



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, October 28, 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 # 3135)

Proclamation-Liberty Lions Club 75th Anniversary

2. Information Item (ID # 3136)

Finance Report - N. Herrington, Finance Director

3. Information Item (ID # 3137)

Sam Rayburn Municipal Power Agency - Mayor Pickett

4. Information Item (ID # 3138)

Houston-Galveston Area Council - Councilperson Jordan

5. Information Item (ID # 3139)

Recycling Report - Councilperson Huddleston

IV. WORK SESSION**1. Work Session (ID # 3142)**

Work Session regarding various issues related to the regulation of Recreational Vehicle Parks.

V. REGULAR AGENDA**A. Regular Session****1. Council Action (ID # 3146)**

Consider ratifying the Liberty Community Development Corporation's action regarding a Bicycle Route Project.

- Bicycle Routes (PDF)
- Bicycle Route Signage (PDF)

2. Council Action (ID # 3147)

Consider ratifying the Liberty Community Development Corporation's grant to the Trinity River National Wildlife Refuge, "From Crosswalks to Boardwalks" Project.

- Terracon - Boardwalk (PDF)

3. Ordinance (ID # 3140)

Consider action to amend the City of Liberty Code of Ordinances Section 10.02.122 regarding setback lines in the downtown area.

- Agenda Item Form-Setbacks-Downtown (DOCX)

4. Council Action (ID # 3141)

Consider quotes received for rehabilitation of the Beaumont Lift Station, and take any action deemed necessary.

- Agenda Item Form- Beaumont Lift Station (DOCX)
- Beaumont Lift Station Quotes (PDF)

5. Council Action (ID # 3143)

Consider a process for selection of a police chief, and take any action deemed necessary.

6. Council Action (ID # 3144)

Consider a Tax Abatement Agreement between the City of Liberty and Sjolander Aviation, LLC.

- Tax Abatement Agreement (PDF)

7. Resolution (ID # 3145)

Consider a Resolution in support of a grant from Texas Parks & Wildlife for construction of a boat ramp on the Trinity River.

8. Council Action (ID # 3148)

Discussion of a City-wide clean-up project, and take any action deemed necessary.

9. Ordinance (ID # 3149)

Consider action to amend the City of Liberty Code of Ordinances with respect to the regulation of Recreational Vehicle Parks.

10. Council Action (ID # 3150)

Consider possible action to grant a variance as to certain requirements of the City of Liberty Ordinances with respect to the regulation of Recreational Vehicle Parks.

- Variance RV Park-Resolution (DOCX)

11. Council Action (ID # 3151)

Discussion regarding allocation of proceeds from the sale of City property on Hwy. 90, and take any action deemed necessary.

12. Council Action (ID # 3152)

Discussion regarding allocation of Sam Rayburn Municipal Power Agency funds, and take any action deemed necessary.

13. Council Action (ID # 3153)

Consider possible action on the purchase of holiday decorations for the City of Liberty.

VI. 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 October, 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

3.1

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Proclamations

INFORMATION ITEM (ID # 3135)

DOC ID: 3135



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.2

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3136)

DOC ID: 3136



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.3

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3137)

DOC ID: 3137



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.4

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3138)

DOC ID: 3138



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.5

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3139)

DOC ID: 3139



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.1

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Recreational Vehicle Parks

WORK SESSION (ID # 3142)

DOC ID: 3142



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.1

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3146)

DOC ID: 3146

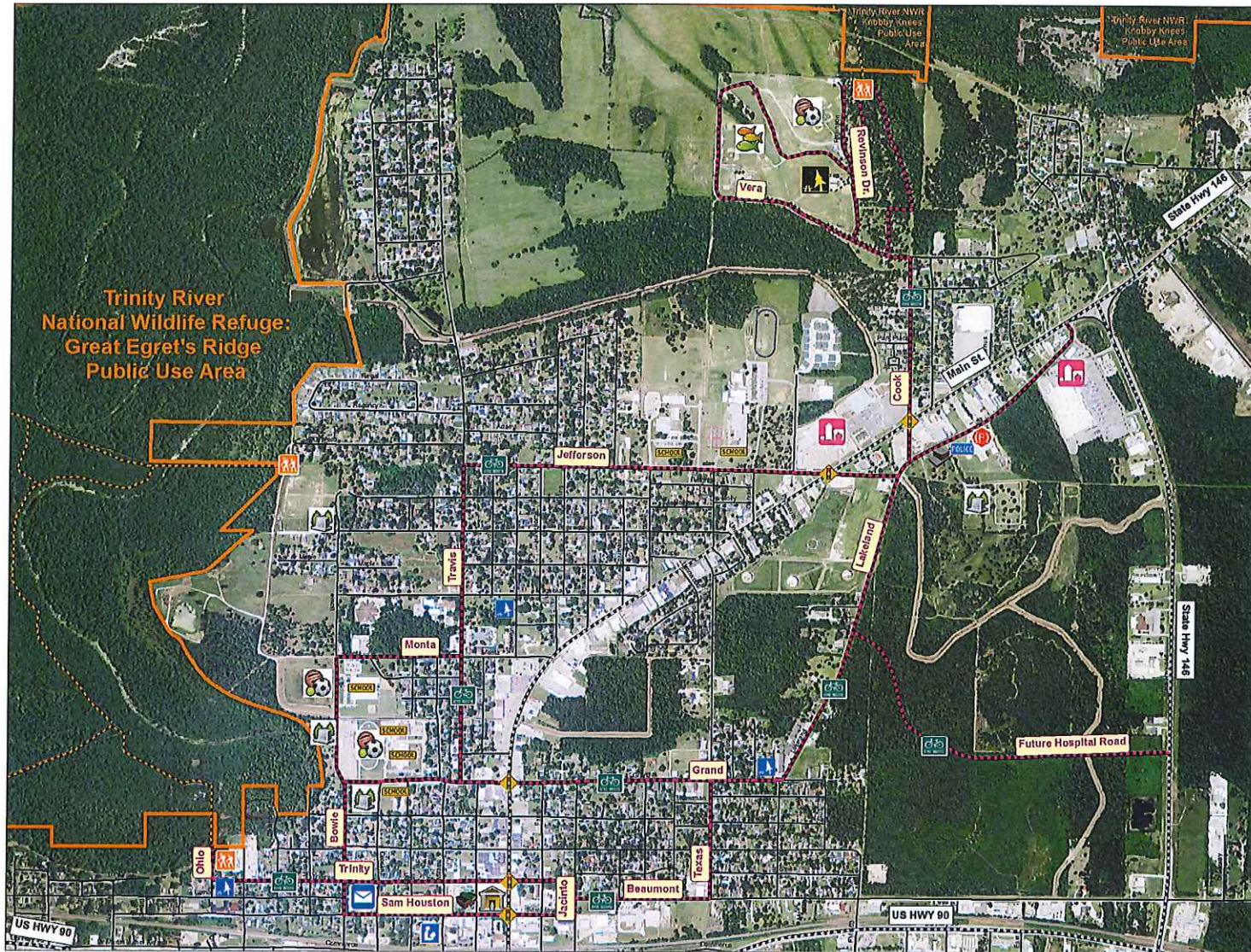


U.S. Fish and Wildlife Service

Southwest Region 2

Possible Bike Routes

Trinity River NWR/City of Liberty/Liberty Area Bicycle Club



Legend

Points of Interest:

- Liberty ISD
- Fishing
- Bike Route
- Liberty Municipal Park
- Pocket Parks
- Refuge Hiking Trails
- Sports
- Grocery Store
- Traffic Signal
- Community Building
- Liberty City Hall
- Liberty Co. Courthouse
- Liberty Fire Dept
- Liberty Police Dept
- Library/Cultural Center
- US Post Office
- Cemetery
- Proposed Bike Routes
- Roads above 35 mph
- Roads below 35 mph
- Refuge Hiking Trails
- Refuge Boundaries

0 0.15 0.3 0.6 0.9 1.2 Miles

Bike Routes City of Liberty and
Updated 10/2018



U.S. Fish and Wildlife Service

Southwest Region 2

Possible Bike Routes

Trinity River NWR/City of Liberty/Liberty Area Bicycle Club

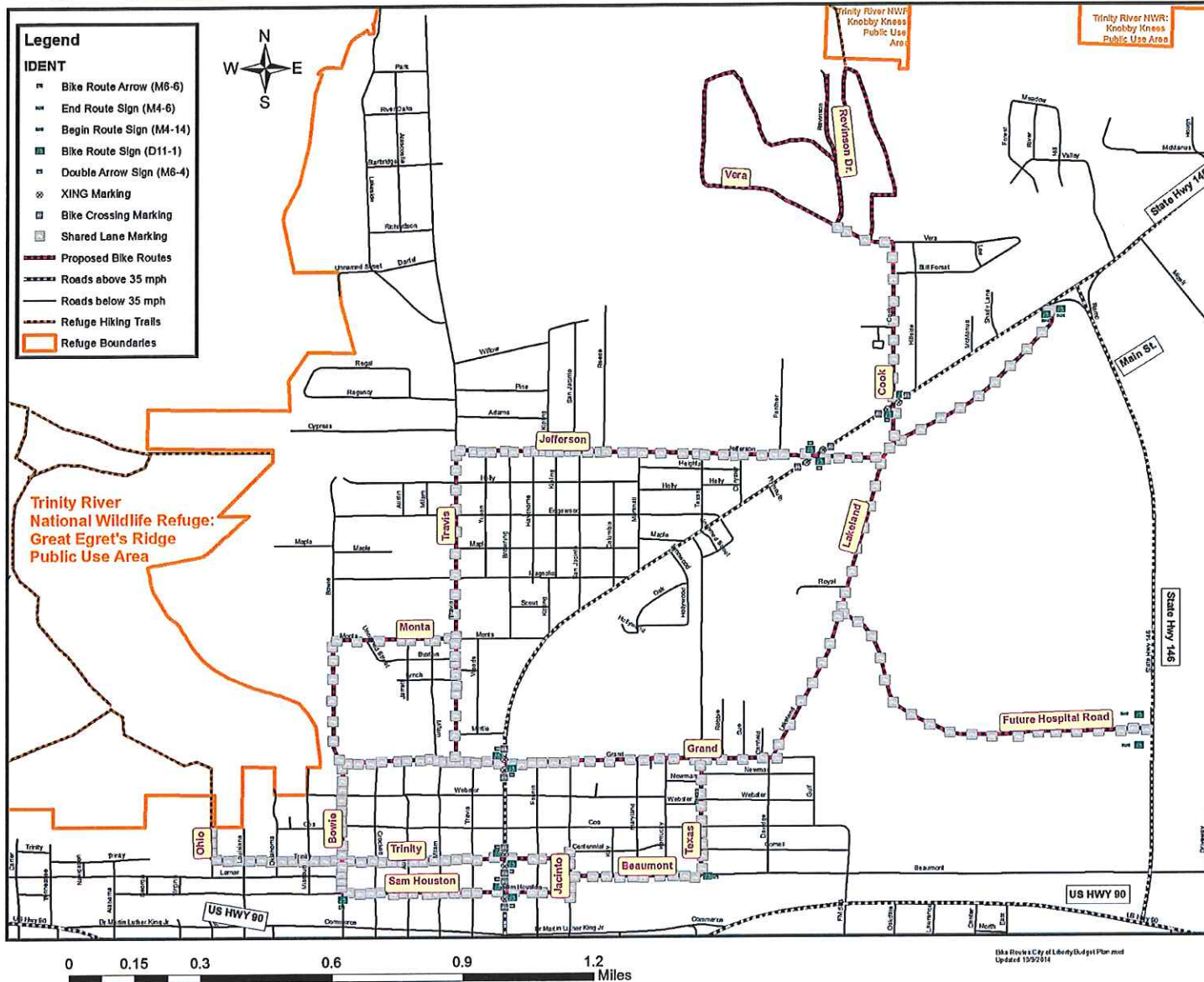
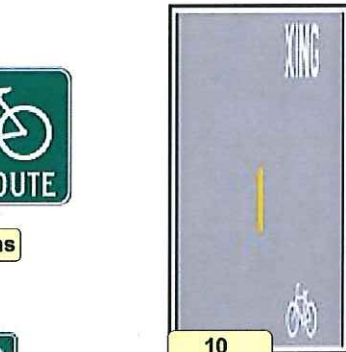
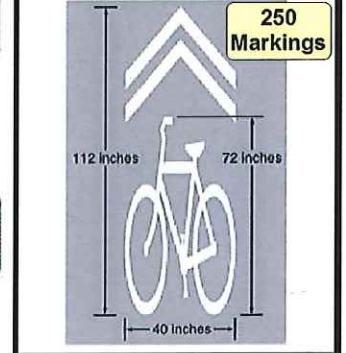
M6-4
9 SignsM6-6
2 SignsD11-1
16 SignsM4-14
2 SignsM4-6
Two Signs

Figure 9C-9. Shared Lane Marking

Bike Routes City of Liberty Budget Plan
Updated: 10/2014

BIKE SIGN BUDGET

10/21/2014

SIGNS

9 SIGNS	↔	\$25.00	=	\$225.00
9 POSTS/BRACKETS		\$55.00	=	\$495.00
2 SIGNS	↑→	\$25.00	=	\$50.00
2 POSTS/BRACKETS		\$55.00	=	\$110.00
16 BIKE ROUTE		\$30.00	=	\$480.00
16 POSTS/BRACKETS		\$55.00	=	\$880.00
2 BEGINNING		\$21.00	=	\$42.00
2 POSTS/BRACKETS		\$55.00	=	\$110.00
2 END		\$21.00	=	\$42.00
2 POSTS/BRACKETS		\$55.00	=	\$110.00

STENCILS

1 BIKE	\$70.00	=	\$70.00
1 ARROW	\$30.00	=	\$30.00
1 CROSSING	\$40.00	=	\$40.00
1 BIKE	\$60.00	=	\$60.00
			<u>\$2,744.00</u>

PAINT

20 GALLON	\$60.00	=	\$1,200.00
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CEMENT

25 BAGS	\$12.00	=	\$300.00
			<u>\$4,244.00</u>



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 Fri 8am - 6pm EST

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Home > Bike Signs > Bike Route Signs

Bike Route Signs

34665



Whether you live in a city, the suburbs or the country, Bike Route signs help label roads and direct bikers. Specially marked bike routes ensure that bikers can cycle quickly and safely without worrying about pedestrians or cars. Our high quality reflective Bike Route signs and arrows make sure that paths are marked clearly even at night. Choose from our large selection of Bike Route signs, as well as the webs largest selection of Bicycle Traffic signs.

- Bike route signs ensure a safe, pleasant and fast trip for all bicyclists.
- Bike route signs are perfect for cities, suburbs and the country.
- Our high grade reflective signs mean that routes are clearly marked even at night.
- Scroll over signs for more details.

Also See ...

- [Drive Safely Signs](#)
- [Pedestrian Crossing Signs](#)

Best Selling Bike Route Signs

(34666)

zoom Buy Now (Bicycle symbol) Bike Route 18"x24" \$20.95	zoom Buy Now Man Riding Bike Symbol with Arrow 32"x48" \$59.87	zoom Buy Now No Motor Vehicles 24"x24"	zoom Buy Now (Bicycle symbol) Bike Lane 24"x30"	zoom Buy Now Bike Route with Graphic Sign 12"x18" \$17.17
zoom Buy Now Begin Right Turn Lane (arrow symbol) Yield to Bikes 30"x36"	zoom Buy Now Bicyclist Symbol 24"x24" \$32.17	zoom Buy Now Man Riding Bike Symbol 32"x54" \$67.37	zoom Buy Now Bike Route (With Symbol) 12"x18" to 18"x24" \$29.87	zoom Buy Now Bike (With Man Riding Bike Symbol) 12"x12"
zoom Buy Now Bikes Ok 12"x24"	zoom Buy Now Bike (With Man Riding Bike Symbol) 18"x18" to 24"x24"	zoom Buy Now Lane Ahead (With Man Riding Bike Symbol) 12"x18"	zoom Buy Now Bike Route (With Symbol) 12"x18" to 18"x24" \$29.87	zoom Buy Now Bicyclist Symbol Stencil 24"x24" \$32.17

Other Bike Route Signs

(35572)



Bicycle Traffic Signs



Share the Road Signs



Supplemental Signs for Bike Routes



Walk Your Bike Signs



Bike Stencils



Bike Signs



Bike Crossing Signs

\$17.17
\$32.15
\$24.95
\$32 - \$70

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Visitor No. 79918467



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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.2

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3147)

DOC ID: 3147



October 3, 2014

Friends of Trinity River Refuge
P.O. Box 12
Liberty, Texas 77575

Attn: Ms. Lisa Holmes
President
P: (713) 366.9359
E: LisaShepHolmes@verizon.net

Re: Cost Estimate for Geotechnical Engineering Services
Boardwalk – Trinity River National Wildlife Refuge
Liberty County, Texas
Terracon Document No. P97140204

Dear Ms. Gonzales:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0. PROJECT INFORMATION

The project is the construction of 500 linear feet of boardwalk along segments of a walking trail within the Trinity River National Wildlife Refuge near Liberty in Liberty County, Texas. Plans are to use Diamond Pier® Pin Foundations to support the boardwalk.

2.0. SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is provided in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling a total of 5 test borings to depths of 10 feet (or refusal) along the alignment of the boardwalk. Borings will be located by Terracon using a hand-held GPS unit, and with possible assistance from the client. Boring depths will be measured from existing grade.

The borings will be advanced using hand-held augering equipment. Test samples will be collected from the auger. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings at the completion of our field activities.



Terracon Consultants, Inc. 11133 I-45 South, Building T Conroe, Texas 77302
P [936] 634 5044 F [936] 634 8177 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Cost Estimate For Geotechnical Engineering Services
Boardwalk – Trinity River NWR ■ Liberty County, Texas
October 3, 2014 ■ Terracon Document No. P97140204
Page 3

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4.0 CLOSURE

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this letter, please sign and return a copy of the accompanying Agreement to our office along with any necessary access agreements. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this document, please feel free to contact us. We appreciate this opportunity and look forward to working with you on this project.

Sincerely,
Terracon Consultants, Inc.
(Texas Registration No. F-3272)


Bobbie Sue Hood, P.E.
Geotechnical Services Manager


Simon Bandza
Staff Engineer

Attachments: Agreement for Services

Cc: Laurie Lomas Gonzales, U.S. Fish and Wildlife (email)

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Friends of Trinity River Refuge ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Boardwalk - Trinity River National Wildlife Refuge project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/02/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

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commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By: *Bobbie Sue Hood* Date: **10/3/2014**
 Name/Title: **Bobbie Sue Hood / Principal**
 Address: **11133 I-45 South Bldg. T**
Conroe, TX 77302
 Phone: **(936) 539-1384** Fax: **(936) 539-9622**
 Email: **bshood@terracon.com**

Client: **Friends of Trinity River Refuge**
 By: _____ Date: _____
 Name/Title: **Lisa Holmes / President**
 Address: **P.O. Box 12**
Liberty, TX 77575
 Phone: **(713) 366-9359** Fax: _____
 Email: **LisaShepHolmes@verizon.net**

Reference Number: P97140204



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.3

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Miscellaneous Issues

ORDINANCE (ID # 3140)

DOC ID: 3140 A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 10.02.122, FIGURE 5 BY REMOVING ALL MINIMUM LOT SIZE AND BUILDING SETBACK LINES FOR STRUCTURES LOCATED WITHIN THE DOWNTOWN AREA; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, by adoption of previous ordinances, The City Council of the City of Liberty, Texas established regulations regarding lot improvements; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to amend the ordinance and change the minimum lot sizes and setback lines for structures located in the downtown area, as defined in Article 3.09 Section 3.09.125 District boundaries.

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

Section 1: Article 10.02.122 Figure 5 of the Code of Ordinances of the City of Liberty is amended as follows:

Sec. 10.02.122. Lot Improvements

Figure 5. Minimum Lot Requirements

Residential Type	Minimum Lot Areas	Minimum Lot Dimensions		Front Setback	Side Yard	Back Yard	Outside Side Yard/Corner Lot
		Inside Lot	Corner Lot				
Standard Single-Family Residential Manufactured/Mobile Home (see provisions of Manufactured/Mobile Home Ordinance)	6,000 SF	60'(W) 100'(D)	75'(W) 100'(D)	20'	7.5' 15'***	10'	10'
Duplex	11,500 SF (See Footnote)	105'(W) 110'(D)	120'(W) 110'(D)	20'	7.5' 15'***	10'	10'

	B)						
Townhouse or Garden Apartments (1)	2,000 SF	20'(W) 100'(D)	35'(W) 100'(D)	5'	N/A	10'	10'
Patio Homes	4,500 SF	45'(W) 100'(D)	55'(W) 100'(D)	5'	10'	10'	10'
Apartment Complexes	8,000 SF	80'(W) 100'(D)	95'(W) 100'(D)	5'	N/A	10'	10'
Commercial Type	6,500 SF	65'(W) 100'(D)	80'(W) 100'(D)	5'	N/A	10'	10'
Downtown Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(1) Maximum density: 10 per acre. Minimum units in project: 10. Minimum units in cluster: 3. Maximum units in cluster: 6.

*Exception - Corner Lots are required to be larger

**W = Width; D = Depth; width is measured at the front setback line

***Structure cannot be any closer than fifteen (15) feet to adjacent structures (e.g. house or business building)

Footnote A: Five (5) feet or (15'***)) side yard is required for unit(s) adjacent to single-family residence, manufactured/mobile home, or duplex unit

Footnote B: Lot for duplex residential unit (two (2) dwellings)

Section 2: 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 3: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of

Liberty, this 28th day of October, 2014.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: October 28, 2014
Agenda Item No. V.A.3
Agenda Wording: Consider action to amend the City of Liberty Code of Ordinances Section 10.02.122, regarding setback lines in the downtown area.
Department: Building Inspections
Subject: Amend Section 10.02.122 Table 5 Minimum Lot Requirements regarding setbacks in the downtown area.
Background: When the City of Liberty's Code of Ordinances was recodified in 2009 modifications were made to the Subdivision Ordinance. One of the modifications made to the Subdivision Ordinance dealt with building setbacks in the downtown area. The current Subdivision Ordinance requires the same building setbacks for all areas within the City, including the downtown area. The downtown area, as defined in the Code of Ordinances, begins at the intersection of Dr. Martin Luther King, Jr. Blvd. and Milam and heads north on Milam to the intersection of Milam and Grand, then continues east on Grand to the intersection of Grand and San Jacinto, then continues heading south on San Jacinto to the intersection of San Jacinto and Dr. Martin Luther King, Jr. Blvd., then heading west on Dr. Martin Luther King, Jr. Blvd. to the intersection of Dr. Martin Luther King, Jr. Blvd. and Milam. If new development was to occur in the downtown area, a 20' and 7.5' front and side setbacks, respectively, would be required under the current subdivision Ordinance. Staff is recommending zero setbacks be required in the downtown area. The Planning and Zoning Commission approved the change in setbacks by a 5-0 vote.
Fiscal Impact: NA
Staff Recommendation: Staff recommends approval.
Purpose: This change will ensure orderly development of downtown properties.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.4

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Water Issues

COUNCIL ACTION (ID # 3141)

DOC ID: 3141

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: October 28, 2014
Agenda Item No. V.A.4
Agenda Wording: Consider quotes received for rehabilitation of the Beaumont Lift Station, and take any action deemed necessary.
Department: Water/Wastewater
Subject: Rehabilitation of the Beaumont Lift Station.
Background: The Beaumont Lift Station was constructed in the 1970's and has begun to experience pump and control panel failures. The most recent failure involved the self-priming pumps. Based on the age and condition of the lift station a complete rehabilitation is required. Three quotes were received to install two (2) 3-Phase/4 inch 10.0 HP submersible pumps, a stainless steel control panel and appurtenances. The quotes ranged from a low of \$26,801 to a high of \$29,227.50. The low quote was provided by Hahn Equipment Co., Inc. of Houston.
Fiscal Impact: Funds are available in the Water/Wastewater Budget.
Staff Recommendation: Staff recommends awarding the rehabilitation work to Hahn Equipment Co., Inc.
Purpose: The rehabilitation of the Beaumont Lift Station will ensure the proper operation of the sanitary sewer system in this area.

Attachment: Agenda Item Form- Beaumont Lift Station (3141 : Beaumont Lift Station Quotes)

HAHN EQUIPMENT Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Mr. Roger Drews

COMPANY: City of Liberty

DATE: October 6, 2014

FROM: Vester Hasson

RE: Beaumont & Forest Hills Pump
Replacement

HAHN EQUIPMENT CO., INC. is pleased to submit the following for the Beaumont LS:

2 – NS-3127, 230V/3Phase/ 4", 10.0HP Submersible Non Clog Pump with 438 Impeller and 50' of electrical cable. Suction Hose, Flange Adaptors, Check Valve, and Labor to install in existing Self-Primer wet well. 1) SS control panel for above with GFCI Outlet and switch for work light to be installed in field.

Total \$26,801.00

HAHN EQUIPMENT CO., INC. is pleased to submit the following for the Forest Hills LS:

2 – NS-3102, 230V/3Phase/ 4", 5.0HP Submersible Non Clog Pump with 463 Impeller and 50' of electrical cable. Suction Hose, Flange Adaptors, Check Valve, and Labor to install in existing wet well. 1) SS control panel for above with GFCI Outlet and switch for work light to be installed in field.

Total \$22,553.00

Note: This quote includes only what is specifically mentioned above.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 10 - 12 weeks after receipt purchase order.

TERMS OF PAYMENT: 1% 10 days/net 30 from the date of the invoice, with approved credit

Sincerely,

Vester Hasson
Sales Representative
HAHN EQUIPMENT CO., INC.

Attachment: Beaumont Lift Station Quotes (3141 : Beaumont Lift Station Quotes)



Pumps, Motors and Controls

281-477-7867

Date : 10/13/14
To: Roger Drews
Subj: Lift Station Pumps

Neil Technical is pleased to quote the following lift station work.

Beaumont Lift Station

Supply and install (2) Flygt NS-3127 pumps. 230V/3, 4", 10hp, 438 impeller.
Pumps to be installed in existing self-primer wet well.
To include suction hose, flange adapters and check valve.
One SS control panel up top with GFI and switch for light.
Total Parts and Labor.....\$ 29,227.50

Forest Hills Lift Station

Supply and install (2) Flygt NS-3102 pumps. 230V/3, 4", 5hp, 463 impeller.
Pumps to be installed in existing self-primer wet well.
To include suction hose, flange adapters and check valve.
One SS control panel up top with GFI and switch for light.
Total Parts and Labor.....\$ 25,127.50

Pumps have a 10 to 12 week delivery

Mark Wyckoff
Neil Technical Services

Attachment: Beaumont Lift Station Quotes (3141 : Beaumont Lift Station Quotes)



All-Pump & Equip. Co.

5811 KANSAS HOUSTON, TEXAS 77007-1199

Pumps & Controls • Repair or Replace

Phone
(713) 868-1434

Fax
(713) 868-1375



10/14/2014

QUOTE # H9471

SOLD TO:

SHIP TO:

JOB #

CITY OF LIBERTY
1829 SAM HOUSTON
LIBERTY, TX 77575

Description	Total
All-Pump & Equip.Co is pleased to quote the following:	
Supply and install the following at the Beaumont Lift Station:	28,350.00
* Two (2) 3127 Flygt 10hp 4" Pump, 438 impeller	
* Suction hose, Flange adaptors, and Check Valves	
* One (1) Stainless Steel Control Panel w/GFCI & Switch	
* Labor to install, run & test	
Supply and install the following at the Forest Hills Lift Station	24,150.00
* Two (2) 3102 5HP Flygt pumps w/463 impellers	
* Suction hose, Flange adapters, and Check Valves	
* One (1) Stainless Steel Control Panel w/GFCI outlet & switch	
* Labor to install, run & test	
Respectfully Submitted, Gary McEntire	
QUOTE GOOD FOR (30) DAYS IF IN AGREEMENT, PLEASE SIGN & RETURN	

Attachment: Beaumont Lift Station Quotes (3141 : Beaumont Lift Station Quotes)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.5

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Employee Issues

COUNCIL ACTION (ID # 3143)

DOC ID: 3143



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.6

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3144)

DOC ID: 3144

TAX ABATEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF LIBERTY

This instrument is an Abatement Agreement executed by and between the City of Liberty, Texas, and Sjolander Aviation, LLC. Its terms and conditions are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

RECITALS

1. The Texas Property Redevelopment and Tax Abatement Act and all amendments thereto ("Law") provide that the governing body of an incorporated City (such as the City of Liberty) has the power to create one or more Reinvestment Zones for the abatement of ad valorem taxes assessed against real and/or personal property provided that certain conditions as detailed in the law are met.
2. Sjolander Aviation, LLC ("Company") owns real property ("Real Property") and/or personal property ("Personal Property") located within the taxing jurisdiction of the City of Liberty ("City").
3. The City has designated by ordinance the real property as Reinvestment Zone No. 3 (three) ("Zone") eligible for the abatement of ad valorem taxes assessed against the real property or certain tangible personal property located thereon. The Ordinance creating the Zone is included as Exhibit A. By virtue of the City following the requirements of the Law in creating the Zone, the City and Company now exercise their rights to enter into this instrument, the terms and conditions of which are detailed below and, with the Exhibits, constitute the full and complete agreement ("Agreement") between the City and Company concerning the abatement of ad valorem taxes assessed against the real property and personal property within the Zone and otherwise payable to the City.

TERMS AND CONDITIONS

1. The first year of Tax Abatement under this Agreement shall be the year following the year in which it is executed unless otherwise noted. All valuations are determined by the Liberty County Central Appraisal District as of January 1st of each year.

2. The percentage of abatement on properties covered are described in Exhibit B attached hereto and made a part hereof.
3. Company will spend a minimum of \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS) on Zone improvements, for use in the Zone.
4. A list of the kind, number and location of all proposed improvements constituting the Facilities are attached to this Agreement as Exhibit C. Employees and/or designated representatives of the City will have access to the Zone during the term of this Agreement to inspect the Facilities to determine if the terms and conditions of the Agreement are being met. All inspections will be made during normal business hours and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facilities. All inspections will be made with one or more representatives of Company, and in accordance with its safety standards.
5. The use of the real property and/or personal property is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Zone during the period that the Property Tax Abatements are in effect. Company will declare the real property to be the tax situs of the personal property and will render both the real property and the personal property with Liberty County Central Appraisal District during each year this agreement is in effect.
6. In the event that company (a) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protests and/or contests; or fails to cure during the Cure Period (as hereafter provided), or (b) violates any of the terms and conditions of this Agreement by failing to make the improvements and repairs or renditions as provided by this Agreement, this Agreement then may be terminated by the City, and all taxes otherwise abated by virtue of this Agreement will be recaptured and paid to the City by Company within sixty (60) days of the termination. As an alternative, the City may in its discretion, not declare the Agreement terminated, but it must certify to Liberty County Central Appraisal District that the company has failed to qualify for an abatement for that tax year.
7. In the event that the Facilities are completed and Company begins operations, but subsequently discontinues operations for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of one year during the abatement period, then this Agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the Facility no longer operates. The taxes otherwise abated for that calendar year shall be paid to City within sixty (60) days from the date of the termination.
8. Company must annually, on or before February 15th of each year, certify to the City Council that it is in compliance with the terms of this Agreement as of January 1st of that year.

9. Should the City determine that company is in default of the terms and conditions of this Contract, then the City shall notify Company at the address stated below of such claimed default, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), this Agreement may be terminated by the City. Any notice of default shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested. In the event the notice is effected by personal delivery, the date and hour of actual delivery shall be the time and date of such notice to Company. Absent a postal strike or other stoppage of the mails, in the event of delivery of notice by registered or certified United States mail, the date and hour following 48 hours after the date and hour at which the sealed envelope containing the notice is deposited in the United States mail, properly addressed, and with postage prepaid, shall be the time and date of such notice to Company.
10. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in Section 312.204 of the Property Redevelopment and Tax Abatement Act.
11. All notices required or contemplated by this Agreement shall be addressed as follows:

If to Company, then to: Sjolander Aviation, LLC, P.O. Box 247, Dayton, Texas 77535

If to the City, then to 1829 Sam Houston, Liberty, Texas, 77575, Attention: Mayor of the City of Liberty, Texas.
12. The terms and conditions of this Agreement are binding upon the successors and assigns of both parties hereto. This Agreement cannot be assigned by company unless permission is first granted by the City, in its sole discretion.
13. This Agreement was approved by the affirmative vote of a majority of the members of the governing body of the City Council of the City of Liberty at a regularly scheduled meeting on the 28th day of October, 2014, and Carl Pickett, Mayor, was authorized to sign on behalf of the City of Liberty, Texas.
14. This Agreement was authorized by Company, and Bill Sjolander of Company was authorized to sign on its behalf.
15. This Agreement is performable in Liberty County, Texas.
16. All values used shall be established by Liberty County Central Appraisal District.
17. The current taxable value of the property of Company in the Zone is:

Real property \$ 0.00

Personal Property	\$ 0.00
Total Base Value	\$ 0.00

NOTE: Values will be confirmed by Liberty County Central Appraisal District prior to execution of Agreement.

18. The City of Liberty hereby exempts from ad valorem real and personal property taxation for the term set forth, the value in the Zone in excess of that stated in (2) above, in accordance with Tax Abatement Agreement Exhibit B, Tax Abatement Schedule.
19. The term of the exemption will be for a period of four (4) years, beginning January 1, 2015. After the term expires, the full value of the improvements shall be included on the tax roll and assessed appropriately, and this Agreement shall terminate.
20. The company shall, within the term of this Agreement, construct or cause to be constructed upon Company's property in the Zone certain improvements and/or repairs as set forth in Exhibit C of this Agreement. Such Exhibits list the kind, number and location of all proposed improvements and/or repairs to the property of Company in the Zone. Make, model and serial number of tangible personal property should be listed when known. However, it is the intent of the City to abate taxes on all improvements and additions in excess of the base value, regardless of whether itemized on Exhibit C.
21. The company agrees to build improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the City and any subdivision, agency, or authority thereof, and prior to commencing shall secure all permits, licenses and authorization required.
22. Upon completion and inspection by the City of the improvements specified in this Agreement, Company and City shall execute a Certificate of Compliance set out in Exhibit D of this Agreement. A copy of this shall be sent to each taxing entity involved, the company and to the Liberty County Central Appraisal District.
23. Should company fail to make the improvements and/or repairs and/or personal property purchases as provided in this Agreement, then all real and personal property tax revenue lost by the City of Liberty from Company's property in the Zone due to this Agreement shall be forthwith paid to the City of Liberty by Company, and this Agreement shall become void.

WITNESS OUR HANDS, this _____ day of October, 2014.

CITY OF LIBERTY, TEXAS

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

Sjolander Aviation, LLC
"Company"

By _____

Title _____



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.

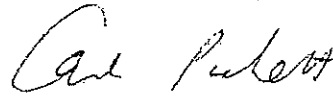
SECTION 8: That the contents of the notice of public hearing, which hearing was held before the City Council on May 13, 2014, and the publication of said notices, are hereby ratified, approved and confirmed.

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

Exhibit A

0.68 ACRE PARCEL

THE STATE OF TEXAS }
COUNTY OF VICTORIA }

Being a 0.68 acre (29,815 Sq. Ft.) parcel situated in the P. P. Dever League, Abstract No. 22, in Liberty County, Texas, and being over and across a 105.2216 acre tract (City of Liberty Airport) according to Liberty County Appraisal District (Property ID#11622) and being a portion of a 24.148 acre tract of land conveyed to the City of Liberty and a 9.036 acre tract of land conveyed from Edmond Fregia, et ux to the City of Liberty dated September 17, 1985 as recorded in Volume 1088, Page 197 of the Deed Records of Liberty County, Texas, said 0.68 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of the herein described parcel, said point being in an existing fence and North 12°10'16" West, a distance of 693.79 feet from the southwest corner of the 9.036 acre tract;

THENCE, South 74°48'32" West, crossing the City of Liberty tract, a distance of 247.74 feet to a point for the southwest corner of the herein described parcel;

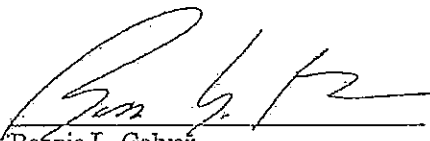
THENCE, North 15°11'28" West, crossing the City of Liberty tract, a distance of 120.00 feet to a point for the northwest corner of the herein described parcel, said point being on the southeast corner of an asphalt tarmac;

THENCE, North 74°48'32" East, crossing the City of Liberty tract, a distance of 249.18 feet to a point for the northeast corner of the herein described parcel, said point being in an existing fence;

THENCE, South 14°30'13" East, crossing the City of Liberty tract and with an existing fence, a distance of 120.01 feet to the **POINT OF BEGINNING**, CONTAINING within these metes and bounds 0.68 acres (29,815 Sq. Ft.) of land, more or less.

A survey drawing of even date herewith accompanies this legal description.

The foregoing field note description is based on record drawings and is true and correct to the best of my knowledge and belief.


Bennie L. Galvan
Registered Professional Land Surveyor
Texas Registration No. 5229
TBPLS Registration #100576-00



9-4-14

Exhibit B

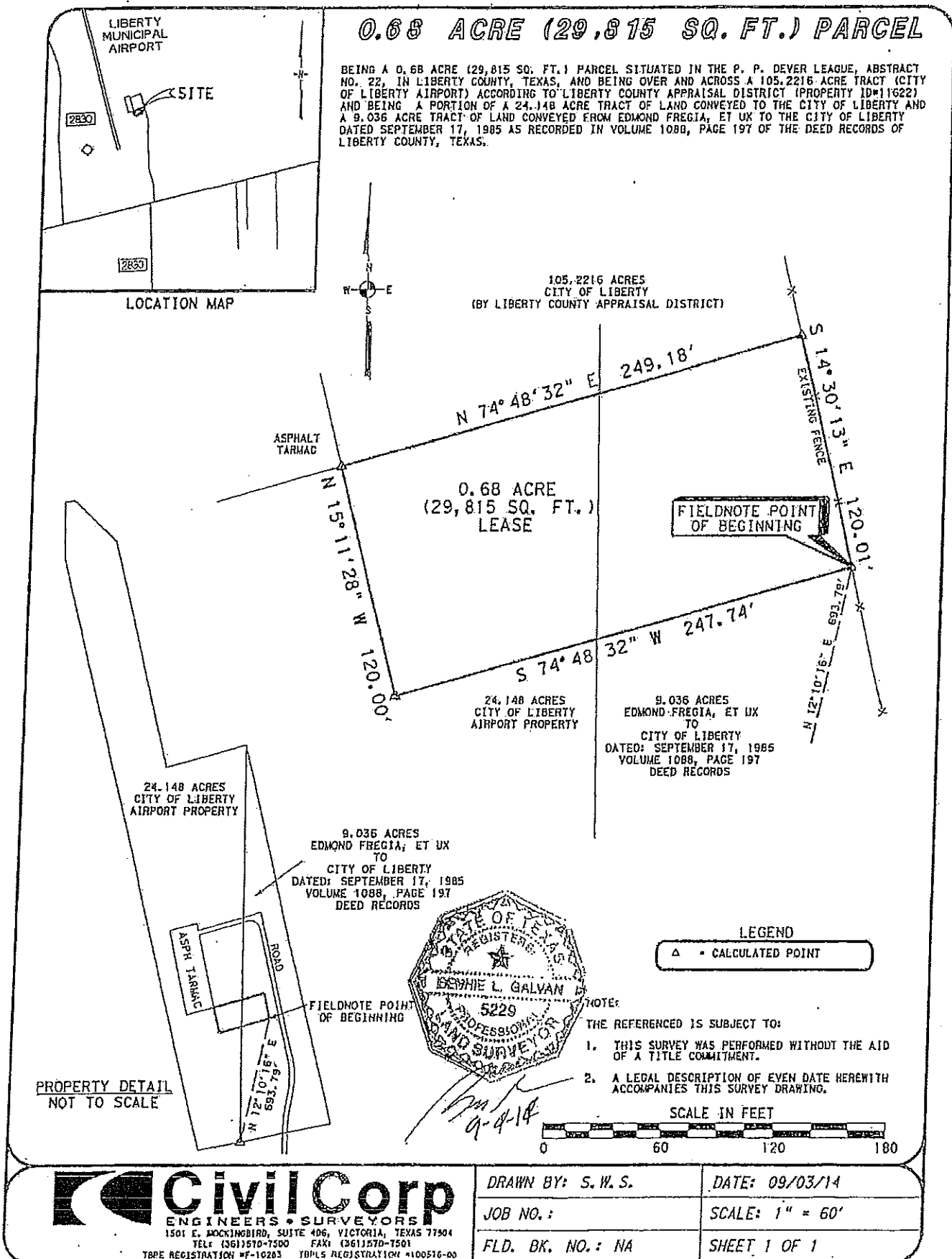


EXHIBIT C

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

The City agrees to abate ad valorem taxes on real and personal property improvements of qualified businesses in Commercial/Industrial Reinvestment Zone as follows:

The minimum capital costs of the project shall be \$500,000.

<u>Year</u>	<u>% OF ADDED VALUE TO BE ABATED</u>
1	100%
2	75%
3	50%
4	25%
5 and beyond	0%

EXHIBIT B

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

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5 and beyond	0%

EXHIBIT C

Company plans on building an airplane hangar on the property valued at over \$500,000.00.

EXHIBIT D

CERTIFICATE OF COMPLIANCE

AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT

WITH SJOLANDER AVIATION, LLC

IN REINVESTMENT ZONE NO. 3 CITY OF LIBERTY

FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT

CITY OF LIBERTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF LIBERTY

Sjolander Aviation, LLC, (The "Company") hereby certifies that the real and/or personal property improvements on the property, described on Exhibit C, as attached hereto, as called for in the above referenced Agreement, have been completed and that all facilities and improvements have been constructed or acquired pursuant to said Agreement.

Signed the _____ day of _____, 20____.

Name, Title

The above described improvements have been accepted by the City of Liberty, Texas, as being in compliance with the above-referenced Agreement, and that pursuant to said Agreement, the exemption from taxation shall commence on _____ and the "base value" for the purposes of determining the taxable value of the Premises shall be the value of the property as established in the said Agreement.

Signed this ____ day of _____, 20____.

Inspector
City of Liberty, Texas

Attachment: Tax Abatement Agreement (3144 : Tax Abatement Agreement - Sjolander)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.7

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Grant Issues

RESOLUTION (ID # 3145)

DOC ID: 3145 A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS EXPRESSING A DESIRE TO PROVIDE FOR THE CONSTRUCTION OF A BOATING ACCESS FACILITY ON THE TRINITY RIVER AND AUTHORIZING A PROJECT AGREEMENT WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR FUNDING ASSISTANCE FOR SUCH PROJECT.

WHEREAS, the City of Liberty, Texas, (hereinafter the "Sponsor"), is desirous of providing for the construction of a boating access facility on the Trinity River at Hwy 90 on the North East side, and;

WHEREAS, the State of Texas, acting through the Texas Parks and Wildlife Department (hereinafter the "Department"), under the authority of Section 11.033 and 31.141 of the Parks & Wildlife Code, would provide funding for such construction, and;

WHEREAS, the construction of such a facility would be of benefit to the citizens of the City of Liberty and Liberty County as well as transient recreational boaters from the State and other states:

NOW, THEREFORE, BE IT RESOLVED: That the City of Liberty, meeting this 28th day of October, 2014, is hereby eligible for assistance and will enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the Sponsor providing 25% by appropriations or in-kind services, and the Department providing 75% matching funds for work accomplished.

AND BE IT FURTHER RESOLVED: that the undersigned is herewith authorized to sign any or all documents pertaining to the construction;

AND BE IT FURTHER RESOLVED: That the Sponsor has matching funds available;

AND BE IT FURTHER RESOLVED: That the Sponsor will operate said facility; perform all necessary maintenance and repairs to ensure public use, health and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owner; for the life of the facility (minimum 25 years);

AND BE IT FUTHER RESOLVED: That said facility will be open at all reasonable times to the public, and that revenue from any user fees will only be used to offset operation and maintenance costs of any supported facilities.

PASSED AND APPROVED ON THIS 28TH DAY OF OCTOBER, 2014.

City of Liberty

By: _____

Name: _____

Title: _____

ATTEST:

Resolution (ID # 3145)
Page 2

City Council Meeting

October 28, 2014

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.8

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3148)

DOC ID: 3148

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Recreational Vehicle Parks

ORDINANCE (ID # 3149)

DOC ID: 3149 A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, SECTION 3.08.122 AND 3.08.129, AMENDING THE NUMBER OF TOILETS AND SHOWERS REQUIRED IN RV PARKS, AMENDING THE DISTANCE RESTROOMS IN RV PARKS MUST BE FROM SITES, AND AMENDING THE PERMANENT OCCUPANCY PROHIBITIONS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, by adoption of previous ordinances, The City Council of the City of Liberty, Texas currently regulates RV parks located within the City; and

WHEREAS, the City currently requires a minimum number of male and female toilets and showers in an RV park; and

WHEREAS, the City finds that adjusting the number of required toilets and showers would be in the best interest of the City; and

WHEREAS, the City currently regulates the maximum distance that a restroom may be from an RV site at an RV park; and

WHEREAS, the City Council finds that the distance of restrooms from RV sites should be adjusted; and

WHEREAS, the City Council of the City of Liberty finds that it would be beneficial to the City for RVs to be allowed to stay in an RV park for longer than six (6) months.

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

Section 1: Article 3.08.122 of the Code of Ordinances of the City of Liberty is amended to read as follows:

Sec. 3.08.122 - Sanitary facilities

- a) Each RV park shall provide the following sanitary facilities as listed below:
1. _____ toilet or stool for the female sex for every _____ sites or fraction thereof (minimum of one (1) is required) for the first one hundred and twenty (120) sites, and one (1) per forty (40) sites thereafter.
 2. _____ toilet or stool and _____ urinal for the male sex for every _____ sites or fraction thereof (minimum of one (1) is required) for the first

- one hundred and twenty (120) sites, and one (1) toilet or stool and one (1) urinal per forty (40) sites thereafter.
3. One (1) washbasin shall be provided within the toilet room for every two (2) toilets or fraction thereof (a minimum of one (1) is required).
 4. _____ shower shall be provided for each sex for each _____ sites or fraction thereof (minimum of one (1) is required for each sex) for the first one hundred and twenty (120) sites, and one shower for each sex per forty (40) sites thereafter.
 5. All toilets and shower facilities shall be placed in properly constructed buildings and located not more than _____ feet from any recreational vehicle site.
 6. Buildings shall be well lit at all times, day or night, well ventilated with screened openings, and constructed of moisture-proof material to permit rapid and satisfactory cleaning, scouring and washing.
 7. The floors shall be concrete or other impervious material, elevated not less than four (4) inches above grade, and each room shall be provided with floor drains.
 8. A slop sink or basin with water supply shall be in each restroom (male and female) and at least one (1) in the laundry facility, and shall be constructed in accordance with design, size and materials approved by the building official.
- b) Toilet and bathing facilities shall be in separate rooms or partitioned apart in any manner as to provide privacy and promote cleanliness. Each toilet provided in a community toilet house shall be partitioned apart from any other toilet in the same room. The floor surface around the commode shall not drain into the shower floor.
 - c) Toilet floors and walls shall be of impervious material, painted white or a light color, and kept clean at all times. Shower stalls shall be of tile, plaster, cement or some other impervious material and shall be kept clean at all times. If a shower stall is of some impervious material other than tile, cement or plaster, it shall be white or some light color and kept clean at all times. The floor of any bathroom, other than the shower stall, shall be of some impervious material, and the walls of the bathroom, other than the shower stall, shall be papered with canvas and wallpaper, or an equivalent washable surface kept clean at all times.

Section 2: Article 3.08.129 of the Code of Ordinances of the City of Liberty is amended to read as follows:

Sec. 3.08.129 - Permanent occupancy prohibited

- a) No RV park or recreational vehicle therein shall be used as a permanent residence for any period of time, notwithstanding section 3.08.116, except for permanent full-time employees of the RV park. No more than one (1) space shall be allowed for use as a permanent residence for full-time employees. Occupancy or parking of a recreational vehicle within the RV park extending beyond _____ months shall be presumed permanent occupancy and is hereby prohibited.
- b) A recreational vehicle may not return for a period of _____ days following _____ months consecutively.
- c) Note: The city reserves the right to modify or change this section for the purpose of a natural disaster or related incidents, including the requirement of removal of all recreational vehicles that may be subject to dangerous or inclement weather. However, the final decision for the removal of all recreational vehicles, as defined herein, shall be at the sole discretion of the owner/operator of the RV park. The city assumes no liability.

Section 3: 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 4: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this _____ day of October, 2014.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.10

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Recreational Vehicle Parks

COUNCIL ACTION (ID # 3150)

DOC ID: 3150

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, GRANTING A REQUEST BY MARK HOPSON FOR A VARIANCE TO SECTIONS 3.08.122 AND 3.08.129 OF THE CODE OF ORDINANCES REGARDING THE NUMBER OF TOILETS AND SHOWERS REQUIRED AT AN RV PARK, AMENDING THE DISTANCE RESTROOMS IN RV PARKS MUST BE FROM SITES, AND AMENDING THE PERMANENT OCCUPANCY PROHIBITIONS FOR HIS PROPERTY LOCATED ON LAKELAND DRIVE IN LIBERTY, TEXAS

WHEREAS, by adoption of previous ordinances, The City Council of the City of Liberty, Texas currently regulates RV parks located within the City; and

WHEREAS, the City currently requires a minimum number of male and female toilets and showers in an RV park; and

WHEREAS, the City Council finds that the grant of a variance for the number of required toilets and showers in this instance would be in the best interest of the City; and

WHEREAS, the City currently regulates the maximum distance that a restroom may be from an RV site at an RV park; and

WHEREAS, the City Council finds that approving a variance for the distance of restrooms from RV sites is in the best interest of the City; and

WHEREAS, the City Council of the City of Liberty finds that it would be beneficial to the City for RVs to be permitted to stay in an RV park for longer than six (6) months.

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty grants the following variances to Sections 3.08.122 and 3.08.129 of the Code of Ordinances for the proposed RV park owned by Mark Hopson and located on the following described property:

Being approximately 8.958 acres located on tracts 242 and 243 of the George Orr Survey, Abstract 91, and being further identified in the deed filed in Volume 1946, Page 399 of the Liberty County real property records.

Variance 1: A Variance to Article 3.08.122 of the Code of Ordinances of the City of Liberty is approved as follows:

Sec. 3.08.122 – Sanitary facilities

- a) Each RV park shall provide the following sanitary facilities as listed below:
 1. _____ toilets or stools for females.
 2. _____ toilets or stools and _____ urinals for males.
 3. _____ washbasins shall be provided within the toilet room for males and females.
 4. _____ showers shall be provided for each sex.
 5. All toilets and shower facilities shall be placed in properly constructed buildings and located not more than _____ feet from any recreational vehicle site.

Variance 2: A variance to Article 3.08.129 of the Code of Ordinances of the City of Liberty is approved as follows:

Sec. 3.08.129 – Permanent occupancy prohibited

- a) No RV park or recreational vehicle therein shall be used as a permanent residence for any period of time, notwithstanding section 3.08.116, except for permanent full-time employees of the RV park. No more than one (1) space shall be allowed for use as a permanent residence for full-time employees. Occupancy or parking of a recreational vehicle within the RV park extending beyond _____ months shall be presumed permanent occupancy and is hereby prohibited.
- b) A recreational vehicle may not return for a period of _____ days following _____ months consecutively.
- c) Note: The city reserves the right to modify or change this section for the purpose of a natural disaster or related incidents, including the requirement of removal of all recreational vehicles that may be subject to dangerous or inclement weather. However, the final decision for the removal of all recreational vehicles, as defined herein, shall be at the sole discretion of the owner/operator of the RV park. The city assumes no liability.

PASSED AND APPROVED this _____ day of October, 2014.

CITY OF LIBERTY, TEXAS

 Carl Pickett
 Mayor

ATTEST:

 Dianne Tidwell
 City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.11

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 3151)

DOC ID: 3151



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.12

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 3152)

DOC ID: 3152



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A.13

Meeting: 10/28/14 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 3153)

DOC ID: 3153