining and ordering, respectively, that such an election be held in Wards A and C of said City on the second Saturday in May, 2010, to-wit, the 8th day of May, 2010, for the purpose of electing to office persons to fill the offices of Council Position A and Council Position C on the City Council of said City, each person to be elected to a two (2) year term.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact and conclusions of law with respect to said election, to-wit:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2006-2234 and that only qualified voters were permitted to vote at said election.

Third, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, at said election a total of 167 votes were cast in the Ward A election and 159 votes were cast in Ward C election.

Fourth, that the following named candidates received the number of votes set opposite their names, to-wit:

<u>NAME</u>	<u>POSITION</u>	<u>TOTAL VOTES</u>
CLAN ALLEN CAMERON	COUNCIL POSITION A	85
MICHELLE KENT	COUNCIL POSITION A	116
DAN TARVER	COUNCIL POSITION C	76
NICOLASA (NICOLE) MIRALES	COUNCIL POSITION C	79

Fifth, that the following named person received the number of write-in votes for the position set opposite her name: NONE

Sixth, Section 5.05 of the Home Rule Charter of the City of Freeport provides that election to office shall be by plurality.

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that MICHELLE KENT and NICOLASA MIRELES have been elected for a two (2) year term each to Council Position A and Council Position C on the City Council of the City of Freeport, Texas, respectively, and that, upon filing the signed statement and taking the Constitutional Oath of Office as required by Article 16, Section 1 of the Texas Constitution, each such person shall be entitled to said office for such term and until his successor shall have been duly elected and qualified according to law.

SECTION FOUR--Ratification and Confirmation by Mayor

By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas, hereby ratifies and confirms as his action all matters herein above recited which by law come within his jurisdiction.

SECTION FIVE--Effective Date

This ordinance shall be effective immediately upon its passage and adoption.

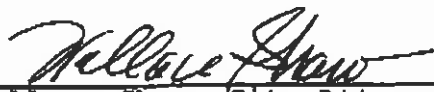
READ, PASSED AND ADOPTED this _____ day of May, 2010.

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

ATTEST:

Della Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C\Freeport.Ord\2010 Election-Canvass

ORDINANCE NO. 2010-2248

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A CHARTER AMENDMENT ELECTION HELD IN AND THROUGHOUT SAID CITY ON THE 8TH DAY OF MAY, 2010, ON THE QUESTION OF THE ADOPTION OF SIX (6) AMENDMENTS TO THE HOME RULE CHARTER OF SAID CITY; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; PROVIDING FOR THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE SECRETARY OF STATE AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE--Scope of Ordinance

This ordinance relates to the charter amendment election called by Ordinance No. 2010-2235 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on January 19, 2010, by the City Council and Mayor of said City ordaining and ordering, respectively, that such an election be held in and throughout the said City on the second Saturday in May, 2010, to-wit, May 8, 2010, for the purpose of permitting the qualified electors of said City to vote for or against the adoption of six (6) amendments to the Home Rule Charter of said City.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact with respect to said election:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2008-2235, read, passed and adopted on January 19, 2010, and that only qualified voters were permitted to vote at said election.

Third, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and have been regularly made as required by law.

Fourth, at said election the following listed amendments received the total votes "for" and "against" set opposite the numbered amendment:

<u>AMENDMENT NO.</u>	<u>FOR</u>	<u>AGAINST</u>
AMENDMENT NO. ONE	334	154
AMENDMENT NO. TWO	365	128
AMENDMENT NO. THREE	315	158
AMENDMENT NO. FOUR	399	92
AMENDMENT NO. FIVE	391	84
AMENDMENT NO. SIX	388	84

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare, order and ordain, respectively, that the following amendments have been duly adopted and are now a part of the Home Rule Charter of the City of Freeport, Texas:

AMENDMENT NUMBER ONE

Section 3.02. Qualifications is amended by removing the last sentence thereof which reads as follows:

"Any person holding an elective office of the city who desires to file for and seek election to a second elective office of the city must, prior to filling for such second elective office, resign from the elective office presently then held if more than one (1) year remains on the unexpired term of the elective office then held by such person."

AMENDMENT NUMBER TWO

Subsection (b) of Section 4.05 re: qualifications of Municipal Court Judge is amended to read as follows:

"(b) The Judge of said Court shall be a qualified voter of Brazoria County, Texas appointed by the City Council, shall hold such office at the pleasure of the City Council, and shall receive such salary as may be fixed by the City Council."

AMENDMENT NUMBER THREE

Subsection (a) of Section 4.05 re: Temporary Municipal Court Judge, is amended to read as follows:

" (a) At the request of the Judge of said Court, the City Council may appoint one or more Associate Judges for said Court to sit concurrently with the Judge of said Court. An Associate Judge of said Court shall have the same qualifications as the Judge of said Court, shall serve at the pleasure of the City Council, shall receive such salary as may be fixed by the City Council and, when acting in such capacity, shall have all of the powers and duties of the Judge of said Court."

AMENDMENT NUMBER FOUR

Should the first sentence of Section 4.06 re: City Attorney is amended to read as follows:

"The City Council shall appoint a duly licensed attorney practicing law and a qualified voter in Brazoria County, Texas, who shall be the City Attorney."

AMENDMENT NUMBER FIVE

The first unnumbered paragraph of Section 8.03 and Subsection (a) thereof re: Planning Commission Membership is amended to read as follows:

"The City Council shall appoint a City Planning Commission consisting of five (5) members who shall be residents in the City of Freeport while serving and for not less than six (6) months prior to being appointed, and who shall serve without compensation.

(a) Term of Office: The terms of office of all persons serving on the Planning Commission shall be established by ordinance adopted by the City Council."

AMENDMENT NUMBER SIX

Subsection (b) of Section 8.03 re: Planning Commission Rules of Procedure is amended by adding thereto at the end thereof the following:

"The annual election of chairperson shall take place in June of each year or whenever all vacant positions have been filled, whichever is later."

SECTION FOUR--Notice to the Secretary of State

A certified copy of this ordinance shall be sent by the City Secretary to the Secretary of State.

SECTION FIVE--Effective Date

This ordinance shall be effective immediately upon its passage and adoption.

READ, PASSED AND ADOPTED this _____ day of May, 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
Wallace Shaw, City Attorney,
City of Freeport, Texas

ORDINANCE NO. 2010-2249

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING AND CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE REFERENDUM ELECTION HELD ON THE SECOND SATURDAY IN MAY, 2010, BEING MAY 8, 2010, IN AND THROUGHOUT SAID CITY FOR THE PURPOSE OF PERMITTING THE QUALIFIED VOTERS OF SAID CITY TO VOTE FOR OR AGAINST THE SALE OF BEER AND MIXED BEVERAGES ON ANY DAY BETWEEN 12:00 MIDNIGHT AND 2:00 A.M. BY HOLDERS OF BEER OR MIXED BEVERAGES RETAIL DEALERS LATE HOURS PERMITS; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED AND ORDERED, RESPECTIVELY, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS:

SECTION ONE--Scope of Ordinance

This ordinance relates to the referendum election called by Ordinance No.2010-2236 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted and ratified on the 19th day of January, 2010, by the City Council and Mayor of said City ordaining and ordering, respectively, that an election be held in and throughout said city on the second Saturday in May, 2010, being May 8, 2010, for the purpose of permitting the qualified voters of said city to vote for or against the sale of beer and mixed beverages on any day between 12:00 midnight and 2:00 a.m. by holders of beer or mixed beverages retail dealers late hours permits.

SECTION TWO--Findings of Fact Regarding Election

The Mayor and City Council of the City of Freeport, Texas, make the following findings of fact with respect to said election, to-wit:

First, that notice of said election was given in the manner and at the time required by law.

Second, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2010-2236 and that only qualified voters were permitted to vote at said election.

Third, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, at said election a total of 1.530 votes were cast.

Fourth, that the votes cast at said election were as follows:

<u>Proposition</u>	<u>Number of Votes</u>
FOR the sale of beer and mixed beverages on any day between 12:00 midnight and 2:00 a.m. by holders of beer or mixed beverages retail dealers late hours permits	285
AGAINST the sale of beer and mixed beverages on any day between 12:00 midnight and 2:00 a.m. 228 by holders of beer or mixed beverages retail dealers late hours permits.	228

SECTION THREE--Declaring the Results of Election

The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that a majority of the qualified voters voting in such referendum election have voted FOR the sale of beer and mixed beverages on any day between 12:00 midnight and 2:00 a.m. by holders of beer or mixed beverages retail dealers late hours permits.

SECTION FOUR--Ratification and Confirmation by Mayor

By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas, hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

SECTION FIVE--Effective Date

This ordinance shall be effective immediately upon its passage and adoption.


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

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

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

City of Freeport Annual General Election & Charter Amendment Election Cumulative Report — Unofficial

Brazoria County — Joint Election — May 08, 2010

Total Number of Voters : 9,956 of 159,411 = 6.25%
 Number of District Voters: 557 of 5,395 = 10.32%

Precincts Reporting 118 of 145 = 81.38%
 District Precincts Reporting 7 of 7 = 100.00%

Party	Candidate	Early	Election	Total
City Council Position A, Vote For 1				
	Clan Allen Cameron	46	39	85
		42.99%	41.49%	42.29%
	Michelle Kerl	61	55	116
		57.01%	58.51%	57.71%

City Council Position C, Vote For 1				
	Nicolosa (Nicole) Mireles	53	26	79
		50.00%	53.06%	50.97%
	Dan Tarver	53	23	76
		50.00%	46.94%	49.03%

Amendment Number One, Vote For 1				
	For	190	144	334
		68.59%	68.25%	68.44%
	Against	87	67	154
		31.41%	31.75%	31.56%
Cast Votes:				
		277	211	488
		88.78%	86.12%	87.61%
Over Votes:				
		0	0	0
		0.00%	0.00%	0.00%
Under Votes:				
		35	34	69
		11.22%	13.88%	12.39%

Amendment Number Two, Vote For 1				
	For	209	156	365
		75.45%	72.22%	74.04%
	Against	68	60	128
		24.55%	27.78%	25.96%
Cast Votes:				
		277	216	493
		88.78%	88.16%	86.51%
Over Votes:				
		0	0	0
		0.00%	0.00%	0.00%
Under Votes:				
		35	29	64
		11.22%	11.84%	11.49%

Amendment Number Three, Vote For 1				
	For	190	125	315
		71.70%	60.10%	66.50%
	Against	75	83	158
		28.30%	39.90%	33.40%
Cast Votes:				
		265	208	473
		84.94%	84.90%	84.92%
Over Votes:				
		0	0	0
		0.00%	0.00%	0.00%
Under Votes:				
		47	37	84
		15.06%	15.10%	15.08%

City of Freeport Annual General Election & Charter Amendment Election Cumulative Report — Unofficial

Brazoria County — Joint Election — May 08, 2010

Total Number of Voters : 9,956 of 159,411 = 6.25%
 Number of District Voters: 557 of 5,395 = 10.32%

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 Precincts Reporting 118 of 145 = 81.38%
 District Precincts Reporting 7 of 7 = 100.00%

Party	Candidate	Early	Election	Total
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Amendment Number Four, Vote For 1				
For		221	168	389
		82.16%	79.25%	80.87%
Against		48	44	92
		17.84%	20.75%	19.13%
<hr/>				
	Cast Votes:	269	212	481
		86.22%	86.53%	86.36%
	Over Votes:	0	0	0
		0.00%	0.00%	0.00%
	Under Votes:	43	33	76
		13.78%	13.47%	13.64%

Amendment Number Five, Vote For 1				
For		227	164	391
		85.02%	78.85%	82.32%
Against		40	44	84
		14.98%	21.15%	17.68%
<hr/>				
	Cast Votes:	267	208	475
		85.58%	84.90%	85.28%
	Over Votes:	0	0	0
		0.00%	0.00%	0.00%
	Under Votes:	45	37	82
		14.42%	15.10%	14.72%

Amendment Number Six, Vote For 1				
For		225	163	388
		84.91%	78.74%	82.20%
Against		40	44	84
		15.09%	21.26%	17.80%
<hr/>				
	Cast Votes:	265	207	472
		84.94%	84.49%	84.74%
	Over Votes:	0	0	0
		0.00%	0.00%	0.00%
	Under Votes:	47	38	85
		15.06%	15.51%	15.26%

Proposition FP, Vote For 1				
For		143	142	285
		50.71%	61.47%	55.56%
Against		139	89	228
		49.29%	38.53%	44.44%
<hr/>				
	Cast Votes:	282	231	513
		90.38%	94.29%	92.10%
	Over Votes:	0	0	0
		0.00%	0.00%	0.00%
	Under Votes:	30	14	44
		9.62%	5.71%	7.90%

Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-475-0775
512-475-2815 - Fax
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, _____, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of _____ of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

State of _____)
County of _____)

Sworn to and subscribed before me this _____ day of _____, 20 ____.

(seal)

Notary Public Signature

**Form 2204—General Information
(Oath of Office)**

The attached form is designed to meet minimal constitutional and statutory filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Commentary

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office are commissioned by the governor. Tex. Gov't Code § 601.005. The secretary of state performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the secretary of state confirms an officer's qualification so that the commission may be issued.

Pursuant to art. XVI, § 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer has been subscribed to and, as required, filed with the secretary of state. (See Form 2201.) Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, § 12. A Statement of Officer required to be filed with the secretary of state is filed upon receipt by the secretary of state.

The Oath of Office may be administered by anyone authorized under the provisions of Chapter 602 of the Texas Government Code. Commonly used officials include notaries public and judges.

Officers Required to File Oath of Office with the Secretary of State:

- ◆ Gubernatorial appointees, appellate and district court judges, and district attorneys should file their Oaths of Office with the secretary of state.
- ◆ Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code shall file with the secretary of state a duplicate original of their Oath of Office within 10 days of its execution. Tex. Water Code Ann. §§ 36.055(d); 49.055(d).

Officers *Not* Required to File Oath of Office with the Secretary of State:

- ◆ Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.
- ◆ All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

Delivery Instructions

The oath may be mailed to P.O. Box 13550, Austin, Texas 78711-3550 or delivered to the James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. A commission will be issued and forwarded to an appointed or elected officer following receipt of an executed oath of office.

Revised 06/09



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

Date: May 17, 2010

To: City Council of Freeport, Mayor, and City Manager

Ref: FACTA Policy

Please review the attached proposed policy for your approval.

The purpose of this policy is to establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with Part 681 of Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

This policy has been reviewed by Wallace Shaw and Pat Taylor.

Respectfully,

A handwritten signature in cursive script that reads "Lei Loni Kershaw".

Lei Loni Kershaw
Human Resources
City of Freeport

CITY OF FREEPORT

Identity Theft Prevention Program

Effective beginning June 1, 2010

A. PROGRAM ADOPTION

The City of Freeport ("City") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's Red Flags Rule ("Rule"), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. 16 C. F. R. § 681.2. This Program was developed for the Utility Department of the City ("Utility") with oversight and approval of the City Council. After consideration of the size and complexity of the Utility's operations and account systems, and the nature and scope of the Utility's activities, the City Council determined that this Program was appropriate for the City's Utility, and therefore approved this Program on _____DATE COUNCIL APPROVED_____, 2010.

B. PURPOSE AND DEFINITIONS

A. Establish an Identity Theft Prevention Program

To establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with Part 681 of Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

B. Establishing and Fulfilling Requirements of the Red Flags Rule

The Red Flags Rule ("Rule") defines "Identity Theft" as "fraud committed using the identifying information of another person" and a "Red Flag" ("Red Flag") as a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.

Under the Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. The Program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

A. Red Flags Rule definitions used in this Program

City: The City of Freeport, Texas.

Covered Account: Under the Rule, a “covered account” is:

1. Any account the Utility offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account the Utility offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the Utility from Identity Theft.

Creditors: The Rule defines creditors “to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors.”

Identifying Information is defined under the Rule as “any name or number that may be used, alone or in conjunction with any other information, to identify a specific person,” including: name, address, telephone number, social security number, date of birth, government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer’s Internet Protocol address, or routing code.

Program: The Identity Theft Prevention Program for the City.

Program Administrator: The Finance Director is the Program Administrator for the Program.

Utility: The Utility is the Utility Department for the City.

A. IDENTIFICATION OF RED FLAGS.

In order to identify relevant Red Flags, the Utility considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it

provides to access its accounts, and its previous experiences with Identity Theft. The Utility identifies the following red flags, in each of the listed categories:

A. Notifications and Warnings From Consumer Credit Reporting Agencies

Red Flags

- 1) Report of fraud accompanying a consumer credit report;
- 2) Notice or report from a consumer credit agency of a credit freeze on a customer or applicant;
- 3) Notice or report from a consumer credit agency of an active duty alert for an applicant; and
- 4) Indication from a consumer credit report of activity that is inconsistent with a customer's usual pattern or activity, including but not limited to:
 1. Recent and significant increase in volume of inquiries
 2. Unusual number of recent credit applications
 3. A material change in use of credit
 4. Accounts closed for cause or abuse

B. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
4. Application for service that appears to have been altered or forged.

B. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates, lack of correlation between Social Security number range and date of birth);
2. Identifying information presented that is inconsistent with other sources of information (for instance, Social Security number or an address not matching an address on a credit report);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;

4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social Security number presented that is the same as one given by another customer;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required) or an applicant cannot provide information requested beyond what could commonly be found in a purse or wallet; and
8. A person's identifying information is not consistent with the information that is on file for the customer.

B. Suspicious Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use (example: very high activity);
4. Mail sent to the account holder is repeatedly returned as undeliverable;
5. Notice to the Utility that a customer is not receiving mail sent by the Utility;
6. Notice to the Utility that an account has unauthorized activity;
7. Breach in the Utility's computer system security; and
8. Unauthorized access to or use of customer account information.

B. Alerts from Others

Red Flag

1. Notice to the Utility from a customer, identity theft victim, fraud detection service, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

A. DETECTING RED FLAGS.

A. New Accounts

In order to detect any of the Red Flags identified above associated with the opening of a **new account**, Utility personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect

1. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
2. Verify the customer's identity (for instance, review a driver's license or other identification card);
3. Review documentation showing the existence of a business entity;
4. Request additional documentation to establish identity; and
5. Independently contact the customer or business.

A. Existing Accounts

In order to detect any of the Red Flags identified above for an **existing account**, Utility personnel will take the following steps to monitor transactions with an account:

Detect

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
2. Verify the validity of requests to close accounts or change billing addresses; and
3. Verify changes in banking information given for billing and payment purposes.

A. PREVENTING AND MITIGATING IDENTITY THEFT

In the event Utility personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate

1. Continue to monitor an account for evidence of Identity Theft;
2. Contact the customer, sometimes through multiple methods;
3. Change any passwords or other security devices that permit access to accounts;
4. Not open a new account;
5. Close an existing account;
6. Do not close the account, but monitor or contact authorities;
7. Reopen an account with a new number;
8. Notify the Program Administrator for determination of the appropriate step(s) to take;
9. Notify law enforcement; or
10. Determine that no response is warranted under the particular circumstances.

Protect customer identifying information

In order to further prevent the likelihood of identity theft occurring with respect to Utility accounts, the Utility will take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure;
2. Where and when allowed, ensure complete and secure destruction of paper documents and computer files containing customer information;
3. Ensure that office computers are password protected and that computer screens lock after a set period of time;
4. Change passwords on office computers on a regular basis;
5. Ensure all computers are backed up properly and any backup information is secured;
6. Keep offices clear of papers containing customer information;
7. Request only the last 4 digits of social security numbers (if any);
8. Ensure computer virus protection is up to date; and
9. Require and keep only the kinds of customer information that are necessary for utility purposes.

A. PROGRAM UPDATES

This Program will be periodically reviewed and updated to reflect changes in risks to customers and the soundness of the Utility from Identity Theft. At least annually, the Program Administrator will consider the Utility's experiences with Identity Theft situation, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Utility maintains and changes in the Utility's business arrangements with other entities, consult with law enforcement authorities, and consult with other City personnel. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Program Administrator will update the Program or present the City Council with his or her recommended changes and the City Council will make a determination of whether to accept, modify or reject those changes to the Program.

VII. PROGRAM ADMINISTRATION.

A. Oversight

Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee for the Utility. The Committee is headed by a Program Administrator who may be the head of the Utility or his or her appointee. Two or more other individuals appointed by the head of the Utility or the Program Administrator

comprise the remainder of the committee membership. The Program Administrator will be responsible for the Program administration, for ensuring appropriate training of Utility staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

B. Staff Training and Reports

Initially, all Utility staff shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. Thereafter, all Utility staff shall undergo update training not less than annually. Additionally, all new Utility employees shall undergo training.

All Utility staff shall submit reports monthly concerning the Utility's compliance with the program, the training that has been given and the effectiveness of the policies and procedures in addressing the risk of Identity Theft, including recommendations for changes to the Program. While incidents of Identity Theft are to be reported immediately to the Program Administrator, the monthly reports shall contain a recap of the incident and include the steps taken to assist with resolution of the incident.

C. Service Provider Arrangements

In the event the Utility engages a service provider to perform an activity in connection with one or more accounts, including but not limited to franchise utility providers, the Utility will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

1. Require, by contract or contract amendment, that service providers have such policies and procedures in place; and
2. Require, by contract or contract amendment, that service providers review the Utility's Program and report any Red Flags to the Program Administrator. _

D. Specific Program Elements and Confidentiality

For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the Utility's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to the Identity Theft Committee and those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

NOTE: This ordinance was prepared by Barbara Boulware-Wells of the law firm of Akers and Boulware-Wells, L.L.P. (bboulware-wells@txcityattorney.com) to assist the firm's clients in developing and adopting an identity theft "red flags" policy as required by federal rules that implement the Fair and Accurate Credit Transactions Act. This ordinance adopts a policy that is in general conformance with the rules, and is generally designed for a small to medium sized city/utility. *Each city must consult with legal counsel to ensure that all facets of the federal rules are properly incorporated into that city's policies and procedures.*

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF _____, TEXAS, PROVIDING A NEW ARTICLE, ARTICLE _____ ESTABLISHING AN IDENTITY THEFT PREVENTION PROGRAM, TO SET OUT DEFINITIONS, POLICIES AND PROCEDURES FOR IMPLEMENTATION OF THE IDENTITY THEFT PREVENTION PROGRAM; TO PROVIDE A REPEALING CLAUSE, TO PROVIDE A SAVINGS AND SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Federal Trade Commission adopted rules pertaining to an Identity Theft Prevention pursuant to the Red Flags Rule which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 which requires that creditors adopt an Identity Theft Prevention Program on or before June 1, 2010; and

WHEREAS, the Red Flags Rule defines creditor to include all utility companies and the City owns and provides utility services and/or accepts payments for municipal utility services and is therefore classified as a creditor; and

WHEREAS, the City Council has requested that City personnel, including the City Attorney, the City Manager/Administrator and the Utility Director, to develop such Identity Theft Prevention Program and such personnel recommend the Identity Theft Prevention Program attached hereto and incorporated herein as Exhibit "A" ("Program"); and

WHEREAS, the City Council has reviewed the Program and believes it fulfills, complies and implements the Red Flags Rule and other requirements outlined by the Federal Trade Commission; and

WHEREAS, the City Council finds that it is in the public interest to approve the Program.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment. The Code of Ordinances are hereby amended, by adding a new Article _____, entitled Identity Theft Prevention Program, as is more particularly set out in Exhibit A.

Section 3. Implementation. All procedures and requirements of The Identity Theft Prevention Program shall be implemented as outlined in the Exhibit A.

Section 4. All provisions of the Code of Ordinances of the City of _____ in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, and all other provisions of the Ordinances of the City of _____ not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Capt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on this ____ day of _____, 2010.

CITY OF _____, TEXAS

_____, Mayor

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

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

Purchaser

Name: _____

Address: _____

ID Number (If Applicable): _____

Seller

Name: DEERE CREDIT, INC.

Address: 6400 NW 86TH ST JOHNSTON IA 50131

Description of Item Being Purchased: _____

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

By: _____

**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): _____

Seller

Name: DEERE CREDIT, INC.

Address:

6400 NW 86TH ST JOHNSTON, IA 50131

Description of Item Being Purchased: _____

WIEDENMANN G6/160 TERRA SPIKE AERATOR S/N:435KK2444

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

By: _____

Title: _____

Date: _____

Telephone Number: _____



JOHN DEERE CREDIT

Lease Schedule

Lease Schedule No.	001-0068471-001
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
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EQUIPMENT INFORMATION						
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2010	WDN	G6/160	TERRA SPIKE AERATOR	435KK2444	0	\$19,900.00

Equipment Location	830 SLAUGHTER RD, 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
05/28/2010	05/28/2014	48	\$456.16	\$0.00	\$456.16	\$1.00

PAYMENT TERMS			PAYMENT DUE AT SIGNING	
Due Date	1 st Payment Due Date	Billing Period	Advance Lease Payment	**\$456.16
28	05/28/2010	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**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, CITY MANAGER
Date:	

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



JOHN DEERE CREDIT


Amortization Schedule


Lease Schedule No.	001-0068471-001
Master Lease-Purchase 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				
Nominal Annual Rate:	4.95%				
Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Remaining Balance:
Lease	05/28/2010				19,910.00
1	05/28/2010	456.16	0.00	456.16	19,453.84
2	06/28/2010	456.16	80.25	375.91	19,077.93
3	07/28/2010	456.16	78.70	377.46	18,700.47
4	08/28/2010	456.16	77.14	379.02	18,321.45
5	09/28/2010	456.16	75.58	380.58	17,940.87
6	10/28/2010	456.16	74.01	382.15	17,558.72
7	11/28/2010	456.16	72.43	383.73	17,174.99
8	12/28/2010	456.16	70.85	385.31	16,789.68
9	01/28/2011	456.16	69.26	386.90	16,402.78
10	02/28/2011	456.16	67.66	388.50	16,014.28
11	03/28/2011	456.16	66.06	390.10	15,624.18
12	04/28/2011	456.16	64.45	391.71	15,232.47
13	05/28/2011	456.16	62.83	393.33	14,839.14
14	06/28/2011	456.16	61.21	394.95	14,444.19
15	07/28/2011	456.16	59.58	396.58	14,047.61
16	08/28/2011	456.16	57.95	398.21	13,649.40
17	09/28/2011	456.16	56.30	399.86	13,249.54
18	10/28/2011	456.16	54.65	401.51	12,848.03
19	11/28/2011	456.16	53.00	403.16	12,444.87
20	12/28/2011	456.16	51.34	404.82	12,040.05
21	01/28/2012	456.16	49.67	406.49	11,633.56
22	02/28/2012	456.16	47.99	408.17	11,225.39
23	03/28/2012	456.16	46.30	409.86	10,815.53
24	04/28/2012	456.16	44.61	411.55	10,403.98
25	05/28/2012	456.16	42.92	413.24	9,990.74
26	06/28/2012	456.16	41.21	414.95	9,575.79
27	07/28/2012	456.16	39.50	416.66	9,159.13
28	08/28/2012	456.16	37.78	418.38	8,740.75
29	09/28/2012	456.16	36.06	420.10	8,320.65
30	10/28/2012	456.16	34.32	421.84	7,898.81
31	11/28/2012	456.16	32.58	423.58	7,475.23
32	12/28/2012	456.16	30.84	425.32	7,049.91
33	01/28/2013	456.16	29.08	427.08	6,622.83
34	02/28/2013	456.16	27.32	428.84	6,193.99
35	03/28/2013	456.16	25.55	430.61	5,763.38
36	04/28/2013	456.16	23.77	432.39	5,330.99
37	05/28/2013	456.16	21.99	434.17	4,896.82
38	06/28/2013	456.16	20.20	435.96	4,460.86
39	07/28/2013	456.16	18.40	437.76	4,023.10
40	08/28/2013	456.16	16.60	439.56	3,583.54

41	09/28/2013	456.16	14.78	441.38	3,142.16
42	10/28/2013	456.16	12.96	443.20	2,698.96
43	11/28/2013	456.16	11.13	445.03	2,253.93
44	12/28/2013	456.16	9.30	446.86	1,807.07
45	01/28/2014	456.16	7.45	448.71	1,358.36
46	02/28/2014	456.16	5.60	450.56	907.80
47	03/28/2014	456.16	3.74	452.42	455.38
48	04/28/2014	456.16	1.88	454.28	1.10
49	05/28/2014	1.00	0.10-	1.10	0.00
Grand Totals		21,896.68	1,986.68	19,910.00	

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

By:  _____
JEFF PYNES, CITY MANAGER

Date:  _____

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

By: _____

Title: _____ Date: _____

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) 05/28/2010

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

RE: Master Lease-Purchase Agreement No. 0068471 dated 05/28/2010 (the "Master Lease") and Lease Schedule No. 001-0068471-001 dated 05/28/2010 (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.

[LESSEE COUNSEL]

By: _____



JOHN DEERE
CREDIT

Physical Damage/Liability Insurance

Lease Schedule No.	001-0068471-001
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:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

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

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

***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:	_____
	JEFF PYNES, CITY MANAGER
Date:	_____

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:	05/28/2010
Total Due:	\$456.16

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
109368 55	WDN	G6/160	435KK2444	05/28/2010	\$456.16	\$0.00	\$0.00	\$456.16

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.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

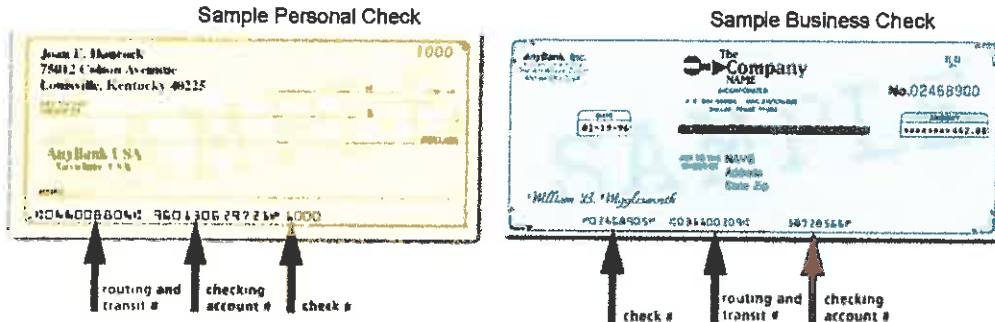
JOHN DEERE CREDIT DIRECT PAY-RECURRING ENROLLMENT

Eligibility

- Your account with John Deere Credit must be **current** in order to enroll for the Direct-Pay Recurring payment option
- Your account with your financial institution must allow automatic withdrawals

How to Enroll

- Complete and sign the authorization form below. Please be sure to **provide all information requested**.
- Bank and account information, i.e., whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below.



Fax Number for Direct Pay-Recurring Enrollment: 1-800-826-9527

Mailing Address for Loans or Leases (Agricultural, Lawn and Grounds Care, and Construction and Forestry equipment)
 John Deere Credit, Attn: Customer Service, PO Box 6600, Johnston, IA 50131-6600

Mailing Address for Credit Card accounts (John Deere Lawn and Grounds Care credit card equipment)
 John Deere Credit Revolving Product, Attn: Customer Service, PO Box 5327, Madison, WI 53705

JOHN DEERE CREDIT DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

 Bank Name

 John Deere Credit Account #

 Bank City & State

 Name on John Deere Credit Account

 Name on Bank Account

 Social Security Number/Federal Tax ID

 Bank Routing and Transit #

 Bank Account Number

I request Direct Pay Recurring to begin with my payment due the month of _____

Type of Account: ___ Checking ___ Savings

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

 Bank Account Owner Signature Date

 Bank Account Owner Phone #



JOHN DEERE CREDIT

Lease Settlement & Bill of Sale

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

Lessee: (Name & Address)	CITY OF FREEPORT DBA FREEPORT MUNICIPAL GOLF COURSE 200 W. 2ND ST., FREEPORT, TX 77541		
Supplier:	BROOKSIDE EQUIP. SALES, INC. P.O. BOX 262324, HOUSTON, TX 77207	Dealer No:	4-8974
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		\$19,900.00
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)		\$19,910.00
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		\$19,900.00

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: BROOKSIDE EQUIP. SALES, INC.
P.O. BOX 262324,
HOUSTON, TX 77207

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	WDN	G6/160	TERRA SPIKE AERATOR	435KK2444		\$19,900.00

Title: _____

Date: _____

Telephone Number: _____



1235 NORTH LOOP WEST
SUITE 600
HOUSTON, TEXAS 77008
TELEPHONE 713-862-1860
FAX 713-862-1429
www.pbfc.com

Michael J. Darlow
ATTORNEY

April 9, 2010

Delia Munoz
City Secretary
City of Freeport
200 West 2nd Street
Freeport, Texas 77541-5773

Re: Delinquent Tax Collection Report

Dear Delia:

Enclosed please find twelve sets of pie charts and graphs concerning the delinquent taxes due to the city.

I will be at the meeting on April 19, 2010 to discuss these matters with council. If you have any questions or need other information, please call me.

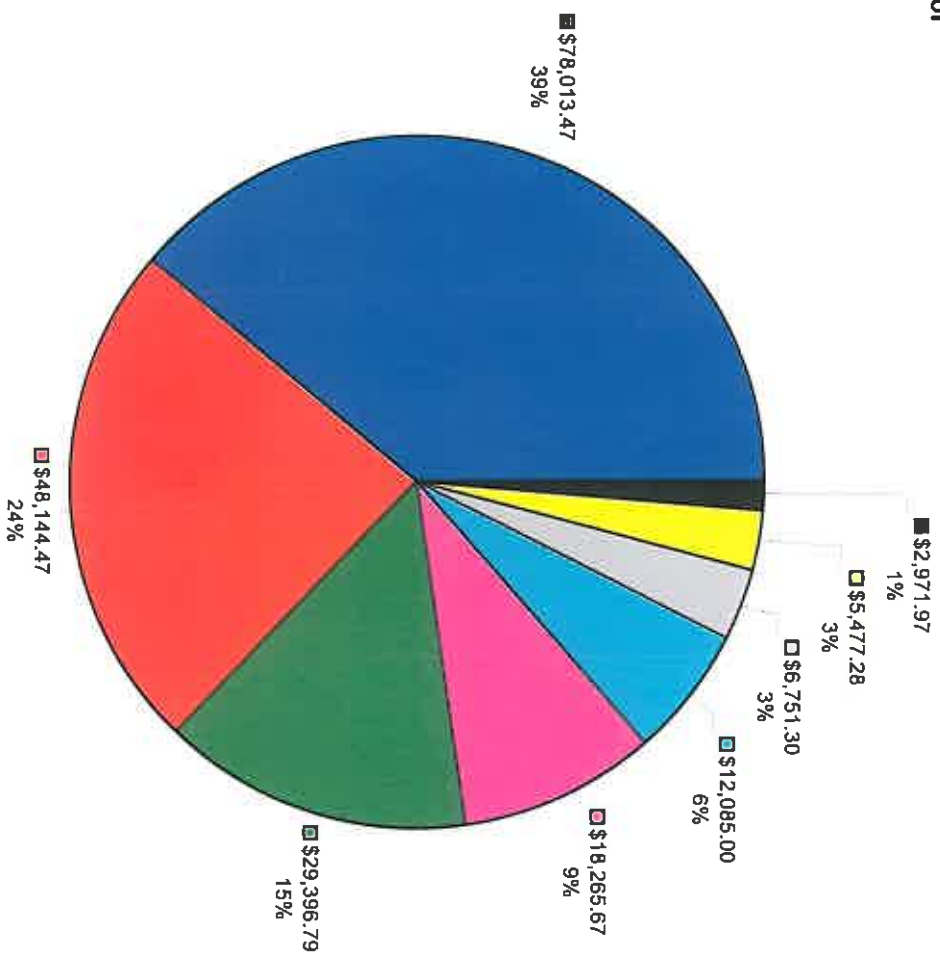
Very Truly Yours,



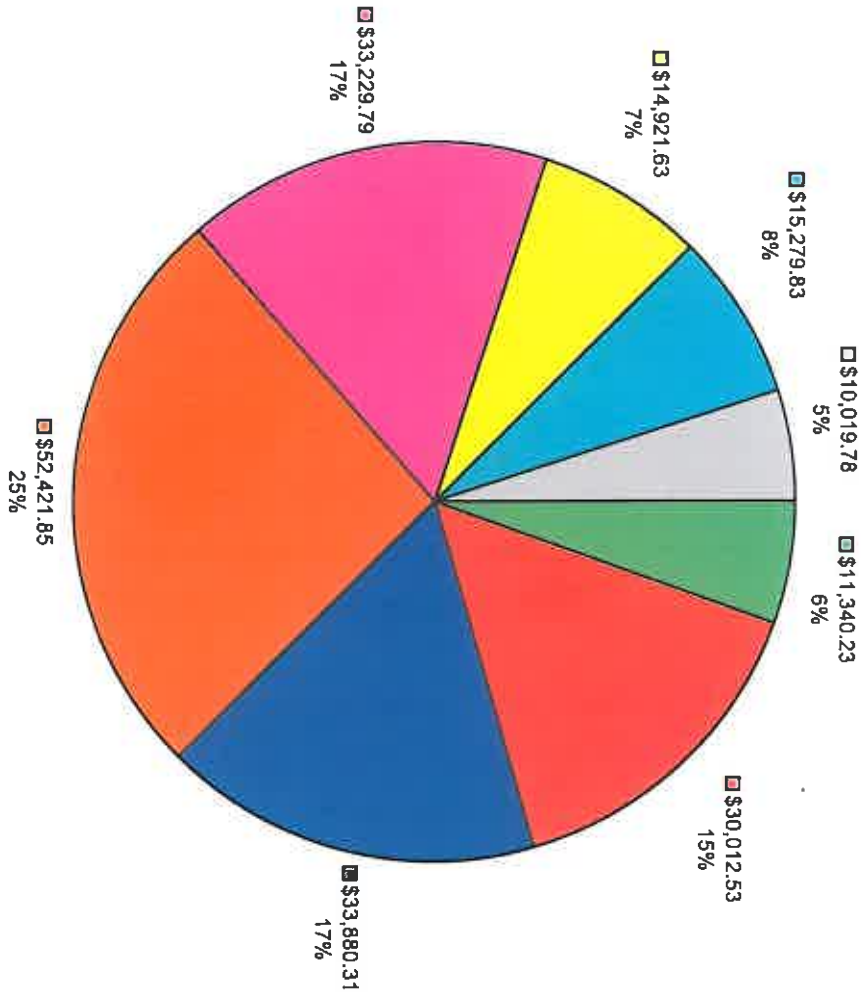
Michael J. Darlow

Account Break Down Chart For

CITY OF FREEPORT

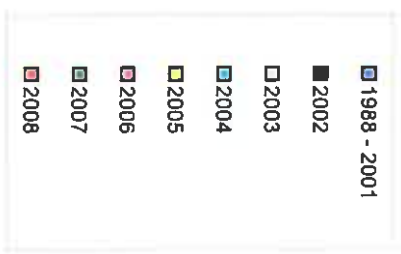
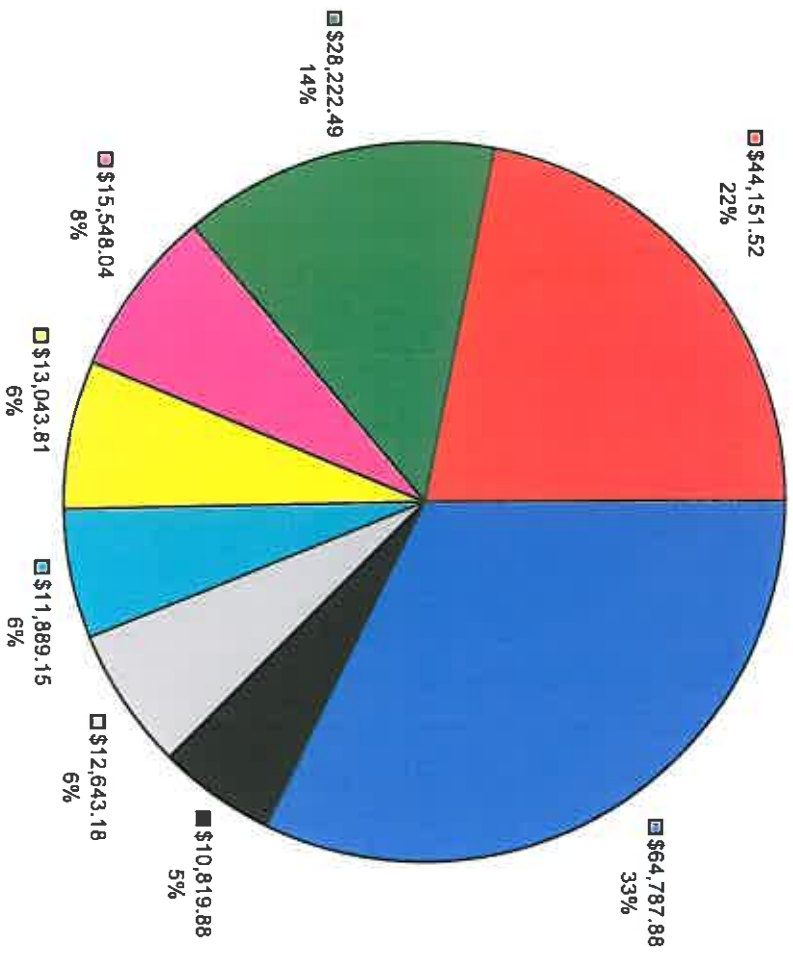


Dollar Range Chart For
 CITY OF FREEPORT



\$0.01 - \$100.00
\$100.01 - \$250.00
\$250.01 - \$500.00
\$500.01 - \$1000.00
\$1000.01 - \$2500.00
\$2500.01 - \$5000.00
\$5000.01 - \$10,000.00
\$10,000.01 - Up

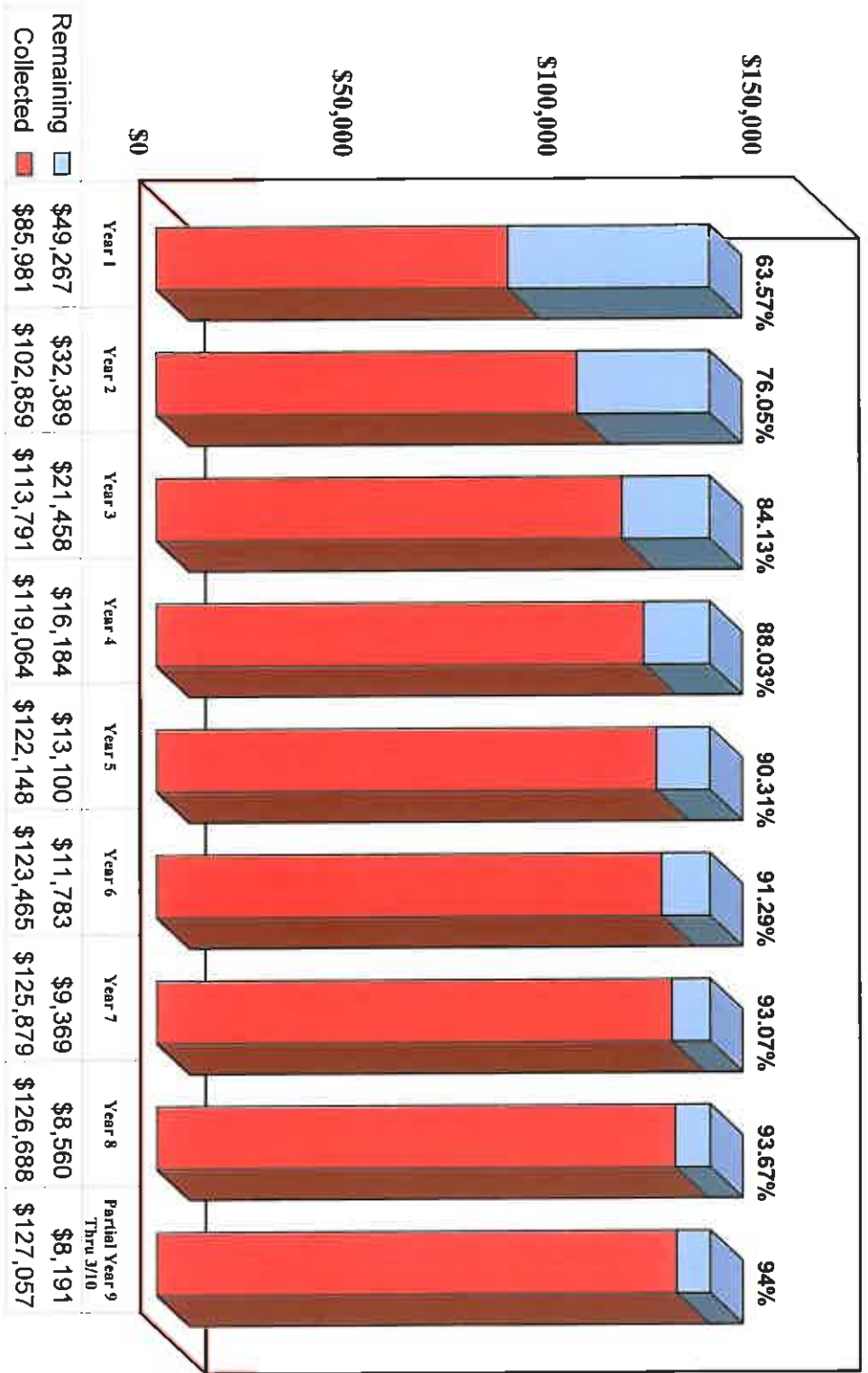
Tax Year Chart For
 CITY OF FREEPORT



**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

2000 Percentage of Collections

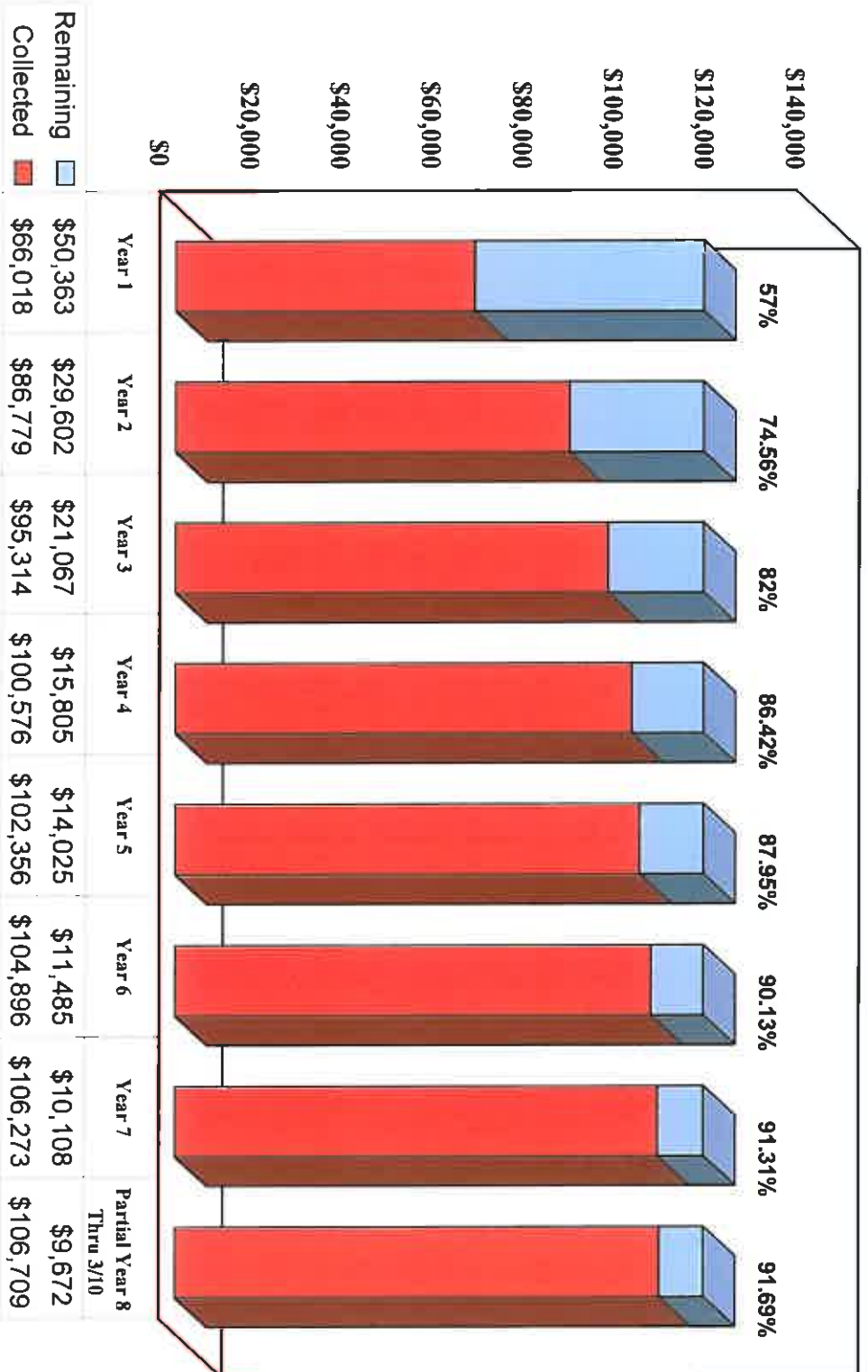


7/1 - 6/30 for each year - \$135,248
Initial Outstanding Base Tax as of 7/1/01

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

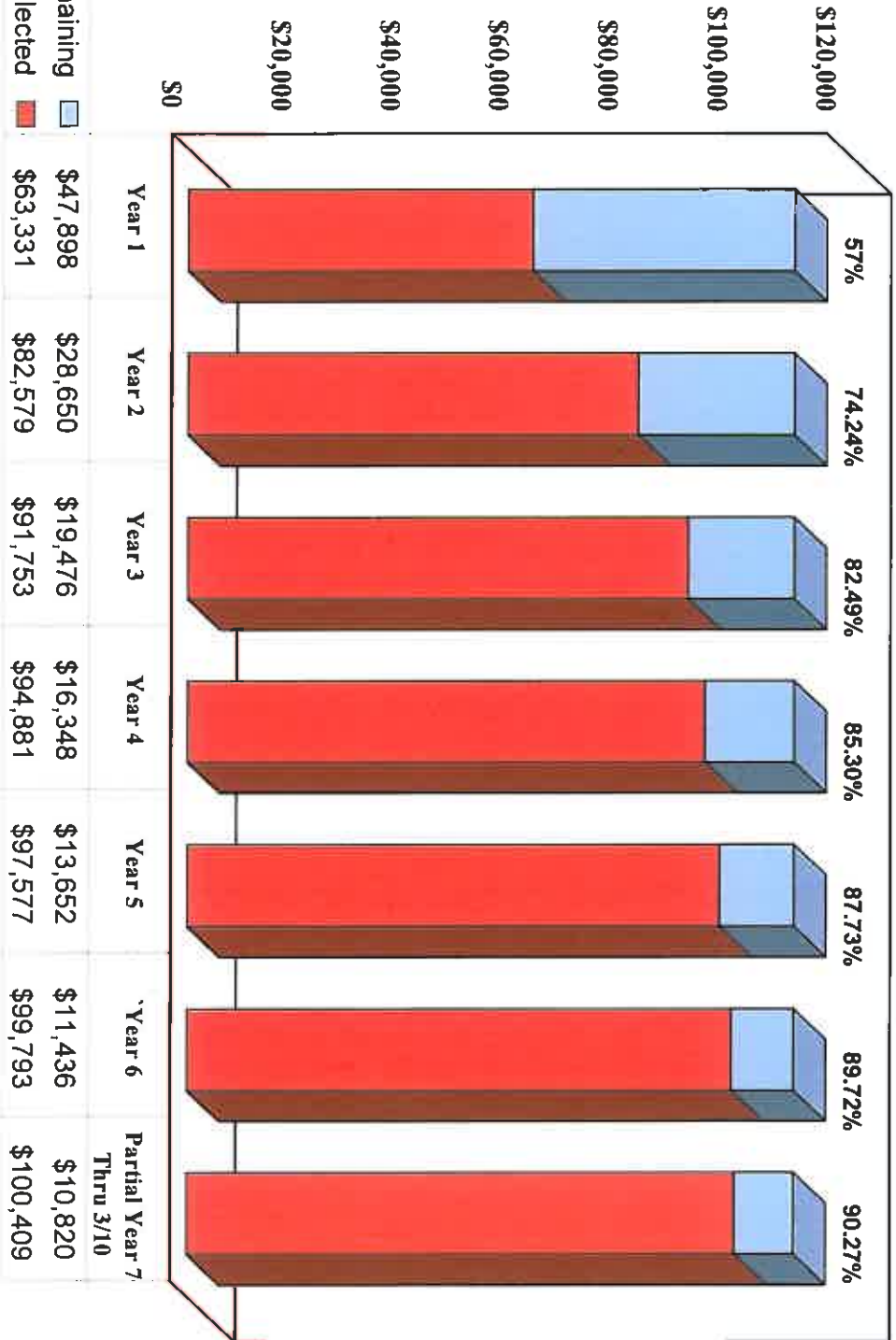
2001 Percentage of Collections



**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

2002 Percentage of Collections

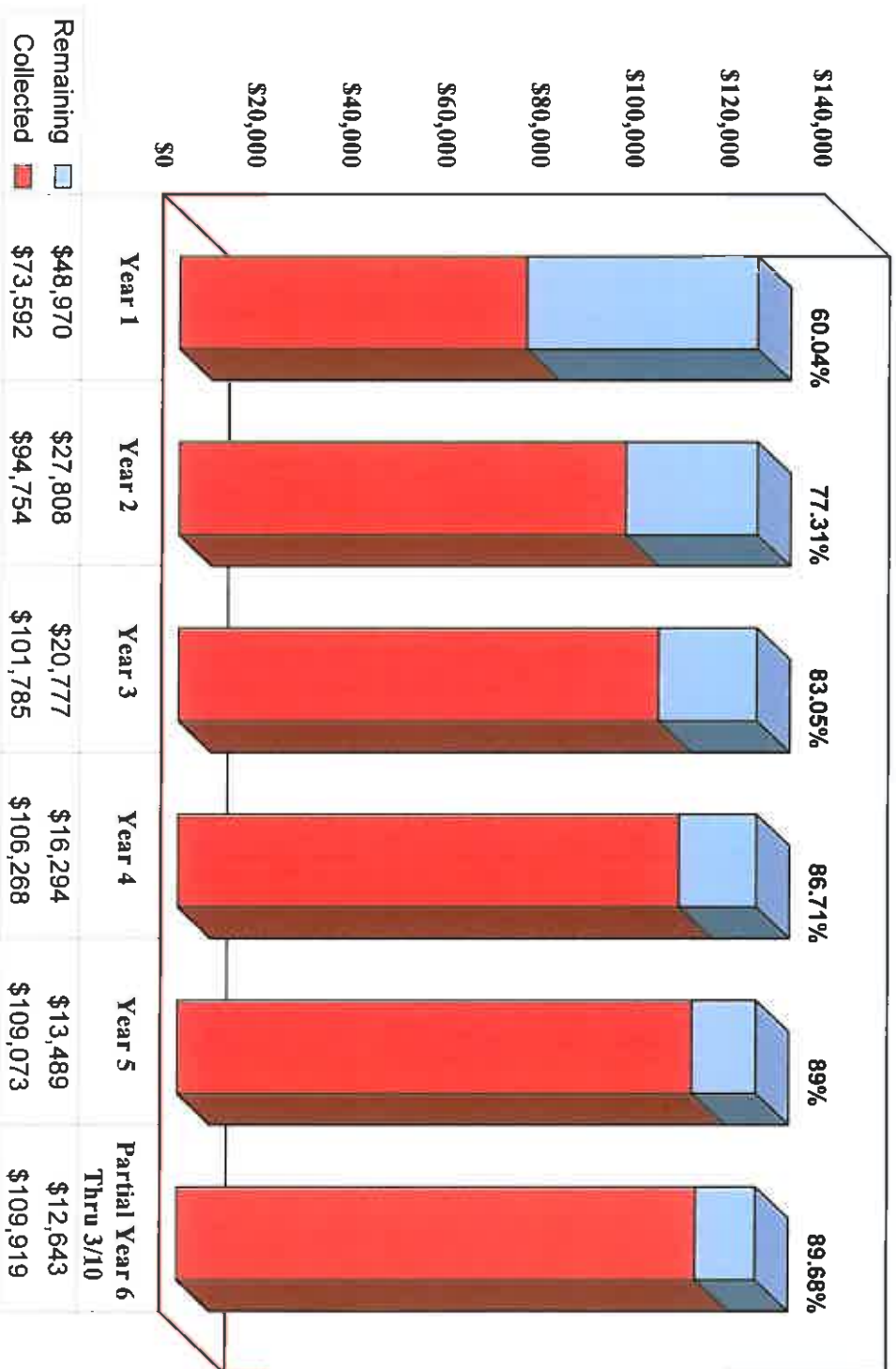


7/1 - 6/30 for each year - \$111,229
Initial Outstanding Base Tax as of 7/1/03

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

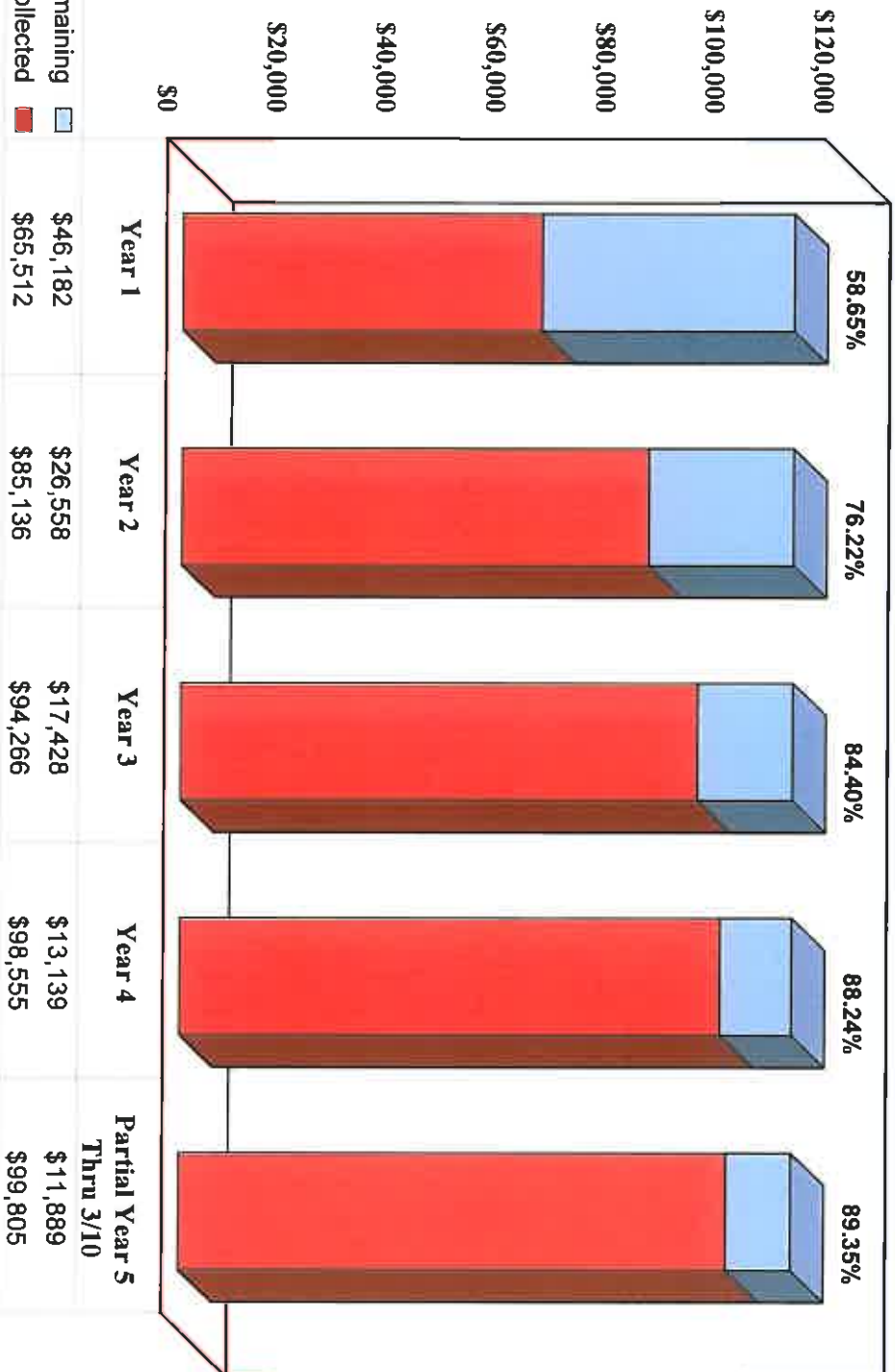
2003 Percentage of Collections



**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

2004 Percentage of Collections

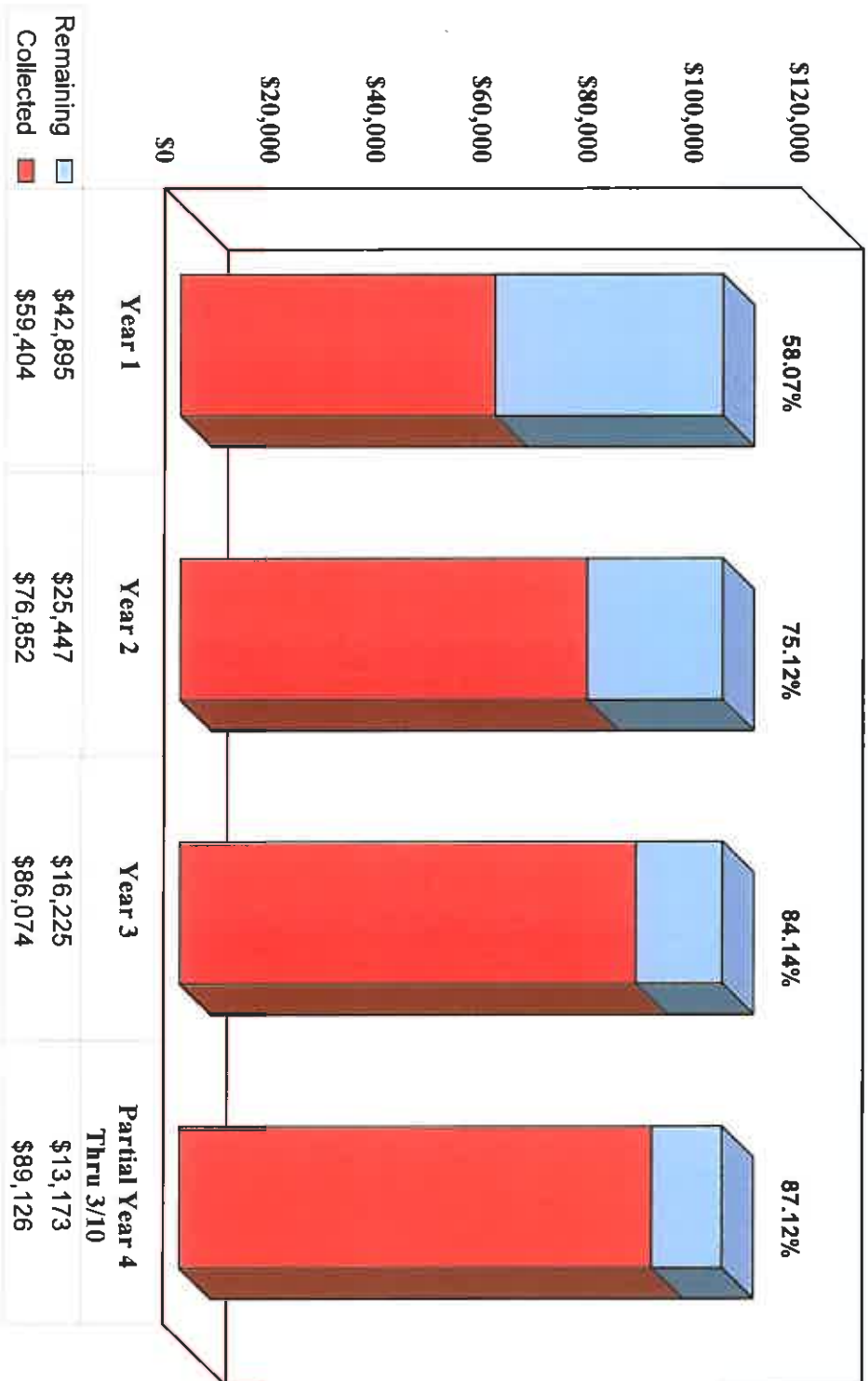


7/1 - 6/30 for each year - \$111,694
Initial Outstanding Base Tax as of 7/1/05

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

2005 Percentage of Collections

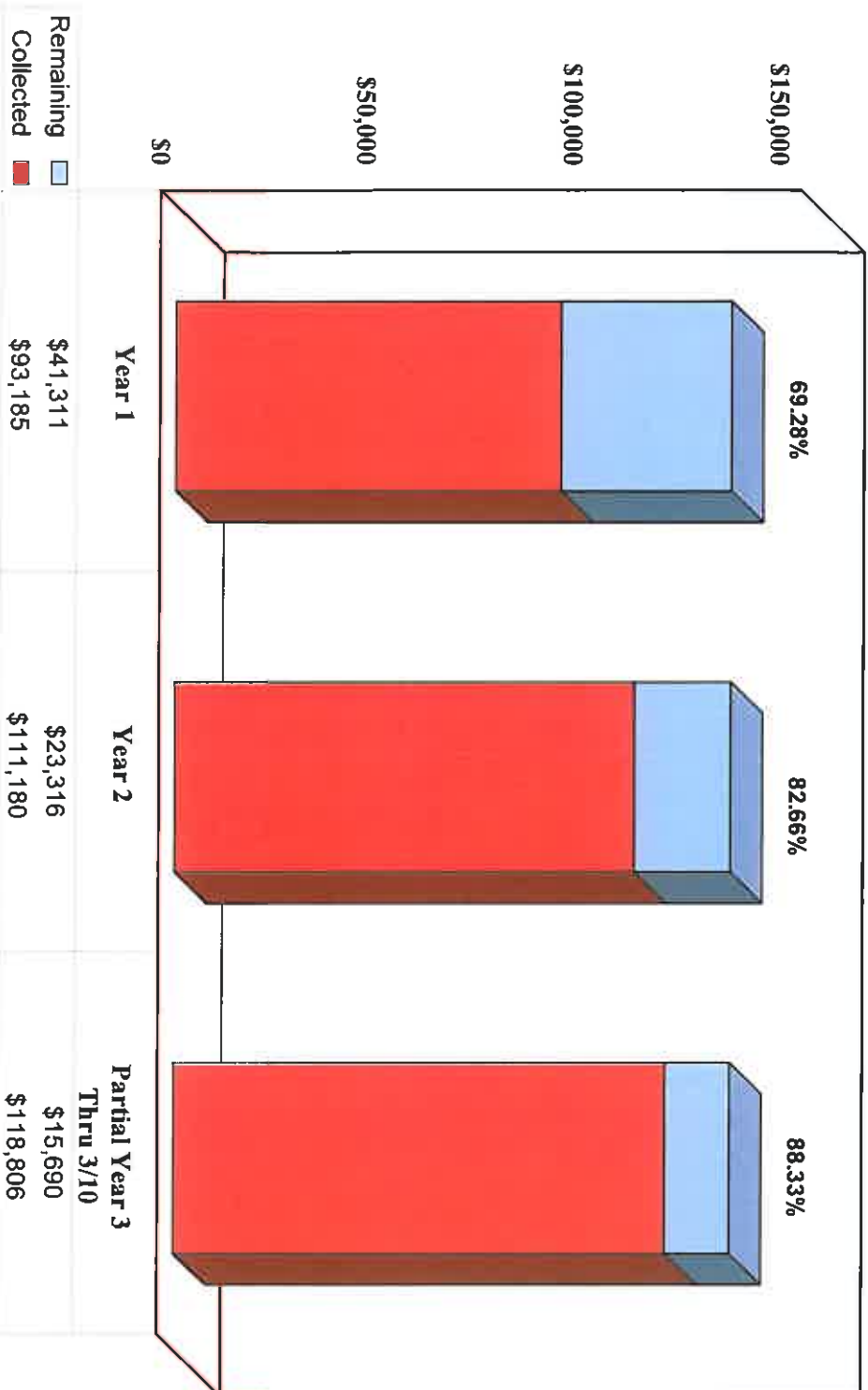


7/1 - 6/30 for each year - \$102,299
Initial Outstanding Base Tax as of 7/1/06

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

2006 Percentage of Collections

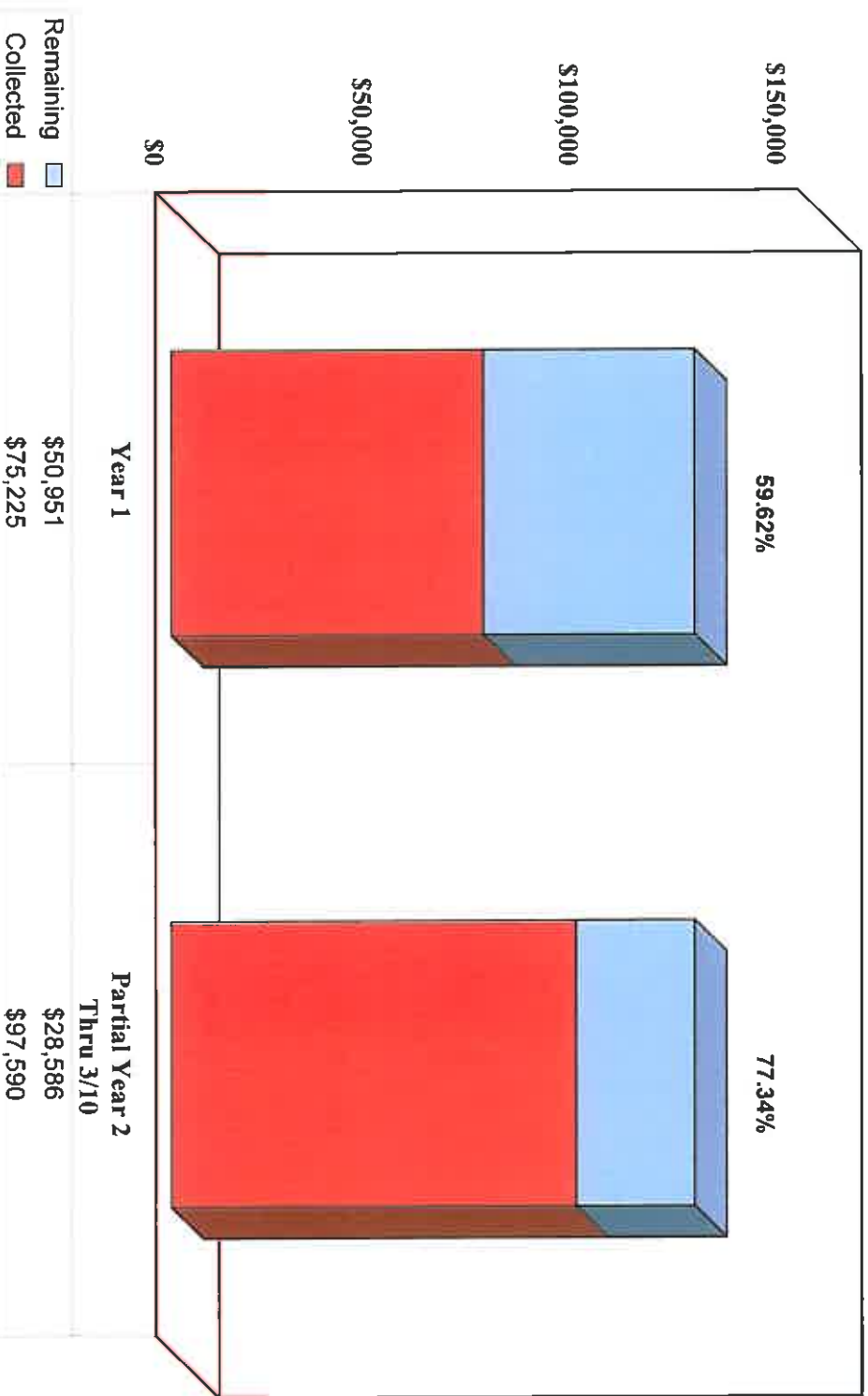


7/1 - 6/30 for each year - \$134,496
Initial Outstanding Base Tax as of 7/1/07

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

2007 Percentage of Collections

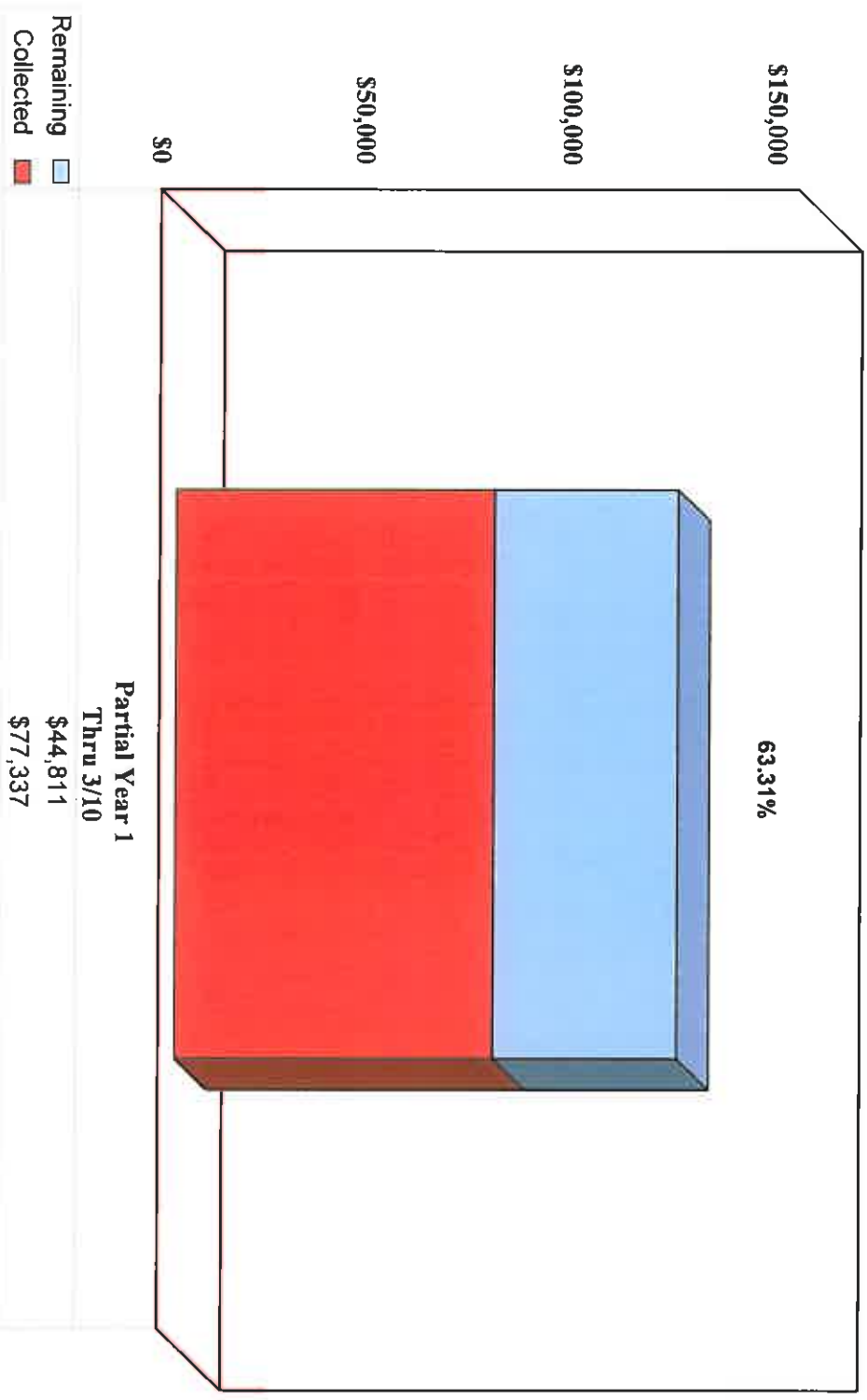


7/1 - 6/30 for each year - \$126,176
Initial Outstanding Base Tax as of 7/1/08

**Perdue, Brandon, Fielder, Collins & Mott L.L.P.
Stevens & Rau P.C.**

City of Freeport

2008 Percentage of Collections



Perdue, Brandon, Fielder, Collins, & Mott L.L.P
 Collection Report as of April 8, 2010

City of Freeport	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total \$ % cleared	Total # % cleared	Address Organization
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #			
<u>Fines & Fees</u>	2,520,208.43	6,908	166,679.43	792	6.61%	11.46%	130,300.78	326	5.17%	4.72%	11.78%	16.18%	467
<u>Mowing & Demolition Liens</u>	871,782.52	5,644	37,044.47	135	4.25%	2.39%	164,153.71	382	18.83%	6.77%	23.08%	9.16%	42