



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, January 24, 2017

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	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor Pro Tem Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	
Councilperson Paul Glazener	☐	☐	☐	

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 # 3699)

Project Updates - City Mgr. G. Broz

2. Information Item (ID # 3700)

LPSC / Cambridge - Mayor Pickett

IV. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 3701)

Public Hearing on the proposed annexation of 0.89 square miles beginning at the Northeast Corner of the Thomas N. Roche Tract as recorded in Clerk's File No. 2015010506, Official

Public Records, Liberty County, Texas, same point being in the South Line of the Mary Gay Corporation Tract as recorded in Volume 1731 Page 864, Official Public Records, Liberty County, Texas having coordinates of N:9988900.15, E:4042886.89.

- PH Notice - Phase III Annexation (DOC)

2. Council Action (ID # 3702)

Consider acceptance of the Annual Audit Report for Fiscal Year 2015-2016, as presented by Swaim, Brents and Associates.

3. Council Action (ID # 3703)

Consider a variance to Section 10.02.122 Table 5, Minimum Lot Requirements for Liberty Inner Block 107 Lot 3,4 TR 5 (104 Carter St.).

- Agenda Form-Variance-Carter (DOCX)
- Carter Info (PDF)

4. Council Action (ID # 3704)

Consider a variance to Section 10.02.122 Table 5, Minimum Lot Requirements for Lots 3 and 12, Block 6 of the Garrett Subdivision (522 Garrett St).

- Agenda Form-Variance-Garrett (DOCX)
- Garrett Info (PDF)

5. Resolution (ID # 3705)

Consider a Resolution requesting action by the Texas Department of Transportation regarding safety and speed issues on State Highway 146 north of the Highway 146 Bypass in Liberty, Texas.

6. Ordinance (ID # 3706)

Consider adoption of an Ordinance ordering a General Election to be held in the City of Liberty on Saturday, May 6, 2017 authorizing a Joint Election Agreement and Election Services Contract by and between the City of Liberty, Liberty Independent School District, any other contracting entities, and the Liberty County Clerk. Considere una aceptacion a la ordenanza que manda a una eleccion general que tendra lugar en la Ciudad de Liberty, el sabado 6 de mayo del 2017; que autoriza un Acuerdo de Elecciones Conjuntas y un Contrato de los Servicios de Eleccion por y entre la Ciudad de Liberty, el Distrito Escolar Independiente de Liberty, cualquier otra entidad de contracción y la Oficina del Secretario del Condado de Liberty.

- Joint Election Agreement 2017 (DOCX)

V. WORK SESSION

1. Work Session (ID # 3707)

Discussion regarding bid sale package for property located at 1309 N. Main Street.

- 1309 Main St. Pkg. (PDF)

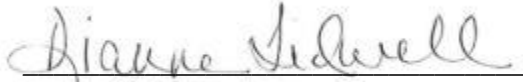
2. Work Session (ID # 3708)

Discussion of a proposed Ordinance prohibiting the use of portable electronic devices when operating a motor vehicle.

- cell phone ordinance (DOCX)

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 20th day of January, 2017 at 4:00 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 _____, 2017.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.1

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3699)

DOC ID: 3699



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.2

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3700)

DOC ID: 3700



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.1

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Annexation Issues

PUBLIC HEARING (ID # 3701)

DOC ID: 3701

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Liberty, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

0.89 SQUARE MILES BEGINNING AT THE NORTHEAST CORNER OF THE THOMAS N. ROCHE TRACT AS RECORDED IN CLERK'S FILE NO. 2015010506, OFFICIAL PUBLIC RECORDS, LIBERTY COUNTY, TEXAS, SAME POINT BEING IN THE SOUTH LINE OF THE MARY GAY CORPORATION TRACT AS RECORDED IN VOLUME 1731 PAGE 864, OFFICIAL PUBLIC RECORDS, LIBERTY COUNTY, TEXAS, HAVING COORDINATES OF N:9988900.15, E:4042886.89;

A public hearing will be held by and before the City Council of the City of Liberty, Texas on the **24th day of January, 2017 at 6 o'clock p.m.** in the City Council Chamber of the City Hall of the City of Liberty, Texas, located at 1829 Sam Houston, Liberty, Texas, 77575, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Liberty, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

0.89 SQUARE MILES BEGINNING AT THE NORTHEAST CORNER OF THE THOMAS N. ROCHE TRACT AS RECORDED IN CLERK'S FILE NO. 2015010506, OFFICIAL PUBLIC RECORDS, LIBERTY COUNTY, TEXAS, SAME POINT BEING IN THE SOUTH LINE OF THE MARY GAY CORPORATION TRACT AS RECORDED IN VOLUME 1731 PAGE 864, OFFICIAL PUBLIC RECORDS, LIBERTY COUNTY, TEXAS, HAVING COORDINATES OF N:9988900.15, E:4042886.89;

A public hearing will be held by and before the City Council of the City of Liberty, Texas on the **31st day of January, 2017 at 12 o'clock p.m.** in the City Council Chamber of the City Hall of the City of Liberty, Texas, located at 1829 Sam Houston, Liberty, Texas, 77575, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.2

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Financial Reports

COUNCIL ACTION (ID # 3702)

DOC ID: 3702



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.3

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3703)

DOC ID: 3703

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2017
Agenda Item No. IV.A.3
Agenda Wording: City Council to consider authorizing a variance to Section 10.02.122 Table 5, Minimum Lot Requirements for Liberty Inner Block 107 Lot 3, 4 TR 5 (104 Carter).
Department: Public Works
Subject: Variance for Liberty Inner Block 107 Lot 3, 4 TR 5.
Background: The applicant, Mr. Aubrey Williams, is requesting a variance to the minimum lot size requirements prior to purchasing Lots 3 and 4 in Block 107 TR 5 of the Inner Blocks from the various taxing entities. Both of these lots were platted as 41.66'x131.66' lots and as a result do not meet the current minimum lot size requirements. The applicant is requesting a variance to the lot size requirements so that he may install manufactured homes on the lots. These lots are located outside of the Manufactured Home Restricted Area. The Manufactured Homes and Manufactured Home Parks Ordinance require a minimum lot size of 50'x100' for manufactured homes. However, since these lots are not located within a Manufactured Home Park, the minimum lot size is 60'x100'. On January 18, 2017, the Planning and Zoning Commission voted 5-0 to approve the variance only if Mr. Williams is successful in acquiring the properties.
Fiscal Impact: NA
Staff Recommendation: Staff recommends approval of the variance request only if Mr. Williams is successful in acquiring the properties.
Purpose: The variance will allow this property to be placed back on the tax rolls.

Attachment: Agenda Form-Variance-Carter (3703 : Variance Request-Carter Street)

VARIANCE APPLICATION

Instructions:

1. Please type or print with ink.
2. Applications must be completed, and accompanied by all required materials at the time of submittal. Incomplete submittals will be returned to the applicant. The City of Liberty cannot guarantee a deadline extension to allow for the submittal of omitted information or materials.
3. Application must be signed by all legal owners of the subject property or by the legally authorized agent for the property owner(s). If the request will be processed by an agent, the application must be accompanied by a notarized "Designation of Agent Form" signed by all legal owners of the property.
4. The Following items shall accompany the application:
 - a. A copy of the deed(s) to the subject property verifying legal ownership.
 - b. A Legible site plan or plot plan of the subject property.
 - c. A letter describing in detail the reason(s) for the request and the hardship on which the request is based.
 - d. Other materials, as appropriate (i.e. photos, slides, drawings, plats, petitions, etc.)

Owner/Agent Information:

Name of Owner(s): LIBERTY ISD ETAL

Name of Agent, if applicable: AUBREY WILLIAMS

Phone Number: 832-419-8729

Fax Number: _____

Mailing Address: _____

Property Data:

Street address: 104 CARTER PIDN 56386

Legal Description: LIBERTY INNER BLOCKS, BLOCK 107 LOT 3.4 TR 5

Attachment: Carter Info (3703 : Variance Request-Carter Street)

Variance Request:

I/ We, being the legal owner(s) or the agent for the legal owner(s) of the property described above, hereby request that the Planning and Zoning commission and City Council of the City of Liberty consider the following variance request to the City of Liberty Code of Ordinances:

List brief description and ordinance(s)

REQUEST VARIANCE FOR MOBILE HOME REQUIREMENTS

Reason/Hardship for the Variance:

In order to recommend approval of a variance, the Planning and Zoning Commission must make a finding of hardship. As noted in the instructions, ***you must attach a letter*** describing the reason for the request and the hardship on which the request is based, stating the grounds for the variance and all of the facts relied upon for the case.

Variance Review Criteria:

In order to make a finding of hardship, the Planning and Zoning Commission must determine that ***all*** of the following criteria are met. ***State how your variance request meets these four criteria. Please note that the hardship cannot be based solely on financial or self-imposed conditions.*** (Attach additional pages for multiple variance requests or if additional space is needed.)

1. The granting of the variance will not be detrimental to the public safety health, or welfare, be injurious to surrounding property, or violate the intent and purpose of the regulation:

2. The granting of the variance is not based on a hardship which is self-imposed:

3. The hardship is not based solely on the cost of complying with the regulation:

4. The hardship is based on circumstances which are unique to the property for which the variance is sought, and not circumstances common to other properties:

MOBILE HOME REQUIREMENT LOT SIZE 50 X 100

Notice:

The City of Liberty does not enforce deed restrictions and cannot grant variances to deed restrictions. Any variance granted pursuant to this application and any building permit issued pursuant to such variance does not constitute or represent approval or authority to violate deed restrictions. A plat vacation and replat pursuant to Chapter 212, Texas Local Government Code may be required for such authority.

Signature(s) of Owner(s)/ Agent:

This is to certify that the information provided above is true and correct and that I am the owner of record of the property or the owner(s)' legally authorized agent.

Signature: CITY OF LIBERTY ISD

Date: 1/2/2017

Signature: _____

Date: _____

For Office Use Only

Submittal Date: _____

Planning and Zoning Meeting Date: _____

City Council Meeting Date: _____

Received By: _____

For Office Use Only

Planning & Zoning Approval/Denial: _____

City Council Approval/Denial: _____

Attachment: Carter Info (3703 : Variance Request-Carter Street)

DESIGNATION OF AGENT FORM

This form designates _____ as my/our duly authorized agent, to act on my/our behalf in request in a variance involving the property described below. I am also submitting a copy of the deed(s) to the subject property as evidence of my ownership.

Property Address: 104 CARTER

Legal Description: LIBERTY INNER BLOCKS, Block 107, Lot 3, 4 TR. 5
AC 0.1427

Signature of Owner: CITY OF LIBERTY Date: 1/2/2017

Printed Name: _____

Signature of Agent: _____ Date: 1/2/2017

Printed Name: AUBREY WILLIAMS

Notary Statement:

SWORN TO AND SUBSCRIBED before me this the _____ day of _____, _____.

Notary Public in and for _____ County, Texas

My Commission Expires: _____

Repeat page for multiple owners or agents

Attachment: Carter Info (3703 : Variance Request-Carter Street)

Liberty CAD Property Search

Property ID: 56386 For Year 2016

Map



Property Details

Account

Property ID: 56386
Legal Description: LIBERTY INNER BLOCKS, BLOCK 107, LOT 3 4 TR 5
Geographic ID: 005900-000482-005
Agent Code:

Type: Real

Location

Address: 104 CARTER
Map ID: 39 A, 807
Neighborhood CD: LISD01

Owner

Owner ID: 18144
Name: LIBERTY ISD
Mailing Address: 1600 GRAND AVE
LIBERTY, TX 77575-4725

% Ownership: 100.0%

Exemptions: EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)
For privacy reasons not all exemptions are shown online.

Attachment: Carter Info (3703 : Variance Request-Carter Street)

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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.4

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3704)

DOC ID: 3704

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2017
Agenda Item No. IV.A.4
Agenda Wording: City Council to consider authorizing a variance to Section 10.02.122 Table 5, Minimum Lot Requirements for Lots 3 and 12 Block 6 of the Garrett Subdivision.
Department: Public Works
Subject: Variance for Lots 3 and 12, Block 6 of Garrett Subdivision
Background: The applicant, Mr. Aubrey Williams, is requesting a variance to the minimum lot size requirements prior to purchasing Lots 3 and 12 in Block 6 of the Garrett Subdivision from the various taxing entities. Both of these lots were platted in the 1940's as 50'x80' lots and as a result do not meet the current minimum lot size requirements. The applicant is requesting a variance to the lot size requirements so that he may install manufactured homes on the lots. These lots are located outside of the Manufactured Home Restricted Area. The Manufactured Homes and Manufactured Home Parks Ordinance require a minimum lot size of 50'x100' for manufactured homes. However, since these lots are not located within a Manufactured Home Park, the minimum lot size is 60'x100'. On January 18, 2017, the Planning and Zoning Commission voted 5-0 to approve the variance only if Mr. Williams is successful in acquiring the properties.
Fiscal Impact: NA
Staff Recommendation: Staff recommends approval of the variance request only if Mr. Williams is successful in acquiring the properties.
Purpose: The variance will allow this property to be placed back on the tax rolls.

Attachment: Agenda Form-Variance-Garrett (3704 : Variance Request-Garrett Subd.)

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VARIANCE APPLICATION

Instructions:

1. Please type or print with ink.
2. Applications must be completed, and accompanied by all required materials at the time of submittal. Incomplete submittals will be returned to the applicant. The City of Liberty cannot guarantee a deadline extension to allow for the submittal of omitted information or materials.
3. Application must be signed by all legal owners of the subject property or by the legally authorized agent for the property owner(s). If the request will be processed by an agent, the application must be accompanied by a notarized "Designation of Agent Form" signed by all legal owners of the property.
4. The Following items shall accompany the application:
 - a. A copy of the deed(s) to the subject property verifying legal ownership.
 - b. A Legible site plan or plot plan of the subject property.
 - c. A letter describing in detail the reason(s) for the request and the hardship on which the request is based.
 - d. Other materials, as appropriate (i.e. photos, slides, drawings, plats, petitions, etc.)

Owner/Agent Information:

Name of Owner(s): LIBERTY ISD ETAL

Name of Agent, if applicable: AUBREY WILLIAMS

Phone Number: 832-419-8729

Fax Number: _____

Mailing Address: _____

Property Data:

Street address: 0522 GARRETT PIDN 48722

Legal Description: GARRETT BLOCK 6, LOT 3,12 AC RES 0.1837

Variance Request:

I/ We, being the legal owner(s) or the agent for the legal owner(s) of the property described above, hereby request that the Planning and Zoning commission and City Council of the City of Liberty consider the following variance request to the City of Liberty Code of Ordinances:

List brief description and ordinance(s)

REQUEST VARIANCE FOR MOBILE HOME REQUIREMENT

Reason/Hardship for the Variance:

In order to recommend approval of a variance, the Planning and Zoning Commission must make a finding of hardship. As noted in the instructions, ***you must attach a letter*** describing the reason for the request and the hardship on which the request is based, stating the grounds for the variance and all of the facts relied upon for the case.

Variance Review Criteria:

In order to make a finding of hardship, the Planning and Zoning Commission must determine that ***all*** of the following criteria are met. ***State how your variance request meets these four criteria. Please note that the hardship cannot be based solely on financial or self-imposed conditions.*** (Attach additional pages for multiple variance requests or if additional space is needed.)

1. The granting of the variance will not be detrimental to the public safety health, or welfare, be injurious to surrounding property, or violate the intent and purpose of the regulation:

2. The granting of the variance is not based on a hardship which is self-imposed:

3. The hardship is not based solely on the cost of complying with the regulation:

4. The hardship is based on circumstances which are unique to the property for which the variance is sought, and not circumstances common to other properties:

MOBILE HOME REQUIREMENT, LOT SIZE 50 X 100

Notice:

The City of Liberty does not enforce deed restrictions and cannot grant variances to deed restrictions. Any variance granted pursuant to this application and any building permit issued pursuant to such variance does not constitute or represent approval or authority to violate deed restrictions. A plat vacation and replat pursuant to Chapter 212, Texas Local Government Code may be required for such authority.

Signature(s) of Owner(s)/ Agent:

This is to certify that the information provided above is true and correct and that I am the owner of record of the property or the owner(s)' legally authorized agent.

Signature: CITY OF LIBERTY ISD

Date: 1/2/2017

Signature: _____

Date: _____

For Office Use Only

Submittal Date: _____

Planning and Zoning Meeting Date: _____

City Council Meeting Date: _____

Received By: _____

For Office Use Only

Planning & Zoning Approval/Denial: _____

City Council Approval/Denial: _____

DESIGNATION OF AGENT FORM

This form designates _____ as my/our duly authorized agent, to act on my/our behalf in request in a variance involving the property described below. I am also submitting a copy of the deed(s) to the subject property as evidence of my ownership.

Property Address: 522 GARRETT

Legal Description: GARRETT, BLOCK 6, LOT 3, 12

AC RES .1837

Signature of Owner: CITY OF LIBERTY Date: 1/2/2017

Printed Name: CITY OF LIBERTY

Signature of Agent: _____ Date: 1/2/2017

Printed Name: AUBREY WILLIAMS 832-419-8729

Notary Statement:

SWORN TO AND SUBSCRIBED before me this the _____ day of _____.

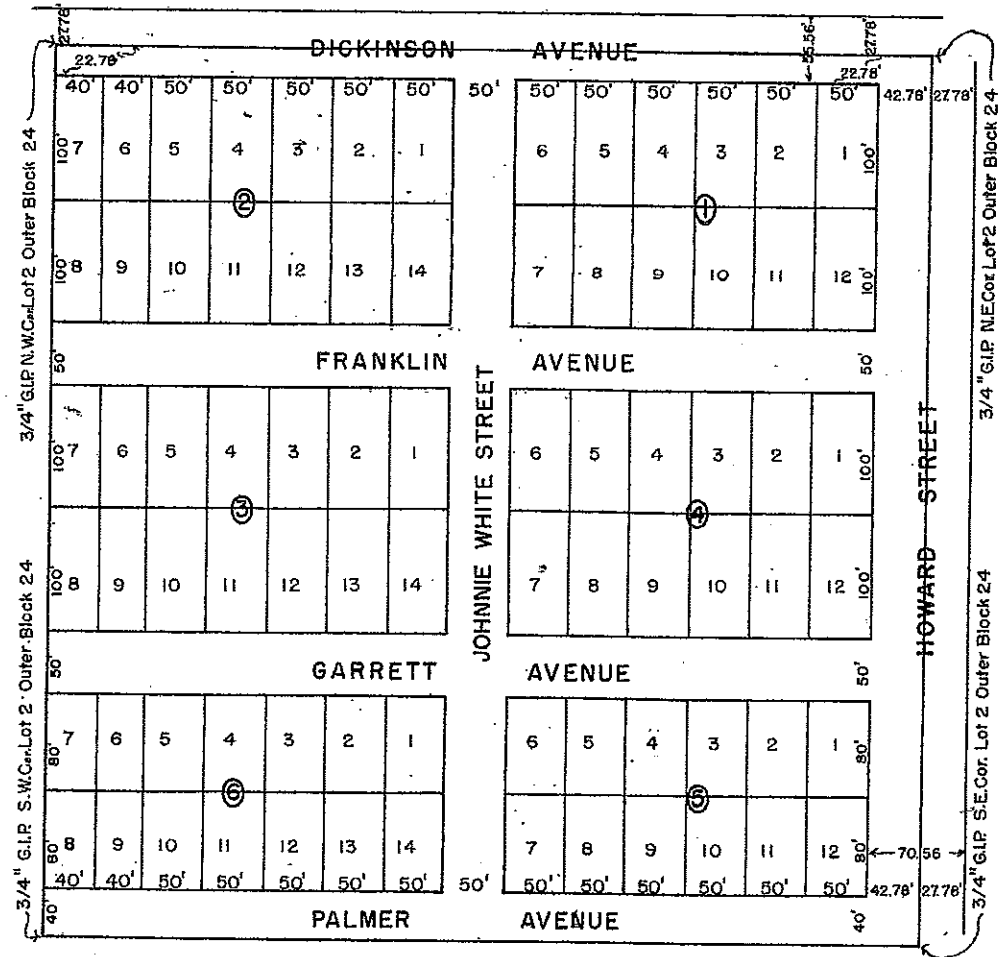
Notary Public in and for _____ County, Texas

My Commission Expires: _____

Repeat page for multiple owners or agents

Attachment: Garrett Info (3704 : Variance Request-Garrett Subd.)

#1228



MAP

SHOWING FRANK GARRETT'S SUB-DIVISION OF LOT 2 OF OUTER BLOCK NO. 24
OF THE CITY OF LIBERTY. SCALE REDUCED FROM: 1" = 60' TO 1" = 100'

R. G. PARTLOW,
COUNTY SURVEYOR, LIBERTY CO. TEX.
AND
LICENSED STATE LAND SURVEYOR.

STATE OF TEXAS :
LIBERTY COUNTY : I HEREBY CERTIFY THAT THE FOREGOING SUB-DIVISION
WAS MADE BY ME ON THE GROUND, ON APRIL 5TH & 6TH,
1945, AND A STAKE SET AT EACH CORNER. STAKES WERE
IRON PIPE, CYPRESS, AND IRON STAKES.

R. G. PARTLOW,
COUNTY SURVEYOR, LIBERTY COUNTY, TEXAS;
AND
LICENSED STATE LAND SURVEYOR.

(SEAL)

(SEAL)

File
No. 1228.

FILED FOR RECORD APRIL 27, 1945, at 2 O'CLOCK P.M.

L. V. HIGHTOWER,
COUNTY CLERK, LIBERTY COUNTY, TEX.
BY: VIRGIE RIVIERE, DEPUTY.

2,684,888-1

TAX STATEMENT 2016 +

STATEMENT DATE: 12/27/2016

LEGAL: GARRETT, BLOCK 6, LOT 3 12, AC
RES .1837

ACCOUNT: 004540-000047-004

OWNER: LIBERTY ISD ETAL
PARCEL ADDRESS: 0000522 GARRETT
EXEMPTION CODES:PIDN: 48722
ACRES: 0.1837

NON-HOMESITE VAL	APPRAISED VALUE				
4.800	4.800				
TAXING ENTITIES	EXEMPTION AMOUNT	TAXABLE VALUE	TAX RATE PER \$100	BASE TAX	PENALTY & INTEREST
CITY OF LIBERTY	4.800	0	0.610000	0.00	0.00
LIBERTY COUNTY	4.800	0	0.578800	0.00	0.00
LIBERTY CO HD #1	4.800	0	0.090000	0.00	0.00
NAVIGATION SOUTH	4.800	0	0.018000	0.00	0.00
LIBERTY ISD	4.800	0	1.404000	0.00	0.00
WATER DISTRICT #5	4.800	0	0.059700	0.00	0.00
SUBTOTAL				0.00	0.00
PRIOR YEARS				8,646.55	
TOTAL AMOUNT DUE				8,646.55	

LAWSUIT: TX13101592

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE LIBERTY COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE LIBERTY COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

*LAWSUIT HAS BEEN FILED ON DELINQUENT TAXES. CALL (936) 336-4633 FOR ADDITIONAL AMOUNT DUE.

This top portion and your canceled check will serve as your receipt.

^ Detach on perforation and return this portion with your check payable to:

Liberty County
P.O. Box 1810
Liberty, TX 77575
(936) 336-4633

DELINQUENT DATE: 02/01/2017

NOTE: LAWSUIT FILED AGAINST DELINQUENT TAXES. CALL (936) 336-4633.

ACCOUNT: 004540-000047-004 2016 +

LIBERTY ISD ETAL
1600 GRAND AVE
LIBERTY, TX 77575-4725

TOTAL AMOUNT DUE
\$8,646.55

** AMOUNT DUE ON RECEIPT **

OWNER: LIBERTY ISD ETAL
PIDN: 48722

TX13101592

IF PAID IN	AMOUNT DUE
JAN	8,677.74
FEB	8,709.05
MAR	8,740.25
APR	8,771.59
MAY	8,802.86
JUN	8,834.26



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.5

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: TXDOT Issues

RESOLUTION (ID # 3705)

DOC ID: 3705 A

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, REQUESTING ACTION BY THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING SAFETY AND SPEED ISSUES ON STATE HIGHWAY 146 NORTH OF THE HIGHWAY 146 BYPASS IN LIBERTY, TEXAS.

WHEREAS, State Highway 146 is the main thoroughfare in Liberty, Texas traveling North and South; and

WHEREAS, the City of Liberty along with areas immediately north of Liberty have grown and increased in population in the past twenty (20) years; and

WHEREAS, as a result of this population growth traffic has increased exponentially on State Highway 146 on the north end of Liberty creating numerous traffic hazards; and

WHEREAS, the increased traffic on State Highway 146 has resulted in numerous automobile accidents and injuries; and

WHEREAS, traffic regulations on State Highway 146 north of the Highway 146 Bypass have not changed to match the increased traffic flow; and

WHEREAS, the City Council of the City of Liberty recognizes that the Texas Department of Transportation regulates State Highway 146; and

WHEREAS, the Texas Department of Transportation has not made the changes necessary to make State Highway 146 north of the Highway 146 Bypass safer; and

WHEREAS, the City Council of the City of Liberty recognizes its duty to help protect the safety of its citizens; and

WHEREAS, the City Council of the City of Liberty believes that Highway 146 North is unsafe in its current condition due to high speed limits and the lack of turning lanes and traffic signals; and

WHEREAS, the City Council of the City of Liberty respectfully requests that the Texas Department of Transportation lower the speed limit on State Highway 146 North, widen State Highway 146 north of the Highway 146 Bypass so that a center turning lane and improved shoulders can be installed to the northern City limits, and install a traffic light at the intersection of State Highway 146 and FM 1011.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty believes that State Highway 146 north of the Highway 146 Bypass is currently unsafe due to unsafe speed limits and traffic flows, and the City Council respectfully requests that the Texas Department of Transportation lower the speed limit on State Highway 146 North, widen State

Resolution (ID # 3705)

City Council Meeting

January 24, 2017

Page 2

Highway 146 north of the Highway 146 Bypass so that a center turning lane and improved shoulders can be installed to the northern city limits, and that a traffic light be placed at the intersection of State Highway 146 and FM 1011.

PASSED AND APPROVED this 24th day of January, 2017.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.6

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Election

ORDINANCE (ID # 3706)

DOC ID: 3706

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY, 2017 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; 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.

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

Section 1.

It is hereby ordered that a General Election be held in the City of Liberty, Texas on the first Saturday in May, the 6th day of May, 2017, at which election the qualified voters of the City will elect three (3) Council Members which shall hold office for a period of two (2) years, and which are all at-large positions.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and any other contracting entities shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2017 Joint Election Agreement and Election Services Contract.

Section 3.

The present boundaries of the City of Liberty constitute one election precinct, and the polls shall be open for voting on Election Day from 7:00 a.m. until 7:00 p.m. at the following polling place.

POLLING PLACE:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Section 4.

Paulette Williams, Liberty County Clerk, shall act as Contracting Officer and Early Voting Clerk. The location for Early Voting for such election is hereby designated as:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 24, 2017 and continuing through Tuesday, May 2 2017. Other early voting polling locations will be set forth in Exhibit B of the 2017 Joint Election Agreement and Election Services Contract, a copy of which is attached. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays. The City of Liberty received approval from the U.S. Department of Justice, in a letter dated April 29, 2009, that the City's two 12-hour days of early voting be held on the last two days of this period, for all future elections beginning with the May 9, 2009 Election. Therefore, Early Voting by Personal Appearance shall be conducted for 12 hours on the last two days of the 2017 early voting period, which fall on Monday, May 1, 2017 and Tuesday, May 2, 2017.

The Early Voting Clerk's address to which ballot applications and ballots voted by mail may be sent is:

Paulette Williams, Early Voting Clerk
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

All requests for early voting ballots by mail that are received by the City of Liberty will be transported on the day of receipt to Paulette Williams, Early Voting Clerk, Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575.

Election officials for the City's Early Voting and Election Day Polling Locations shall be designated by the Contracting Officer, in accordance with the provisions of the Texas Election Code.

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. The eSlate Direct Recording Electronic (DRE) Voting

System, which includes the “eSlates”, “Judge’s Booth Controllers”, “eScans” and pollbooks, shall be used for Early Voting and voting on Election Day. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

Notice of this election shall be published in the official newspaper of the City not earlier than the 30th day or later than the 10th day before election day, and shall be posted in the place used to post notice of City Council Meetings not later than the 21st day before election day, in accordance with the provisions of the Texas Election Code.

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or City Secretary and the City Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or City Secretary and the City Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2017 Joint Election Agreement and Election Services Contract.

Section 8.

That if any section, subsection, sentence, clause, or phrase of this ordinance should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Liberty, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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 separate 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 AND ADOPTED at a special meeting of the City Council of the City of Liberty, this the 24th day of January, 2017.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

2017 JOINT ELECTION AGREEMENT

Between Liberty Independent School District and the City of Liberty, Texas

AND

ELECTION SERVICES CONTRACT

**Between the Liberty County Clerk/Election Officer
And the Political Subdivision Listed Above**

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS Liberty Independent School District and the City of Liberty, Texas, the Local Political Subdivisions, hereinafter referred to as “the LPS” shall hold their elections on Saturday, May 6, 2017; and

WHEREAS the County Clerk/Elections Officer, Paulette Williams, hereinafter referred to as “Contracting Officer”, and by authority of Section 31.092(a) of the Texas Election Code, enters into this Election Services Contract with Liberty Independent School District and the City of Liberty, Texas, the political subdivisions holding their elections on Saturday, May 6, 2017, for the conduct and supervision of said elections; and

WHEREAS Liberty Independent School District and the City of Liberty, Texas, find that this Joint Election Agreement and this Election Services Contract will adequately and conveniently serve all voters in the Liberty Independent School District and the City of Liberty, Texas, and will facilitate the orderly conduct of the election;

THEREFORE, Liberty County and Liberty Independent School District and the City of Liberty, Texas, agree as follows:

The Liberty County Clerk’s Office, under the direction of the County Clerk/Election Officer, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code as outlined in this agreement. The Liberty Independent School District and the City of Liberty, Texas, agree to pay Liberty County for equipment costs, election supplies, services and administrative costs as outlined in this agreement. The County Clerk will serve as administrator of the election, including early voting and any resulting runoff election; however, each participating authority remains responsible for the lawful conduct of its respective election.

Attachment: Joint Election Agreement 2017 (3706 : General Election-May 2017)

I. RESPONSIBILITIES OF THE CONTRACTING OFFICER. The Contracting Officer shall perform the following tasks, which are not the responsibility of the LPS:

A. *Early Voting.*

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. Early Voting by personal appearance for the election shall be conducted during the hours and time periods and at the locations listed in Exhibit A.

2. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the **Liberty County Courthouse Located at: 1923 Sam Houston, Rm 209, Liberty, TX 77575.**

B. *Selection of Presiding Judges, Alternate Judges, and Election Clerks.*

1. The Contracting Officer shall appoint presiding election judges and alternate judges at the Early Voting and Election Day polling locations with input from the LPS. The Contracting Officer will appoint workers for the central accumulating station on Election Day. The Contracting Officer shall appoint a presiding judge and clerk for the Early Voting Ballot Board (EVBB). The Contracting Officer shall notify the election workers of their selection.

2. The presiding judges shall make their clerk appointments. If a presiding judge, alternate judge or clerk does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is available by telephone while the polls are open.

C. *Election Training.* The Contracting Officer shall be responsible for conducting one or more election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order at the polling location, and provisional voting.

D. *Election Day Polling Location.* The Election Day polling locations are set forth in Exhibit A. The Contracting Officer shall arrange for the transport and pickup of electronic voting equipment.

E. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to each presiding judge for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election and early voting kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); seals; sample ballots; thermal paper rolls for use in the Judge's Booth Controllers (JBCs); batteries for use in the JBCs, eScans and eSlates; and all consumable-type office supplies necessary to hold an election

F. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters in the LPS territory required for use on Election Day and for the Early Voting period to download to ePollbooks.

G. *Election Equipment.*

1. The Contracting Officer shall use the Direct Record Electronic (DRE) voting system and the early voting mail ballot system purchased by Liberty County from Hart InterCivic, Inc. (“Hart”) for the election. This voting system includes the equipment referred to as “eSlates” and “Judge’s Booth Controllers” (JBCs) “eScans” and ePollbooks. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. The Contracting Officer or designee shall prepare the JBCs, eSlates, eScans and ePollbooks for Early Voting and for Election Day.

2. The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS. The Contracting Officer shall also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing.

H. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to Liberty County by the LPS, or the LPS shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

I. *Election Day Activities.*

1. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall conduct Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

3. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as central counting station manager and shall appoint a tabulation supervisor. By signing this contract, the LPS hereby approves such appointment.

J. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared.

K. *Provisional Votes/Determination of Mail Ballots Timely Received under Section*

86.007(d) of the Texas Election Code. The Contracting Officer shall forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters' status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

L. Custodian of Election Records. After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the LPS, except for those records that must be maintained by the Contracting Officer in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

M. Recount.

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS requesting a recount shall reimburse the Contracting Officer for the cost of such count, which is not included in the estimate set forth in Exhibit B.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following tasks, which are not the responsibility of the Contracting Officer:

A. Applications for Mail Ballots. The LPS shall date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Election Notice, and Canvass. The LPS shall prepare the election order, resolutions, and official canvass. The LPS shall be responsible for having the required election notice under Section 4.003(a) (1) of the Texas Election Code timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.003(b) of the Texas Election Code in the proper location(s). The LPS is responsible for ensuring that all necessary documents are in both English and Spanish. The LPS shall conduct its canvass using materials provided by the Contracting Officer.

C. Ballot Information. The LPS shall provide the Contracting Officer with the English and Spanish translations of the propositions and/or candidate names and positions that are to appear on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation for Election Workers. The Contracting Officer and the LPS agree that election workers will be compensated as follows:

- Presiding judges and alternate judges: \$10.00/hr
(Including members of the EVBB)
- Election clerks: \$9.00/hr
- Early Voting deputies: \$9.00/hr

Election workers will be paid for the time spent setting up the polling location and closing the polling location each evening, but not to exceed one hour before and one hour after the polling location is open for voting. The Contracting Officer shall pay the workers and be reimbursed by the LPS.

B. Delivery Fee.

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) and one other worker shall bring the eSlate, JBC, ePollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid \$25.00 (\$12.50 each) for this delivery. (The eSlate, JBC, eScan and ePollbook shall be delivered to the polling location by a member of the Contracting Officer's staff. The eScan shall be picked up and returned to the Liberty County Courthouse by a member of the Contracting Officer's staff.)

2. The Contracting Officer shall pay the election workers for delivery of the unused supplies and election equipment and be reimbursed by the LPS.

IV. PAYMENT

A. Compensation.

1. Costs for which reimbursement is sought shall be supported by appropriate documentation. A cost estimate for election expenses is set forth in Exhibit B. The estimate assumes cost sharing between the LPS. The parties agree that this is an estimate only and the LPS is obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid by the Contracting Officer and reimbursed by the LPS.

2. Within 30 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for expenses directly attributable to the scope of work of the election, as follows: the actual expenses incurred in accordance with Section 31.100, Texas

Election Code, including without limitation, the costs and expenses of the newspaper publication of the logic and accuracy testing notice only; rental of voting machines and equipment; wages and salaries of the precinct election judge, alternate judge and election clerks, members of the early voting ballot board, and central accumulating station personnel (overtime only); programming of the ballot; ballots and voting supplies; and voting machines and equipment transportation. Nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories.

B. *Administrative Fee.* In accordance with Section 31.100(d), the LPS shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$75.00).

C. *Payment.* The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be an accurate rendering of the amount that is due.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.*

Nothing in this contract shall authorize or permit a change in:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Liberty County, Texas and the County Auditor of Liberty County, Texas.

C. Representatives. For purposes of implementing this contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the **Contracting Officer**:

Paulette Williams
 Liberty County Clerk
 1923 Sam Houston Rm 209
 Liberty, TX 77575
 Tel: (936) 336-4600, ext. 1200
 Fax: (936) 334-8174
 Email: coclerk@co.liberty.tx.us

For **Liberty Independent School District**:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For **The City of Liberty, Texas**:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Attachment: Joint Election Agreement 2017 (3706 : General Election-May 2017)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES
SHOWN BELOW:

The Contracting Officer

Paulette Williams, Liberty County Clerk

Before me, the undersigned authority, on this day personally appeared Paulette Williams, Liberty County Clerk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

Signature of officer administering oath

Attachment: Joint Election Agreement 2017 (3706 : General Election-May 2017)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

Liberty Independent School District

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

Attachment: Joint Election Agreement 2017 (3706 : General Election-May 2017)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

City of Liberty, Texas

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

Exhibit A

May 6, 2017, Joint Election between Liberty ISD and the City of Liberty

Early Voting and Election Day Polling Location

Precincts	Location	Address	City
Liberty ISD	Jack Hartel Building	318 San Jacinto	Liberty
City of Liberty	Jack Hartel Building	318 San Jacinto	Liberty

Voting Days and Hours of Voting

Voting Day	Hours of Voting
Monday, April 24	8:00 a.m. – 5:00 p.m.
Tuesday, April 25	8:00 a.m. – 5:00 p.m.
Wednesday, April 26	8:00 a.m. – 5:00 p.m.
Thursday, April 27	8:00 a.m. – 5:00 p.m.
Friday, April 28	8:00 a.m. – 5:00 p.m.
Monday, May 1	7:00 a.m. – 7:00 p.m.
Tuesday, May 2	7:00 a.m. – 7:00 p.m.
Saturday, May 6	7:00 a.m. – 7:00 p.m.

Exhibit B

Joint Election between Liberty ISD and City of Liberty

ESTIMATED ELECTION EXPENSES, MAY 6, 2017 ELECTION*

Payroll:

Early Voting Judges and Clerks** (7 days)	\$1,500.00
Election Day Judges and Clerks** (max 14 hrs. with judge/alternate/2 clerks)	\$ 645.00
Early Voting Ballot Board (for provisional and mail votes)	\$ 60.00
Deputy Clerk Overtime	\$ 150.00
Voting Equipment Rental (8 days)	\$2,640.00
Programming and Ballots (Hart InterCivic)	\$1,500.00
Pickup and delivery of equipment by county	\$ 50.00
Newspaper notice for L & A Testing	\$ 200.00
Election Supplies	<u>\$ 20.00</u>
<u>Subtotal:</u>	\$6,765.00
10% Administrative Fee Payable to Liberty County Clerk	\$ 676.50
<u>Grand Total Estimated Election Expenses:</u>	\$7,441.50

NOTE: Estimate assumes no equipment rental fees

*Assumes no cost sharing with other local political subdivisions.

** Assumes judge @ \$10/hr and alternate/clerks @ \$9.00/hr

*** User fee as established by commissioner's court is \$165.00/unit per day.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.1

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Property Sale

WORK SESSION (ID # 3707)

DOC ID: 3707

**SALE OF REAL PROPERTY
1309 NORTH MAIN ST., LIBERTY, TEXAS 77575
LIBERTY COUNTY, TEXAS**

REQUEST FOR PROPOSAL ("RFP") NO.

**RFP OPENING DATE
TBD
City Hall Council Chambers
1829 Sam Houston
Liberty, Texas 77575**

The City of Liberty ("City") will be accepting proposals for the sale of the above-mentioned property. Proposals shall be placed in a sealed envelope clearly marked: "RFP No. Sale of Real Property: 1309 North Main St., Liberty, Texas 77575. Proposals must be received in the office of the City Secretary at 1829 Sam Houston; Liberty, TX 77575 before RFP opening time. Proposals will be presented to the City Council for consideration at a meeting to be held TBD, at 6:00 p.m. in the City Council Chambers located at 1829 Sam Houston, Liberty, Texas. Any questions concerning the RFP should be directed to Gary Broz, City Manager, at (936) 336-3684.

Introduction

Proposals are solicited for the SALE of THE SURFACE ONLY of the land commonly known as 1309 North Main St., Liberty, Texas. This request for proposal contains the City's Contract for Sale including contract terms, conditions, and insurance requirements, attached as Attachment A.

Definitions, Terms, and Conditions

The following instructions apply to all proposals and become part of the terms and conditions of any proposal submitted to the City of Liberty unless otherwise specified elsewhere in this proposal request. All persons submitting a proposal are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

Buyer	The successful bidder(s) of this bid request.
City of Liberty	The government of the City of Liberty, Texas.
City	The City of Liberty.
City Council	The elected officials of the City of Liberty, Texas, having the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.
Contract	An agreement for the Sale of Real Estate.

RFP No.

City of Liberty, Texas

Owner	The City of Liberty, Texas
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Acceptance

Upon acceptance and approval by the City, or its designated official, the proposal effects a working contract between the City and the individual making the successful proposal. All proposals will remain subject to acceptance for thirty (30) days after the date of the proposal opening. All proposals may be rejected by the City Council at its discretion.

Addenda

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all individuals making a proposal. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to all individuals making proposals in written addendum form from the Purchasing office.

Addenda will be transmitted to all that are known to have received a copy of the proposal documents and specifications. However, it shall be the sole responsibility of the Proposer to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement

The Request for Proposals as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws

All Proposers will comply with all Federal, State, and local laws relative to conducting business in the City of Liberty. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this proposal, its award, and any contract entered into.

Assignments

It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

Award of Contract

A contract may be awarded to the proposer who provides the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- a. conformity to specifications;
- b. the sale price, including estimated closing costs;
- c. the reputation of the bidder;

- d. the planned use of the property including the commercial nature of the use;
- e. the extent to which the proceeds meet the City's needs;
- f. the bidder's past relationship with the City;
- g. financial condition of the bidder;
- h. the total long-term cost to the City to sell the property;
- i. any relevant criteria specifically listed in the request for bid; and
- j. anticipated future ad valorem tax valuations and economic impact of proposed development

Although the sale price offered is an essential part of the Proposal, the City is not obligated to award a contract on the sole basis of price.

Planned Economic Development Use of the Property

All proposals must include a description of the future use of the property including how the planned use will benefit the economic development of the City of Liberty. The City may use this description when choosing the winning proposal and the City of Liberty may use this description in determining whether or not to ratify the award of the proposal.

Business Practices

Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately for buyer's failure to comply with terms stated in contract.

Certification

Proposals must be completed and submitted on the form included within the specifications of this RFP. Certification of Proposal must be completed in its entirety.

Collusion

Advanced disclosures of any information to any particular proposer which gives that particular proposer any advantage over any other interested proposer in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will be cause to void all proposals of that particular solicitation or request.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential proposers(s). Only written specifications and price quotations will be considered.

RFP No.

City of Liberty, Texas

Confidentiality

Public agencies in Texas are subject to the Public Information Act as permitted in Texas Government Code, Chapter 552.

Electronic Documents

Proposers may be supplied with the original documents in electronic form to aid in the preparation of proposals(s). By accepting these electronic documents, proposers agree not to edit or change the language or format of these documents. Submission of a proposal signifies full agreement with this requirement.

Exceptions

The proposer will note any exceptions to the conditions of this RFP. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with.

Forms

Proposals will be submitted on the form provided by the City. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party without the prior written consent of the other party.

No Bid

If unable to provide a proposal, please sign and return this form by return mail, advising reason for not submitting quotation.

Notification

The City of Liberty uses multiple channels for the notification and dissemination of all RFPs. Approved methods of dissemination include the City of Liberty website or the City of Liberty Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal noncompliant. The City of Liberty accepts no responsibility for the receipt or notifications of solicitations through any other source.

Priority of Documents

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Receipt of Proposals

Proposals must be received by the City Secretary prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Proposals received after that time will be returned unopened. **Faxed responses are not acceptable.**

Reimbursements

There is no expressed or implied obligation for the City of Liberty to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP. The City of Liberty will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation or to produce a contract for sale of property as specified herein.

Reservations

This solicitation does not require the City to accept any proposal or offer or to complete a sale. The City reserves the right to accept or reject, in part or in whole, any proposal submitted and waive any technicalities for the best interest of the City.

Satisfaction

All terms and conditions of the contract and specifications must be satisfactorily met; including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to the City Council.

Severability

The invalidity or unenforceability or any provision hereof shall not affect the validity or enforceability of any other provision.

Standard Contracts

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City of Liberty, Texas

Should this proposal include any of the City's Standard Contracts (Attachment A), all proposing parties shall be required to thoroughly read and understand the terms, conditions, and provisions in these documents. The successful proposer shall be responsible for compliance with these terms and conditions. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to the City Council. Any exceptions taken to City's standard contracts may cause the proposal to be considered nonresponsive.

Tax Exempt

The City of Liberty is exempt from State Retail Tax and Federal Excise Tax. The price proposal must be net, exclusive of taxes.

Venue

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas, County of Liberty. Venue shall be in the District Courts of Liberty County, Texas.

Withdrawal

Providers of proposals may request withdrawal of a posted sealed proposal prior to the scheduled proposal opening time, provided the request for withdrawal is submitted to the City Secretary in writing. The City reserves the right to reject any and all proposals by reason of this request. Proposals may not be withdrawn after the proposal opening time.

Special Provisions**Contract for Sale**

The successful proposer must execute the Contract for Sale of Real Estate, Exhibit "A", stating the identity of the property along with a nonrefundable check in the amount of five percent (5%) of the proposal amount made payable to Fielder, Gunter & Davis to be used as earnest money.

Closing

The proposer shall close on the transaction within 30 business days of notice from the City of Liberty of the award of proposal. The successful proposer will be responsible for closing costs associated with the transaction, if any, and any real estate fees that may be incurred by the buyer as stipulated in the attached Contract for Sale of Real Estate. The Contract for Sale of Real Estate must be completed, signed, and attached to proposal along with the required five percent (5%) of the proposal amount for the property.

Property Inspection

Please contact Gary Broz, City Manager, at (936) 336-3684 to make an appointment to inspect property.

Proposer acknowledges that the City of Liberty has provided proposer with the opportunity to inspect the property prior to bidding on and/or purchasing the property and the proposer has or has not so inspected the property at his or her sole discretion. Proposer acknowledges that the decision to purchase the property is entirely their own and the Proposer has not relied on any representations or warranty made by any officer, employee, or agent of the City of Liberty in deciding to purchase the property. Each proposer shall be held to have examined the property under consideration and confirm that he, or she, fully understands and is cognizant of all factors to the sale of the property listed herein.

Financing

Purchaser must arrange their own financing and complete the closing transaction within thirty (30) days of the proposal award; additional time may be considered under special circumstances. Proposer may elect to include in his or her proposal evidence of financing or availability of funds to complete this transaction. The City will not pay seller points, closing costs, or real estate transaction fees.

Indemnity

Buyer acknowledges that the City has not made and does not make any representations as to the physical condition of the property, or any other matter affecting or relating to the property, including title warranties. Buyer expressly agrees that to the maximum extent permitted by law, the property is conveyed "as is" and "with all faults." City expressly disclaim and buyer acknowledges and accepts that seller has disclaimed, any and all representations, warranties or guaranties of any kind, oral or written, expressed or implied concerning the property, including, without limitations: (i) the value, condition, merchantability, habitability, marketability, profitability, suitability or fitness for a particular use or purpose of the property; (ii) the manner or quality of the construction or the materials, if any, incorporated into the construction; and, (iii) the manner of repair, quality of repair, state of repair or lack of repair of the property. By Buyer's submittal of a proposal, Buyer represents that it has made all inspections of the property to determine its value and condition deemed necessary or appropriate by buyer, including, without limitation, inspections for the presence of asbestos, lead-based paint, pesticide residues, hazardous waste and other hazardous materials.

Omissions

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this requirement.

Regulations

The Buyer is responsible for meeting or exceeding all Federal, State of Texas, and local safety, health, and traffic regulations and standards in effect and applicable at the time of award. The Buyer is responsible for obtaining all appropriate permits when required.

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City of Liberty, Texas

SPECIFICATIONS

The City of Liberty is authorized to sell real property by utilizing the sealed bid procedure in accordance with Texas Local Government Code §272.001.

Legal Description of Property for Sale

LIBERTY OUTER BLOCKS, BLOCK O-7, LOT 4, TRACT 12, BEING FURTHER DESCRIBED IN VOLUME 1700, PAGE 684 OF THE REAL PROPERTY RECORDS OF LIBERTY COUNTY, TEXAS (Account No 005901-000070-006)

Attachment: 1309 Main St. Pkg. (3707 : 1309 N. Main-PropertySale)

RFP No.

City of Liberty, Texas

PROPOSAL QUOTATION AND CERTIFICATION**QUOTATION**

1309 North Main St., Liberty, Texas 77575

Liberty County, Texas

Grand Total \$ _____

Planned Commercial and/or Mixed Use of Property _____

(bidder may attach additional sheets as needed to describe proposed project)

CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other proposer, and that the contents of this proposal have not be communicated to any other proposer prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Real Estate Sales Contract.

Signed by: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No. _____ Fax Number: _____

Email: _____ Federal Tax ID No.: _____

Address: _____

Date: _____

Attachment: 1309 Main St. Pkg. (3707 : 1309 N. Main-PropertySale)

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City of Liberty, Texas

ATTACHMENT A**Example****Real Estate Sales Contract**

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract. Buyer must deliver the Earnest Money to Seller's Attorney to be held in escrow before the Earnest Money Deadline provided in section A.1 for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: CITY OF LIBERTY, TEXAS

Address: 1829 Sam Houston St., Liberty, TX 77575

Phone: (936)336-3684

Fax:

Type of entity: Municipality

Seller's Attorney: Fielder, Gunter & Davis

Address: 1517 Trinity St., Liberty, TX 77575

Phone: (936)336-4115

Fax: (281)754-4227

Buyer: _____

Address: _____

Phone: _____

Fax: _____

Type of entity: _____

Buyer's Attorney: _____

Address: _____

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Phone: _____

Fax: _____

Buyer's Broker: _____

Property: THE SURFACE ONLY of the land commonly known as 1309 North Main St.,
Liberty, Texas.

Purchase Price

Cash portion: _____

Seller-financed portion (principal amount of note): None

Third-party-financed
Portion: _____

Total purchase price: _____

Earnest Money: FIVE PERCENT OF THE BID AMOUNT

Surveyor: _____

Buyer's Liquidated Damages: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)

Seller's Additional Liquidated Damages: ONE THOUSAND AND NO/100 DOLLARS
(\$1,000.00)

County for Performance: Liberty

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: _____
2. Closing Date: 30 days after the effective date
3. Closing Time: To be agreed upon by the parties

B. Closing Documents

1. At closing, Seller will deliver the following items:

Quitclaim Deed

IRS Non-foreign Person Affidavit

Notices, statements, and certificates as specified in Exhibit C

2. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

Exhibit B—Representations; Environmental Matters

Exhibit C— Notices, Statements, and Certificates

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Title and Survey

1. Title insurance will not be provided on this property.

2. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Seller, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category. Should Buyer require a survey it shall be the Buyer's responsibility to obtain a survey at buyer's expense.

F. Representations

The parties' representations stated are true and correct as of the Effective Date and must be true and correct on the Closing Date.

G. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as

it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property that occurs after the Effective Date. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs after the effective date and before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). The casualty damage will be deemed to materially affect Buyer's intended use if the estimated amount of the damage exceeds five percent of the Purchase Price.] If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

4. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

H. Termination

1. Disposition of Earnest Money after Termination

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Seller's attorney to deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Seller's attorney to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those

obligations that cannot be or were not performed before termination of this contract.

I. Closing

1. *Closing.* This transaction will close at a time and place agreed upon by the Parties. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Seller. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Seller's attorney will be instructed to disburse the earnest money and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

J. Additional Condition.

1. Transaction Costs

- a. *Seller's Costs.* Seller will pay Seller's attorney's fees.
- b. *Buyer's Costs.* Buyer will pay any and all other costs associated with the transaction including survey costs if required.

K. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer.
- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within

Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within ten days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer.

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

L. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment.* This contract may be amended only by an instrument in writing

signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Liberty County, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. *Indemnity.* Buyer agrees to indemnify and defend Seller and their assigns and successors, and to hold them harmless from and against any and all damages, claims, deficiencies, losses, liabilities, obligations and expenses (including attorney's fees) of every kind

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and description arising from or relating to the Property.

15. *Waiver of Consumer Rights.* BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.* OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

 City of Liberty
 Carl Pickett, Mayor
 Date: _____

Seller

By: _____
 _____,
 Date: _____

Buyer

Attachment: 1309 Main St. Pkg. (3707 : 1309 N. Main-PropertySale)

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City of Liberty, Texas

EXHIBIT A**Legal Description of Property for Sale**

LIBERTY OUTER BLOCKS, BLOCK O-7, LOT 4, TRACT 12, BEING FURTHER DESCRIBED IN VOLUME 1700, PAGE 684 OF THE REAL PROPERTY RECORDS OF LIBERTY COUNTY, TEXAS (Account No 005901-000070-006)

Attachment: 1309 Main St. Pkg. (3707 : 1309 N. Main-PropertySale)

EXHIBIT B**Representations; Environmental Matters****A. Seller's Representations to Buyer**

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Municipal Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this.
3. *Violation of Laws.* Seller has not received notice of violation of any law, regulation, or requirements affecting the Property or Seller's use of the Property
4. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
5. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
6. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.
7. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN SECTION A OF THIS EXHIBIT B.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. SELLER MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

C. Environmental Matters

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES.** BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this section C regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

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City of Liberty, Texas

Exhibit C**Notices, Statements, and Certificates**

The following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Seller's disclosure of the location of pipelines under the surface of unimproved property to be used for residential purposes, described in section 5.010 of the Texas Property Code

Lead-paint warning statement, described in section 745.100 et seq. of title 40 of the Code of Federal Regulations.

Attachment: 1309 Main St. Pkg. (3707 : 1309 N. Main-PropertySale)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.2

Meeting: 01/24/17 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION (ID # 3708)

DOC ID: 3708

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AMENDING THE CODE OF ORDINANCES, CREATING ARTICLE 12.10, REGULATING THE USE OF WIRELESS COMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE OR BICYCLE; 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, the City Council of the City of Liberty, Texas recognizes that the use of wireless communication devices while driving is unsafe and is a danger to the citizens of Liberty; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest regulate the use of wireless communication devices while driving.

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

Section 1: Section 12.10 of the Code of Ordinances of the City of Liberty is created to read as follows:

Sec. 12.10.001 Definitions

- (a) All terms and definitions used in the Texas Transportation Code, section 545.425 are hereby adopted and incorporated into this section by this reference. Further, the following additional definitions are found to be consistent with the provisions of said statute and are supplemental in nature, and same shall inform every peace officer who enforces this section within the city limits of Liberty:
1. *Hands-free Device* shall mean use of speakerphone or voice activated capability of a Wireless Communication Device or, an attachment or accessory to such Device, regardless of whether such is permanently installed in the motor vehicle, that allows the use of a Wireless Communication Device without the use of the hands of the motor vehicle operator, other than to press necessary buttons in order to initiate, answer, or terminate a telephone call.
 2. *Official capacity* shall mean conduct occurring in the course or immediate furtherance of official government business, public safety, or during emergency or disaster operations.
 3. *Park or Parked* shall mean for the operator to completely cease movement of a motor vehicle in a lawful manner and location. For purposes of this Division, “Parked” does not include or mean a vehicle stopped in a lane of traffic due to either a lawful traffic control device, or the conditions on the roadway, or traffic congestion patterns then existing.

4. *Text message* means a two-way communication (whether real-time or asynchronous) in which data (composed in whole or in part of text, numbers, images, or symbols) is composed, sent, entered, or received by a method other than by voice and transmitted through either a short message service (SMS) or a computer network.
 5. *Use a Wireless Communication Device* and all grammatical variations of that phrase, shall mean and refer to the use of any function, application, or task of a Wireless Device, including but not limited to: talking; text messaging, electronic mail; use of internet, calendar, game, social media, appointments, task list, notes, calculator, camera; any and all other applications, tasks, uses or functions of a Wireless Communication Device; it also includes: composing, sending, reading, or viewing a text message, pictures, drawings, video, or written text, whether transmitted or received by internet or other electronic means; and, to engage in gaming. Provided however, this term does not include or mean the Use of a Wireless Device that is conducted with or as a Hands- free Device to initiate, answer, or terminate a telephone call.
 6. *Wireless Communication Device* shall mean a device that uses a commercial mobile service, as defined by 47 U.S.C. Section 332, which includes but is not limited to: mobile telephone, cell phone, personal digital assistant, or other device by which the user communicates either by voice, text entry or receipt, or by any other means of electronically transferred data.
 7. *Wireless Telephone Service* means two-way, real time voice telecommunications service that is interconnected to a public switched telephone network and is commonly referred to as cellular service or personal communication service.
- (b) Offense. It is an offense for the operator of a motor vehicle upon a public road, street, highway, or alley within the city limits to Use a Wireless Communication Device.

Sec. 12.10.002 Signs; defense and affirmative defenses; non-reportable

- (a) Signs. The City Manager or his designee shall erect and maintain official signs giving notice of the existence of this section to motor vehicle operators:
 1. Upon each public street and highway that enters or crosses the boundary of the city limits;
 2. Such other places as may be recommended by the City Manager.
- (b) Defense and Affirmative Defenses. It is an absolute defense to the offense described in Sec. 12.10.001 that the Wireless Device is used with or as a Hands-Free Device to initiate, answer, or terminate a telephone call. Moreover, it is an affirmative defense that the use of the Wireless Communication Device was:

1. While the vehicle is lawfully Parked:
2. To communicate with an emergency response operator, a fire department, and law enforcement agency, a hospital, physician's office, or health clinic regarding a medical or other bona fide emergency;
3. In the reasonable belief that a person's life or safety is in immediate danger;
4. By a government employee, designated first responder, or volunteer while acting in Official Capacity and having an immediate need to send, receive, or retrieve official information or communication that is necessary for such person's immediate duty or task;
5. By an operator who is licensed by the Federal Communications Commission while operating a radio frequency device other than a Wireless Communication Device; or Used as a global positioning or navigation device or for its global positioning or navigation operating software and the Wireless Communication Device is affixed to the motor vehicle.

Sec. 12.10.003 Presumption.

Evidence that a police officer observed a person holding a Wireless Communication Device while operating a motor vehicle creates a rebuttable presumption that the person used a Wireless Communication Device in violation of this ordinance.

Sec. 12. 10. 004 Penalty.

A violation of this ordinance shall be a class C misdemeanor with a fine not to exceed \$500.00.

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 take effect from and after its final passage and publication as required by law.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this _____ day of February, 2017.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary