



The City of Liberty City Council

Special Called Meeting

~ Agenda ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 28, 2012

6:00 PM

City Council Chambers

THE City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrival
Mayor Carl Pickett	☐	☐	☐	
Councilperson Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Frank Jordan	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 2482)

Financial Report - Finance Director, N. Herrington

B. Information Item (ID # 2483)

Recycling Report - Councilperson Huddleston

C. Information Item (ID # 2484)

Houston-Galveston Area Council Report - Councilperson Jordan

VI. REGULAR AGENDA**A. Regular Session****1. Council Action (ID # 2485)**

Receive Report from Sam Rayburn Municipal Power Agency Director Pickett and President Halstead on Current Status of the Agency, and Take Any Action Deemed Necessary.

2. Council Action (ID # 2486)

Consider Possible Refinancing of the 2004 Certificates of Obligation, and Take Any Action Deemed Necessary.

- Refinancing of 2004 COs(PDF)

3. Council Action (ID # 2487)

Consider Approval of the Final Plat of the Edgewood East Subdivision, and Take Any Action Deemed Necessary.

- Edgewood East Subdivision Plat (3) (PDF)

4. Council Action (ID # 2488)

Consider Bids for Construction of Boomerang Electric Substation, and Take Any Action Deemed Necessary.

- Boomerang Substation Bid Tab (PDF)

5. Council Action (ID # 2489)

Consider Approval of an Interlocal Agreement with Liberty County for Maintenance of Streets, Roads, Ditches and Recreational Areas, and Take Any Action Deemed Necessary.

- Interlocal Agreement- Liberty Co. 2012 (PDF)

6. Council Action (ID # 2490)

Discuss City-Wide Air Conditioner Maintenance Proposals, and Take Any Action Deemed Necessary.

7. Resolution (ID # 2496)

Consider a Resolution Authorizing the City Manager to Enter into Agreements with the Texas Department of Transportation for Temporary Closure of Main Street During the Trinity Valley Fair & Exposition Parades.

- TVE Rd Closure Agreement Baby Parade 2012 (DOC)
- TVE Rd Closure Agreement Opening Day Parade 2012 (DOC)

8. Public Hearing (ID # 2491)

Public Hearing on the Proposed Budget for Fiscal Year 2012-2013.

9. Council Action (ID # 2492)

Consider Postponement of the Final Vote on the Fiscal Year Budget 2012-2013 Until September 11, 2012.

10. Public Hearing (ID # 2493)

Public Hearing on the Proposed Tax Rate for Fiscal Year 2012-2013.

VII. WORK SESSION**1. Work Session (ID # 2494)**

Discuss Changes to the Master Fee Schedule.

2. Work Session (ID # 2495)

Discuss Changes to the Proposed 2012-2013 Fiscal Year Budget.

VIII. ADJOURNMENT

Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 24th day of August, 2012 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, City Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2012.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2482)

DOC ID: 2482



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2483)

DOC ID: 2483



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2484)

DOC ID: 2484



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.1

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Election Issues

COUNCIL ACTION (ID # 2485)

DOC ID: 2485



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.2

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Financial Issues

COUNCIL ACTION (ID # 2486)

DOC ID: 2486



SUMMARY OF REFUNDING RESULTS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Dated Date	09/02/2012
Delivery Date	09/02/2012
Arbitrage yield	2.092009%
Escrow yield	0.169409%
Bond Par Amount	2,480,000.00
True Interest Cost	2.124757%
Net Interest Cost	2.194806%
All-In TIC	2.637129%
Average Coupon	2.859901%
Average Life	7.525
Par amount of refunded bonds	2,370,000.00
Average coupon of refunded bonds	4.308896%
Average life of refunded bonds	7.771
PV of prior debt to 09/02/2012 @ 2.092009%	2,741,576.96
Net PV Savings	131,688.22
Percentage savings of refunded bonds	5.556465%



BOND SUMMARY STATISTICS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Dated Date	09/02/2012
Delivery Date	09/02/2012
Last Maturity	03/01/2024
Arbitrage Yield	2.092009%
True Interest Cost (TIC)	2.124757%
Net Interest Cost (NIC)	2.194806%
All-In TIC	2.637129%
Average Coupon	2.859901%
Average Life (years)	7.525
Duration of Issue (years)	6.818
Par Amount	2,480,000.00
Bond Proceeds	2,621,487.35
Total Interest	533,746.46
Net Interest	409,619.11
Bond Years from Dated Date	18,663,111.11
Bond Years from Delivery Date	18,663,111.11
Total Debt Service	3,013,746.46
Maximum Annual Debt Service	309,512.50
Average Annual Debt Service	262,128.23
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.000000
Total Underwriter's Discount	7.000000
Bid Price	105.005135

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial	2,480,000.00	105.705	2.860%	7.525
	2,480,000.00			7.525

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,480,000.00	2,480,000.00	2,480,000.00
+ Accrued Interest			
+ Premium (Discount)	141,487.35	141,487.35	141,487.35
- Underwriter's Discount	-17,360.00	-17,360.00	
- Cost of Issuance Expense		-70,000.00	
- Other Amounts		-18,082.48	-18,082.48
Target Value	2,604,127.35	2,516,044.87	2,603,404.87
Target Date	09/02/2012	09/02/2012	09/02/2012
Yield	2.124757%	2.637129%	2.092009%



SAVINGS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 09/02/2012 @ 2.0920092%
09/30/2013	100,665.00	88,383.96	12,281.04	11,989.21
09/30/2014	100,665.00	88,175.00	12,490.00	11,942.81
09/30/2015	100,665.00	87,775.00	12,890.00	12,074.61
09/30/2016	321,277.50	309,512.50	11,765.00	10,792.64
09/30/2017	317,290.00	303,387.50	13,902.50	12,531.37
09/30/2018	317,770.00	307,137.50	10,632.50	9,372.76
09/30/2019	317,600.00	305,700.00	11,900.00	10,304.99
09/30/2020	316,825.00	303,475.00	13,350.00	11,347.00
09/30/2021	320,387.50	305,375.00	15,012.50	12,521.83
09/30/2022	318,276.25	306,975.00	11,301.25	9,234.61
09/30/2023	315,513.75	303,350.00	12,163.75	9,756.07
09/30/2024	316,975.00	304,500.00	12,475.00	9,820.31
	3,163,910.00	3,013,746.46	150,163.54	131,688.22

Savings Summary

PV of savings from cash flow	131,688.22
Net PV Savings	131,688.22



SOURCES AND USES OF FUNDS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Dated Date 09/02/2012
Delivery Date 09/02/2012

Sources:

Bond Proceeds:	
Par Amount	2,480,000.00
Premium	141,487.35
	<u>2,621,487.35</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.59
SLGS Purchases	<u>2,514,741.00</u>
	2,514,741.59

Delivery Date Expenses:	
Cost of Issuance	70,000.00
Underwriter's Discount	17,360.00
Insurance	<u>18,082.48</u>
	105,442.48

Other Uses of Funds:	
Additional Proceeds	1,303.28
	<u>2,621,487.35</u>



BOND PRICING

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial:								
	03/01/2013	20,000	2.000%	0.600%	100.694			
	03/01/2014	20,000	2.000%	0.810%	101.767			
	03/01/2015	20,000	2.000%	0.960%	102.560			
	03/01/2016	245,000	2.500%	1.180%	104.509			
	03/01/2017	245,000	2.500%	1.350%	105.001			
	03/01/2018	255,000	2.500%	1.500%	105.257			
	03/01/2019	260,000	2.500%	1.630%	105.342			
	03/01/2020	265,000	3.000%	1.830%	108.161			
	03/01/2021	275,000	3.000%	2.040%	107.454			
	03/01/2022	285,000	3.000%	2.220%	106.645			
	03/01/2023	290,000	3.000%	2.350%	105.503 C	2.404%	03/01/2022	100.000
	03/01/2024	300,000	3.000%	2.490%	104.289 C	2.567%	03/01/2022	100.000
		2,480,000						

Dated Date 09/02/2012
 Delivery Date 09/02/2012
 First Coupon 03/01/2013

Par Amount 2,480,000.00
 Premium 141,487.35

Production 2,621,487.35 105.705135%
 Underwriter's Discount -17,360.00 -0.700000%

Purchase Price 2,604,127.35 105.005135%
 Accrued Interest

Net Proceeds 2,604,127.35



BOND DEBT SERVICE

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Period Ending	Principal	Interest	Debt Service
09/30/2013	20,000	68,383.96	88,383.96
09/30/2014	20,000	68,175.00	88,175.00
09/30/2015	20,000	67,775.00	87,775.00
09/30/2016	245,000	64,512.50	309,512.50
09/30/2017	245,000	58,387.50	303,387.50
09/30/2018	255,000	52,137.50	307,137.50
09/30/2019	260,000	45,700.00	305,700.00
09/30/2020	265,000	38,475.00	303,475.00
09/30/2021	275,000	30,375.00	305,375.00
09/30/2022	285,000	21,975.00	306,975.00
09/30/2023	290,000	13,350.00	303,350.00
09/30/2024	300,000	4,500.00	304,500.00
	2,480,000	533,746.46	3,013,746.46



ESCROW DESCRIPTIONS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Sep 2, 2012:						
SLGS	Certificate	03/01/2013	03/01/2013	48,260	0.120%	0.120%
SLGS	Certificate	09/01/2013	09/01/2013	48,205	0.150%	0.150%
SLGS	Note	03/01/2014	03/01/2013	2,418,276	0.170%	0.170%
				2,514,741		

SLGS Summary

SLGS Rates File	24JUL12
Total Certificates of Indebtedness	96,465.00
Total Notes	2,418,276.00
Total original SLGS	2,514,741.00



ESCROW COST

 Liberty, City of (General Obligation Debt)
 Series 2012 Refunding

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	03/01/2013	48,260	0.120%	48,260.00
SLGS	09/01/2013	48,205	0.150%	48,205.00
SLGS	03/01/2014	2,418,276	0.170%	2,418,276.00
		2,514,741		2,514,741.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
09/02/2012	2,514,741	0.59	2,514,741.59	0.169409%
		2,514,741	2,514,741.59	



ESCROW SUFFICIENCY

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Prior Debt (PRI)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
09/30/2012		0.59	0.59	0.59
09/30/2013	100,665.00	100,665.38	0.38	0.97
09/30/2014	2,420,332.50	2,420,331.53	-0.97	
	2,520,997.50	2,520,997.50	0.00	



ESCROW CASH FLOW

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Date	Principal	Interest	Net Escrow Receipts	Present Value to 09/02/2012 @ 0.1694089%
03/01/2013	48,260.00	2,072.74	50,332.74	50,290.38
09/01/2013	48,205.00	2,127.64	50,332.64	50,247.72
03/01/2014	2,418,276.00	2,055.53	2,420,331.53	2,414,202.90
	2,514,741.00	6,255.91	2,520,996.91	2,514,741.00

Escrow Cost Summary

Purchase date	09/02/2012
Purchase cost of securities	2,514,741.00
Target for yield calculation	2,514,741.00



SUMMARY OF BONDS REFUNDED

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
C/O Ser 2004, 2004_1:					
SERIAL	03/01/2016	3.900%	225,000.00	03/01/2014	100.000
	03/01/2017	4.000%	230,000.00	03/01/2014	100.000
	03/01/2018	4.100%	240,000.00	03/01/2014	100.000
	03/01/2019	4.200%	250,000.00	03/01/2014	100.000
	03/01/2020	4.250%	260,000.00	03/01/2014	100.000
	03/01/2021	4.300%	275,000.00	03/01/2014	100.000
	03/01/2022	4.350%	285,000.00	03/01/2014	100.000
	03/01/2023	4.450%	295,000.00	03/01/2014	100.000
	03/01/2024	4.500%	310,000.00	03/01/2014	100.000
			2,370,000.00		



PRIOR BOND DEBT SERVICE

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Period Ending	Principal	Interest	Debt Service
09/30/2013		100,665.00	100,665.00
09/30/2014		100,665.00	100,665.00
09/30/2015		100,665.00	100,665.00
09/30/2016	225,000	96,277.50	321,277.50
09/30/2017	230,000	87,290.00	317,290.00
09/30/2018	240,000	77,770.00	317,770.00
09/30/2019	250,000	67,600.00	317,600.00
09/30/2020	260,000	56,825.00	316,825.00
09/30/2021	275,000	45,387.50	320,387.50
09/30/2022	285,000	33,276.25	318,276.25
09/30/2023	295,000	20,513.75	315,513.75
09/30/2024	310,000	6,975.00	316,975.00
	2,370,000	793,910.00	3,163,910.00



ESCROW STATISTICS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:						
2,514,741.59	1.466	0.169409%	0.169409%	2,445,192.40	69,549.16	0.03
2,514,741.59				2,445,192.40	69,549.16	0.03

Delivery date 09/02/2012
Arbitrage yield 2.092009%



FORM 8038 STATISTICS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Dated Date 09/02/2012
Delivery Date 09/02/2012

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial:						
	03/01/2013	20,000.00	2.000%	100.694	20,138.80	20,000.00
	03/01/2014	20,000.00	2.000%	101.767	20,353.40	20,000.00
	03/01/2015	20,000.00	2.000%	102.560	20,512.00	20,000.00
	03/01/2016	245,000.00	2.500%	104.509	256,047.05	245,000.00
	03/01/2017	245,000.00	2.500%	105.001	257,252.45	245,000.00
	03/01/2018	255,000.00	2.500%	105.257	268,405.35	255,000.00
	03/01/2019	260,000.00	2.500%	105.342	273,889.20	260,000.00
	03/01/2020	265,000.00	3.000%	108.161	286,626.65	265,000.00
	03/01/2021	275,000.00	3.000%	107.454	295,498.50	275,000.00
	03/01/2022	285,000.00	3.000%	106.645	303,938.25	285,000.00
	03/01/2023	290,000.00	3.000%	105.503	305,958.70	290,000.00
	03/01/2024	300,000.00	3.000%	104.289	312,867.00	300,000.00
		2,480,000.00			2,621,487.35	2,480,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	03/01/2024	3.000%	312,867.00	300,000.00		
Entire Issue			2,621,487.35	2,480,000.00	7.5355	2.0920%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	87,360.00
Proceeds used for credit enhancement	18,082.48
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	0.00
Proceeds used to advance refund prior issues	2,514,741.59
Remaining weighted average maturity of the bonds to be currently refunded	0.0000
Remaining weighted average maturity of the bonds to be advance refunded	7.7715



FORM 8038 STATISTICS

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
C/O Ser 2004:					
SERIAL	03/01/2016	225,000.00	3.900%	100.000	225,000.00
SERIAL	03/01/2017	230,000.00	4.000%	100.000	230,000.00
SERIAL	03/01/2018	240,000.00	4.100%	100.000	240,000.00
SERIAL	03/01/2019	250,000.00	4.200%	100.000	250,000.00
SERIAL	03/01/2020	260,000.00	4.250%	100.000	260,000.00
SERIAL	03/01/2021	275,000.00	4.300%	100.000	275,000.00
SERIAL	03/01/2022	285,000.00	4.350%	100.000	285,000.00
SERIAL	03/01/2023	295,000.00	4.450%	100.000	295,000.00
SERIAL	03/01/2024	310,000.00	4.500%	100.000	310,000.00
		2,370,000.00			
			Last Call Date	Issue Date	Remaining Weighted Average Maturity
C/O Ser 2004			03/01/2014	09/01/2010	7.7715
All Refunded Issues			03/01/2014		7.7715



PROOF OF ARBITRAGE YIELD

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Date	Debt Service	Present Value to 09/02/2012 @ 2.0920092%
03/01/2013	54,196.46	53,638.53
09/01/2013	34,187.50	33,485.30
03/01/2014	54,187.50	52,525.09
09/01/2014	33,987.50	32,603.76
03/01/2015	53,987.50	51,253.39
09/01/2015	33,787.50	31,744.34
03/01/2016	278,787.50	259,217.54
09/01/2016	30,725.00	28,272.48
03/01/2017	275,725.00	251,089.72
09/01/2017	27,662.50	24,930.16
03/01/2018	282,662.50	252,105.72
09/01/2018	24,475.00	21,603.20
03/01/2019	284,475.00	248,496.52
09/01/2019	21,225.00	18,348.68
03/01/2020	286,225.00	244,875.58
09/01/2020	17,250.00	14,605.21
03/01/2021	292,250.00	244,880.47
09/01/2021	13,125.00	10,883.78
03/01/2022	888,125.00	728,845.41
	2,987,046.46	2,603,404.87

Proceeds Summary

Delivery date	09/02/2012
Par Value	2,480,000.00
Premium (Discount)	141,487.35
Arbitrage expenses	-18,082.48
Target for yield calculation	2,603,404.87



PROOF OF ARBITRAGE YIELD

Liberty, City of (General Obligation Debt)
Series 2012 Refunding

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Net Present Value (NPV) to 09/02/2012 @ 2.0920092%
SERIAL	03/01/2023	3.000%	2.350%	03/01/2022	100.000	6,615.08
SERIAL	03/01/2024	3.000%	2.490%	03/01/2022	100.000	10,485.18

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Net Present Value (NPV) to 09/02/2012 @ 2.0920092%	Increase to NPV
SERIAL	03/01/2023	3.000%	2.350%			8,742.57	2,127.49
SERIAL	03/01/2024	3.000%	2.490%			14,841.56	4,356.38



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

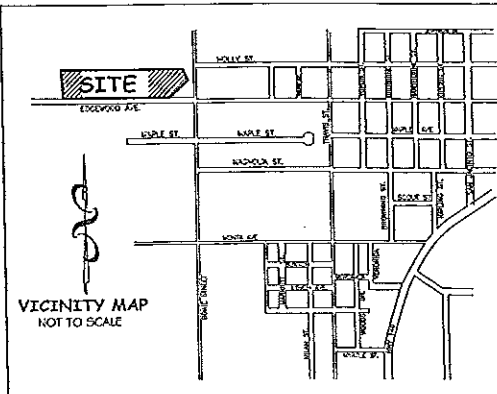
6.A.3

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Plats

COUNCIL ACTION (ID # 2487)

DOC ID: 2487



PRELIMINARY PLAT OF EDGEWOOD EAST SUBDIVISION

BEING 1.236 ACRES SITUATED IN THE LIBERTY TOWN EAST LEAGUE, ABSTRACT
NO. 359, LIBERTY COUNTY, TEXAS, OUT OF AND A PART OF 3.57 ACRES
CONVEYED TO RICHARD LAWRENCE BY THE CITY OF LIBERTY IN DEED DATED
APRIL 17, 2012, AND RECORDED AT CLERK'S FILE NO. 2012005458 OF THE
O.P.R.L.C.Tx.

STATE OF TEXAS)
COUNTY OF LIBERTY)

THAT I, RICHARD LAWRENCE, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT,
AND DESIGNATED HEREIN AS EDGEWOOD EAST SUBDIVISION IN THE CITY OF LIBERTY AND WHOSE
NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER ALL
STREETS, ALLEYS, PARKS, WATER COURSES, GRADNS, EASEMENTS, AND PUBLIC PLACES THEREON
SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND IN LIBERTY COUNTY, TEXAS, THIS _____ DAY OF _____, 2012.

RICHARD LAWRENCE

STATE OF TEXAS)
COUNTY OF LIBERTY)

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED SYED
RICHARD LAWRENCE KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR
THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN
AND HEREBY SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____,
2012.

NOTARY PUBLIC IN AND FOR LIBERTY COUNTY, TEXAS.

I, THE UNDERSIGNED, MAYOR OF THE CITY OF LIBERTY, HEREBY CERTIFY THAT THIS SUBDIVISION
PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN
MY APPROVAL IS REQUIRED.

MAYOR _____ DATE _____

Residue of 17.732 Acres
Joseph D. Harris, III, et ux
To
City of Liberty
May 7, 1996
Vol. 1616 Pg. 336
Official Public Records of
Liberty County, Texas

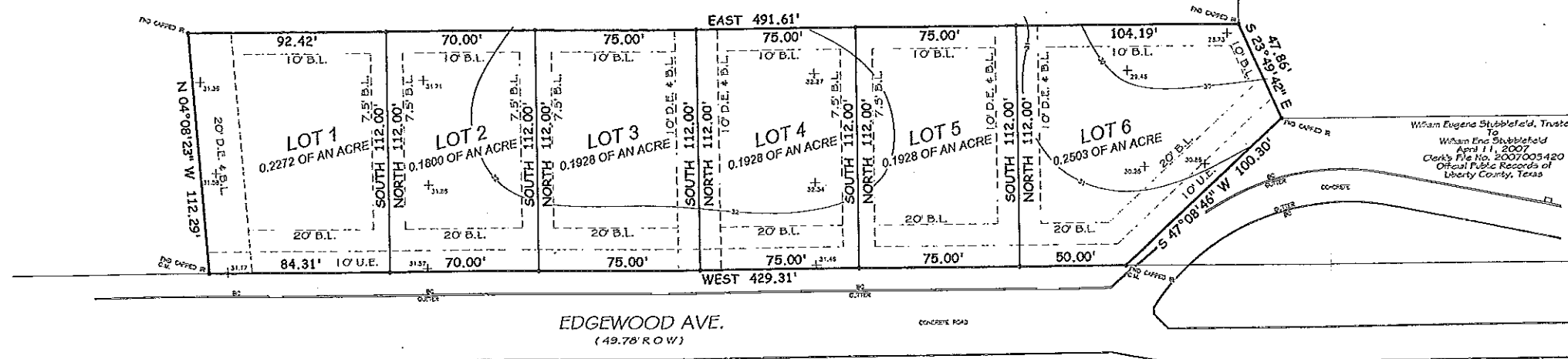
CITY OF LIBERTY
VOL. 1 PG. 137
Map Records of Liberty County, Texas
OUTER BLOCK 1
LOT 2

Part of
3.57 Acres
City of Liberty
To
Richard Lawrence
April 17, 2012
Clerk's File No. 2012005458
Official Public Records of
Liberty County, Texas

LIBERTY TOWN EAST LEAGUE
A - 359

NOTES:

- 1) BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE SOUTH LINE OF 3.57 ACRES CONVEYED TO RICHARD LAWRENCE AND RECORDED AT CLERK'S FILE NO. 2012005458 OF THE O.P.R.L.C.Tx. REFERENCE IS MADE TO METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANYING THIS PLAT.
- 2) THIS PROPERTY IS SITUATED IN ZONE "A" SHOWN ACCORDING TO FLRW. COMMUNITY PANEL NO. 450441 0435 G, DATED MAY 2, 2005.
- 3) ELEVATIONS SHOWN HEREON BASED ON CITY OF LIBERTY BN 7 WITH A BASE ELEVATION OF 34.13 FEET.
- 4) EXISTING WATER AND UTILITIES ARE LOCATED ALONG THE SOUTH RIGHT OF WAY OF EDGEWOOD AVENUE.



THIS IS TO CERTIFY THAT I, MICHAEL W. CHANDLER, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE
STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY MADE UNDER MY
SUPERVISION ON THE GROUND DURING JUNE 2012; THAT ALL MONUMENTS, BLOCK CORNERS, ANGLE
POINTS AND POINTS OF CURVE ARE PROPERLY MARKED WITH 1/2 INCH IRON RODS WITH CAP STAMPED M.
CHANDLER 5292.

AUGUST 2, 2012.

PRELIMINARY NOT TO BE RECORDED

MICHAEL W. CHANDLER, R.P.L.S., No. 5292

LEGEND

- = SET 1/2" IR
- D.E. = DRAINAGE EASEMENT
- B.L. = BUILDING LINE
- BC = BACK OF CURB
- C.M. = CONTROL MONUMENT
- +31.48 = NATURAL GROUND

CHAMBERS SURVEYING & MAPPING

P.O. BOX 1272 MONT BELVUE, TEXAS 77510
PHONE: 281-576-6783 FAX: 281-576-6724

DATE: MAY 12/2012 REVISION: WEST STAR DIVISION, RE-PLAT LOTS 1 & 2
DRAWN: M.W.C. DATE: 02/12 SHEET: LIBERTY TOWN EAST LEAGUE A - 359



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.4

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 2488)

DOC ID: 2488

N & A, INC.
NOWLIN & ASSOCIATES
CONSULTING ENGINEERS - LAND SURVEYORS
2012 **PAGE 1**

102 D:\DOCUMENTS\FORMS\RECORD OF BID OPENING.XLS



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.5

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 2489)

DOC ID: 2489

INTER-LOCAL AGREEMENT
COUNTY OF LIBERTY and CITY OF LIBERTY

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This agreement is between Liberty County, Precinct 1, hereinafter called "County," and the City of Liberty, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state; and

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the City has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the City to promptly supply; and,

WHEREAS, the County has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the County to promptly supply; and,

WHEREAS, the County has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the City has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment and other resources;

NOW, THEREFORE, the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows if their work schedules permit:

1. The County agrees to provide manpower, equipment and other resources to the City for the maintenance of streets, roads, ditches and recreational areas.
2. The City agrees to provide manpower, equipment and other resources to the County for the maintenance of streets, roads, ditches and recreational areas, as well as other governmental functions.

3. The City agrees to fairly compensate the County, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the city's current revenue.
4. The County agrees to fairly compensate the City, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the county's current revenue.
5. The Commissioner of Precinct 1 and the Liberty City Manager shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.
6. The County and City understand that agreements for mutual sharing may be limited by budgetary restrictions or the authority provided by their respective governing bodies. Notwithstanding any provisions herein, this inter-local agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds, or insufficient funds, are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.
7. To the fullest extent permissible under Texas law, City of Liberty shall indemnify, defend, and hold harmless Liberty County, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of City of Liberty, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.
8. To the fullest extent permissible under Texas law, Liberty County shall indemnify, defend, and hold harmless the City of Liberty, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of Liberty County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

9. Neither party shall be deemed an employee or agent of the other party. This interlocal agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City's streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County's streets, roads, ditches and recreational areas.
10. The City agrees to exercise due diligence in the routine maintenance of County equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the City's use of County equipment.
11. The County agrees to exercise due diligence in the routine maintenance of City equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the County's use of City equipment.
12. The City understands that before beginning a project under an interlocal contract, the Commissioners Court of Liberty County must give specific written approval for the project as required by TEX. GOV. CODE, §791.014 which provides:

791.014 APPROVAL REQUIREMENT FOR COUNTIES.

1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.
- (b) The approval must:
 - (1) be given in a document other than the interlocal contract;
 - (2) describe the type of project to be undertaken; and
 - (3) identify the project's location.

see Tex. Gov. Code, §791.014, et. seq.

This agreement shall commence on the ____ day of _____, 2012 and ends on the ____ day of _____, 2013. Either the County or the City may cancel this agreement at any time.

Executed on this the ____ day of _____, 2012, by Craig McNair, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the ____ day of _____, 2012, by Todd Fontenot, Commissioner Precinct 1, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the ____ day of _____, 2012, by the City Manager, on behalf of the City of Liberty, Texas, after approval by City Council.

COUNTY OF LIBERTY

CITY OF LIBERTY

Craig McNair, Liberty County Judge

Manager, City of Liberty

Todd Fontenot, Commissioner Precinct 1

ATTEST:

Paulette Williams, Liberty County Clerk

Secretary, City of Liberty

Attachment: Interlocal Agreement- Liberty Co. 2012 (2489 : Interlocal Agreement - Liberty County)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.6

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Proposals

COUNCIL ACTION (ID # 2490)

DOC ID: 2490



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.7

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: TXDOT Issues

RESOLUTION (ID # 2496)

DOC ID: 2496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING THAT THE TRINITY VALLEY FAIR & EXPOSITION, AND ITS RELATED EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF LIBERTY, TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF STATE RIGHT-OF-WAY DURING TVE PARADES.

WHEREAS, on October 16 thru 20, 2012, the Trinity Valley Fair and Exposition (TVE) of Liberty County, Texas will sponsor, promote, and conduct its 104th annual event; and

WHEREAS, the TVE is an annual festival-type event offering a variety of entertainment and youth-oriented events in a family-oriented atmosphere for the citizens of Liberty and surrounding areas; and

WHEREAS, it is necessary to close certain street right-of-ways in the downtown area of the City of Liberty, Texas, during the TVE Baby Parade and TVE Opening Day Parade for the safety and convenience of those attending the event; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS:

Section 1. The City Council of the City of Liberty hereby finds that the TVE serves a public purpose.

Section 2. The City Council of the City of Liberty hereby authorizes the City of Liberty to enter into an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2012 TVE Baby Parade on October 13, 2012 and the Opening Day Parade on October 17, 2012.

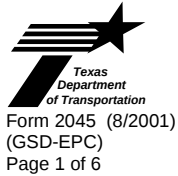
Section 3. The City Council of the City of Liberty hereby further consents to and authorizes its City Manager to negotiate and execute an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2012 TVE Parades.

PASSED, APPROVED, AND RESOLVED this 28th day of August, 2012.

Carl Pickett, Mayor
City of Liberty, Texas

ATTEST:

Dianne Tidwell, City Secretary



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Agreement for the Temporary Closure of State Right of Way

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Liberty, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Loop 227, in Liberty County; and

WHEREAS, the City has requested the temporary closure of Loop 227 between Jefferson Drive and Sam Houston Street,
For the purposes of TVE Baby Parade,
as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 28th day of August 2012 the Liberty City Council passed Resolution/Ordinance No. _____, attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TVE Rd Closure Agreement Baby Parade 2012 (2496 : TVE Parades)

WHEREAS, 43 Texas Administrative Code, § 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, § 22.12;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times; approximate number of people attending the Event; and equipment involved, shall be attached hereto and identified as "Exhibit C".

3. OPERATIONS OF THE EVENT

- A. The City shall assume all costs for the operations associated with the Event, to include but not limited to plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signing plans; traffic enforcement plans; and all other plans deemed necessary by the State.
- C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

- D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practical, restore the natural environment, including landscape features.

4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

5. TERMINATION

- A. This agreement may be terminated by any of the following condition:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that uses of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligation as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligation and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein; the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

6. DISPUTES

Should disputes arise as to the party's responsibilities or additional work under this agreement, the State's decision shall be final and binding.

7. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent act of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, their officers, employees, agents or contractors.

8. INSURANCE

- A. Prior to beginning any work upon the State's right of way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right of way.
- B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. Additionally, the City shall include the State as an additional insured under its self-insurance policy.

9. AMENDMENTS

Any changes in the time frame, character, and agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

209 Layl Drive

Liberty, TX. 77575

ATTN: Cory Taylor P.E., Area Engineer

City:

City of Liberty - Gary Broz, City Manager

1829 Sam Houston

Liberty, TX 77575

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Liberty, TEXAS

August 29, 2012

Date

Gary Broz

Name of Requestor

City Manager

Title

Signature

(936) 336 - 3684

Area Code Telephone Number

1829 Sam Houston

Address

Liberty

City,

TX

State

77575

Zip

ATTEST:

BY: _____

City Secretary

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Tucker Ferguson.P.E.

Typed, Printed or Stamped Name of District Engineer

Beaumont

District

Signature of District Engineer

By TxDOT Representative

Cory Taylor P.E., Area Engineer

Name and Title of TxDOT Representative

Date

209 Layl Drive

Address

Liberty

City,

TX

State

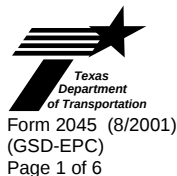
77575

Zip

(936) 336 - 2244

Area Code Telephone Number

Attachment: TVE Rd Closure Agreement Baby Parade 2012 (2496 : TVE Parades)



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Agreement for the Temporary Closure of State Right of Way

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Liberty, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Loop 227, in Liberty County; and

WHEREAS, the City has requested the temporary closure of Loop 227 between Jefferson Drive and Sam Houston Street,
For the purposes of TVE Opening Day Parade,
as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 28th day of August 2012 the Liberty City Council passed Resolution/Ordinance No. _____, attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TVE Rd Closure Agreement Opening Day Parade 2012 (2496 : TVE Parades)

WHEREAS, 43 Texas Administrative Code, § 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, § 22.12;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times; approximate number of people attending the Event; and equipment involved, shall be attached hereto and identified as "Exhibit C".

3. OPERATIONS OF THE EVENT

- A. The City shall assume all costs for the operations associated with the Event, to include but not limited to plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signing plans; traffic enforcement plans; and all other plans deemed necessary by the State.
- C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

- D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practical, restore the natural environment, including landscape features.

4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

5. TERMINATION

- A. This agreement may be terminated by any of the following condition:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that uses of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligation as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligation and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein; the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

6. DISPUTES

Should disputes arise as to the party's responsibilities or additional work under this agreement, the State's decision shall be final and binding.

7. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent act of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, their officers, employees, agents or contractors.

8. INSURANCE

- A. Prior to beginning any work upon the State's right of way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right of way.
- B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. Additionally, the City shall include the State as an additional insured under its self-insurance policy.

9. AMENDMENTS

Any changes in the time frame, character, and agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

209 Layl Drive

Liberty, TX. 77575

ATTN: Cory Taylor P.E., Area Engineer

City:

City of Liberty, Gary Broz City Manager

1829 Sam Houston

Liberty, TX 77575

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Liberty, TEXAS

August 29, 2012

Date

Gary Broz

Name of Requestor

City Manager

Title

Signature

(936) 336 - 3684

Area Code Telephone Number

1829 Sam Houston

Address

Liberty

City,

TX

State

77575

Zip

ATTEST:

BY: _____

City Secretary

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Tucker Ferguson, P.E.

Typed, Printed or Stamped Name of District Engineer

Beaumont

District

Signature of District Engineer

By TxDOT Representative

Cory Taylor P.E., Area Engineer

Name and Title of TxDOT Representative

209 Layl Drive

Address

Liberty

City,

TX

State

77575

Zip

(936) 336 - 2244

Area Code Telephone Number

Attachment: TVE Rd Closure Agreement Opening Day Parade 2012 (2496 : TVE Parades)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.8

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Budget Items

PUBLIC HEARING (ID # 2491)

DOC ID: 2491

EXPLANATION:

This public hearing is held in accordance with requirements of the Texas Local Government Code. Anyone wishing to speak FOR or AGAINST the proposed FY 2012-2013 Annual Budget is invited to attend the public hearing and voice their concerns.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.9

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Budget Issues

COUNCIL ACTION (ID # 2492)

DOC ID: 2492

EXPLANATION:

At the conclusion of the public hearing, the City Council shall take action on the proposed budget (LGC §102.007). At Council's discretion, if the budget is not adopted at the same meeting as the public hearing, the Council must take action to postpone adoption until a later date. The recommended date is September 11. City Charter requires adoption of the budget 15 days prior to the beginning of the new fiscal year.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.10

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Tax Rate

PUBLIC HEARING (ID # 2493)

DOC ID: 2493

EXPLANATION:

A taxing unit must hold two public hearings and publish newspaper ads before adopting a tax rate that exceeds the rollback rate or the effective tax rate, whichever is lower. Individual taxes may increase or decrease depending on the change in taxable value of your property. The proposed tax rate is \$.5900, the same as the previous fiscal year.

The second public hearing on the tax rate will be held on Tuesday, September 4th.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.1

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: City Fees

WORK SESSION (ID # 2494)

DOC ID: 2494



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.2

Meeting: 08/28/12 06:00 PM

Department: Administration
Category: Budget

WORK SESSION (ID # 2495)

DOC ID: 2495