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, September 23, 2014 **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	☐	☐	☐	
Mayor Pro Tem Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Frank Jordan	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	

II. 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.

III. PRESENTATIONS / REPORTS

1. Information Item (ID # 3102)

Finance Report - N. Herrington, Finance Director

2. Information Item (ID # 3103)

Monta Well Update - G. Broz, City Manager

IV. REGULAR AGENDA

A. Regular Session

1. Council Action (ID # 3104)

Consider appointments to the Houston-Galveston Area Council 2015 General Assembly.

- H-GAC 2015 General Assembly (PDF)

2. Council Action 2014-64

Consider final approval of an Employee Training Reimbursement Agreement.

- Training Reimbursement Agreement-Final (DOCX)

3. Ordinance 2014-15

Consider an Ordinance creating Reinvestment Zone Number 3 at the Liberty Municipal Airport.

4. Council Action (ID # 3112)

Consider an application for a License to Encroach for property located at 509 Tennessee Street, and take any action deemed necessary.

- License to Encroach Agreement (DOCX)

5. Council Action (ID # 3107)

Consider proposal for Architectural Services for a "New Liberty Bell Tower, Landscaping and Parking" for the City of Liberty, Texas and take any action deemed necessary.

- Bell Tower Proposal (PDF)

6. Council Action (ID # 3108)

Consider a Fire Protection Services Agreement between Liberty County and the City of Liberty Fire Department.

7. Council Action (ID # 3109)

Consider an amendment to the Lease Agreement between the Port of Liberty, City of Liberty, Chambers-Liberty Counties Navigation District and Schlumberger Technology Corporation.

- Lease Amendment-Schlumberger (PDF)

8. Council Action (ID # 3110)

Consider award of bid for a transport ambulance for the Liberty Fire/EMS Department.

- Transport Ambulance (PDF)

B. Executive Session

Private Consultation with Attorney on all subjects or matters authorized by law. Gov. Code §551.071

1. Contemplated/Pending Litigation - Humphreys Cultural Center.

C. Reconvene into Regular Session

1. Council Action (ID # 3111)

Consider and take action, if any, on the items as discussed in the Executive Session.

V. 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 19th day of September, 2014 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 _____, 2014.

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3102)

DOC ID: 3102

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3103)

DOC ID: 3103

.

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3104)

DOC ID: 3104 A

EXPLANATION:
Each HGAC member city, under 25,000, is allowed one delegate and one alternate to the General Assembly. The designees must be elected officials of the governing body.

Councilperson Jordan was appointed to the 2014 General Assembly.

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Houston-Galveston Area Council Office of the Executive Director

September 10, 2014

The Honorable Carl Pickett
Mayor, City of Liberty
1829 Sam Houston St
Liberty, TX 77575

Dear Mayor Pickett:

I am writing regarding the appointment of your city's representative to H-GAC's 2015 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2015.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body.

A dinner meeting of Home Rule city representatives will be scheduled for November. At that meeting, your 2014 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2015.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 10. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

Jack Steele

JS/kam

Enclosure

cc: City Secretary

Attachment: H-GAC 2015 General Assembly (3104 : H-GAC 2015 General Assembly)

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Recycled

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027-6466
Phone 713-627-3200

DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2015 GENERAL ASSEMBLY

****

BE IT RESOLVED, by the Mayor and City Council of _____, Texas, that _____ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2015.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this _____ day of _____, 2014.

APPROVED:

_____
Mayor

ATTEST:

By: _____

DesForm GL and HR

Attachment: H-GAC 2015 General Assembly (3104 : H-GAC 2015 General Assembly)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3105)

DOC ID: 3105

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CITY OF LIBERTY TRAINING REIMBURSEMENT AGREEMENT

This agreement is entered into by the City of Liberty, Texas hereinafter referred to as "City" and _____, hereinafter referred to as "Employee."

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF _____ (hereinafter "Employee") FOR THE CITY OF LIBERTY, AND TO SPECIFY THE CONSIDERATION THAT EMPLOYEE PROVIDES THE CITY CONTINUED EMPLOYMENT IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON THE EMPLOYEE OR OTHERWISE AFFECT THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP WITH THE CITY OF LIBERTY.

1. The City and the Employee agree that the Employee will attend a training approved by the City Manager at the expense of the City. The training is scheduled to begin _____, 2014.

2. The City shall advance the expense of training and shall pay the Employee's regular wages during this training. The Employee agrees that he/she will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses which the Employee agrees to reimburse include: the City's expenditure for the Employee's tuition, supplies, books, equipment, and any other required items while attending the approved training. All of these reimbursable costs are referred to generally as "Training Costs." An estimate of the training costs set out above is listed on Exhibit A which is attached hereto and by this reference incorporated into this agreement. Training costs will be based on the actual costs incurred by the City as these costs become known.

3. In consideration for providing for this training, the Employee agrees to work for the City as a full-time employee for at least three years from the date of training subject to this Agreement unless the training is for the Police Academy, Fire Department training, Water and Wastewater Department, or Electric Department as outlined below.

4. Police Academy and Fire Department.

   A. Police Academy. If the training is for the Police Academy, the employee agrees to work for the City as a full-time employee for at least **four years** from the date of hire.

Attachment: Training Reimbursement Agreement-Final (CA-2014-64 : Training Reimbursement Agreement)

B. EMS. If the training is for EMT Intermediate or Paramedic, the employee agrees to work for the City as a full-time employee for at least three years from the date of completion of the EMS Intermediate or Paramedic program.

C. Water/Wastewater. If the training is for the Water/Wastewater Department, the employee agrees to work for the City as a full-time employee for at least one year from the date of training.

D. Electric Department. If the training is for the Electric Department, the employee agrees to work for the City as a full-time employee for at least two years from the date of training.

5. In the event the Employee does not successfully complete the training program, the Employee shall reimburse the City for the training costs incurred to that date in accordance with the terms set forth in this agreement. However, repayment of costs in training expenses not successfully completed, will begin immediately and will not be reduced by continued employment at the City.

6. In the event Employee voluntarily leaves the City's service, less than agreed period of employment provided under this agreement, or fails to faithfully attend and participate in the training, the employee will refund a proportional amount of the costs of training and equipment incurred by the City herein as follows:

   A. If Employee leaves at any time during the three year period, Employee shall pay 1/36 of the total cited amount in paragraph 1 for each month of employment not completed for all training except Police Academy training, Water/Wastewater Department training, or Electric Department. In the case of Police Academy training, if Employee leaves at any time during the five year period after the hire date, Employee shall pay 1/60 of the total cited amount in paragraph 1 for each month of employment not completed. If an Electric Department employee leaves at any time during the two year period, Employee shall pay 1/24 of the total cited in paragraph 1 for each month of employment not completed as agreed. If a Water/Wastewater employee leaves at any time during the one year period, Employee shall pay 1/12 of the total cited amount in paragraph 1 for each month of employment not completed as agreed. Payment(s) due, may be withheld from the employee's final check. This agreement shall constitute express authorization for the City to withhold Training Costs from an employee's final check. Amounts owed to the City after funds withheld from the final check shall be subject to a 5% interest on unpaid balance until paid in full.

   B. With just cause and concurrence of the City Manager, the terms of paragraph A may be waived or reduced in Employee's favor when the employee's departure is mutually agreed upon and upon special circumstances as determined in the sole discretion of the City Manager.

7. The Employee authorizes and directs the City to set-off any and all amounts owing to the City under this Agreement against any amount owing by the City to the Employee, including but not

Attachment: Training Reimbursement Agreement-Final (CA-2014-64 : Training Reimbursement Agreement)

limited to salary, wages, bonuses, commissions, vacation pay and severance pay, but not including expense reports.

8. Reimbursement may be taken from the Employee's final check. If the final check is not sufficient to cover the total reimbursement amount, then the first payment shall be due 30 days after the Employee's date of separation. All subsequent monthly payments shall be due on the same calendar day as the date of separation on each month thereafter, or until all training costs owed to the City have been fully reimbursed. Interest shall commence with the employee's date of termination and shall be calculated on the unpaid principal balance to the date of each payment with payments being credited first to accrued interest and then to the reduction of principal.

9. The Employee hereby indemnifies and saves harmless the City from and against any and all suits, claims, actions, damages, and other losses which the City suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Training Costs hereunder as a benefit to the Employee.

10. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. This agreement may only be amended or canceled upon written agreement by both the City and the Employee.

12. The Employee shall notify the City of the Employee's place of residence while an employee of the city and/or such time as any debt for training costs is satisfied in full.

13. If reimbursement is not made in the accordance with this agreement, the Employee understands that the City may, at its option, pursue legal remedies.

14. The Employee understands and acknowledges that his/her employment with the City is at will and the City may terminate his/her employment at any time.

15. Interpretation of this agreement shall at all times and in all respects be governed by the laws of the State of Texas, and any claim, litigation or dispute arising from or related to this agreement shall be litigated in the appropriate federal or state court in Beaumont, Texas if in Federal Court or Liberty County, Texas if in state court. The Employee hereby consents to personal jurisdiction and venue in such court.

16. Each party acknowledges that they have carefully read this instrument; that this instrument expresses the entire agreement between the parties concerning the subject it purports to address; that it supersedes any prior or contemporaneous written or oral agreement concerning the same subject matter; and, that each party has executed this instrument freely and of their own free will and accord.

Attachment: Training Reimbursement Agreement-Final (CA-2014-64 : Training Reimbursement Agreement)

Executed this ____ day of _____, 2014.
(Month, date)

_____ Approved: _____
Printed Name of Employee Department Head

_____ _____
Employee Signature City Manager

Attachment: Training Reimbursement Agreement-Final (CA-2014-64 : Training Reimbursement Agreement)

EXHIBIT A

Estimated Training Cost

1. Tuition	$_____
2. Books, fees, supplies, uniforms, equipment	$_____
3. Miscellaneous _____	$_____
4. Total estimated training costs	$_____
	$_____

This schedule and calculation are only to be used as an estimate of training costs. Actual expenditures shall be used in calculating the total training costs to be reimbursed.

Acknowledged:

_____	_____
Employee	Department Head
_____	_____
Date	Date

Attachment: Training Reimbursement Agreement-Final (CA-2014-64 : Training Reimbursement Agreement)

Attachment: Training Reimbursement Agreement-Final (CA-2014-64 : Training Reimbursement Agreement)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM
Department: Administration
Category: Reinvestment Zones

ORDINANCE 2014-15

DOC ID: 3106 A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, DESIGNATING A CERTAIN AREA AS A COMMERCIAL/INDUSTRIAL REINVESTMENT ZONE, CITY OF LIBERTY, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; PROVIDING AN OPEN MEETINGS CLAUSE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City Council of the City of Liberty, Texas, (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "Act"); and

WHEREAS, a hearing before the City Council was set for 6:00 p.m. on the 13th day of May 2014, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Liberty; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Liberty County, Liberty Independent School District, and other taxing authorities with jurisdiction in the reinvestment zone as required by the Act; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone. The boundaries of the proposed Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit A and depicted in the drawing attached hereto as Exhibit B, should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, that it will be of general benefit to the City of Liberty and that it will be in the public interest to pass this Ordinance creating a Reinvestment zone;

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.

(b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone pursuant to the Act; and

(c) That creation of the proposed Zone with boundaries as described herein will result in benefits to the City, its residents and property owners and to the property, residents and property owners in the Reinvestment Zone.

(d) That the Reinvestment Zone, as defined herein in Exhibits A and B, meets the criteria for the creation of a Reinvestment Zone as set forth in Chapter 312.202 of the Act in that:

(1) It is a contiguous geographic area located wholly within the corporate limits of the City.

(2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment, or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.

(3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or town or by a member of zoning or planning board or commission of the City.

(4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable property in the Reinvestment Zone.

SECTION 3: That the City hereby creates a Reinvestment Zone over the area described by the description attached hereto and depicted in a drawing attached hereto and such Reinvestment Zone shall hereafter be identified as the Commercial/Industrial Reinvestment Zone, Number 3, City of Liberty, Texas, (the "Zone").

SECTION 4: That operation of the Zone shall commence on September 23, 2014, for a period of five years, may be renewed for an additional five years or may terminate sooner by subsequent ordinance.

SECTION 5: That a written agreement as provided in the Act, with the owners of the property located within the Reinvestment Zone is hereby authorized according to the schedule and terms outlined in Exhibit C, and the written agreement shall provide an exemption from taxation the increased value of the real and/or personal property according to that schedule.

SECTION 6: That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7: That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 8: That the contents of the notice of public hearing, which hearing was held before the City Council on May 13, 2014, and the publication of said notices, are hereby ratified, approved and confirmed.

SECTION 9: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

SECTION 10: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED, APPROVED AND ADOPTED on the 23rd day of September, 2014.

CITY OF LIBERTY

_____
Carl Pickett
Mayor

ATTEST:

_____
Dianne Tidwell
City Secretary

RESULT:	**ADOPTED [6 TO 1]**
MOVER:	Frank Jordan, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Simonson, Arnold
NAYS:	Louie Potetz

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Miscellaneous Issues

COUNCIL ACTION (ID # 3112)

DOC ID: 3112

.

Map Attached: Yes / No

AGREEMENT AND LICENSE TO ENCROACH

UPON A PUBLIC RIGHT-OF-WAY

THIS AGREEMENT entered into this _____ day of _____

2014, between the CITY OF LIBERTY, TEXAS, a home-rule municipality of the State of Texas ("City"), and Jeannie Taylor ("LICENSEE").

WHEREAS, LICENSEE is the owner of property located in the City of Liberty, Texas, described below and being further described in the map attached as Exhibit A.

BEING APPROXIMATELY 0.1814 ACRE NORTH 79 FEET OF LOTS 6 AND 7, BLOCK "B" OF THE COMPTON SUBDIVISION OUT OF THE LIBERTY TOWN EAST LEAGUE, ABSTRACT 359, LIBERTY COUNTY, TEXAS, MAP RECORDED IN VOL. 1, PG. 127 OF THE LIBERTY COUNTY MAP RECORDS.

WHEREAS, LICENSEE wishes to install a manufactured home within the right-of-way of Trinity Street, said street being previously known as Hayden Street under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions herein, the parties agree as follows:

1. LICENSEE acknowledges that Trinity Street is a City right-of-way approximately 40 feet in width and that the requested license is to install a Manufactured home that will encroach on said City right-of-way.

2. City hereby grants to LICENSEE, a revocable license to encroach upon the right-of-way of Trinity Street for the sole purpose of installing a Manufactured home thereon in accordance with plans and specifications to be approved in writing by the City of Liberty's City Manager or his designee.

3. Satisfactory maintenance of said Manufactured home shall be the responsibility of LICENSEE, at her expense and LICENSEE shall not expand, enlarge or change the location thereof in any way without written permission from City.

4. LICENSEE agrees to pay a fee of $750 to the City of Liberty for the License to Encroach.

5. City specifically reserves the right to revoke the license granted LICENSEE herein. Said right of revocation may be exercised by City in its absolute discretion for any reason whatever. LICENSEE agrees that City may exercise said right of revocation for any reason.

Attachment: License to Encroach Agreement (3112 : License to Encroach-Tennessee St.)

6. In the event City invokes its right of revocation, said revocation shall become effective sixty (60) days after written notification of revocation is mailed to LICENSEE. Within said sixty (60) day period LICENSEE/S shall, at his/her own expense, remove said Manufactured home from the Trinity Street right-of-way and restore said right-of-way as a City road consistent with the condition of said road adjacent thereto. If LICENSEE/S fails to remove the Manufactured Home within such time, City may remove it and all reasonable costs incurred by City in doing so shall constitute a lien upon the LICENSEE's property described above and shown in Exhibit A.

7. LICENSEE agrees to indemnify and hold City harmless from any and all claims for injury, death, loss or damages arising from the installation, maintenance, or placement of the Manufactured home owned by LICENSEE and governed by this agreement.

8. The license granted LICENSEE herein shall be permitted to extend to heirs, assignees, or successors in interest of LICENSEE, under the same terms and conditions set forth herein.

9. This written agreement constitutes the entire agreement between the parties and may be amended only by written agreement properly executed by the parties. No verbal instructions, understandings, etc., nor letter or documents signed by one of the parties shall be permitted to operate as an amendment to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and License on the date first above written.

CITY OF LIBERTY

By: _____
Carl Pickett, Mayor

LICENSEE

By: _____
Jeannie Taylor

STATE OF TEXAS §
COUNTY OF LIBERTY §

On this _____ day of _____, 2014, personally appeared before me Carl Pickett, who being sworn, did say that he is the Mayor of the City of Liberty, and that the foregoing instrument was signed on behalf of the CITY OF LIBERTY, by authority of law.

Attachment: License to Encroach Agreement (3112 : License to Encroach-Tennessee St.)

_____
NOTARY PUBLIC

My Commission Expires:
_____

STATE OF TEXAS §
COUNTY OF LIBERTY §

On this _____ day of _____, 2014, personally appeared before me and was signed by Jeannie Taylor.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Attachment: License to Encroach Agreement (3112 : License to Encroach-Tennessee St.)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Bell Tower

COUNCIL ACTION (ID # 3107)

DOC ID: 3107

.

BRAVE / ARCHITECTURE B/A

6 May 2014

Proposed Carl

Carl Pickett
Pickett & Pickett, P.C.
P. O. Box 10225
524 Travis
Liberty, Texas 77575

RE: Proposal for Architectural Services for "New Liberty Bell Tower, Landscaping and Parking" for the City of Liberty, Texas

Dear Carl,

We are happy to submit this proposal for architectural services for your consideration in connection with the new Liberty Bell Tower Project for your city. As we have completed the preliminary design for this project, this proposal addresses completion of the Schematic Design through the Construction Documents phases of the project in preparation for obtaining a permit from the City of Liberty, negotiating a Construction Contract with the General Contractor of your choice, and performing Construction Administration through the completion of construction of the project.

We are prepared to begin work upon approval of this proposal and will prepare a more formal AIA contract for this work.

SCOPE OF WORK

We understand from our conversations with you that our work will be limited to Areas A+B of the approved design, A-Tower and Landscaping and B-New Parking Area.

We also understand that the City of Liberty may have an existing relationship with a Civil Engineer who could provide a current survey of the property and a Geotechnical Engineer who could provide a current geotechnical report on the property. We will coordinate our work with those professionals.

Our proposal, based on the previous 'Probable Construction Costs' submitted to you on 2/11/2014, provides allowances for all required consultants. A revised copy, labeled 'Professional Fee Structure + Estimate of Probable Construction Costs- Areas A+B' is attached to this proposal.

SCOPE OF BASIC SERVICES

A. Schematic Design and Design Development

1. Develop plans, elevations and sections indicating dimensions, materials, and finishes of the tower, surrounding areas, and parking

Attachment: Bell Tower Proposal (3107 : Liberty Bell Tower)

2. Structural design, with Structural Engineer and Steel Tower fabricator, based on information in the Geotechnical Report
3. Develop electrical and plumbing systems with Consulting MEP Engineers
4. Develop landscape plan with Landscape Architect
5. Develop final site design with your Civil Engineer, based on a current survey
6. Code analysis to ensure compliance and accessibility
7. Progress review meetings with you

B. Permitting, Bidding and Construction Documents Phases

1. Produce site plan/site details, floor plans, tower elevations, wall sections, details and schedules, and any and all other drawings and details deemed appropriate by us to illustrate the scope of work
2. Completion of Structural, Electrical and Plumbing drawings
3. Completion of site design in coordination with your Civil Engineer
4. Completion of landscape and irrigation design with Landscape Architect
5. Incorporate building department comments in documents based on city plan review
6. Progress review meetings with you
7. Submit the Project to required State of Texas officials for an Accessibility Review [*This submission is a State requirement and both the Architect and the Client are obligated to comply with it. The City of Liberty will be responsible for paying the State's plan reviewer for the cost of this Accessibility Review and associated State review and inspection fees, and are not included in this proposal.]*

C. Construction Contract Administration

1. Assistance will be provided to you as needed while negotiating the project with your selected General Contractor.
2. Provide written interpretation and clarification of documents and distribution of Addenda as required
3. Evaluating pricing presented by the General Contractor
4. Conduct pre-construction conference with the Client, the Architect, the Consulting Engineers, the General Contractor and major trade sub-contractors
5. Interpret and clarify construction documents for execution and progress of work
6. Review shop drawings and submittals as required by the plans and specifications after the General Contractor has reviewed them for conformance with the terms of the contract for construction
7. Review and process the monthly pay requests as needed
8. Provide review of each shop drawing, product data item, sample, and other submittals
9. Provide visits to the site over the duration of the Project during construction
10. Provide Construction Contract Administration services for the Project from authorization to proceed to General Contractor to Substantial Completion

COMPENSATION

The fees in this proposal are based on the current preliminary design.

Architectural Services

1. Architecture	35,200

Attachment: Bell Tower Proposal (3107 : Liberty Bell Tower)

2. Tower Construction Design and Management	8,800
Consultants Services (allowances)	
1. Structural Engineering	9,900
2. Electrical and Plumbing Engineering	8,800
3. Landscape Architecture	16,500
Fees	**$79,200**

Owner-Provided Consultants (allowances, not included in Fees above)	
1. Geotechnical Investigation,	3,267
2. Civil Engineering	7,260

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Architect and his consultants in the interest of the project. Reimbursable Expenses will be billed at a rate of cost plus fifteen percent (15%). Reimbursable expenses may include, but are not limited to, the expenses listed below:

1. Transportation in connection with the Project @ current standard IRS rate
2. Fees paid for securing approval of authorities having jurisdiction over the Project
3. Reproductions, plots, standard form documents, postage, handling, and delivery of instruments of service
4. Other similar direct project-related expenditures

ADDITIONAL SERVICES

Additional Services, if required, will be estimated in advance for the Client's approval and will be invoiced monthly. The Architect would not proceed with Additional Services unless the Client issues written authorization.

PAYMENTS

Payments on account of services rendered and for reimbursable expenses incurred will be made monthly by the Client upon receipt of the Architect's invoice or statement of services in accordance to the percentage of work completed.

Amounts unpaid thirty (30) calendar days after the invoice date shall bear interest at the legal rate.

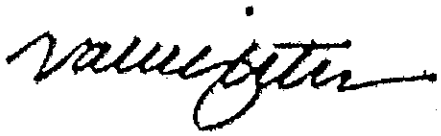
QUALIFICATIONS

1. The Architect will provide the services stated above
2. Consultants listed above are included in the scope of work and/or fee in this proposal as allowances
3. Civil engineering and/or surveying are excluded from this proposal; the Architect will coordinate the work of the Client's Civil and Geotechnical Engineers

Attachment: Bell Tower Proposal (3107 : Liberty Bell Tower)

4. Consultants not included in this proposal can be added to the Architect's scope of work at cost plus 10%
5. Permitting fees are not included in this proposal
6. An AIA agreement shall be in place before commencement of work

For: **BRAVE / ARCHITECTURE**



Val Glitsch, FAIA
Principal

5/6/14
Date

Attachment: Bell Tower Proposal (3107 : Liberty Bell Tower)

Professional Fee Structure +
Estimate of Probable Construction Costs - Areas A & B

Liberty Bell Tower, Landscaping and Parking, Liberty, TX
05/06/14

Area A - Tower and Landscaping	Architecture Soft Costs	Owner Soft Costs	Construction Cost Estimate
Steel Tower Construction & Erection			
Steel Tower Construction & Erection			$160,000
Tower Foundation			$20,000
Tower Construction Design (Shop Drawings)			$24,000
Hardscape			
Ramps & Walks			$27,000
Curved Concrete Walls			$38,000
Steps			$10,000
Base			$8,000
Lighting Allowance			$12,000
Irrigation Meter Allowance			$3,000
Landscape			
Trees			$6,000
Shrubs & Groundcover			$18,500
Turf			$1,000
Irrigation			$12,000
Irrigation Meter Allowance			$3,000
Contingency			
10% on Construction Costs			$34,250
Professional Fees			
Architecture	$30,800		
Tower Construction Design Assist & Management Fee	$8,800		
Structural Engineering Allowance	$9,900		
Electrical and Plumbing Engineering Allowance	$8,800		
Landscape Architecture Allowance	$13,200		
Owner-Provided Consultants			
Geotechnical Investigation		$3,267	
Civil Engineering Allowance (Areas A & B)		$7,260	
Subtotal: Area A	**$71,500**	**$10,527**	**$376,750**
Area B - New Parking Area			
Construction			
Selective Demolition			$15,000
Paving (+/- 18 to 20 spaces)			$40,000
Ramps & Walks			$9,000
Miscellaneous Landscaping			$6,000
Lighting not included			
Contingency			
10% on Construction Costs			$7,000
Professional Fees			
Architecture	$4,400		
Landscape Architecture Allowance	$3,300		
Subtotal: Area B	**$7,700**		**$77,000**
GRAND TOTAL	**$79,200**	**$10,527**	**$453,750**

Attachment: Bell Tower Proposal (3107 : Liberty Bell Tower)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3108)

DOC ID: 3108

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3109)

DOC ID: 3109

.

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "Amendment") dated _____ 15, 2014 (the "Effective Date") is between Port of Liberty, Chambers-Liberty Counties Navigation District and the City of Liberty, Texas ("Lessor") and Schlumberger Technology Corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee previously executed a Lease Agreement dated on or about April 1, 2011 (the "Lease") and Letter Agreement dated February 8, 2013, pursuant to which Lessor leased to Lessee property located at_____, Liberty, Texas, more particularly described in Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged and confessed, Lessor and Lessee have agreed and do hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed thereto in the Lease.

2. Extension of Lease Term. The Lease Term is hereby extended for an additional period of one (1) year, commencing on April 1, 2014 and ending on March 31, 2015.

3. Rent. Rent for the Renewal Term shall remain $24,000.00 per year, payable in equal monthly installments of $2,000.00.

4. Renewal Option. The Lessee shall have the right (the "Renewal Option"), but not the obligation, to extend the Term for two (2) renewal terms of one (1) year (the "Renewal Term"), at a rental rate mutually agreed upon by Lessor and Lessee. To exercise the Renewal Option, Lessee must give Lessor written notice of such election at least thirty (30) days prior to the expiration of the current Renewal Term.

5. Entire Agreement. The Lease, as amended by this Amendment, sets forth all the covenants, conditions or understandings between Lessor and Lessee with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto with respect to such subject matter.

Attachment: Lease Amendment-Schlumberger (3109 : Lease Agreement-Schlumberger)

6. Status of Lease. The Lease, as amended by this Fourth Amendment, is in full force and effect and is binding upon and enforceable by Lessor and Lessee in accordance with its terms.

7. Counterparts; Electronic Signatures. This Amendment may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Amendment. Delivery of executed counterparts of this Amendment by facsimile or electronic transmission (e-mail) shall be equally effective as delivery of an executed, original counterpart of this Amendment. Either any party delivering an executed counterpart of this Amendment by facsimile or electronic transmission shall also deliver an executed, original counterpart of this Amendment, but the failure to deliver an executed, original counterpart shall not affect the validity, enforceability and binding effect of this Amendment.

IN WITNESS WHEREOF, this Lease is hereby executed as of the Effective Date.

Port of Liberty

By: _____
Name: _____
Title: _____

Chambers-Liberty Counties Navigation District

By: _____
Name: _____
Title: _____

City of Liberty

By: _____
Name: _____
Title: _____

"Lessors"

SCHLUMBERGER TECHNOLOGY CORPORATION

By: _____
Name: _____
Title: _____

"Lessee"

Attachment: Lease Amendment-Schlumberger (3109 : Lease Agreement-Schlumberger)

Exhibit "A"

(Legal description)

A 2.955 acre tract of land out of Lot One (1), Outer Block Twenty-nine (29), City of Liberty, Abstract No. 359, Liberty County, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at a point South 01° 08' 00" West 228.38 feet and South 89° 52' 00" East 11.0 feet from the northwest corner of said Lot One (1), Outer Block Twenty-nine (29), a 5/8ths inch iron rod set on the east margin of Fort Worth Street for the northwest corner of this tract;

THENCE South 89° 37' 35" East 315.20 feet to a 5/8ths inch iron rod set for the first northeast corner of this tract;

THENCE South 01° 08' 00" West 137.0 feet to corner;

THENCE South 89° 37' 35" East 49.0 feet to a 5/8ths inch iron rod set on the west margin of the S.P.R.R. right-of-way for the second northeast corner of this tract;

THENCE South 22° 06' 05" West 98.80 feet along the west margin of the said S.P.R.R. right-of-way to a point of curve thereon, said curve having a degree of curve of 15° tangent 237.182 arc length 421.711;

THENCE Southwesterly along and with the above mentioned curve 421.711 feet to a 5/8ths inch iron rod on the east margin of Fort Worth Street for the southwest corner of the tract herein described;

THENCE North 00° 09' 00" East 458.0 feet along the east margin of said Fort Worth Street to the PLACE OF BEGINNING, together with all improvements thereon.

Attachment: Lease Amendment-Schlumberger (3109 : Lease Agreement-Schlumberger)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 3110)

DOC ID: 3110

.

CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	AM10-12	Date Prepared:	9/17/2014

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Liberty Fire Department	Contractor:	Southwest Ambulance Sales, LLC
Contact Person:	Brian Hurst	Prepared By:	Gretchen Peters
Phone:	936-336-3922	Phone:	210-788-2719
Fax:		Fax:	210-247-6179
Email:	bhurst@cityofliberty.org	Email:	gretchen@southwestambulancesales.com

Product Code:	KKA11	Description:	Type II Crusader Plus, Ford E-350 SRW

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 56340

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please see attached	2396		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	2396

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please see attached	274		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	274

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	59010	=	Subtotal D:	59010

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 60010

HGACBuy THE SMART PURCHASING SOLUTION

Liberty Fire Department

HGAC Contract #AM10-12

Unpublished Options

OEM door retention straps ***$274***

TOTAL: $274

Liberty Fire Department

HGAC Contract #AM10-12

Published Options

LED grill lights w/grill housings / RED ***$458***

Rear Step (flip up) Van Only ***$403***

Hinged panel at AA wall for access ***$163***

Upgrade from base floor covering ***$748***

Upgrade wiring for LED ***$624***

TOTAL: $2,396

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/14 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3111)

DOC ID: 3111

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