



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, February 27, 2018

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 # 4036)**
Project Updates - City Mgr. G. Broz
- 2. Information Item (ID # 4037)**
Finance Report - Finance Dir. N. Herrington
- 3. Information Item (ID # 4038)**
Mayor, Council and Staff Comments

IV. REGULAR AGENDA

A. Regular Session

- 1. Council Action (ID # 4044)**

Consider ratifying the Liberty Community Development Corporation's action to approve the transfer of ownership of the Magnolia Ridge Golf Course to the City of Liberty, and take any action deemed necessary.

- Draft Agreement #2 (PDF)

2. Council Action (ID # 4039)

Consider acceptance of the Annual Audit Report for Fiscal Year 2016-2017, as presented by Swaim, Brents and Associates.

3. Council Action (ID # 4042)

Discussion of a letter received from the City of Hardin regarding the wastewater collection system, and take any action deemed necessary.

- City of Hardin Letter (PDF)

4. Council Action (ID # 4041)

Consider approval of the purchase of a crew cab truck and trailer for the Water & Wastewater Department.

- W&W Truck and Trailer Info (PDF)

5. Council Action (ID # 4040)

Consider approval of the purchase of a stake bed truck for the Street Department.

- Stake Bed Truck Info (PDF)

6. Council Action (ID # 4043)

Consider designation of certain vehicles and equipment as surplus property, and take any action deemed necessary.

- Surplus Equipment Info (PDF)

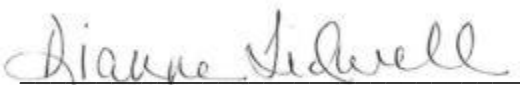
7. Council Action (ID # 4045)

Discussion of various projects and capital purchases, and take any action deemed necessary.

V. ADJOURNMENT

Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 23rd day of February, 2018 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.



Dianne Tidwell, City Secretary

NOTICE

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2018.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.1

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4036)

DOC ID: 4036



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.2

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4037)

DOC ID: 4037



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.3

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Miscellaneous Issues

INFORMATION ITEM (ID # 4038)

DOC ID: 4038



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.1

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Miscellaneous Expenditures

COUNCIL ACTION (ID # 4044)

DOC ID: 4044

DRAFT
AGREEMENT

This agreement ("Agreement") is made and entered into by and between the Liberty Community Development Corporation, a nonprofit corporation organized under the authority of the Development Corporation Act and the Texas Constitution ("LCDC"), acting by and through Dennis Beasley, its duly authorized President, the City of Liberty, a Texas home-rule municipality, acting by and through Carl Pickett, its duly authorized Mayor, and the Magnolia Ridge Country Club (hereinafter "MRCC") a non-profit located in Liberty County, acting by and through its President (hereinafter, the "Parties").

NOW, THEREFORE, the LCDC, City of Liberty, and MRCC for the considerations hereinafter set forth agree as follows:

1. MRCC agrees to sale approximately 120 acres located at 100 Country Club Drive, Liberty, Texas 77575 (the "Property") along with all improvements located thereon to the Liberty Community Development Corporation in accordance with the real estate contract attached as Exhibit A. Additionally, the MRCC shall transfer its interests in personal property to the LCDC. As a condition of this transaction the MRCC shall file a petition for voluntary annexation of the Property into the City of Liberty's city limits, and the annexation must be completed prior to closing. This voluntary annexation shall be limited to property owned by the Magnolia Ridge Country Club.
2. In consideration the LCDC agrees to make a one-time payment of approximately \$258,091.07 to the MRCC. The amount paid by the LCDC will likely change by the time of closing based on the amount of debt owed by the MRCC at the time of closing. The intention of the parties is for the LCDC to pay MRCC the exact amount of money necessary to pay-off the Magnolia Ridge Country Club's list of debts that are agreed to by the LCDC. The MRCC shall not accrue any further debts other than those outlined in Exhibit B without the expressed written consent of the LCDC. The \$258,091.07 is comprised of the following: \$96,757.00 for payables listed in Exhibit B; \$150,000 to pay off the real estate note to Bill Sjolander; and \$11,334.07 to pay-off the lawnmower note. These figures are subject to change prior to closing. The LCDC shall assume MRCC's interest and liability in the golf cart lease agreement originally executed between MRCC and PNC Equipment.
3. LCDC AND MRCC FURTHER agree to the following conditions:
 - a. Upon the completion of this transaction the LCDC will transfer the property to the City of Liberty. Both the LCDC and the City of Liberty agree to continue operating the Magnolia Ridge Country Club property as a public golf course for a minimum of five (5) years.
 - b. The parties agree that this agreement is contingent on Bill Sjolander agreeing to accept \$150,000 as a 100% pay-off of his lien on the property. MRCC represents and warrants that no other liens, other than tax liens, are placed on the Property.

- c. The LCDC in conjunction with the City of Liberty shall have the right to lease out the building currently used as a restaurant on the Property. However, current members of the MRCC shall have a first right of refusal to lease the restaurant from the City at a cost to be negotiated directly with the City of Liberty. Said first right of refusal shall expire thirty (30) days after closing on this transaction. If the City has not agreed in principal to a lease agreement with a club member during said thirty (30) day period the City shall have the right to sign a lease agreement for the restaurant with any individual or company.
- d. The Parties agree that the LCDC in conjunction with the City of Liberty has the sole authority to change the name of the golf course from the Magnolia Ridge Country Club.
- e. MRCC shall keep the Magnolia Ridge Country Club open for business until said time that this transaction closes. However, MRCC shall accrue no further debts without the written consent of the LCDC.
- f. The parties agree that this agreement shall close as soon as possible after the expiration of sixty (60) days from the date of this agreement.
- g. The annual MRCC Invitational is set to be held in May 2018. The LCDC agrees to fund this year's MRCC Invitational provided that the LCDC will also receive any proceeds from the MRCC Invitational. Additionally, the MRCC agrees to provide volunteers needed to plan and put on this years MRCC Invitational along with support from the LCDC and the City of Liberty. In the event that the MRCC Invitational is held prior to closing on this transaction the LCDC still agrees to fund the invitational provided that the LCDC shall be reimbursed for any expenses paid from the proceeds of the MRCC Invitational, and any profits above costs shall either go directly to the LCDC or towards payment of debts owed by the MRCC.
- h. The LCDC and MRCC acknowledge that certain members of the MRCC prepaid golf cart storage fees for the year. The LCDC shall allow said members that prepaid for golf cart storage to continue using the space under MRCC's agreement with the member for the remainder of the lease term.
- i. Any employee of the MRCC desiring to continue working at the golf course for the City must submit an application with the City of Liberty for employment. The City of Liberty does not guarantee that all employees of the MRCC will be hired by the City of Liberty.
- j. LCDC and MRCC covenant that neither they nor any of their respective officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall, in connection with the

employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

- k. LCDC and MRCC, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.
- l. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
- m. The failure of LCDC or MRCC to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of LCDC's or MRCC's right to assert or rely upon any such term or right on any future occasion.
- n. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Liberty County, Texas.
- o. The governing bodies of the LCDC, the City of Liberty, and MRCC have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies to sign this Agreement on behalf of the governing bodies.
- p. This written instrument along with the real estate contract attached as Exhibit "A" constitutes the entire agreement by the parties hereto concerning the property and services to be transferred and performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.
- q. The parties agree that this agreement may be executed in duplicate originals.
- r. Notices to LCDC shall be deemed given when delivered in person to the LCDC's President, or the next business day after the mailing of said notice addressed to said LCDC by United States mail, certified or registered mail, return receipt requested, and postage paid at 1829 Sam Houston St., Liberty, TX 77575.

Notices to MRCC shall be deemed given on the next business day after the mailing of said notice addressed to said MRCC by United States mail, certified or registered mail, return receipt requested, and the postage paid at 100 Country Club Dr., Liberty, TX 77575.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to multiples in Liberty, Liberty County, Texas, this ____ day of _____, A.D. 2018.

ATTEST:

LIBERTY COMMUNITY
DEVELOPMENT CORPORATION

Dennis Beasley
President, LCDC

ATTEST:

CITY OF LIBERTY

City Secretary

Carl Pickett
Mayor, City of Liberty

ATTEST:

Magnolia Ridge Country Club

Ross Norwood
President

Attachment: Draft Agreement #2 (4044 : Golf Course)

Exhibit A**DRAFT****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 and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature 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: MAGNOLIA RIDGE COUNTRY CLUB

Address: 100 Country Club Drive, Liberty, TX 77575

Phone: (936)336-6732

Type of entity: Non-profit Entity

Buyer: Liberty Community Development Corporation

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

Phone: (936)336-3684

Type of entity: Type B Corporation

Buyer's Attorney: Brandon Davis

Address: 1517 Trinity St., Liberty, TX 77575

Phone: (936)336-4115

Fax: (281)754-4227

Property: Being approximately 120 acres located at 100 Country Club Drive, Liberty, Texas 77575 (the "Property") along with all improvements located thereon.

Title Company: Tarver Abstract Company

Address: 400 Main Street, Liberty, Texas 77575

Phone: (936) 336-3614

Fax: (936) 336-9632

Underwriter: to be chosen by Title Company

Purchase Price

Attachment: Draft Agreement #2 (4044 : Golf Course)

Total Price: The initial purchase price shall be \$258,091.07, with said purchase price being amended closer to closing.

County for Performance: Liberty

Earnest Money: ONE THOUSAND and NO/100 DOLLARS (\$1,000.00)

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: Earnest Money is due upon Buyer signing this agreement
2. Delivery of Title Commitment: 30 days after Effective Date
3. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: 40 days after Effective Date
4. Delivery of Title Objections: 40 days after Effective Date
5. Delivery of Seller's records: 40 days after Effective Date
6. Closing Date: 60 days after the effective date
7. Closing Time: To be agreed upon by the parties

B. Closing Documents

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

General Warranty Deed

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

Evidence of Buyer's authority to consummate this transaction

Payment in full

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 1- Liberty County Central Appraisal District descriptions of the Property

D. Purchase and Sale of Property

Seller agrees to sell and convey Seller's interest in 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. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance at Buyer's expense.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *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 Title Company, 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. Seller will not provide a survey of the property. Buyer must pay for and provide a survey on the property.

4. *Delivery of Title Commitment, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; and legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has twenty days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

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 Title Company 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 Title Company 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 Title Company's offices at the Closing Date and Closing Time. 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 Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price 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 the escrow fee charged by Title Company; the basic charge for the Title Policy; the costs to prepare the deed; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender; Buyer's expenses and attorney's fees; the costs to obtain, deliver, and record releases of all liens to be released at closing; and the costs to record all documents to cure Title Objections agreed to be cured by Seller.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of

closing will be paid on a pro-rata basis by both the Seller and Buyer as of the Closing Date. Seller will pay the ad valorem taxes and all penalties, interest, and attorney fees for the years prior to the calendar year of closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply: If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

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 are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect the following as its sole and exclusive remedy:

- a. *Termination.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time. Buyer shall be entitled to the earnest money as liquidated damages.
- b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract.

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.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time. 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's actual out-of-pocket expenses incurred to perform its obligations under this contract, within ten days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses. Seller will also be entitled to the earnest money as liquidated damages.

3. *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.* The agreement between the LCDC, City of Liberty, and Magnolia Ridge Country Club for the sale of the Property and personal property, along with 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 a mediation 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.

Magnolia Ridge Country Club

President

Date: _____

Seller

Liberty Community Development Corporation

President

Date: _____

Buyer

Title Company acknowledges receipt of Earnest Money in the amount of _____
and a copy of this contract executed by both Buyer and Seller.

TARVER ABSTRACT

By: _____

Name:

Title:

Date:

EXHIBIT 1

Liberty CAD Property Search

Property ID: 144492 For Year 2018

 Map

Unable to determine the physical location of the property. Please contact Liberty CAD for more information.

 Property Details

Account	
Property ID:	144492
Legal Description:	IMPROVEMENT ONLY STORAGE ON TRACT PT 160, 000073 JAMES MARTIN
Geographic ID:	000073-000232-005
Agent Code:	
Type:	Real
Location	
Address:	100 COUNTRY CLUB DR
Map ID:	40 A
Neighborhood CD:	LISD01
Owner	
Owner ID:	16887
Name:	MAGNOLIA RIDGE COUNTRY CLUB
Mailing Address:	PO BOX 9130 LIBERTY, TX 77575-2830
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Attachment: Draft Agreement #2 (4044 : Golf Course)

Property Values

Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
Homestead Cap Loss: 0	N/A
Assessed Value:	N/A

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DIST	N/A	N/A	N/A	N/A	N/A
GLI	LIBERTY COUNTY	N/A	N/A	N/A	N/A	N/A
HD1	HOSPITAL DISTRICT 1	N/A	N/A	N/A	N/A	N/A
PR1	PRECINCT 1	N/A	N/A	N/A	N/A	N/A
SLI	LIBERTY ISD	N/A	N/A	N/A	N/A	N/A
WD5	WATER DISTRICT 5	N/A	N/A	N/A	N/A	N/A

Total Tax Rate: N/A Estimated Taxes With Exemptions: N/A Estimated Taxes Without Exemptions: N/A

Property Improvement - Building

Type: COMMERCIAL State Code: F1 Living Area: 0.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
RS1	WF STORAGE	*	2002	588.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
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Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$5,080	\$0	\$0	\$5,080	\$0	\$5,080
2016	\$5,080	\$0	\$0	\$5,080	\$0	\$5,080
2015	\$5,180	\$0	\$0	\$5,180	\$0	\$5,180
2014	\$8,000	\$0	\$0	\$8,000	\$0	\$8,000
2013	\$8,000	\$0	\$0	\$8,000	\$0	\$8,000
2012	\$8,000	\$0	\$0	\$8,000	\$0	\$8,000
2011	\$8,000	\$0	\$0	\$8,000	\$0	\$8,000

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page Number
1/19/2006	OT	OTHER	HOWSE TREY	MAGNOLIA RIDGE COUNTRY CLUB		

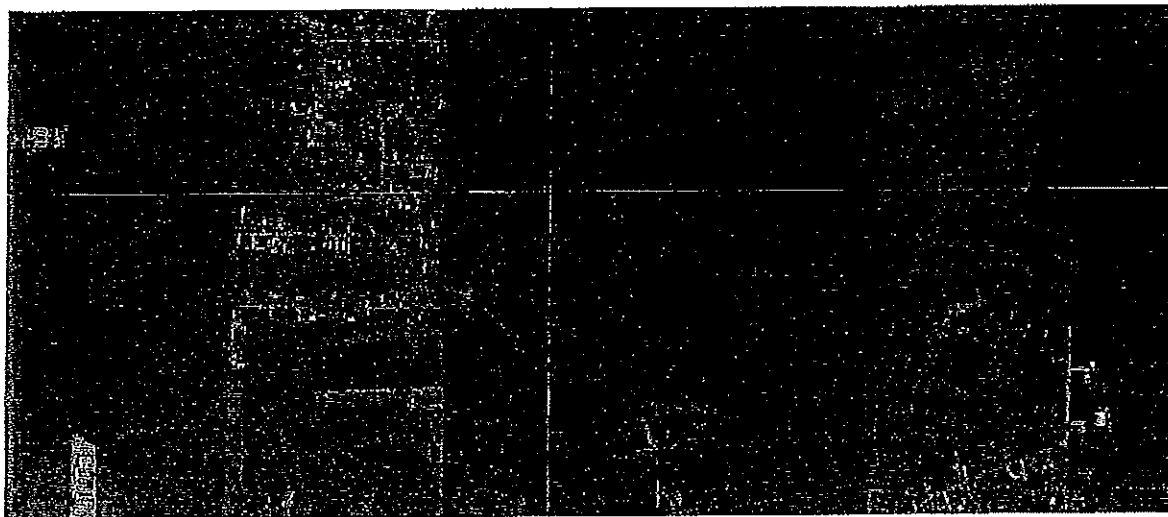
DISCLAIMER

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Liberty CAD Property Search

Property ID: 16822 For Year 2018

Map



Property Details

Account	
Property ID:	16822
Legal Description:	000073 JAMES MARTIN, TRACT PT 160, ACRES 98.38
Geographic ID:	000073-000232-002
Agent Code:	
Type:	Real
Location	
Address:	100 COUNTRY CLUB DR
Map ID:	40-A
Neighborhood CD:	LISD01
Owner	
Owner ID:	16887
Name:	MAGNOLIA RIDGE COUNTRY CLUB
Mailing Address:	PO BOX 9130 LIBERTY, TX 77575-2830
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Attachment: Draft Agreement #2 (4044 : Golf Course)

Property Values

Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
Homestead Cap Loss: ?	N/A
Assessed Value:	N/A

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DIST	N/A	N/A	N/A	N/A	N/A
GLI	LIBERTY COUNTY	N/A	N/A	N/A	N/A	N/A
HD1	HOSPITAL DISTRICT 1	N/A	N/A	N/A	N/A	N/A
PR1	PRECINCT 1	N/A	N/A	N/A	N/A	N/A
SLI	LIBERTY ISD	N/A	N/A	N/A	N/A	N/A
WD5	WATER DISTRICT 5	N/A	N/A	N/A	N/A	N/A

Total Tax Rate: N/A Estimated Taxes With Exemptions: N/A Estimated Taxes Without Exemptions: N/A

Property Improvement - Building

Type: COMMERCIAL State Code: F1 Living Area: 400.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	L40	1962	400.00
114	FRAME UTILITY	*	1966	600.00
111	OPEN FRAME PORCH	L40	1966	129.00
111	OPEN FRAME PORCH	L40	1966	33.00

Type: COMMERCIAL State Code: F1 Living Area: 0.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
RS1	WF STORAGE	*	1970	960.00
RS1	WF STORAGE	*	1970	840.00
RS2	METAL STORAGE	*	1970	108.00
RS1	WF STORAGE	*	1970	120.00
CP2	CANOPY ON DIRT	*	1960	360.00
RS1	WF STORAGE	*	1970	480.00
RS1	WF STORAGE	*	1970	840.00
RS2	METAL STORAGE	*	1960	192.00

Type: COMMERCIAL State Code: F1 Living Area: 0.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
CP2	CANOPY ON DIRT	*	2008	300.00
TC1	CLAY TENNIS COURT	*	1962	10,580.00

Type: MISC IMPROVEMENTS State Code: F1 Living Area: 0.00sqft Value: N/A

Type: COMMERCIAL State Code: F1 Living Area: 0.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
AP5	METAL BARN, AVG-QUALITY	*	1999	1,110.00
CP1	CANOPY,CARPORT ON SLAB	*	1999	1,500.00

Type: COMMERCIAL State Code: F1 Living Area: 0.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
CP2	CANOPY ON DIRT	*	1999	1,275.00
RS2	METAL STORAGE	*	1999	912.00

Type: MISC IMPROVEMENTS State Code: F1 Living Area: 0.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
CP1	CANOPY,CARPORT ON SLAB	*	2002	950.00

Type: COMMERCIAL State Code: F1 Living Area: 3,220.00sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
------	-------------	----------	---------------	------------	------

111	OPEN FRAME PORCH	*		2002	80.00
111	OPEN FRAME PORCH	*		2002	88.00
MA	MAIN AREA	A61	HP	2002	3,220.00
111	OPEN FRAME PORCH	*		2002	448.00

Type: COMMERCIAL State Code: F1 Living Area: 0.00sqft Value: N/A

Type	Description	Class CD	Year Built	SQFT
AP5	METAL BARN, AVG-QUALITY	*	1999	1,440.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FA	FRONT ACREAGE	98.38	4,285,432.80	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$365,930	\$160,580	\$0	\$526,510	\$0	\$526,510
2016	\$394,270	\$160,650	\$0	\$554,920	\$0	\$554,920
2015	\$400,070	\$160,650	\$0	\$560,720	\$0	\$560,720
2014	\$524,950	\$160,650	\$0	\$685,600	\$0	\$685,600
2013	\$524,950	\$160,650	\$0	\$685,600	\$0	\$685,600
2012	\$524,950	\$160,650	\$0	\$685,600	\$0	\$685,600
2011	\$524,950	\$160,650	\$0	\$685,600	\$0	\$685,600

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
	OT	OTHER		MAGNOLIA RIDGE COUNTRY CLUB	374	531	0

DISCLAIMER

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Liberty CAD Property Search

Property ID: 16823 For Year 2018

 Map

Unable to determine the physical location of the property. Please contact Liberty CAD for more information.

 Property Details

Account	
Property ID:	16823
Legal Description:	000073 JAMES MARTIN, TRACT PT 160, ACRES 1.84
Geographic ID:	000073-000232-012
Agent Code:	
Type:	Real
Location	
Address:	100 COUNTRY CLUB DR
Map ID:	40 A, AERIAL 86
Neighborhood CD:	LISD01
Owner	
Owner ID:	16887
Name:	MAGNOLIA RIDGE COUNTRY CLUB
Mailing Address:	PO BOX 9130 LIBERTY, TX 77575-2830
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Attachment: Draft Agreement #2 (4044 : Golf Course)

Property Values

Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
Homestead Cap Loss: 0	N/A
Assessed Value:	N/A

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Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DIST	N/A	N/A	N/A	N/A	N/A
CLI	CITY OF LIBERTY	N/A	N/A	N/A	N/A	N/A
GLI	LIBERTY COUNTY	N/A	N/A	N/A	N/A	N/A
HD1	HOSPITAL DISTRICT 1	N/A	N/A	N/A	N/A	N/A
PR1	PRECINCT 1	N/A	N/A	N/A	N/A	N/A
SLI	LIBERTY ISD	N/A	N/A	N/A	N/A	N/A
WD5	WATER DISTRICT 5	N/A	N/A	N/A	N/A	N/A

Total Tax Rate: N/A Estimated Taxes With Exemptions: N/A Estimated Taxes Without Exemptions: N/A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FA	FRONT ACREAGE	1.84	80,150.40	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$0	\$3,000	\$0	\$3,000	\$0	\$3,000
2016	\$0	\$3,010	\$0	\$3,010	\$0	\$3,010
2015	\$0	\$3,010	\$0	\$3,010	\$0	\$3,010
2014	\$0	\$3,010	\$0	\$3,010	\$0	\$3,010
2013	\$0	\$3,010	\$0	\$3,010	\$0	\$3,010
2012	\$0	\$3,010	\$0	\$3,010	\$0	\$3,010
2011	\$0	\$3,010	\$0	\$3,010	\$0	\$3,010

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
	OT	OTHER		MAGNOLIA RIDGE COUNTRY CLUB	374	531	0

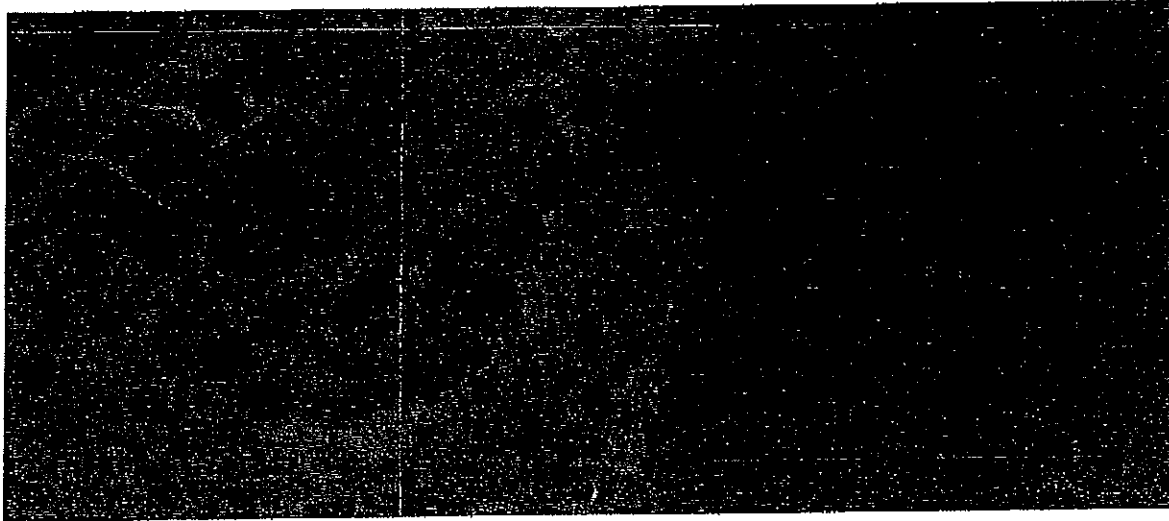
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Liberty CAD Property Search

Property ID: 16887 For Year 2018

Map



Property Details

Account	
Property ID:	16887
Legal Description:	000073 JAMES MARTIN, TRACT 228, ACRES 20.0
Geographic ID:	000073-000291-006
Agent Code:	
Type:	Real
Location	
Address:	100 COUNTRY CLUB DR
Map ID:	40 A, AERIAL 86
Neighborhood CD:	LISD01
Owner	
Owner ID:	16887
Name:	MAGNOLIA RIDGE COUNTRY CLUB
Mailing Address:	PO BOX 9130 LIBERTY, TX 77576-2830
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Attachment: Draft Agreement #2 (4044 : Golf Course)

Property Values

Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
Homestead Cap Loss: ②	N/A
Assessed Value:	N/A

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Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DIST	N/A	N/A	N/A	N/A	N/A
GLI	LIBERTY COUNTY	N/A	N/A	N/A	N/A	N/A
HD1	HOSPITAL DISTRICT 1	N/A	N/A	N/A	N/A	N/A
PR1	PRECINCT 1	N/A	N/A	N/A	N/A	N/A
SLI	LIBERTY ISD	N/A	N/A	N/A	N/A	N/A
WD5	WATER DISTRICT 5	N/A	N/A	N/A	N/A	N/A

Total Tax Rate: N/A Estimated Taxes With Exemptions: N/A Estimated Taxes Without Exemptions: N/A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FA	FRONT ACREAGE	20	871,200.00	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$0	\$32,640	\$0	\$32,640	\$0	\$32,640
2016	\$0	\$32,660	\$0	\$32,660	\$0	\$32,660
2015	\$0	\$32,660	\$0	\$32,660	\$0	\$32,660
2014	\$0	\$32,660	\$0	\$32,660	\$0	\$32,660
2013	\$0	\$32,660	\$0	\$32,660	\$0	\$32,660
2012	\$0	\$32,660	\$0	\$32,660	\$0	\$32,660
2011	\$0	\$32,660	\$0	\$32,660	\$0	\$32,660

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
	OT	OTHER		MAGNOLIA RIDGE COUNTRY CLUB	544	518	0

DISCLAIMER

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Exhibit B

Country Club Buy-Out Proposal

Listed Payables	\$96,757.00
Real Estate Note	\$150,000.00
Mower Note	<u>\$11,334.07</u>
	\$258,091.07

Continue with Cart Lease

All Equipment & Tools go to City

Current Employees will go through Hiring Process

Will Contract Restaurant and Bar.

Packet Pg. 34

~~65,000~~
- 14,500

$$\begin{array}{r} 7750^{\circ} \\ 17,25^{\circ} \\ \hline 96,75^{\circ} \end{array}$$



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.2

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Financial Issues

COUNCIL ACTION (ID # 4039)

DOC ID: 4039



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.3

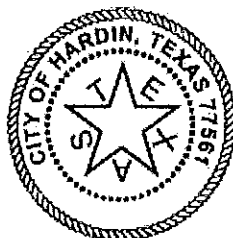
Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Wastewater Issues

COUNCIL ACTION (ID # 4042)

DOC ID: 4042

STEPHANIE BLUME
Mayor
CHRISTIAN GOODWIN
Councilmember #1
ANTHONY LANDRY
Mayor Pro Tem #2



ARTHUR RILEY
Councilmember #3
MORRIS NELMS
Councilmember #4
DAVID MEADOWS
Councilmember #5

CITY OF HARDIN

*P O Box 324
Hardin, Texas 77561
(936) 298-2117 fax (936) 298-3732
cityofhardin@teleshare.net*

February 13, 2018

Mayor Carl Pickett
City of Liberty
Liberty City Hall
1829 Sam Houston
Liberty, Texas 77575

Re: City of Hardin
Wastewater Treatment Plant and Sanitary Sewer Collection System Improvements

Dear Mayor Pickett:

The following information is based on our history dealing with growth in our service area as well as information from our City Engineer. The City of Hardin ("Hardin") contracted with the City of Liberty ("Liberty") in December 2003 for the disposal of Hardin's wastewater. According to the contract, Hardin is allowed to send Liberty up to 200,000 gallons of sewage per day for disposal without penalty. Hardin had approximately 290 sanitary sewer connections at the time the contract was executed. Utilizing a planning/design factor of 320 GPD/ESFC, the dry weather flow at that time would have been approximately 92,800 GPD. Including an industry standard peaking factor of 4 to account for inflow and infiltration, the wet weather flows for a two hour peak would have been approximately 260 gpm, which could result in as much as 371,200 gallons of sewage flow per day.

Over the past 14 years, Hardin has grown by more than 200%, currently serving approximately 600 sanitary sewer connections. Utilizing a planning/design factor of 320 GPD/ESFC, the dry weather flow currently would be approximately 192,000 GPD. Including an industry standard peaking factor of 4 to account for inflow and infiltration, the wet weather flows for a two hour peak would be approximately 535 gpm, which could result in as much as 768,000 gallons of sewage flow per day. Due to this increase in connections within Hardin's service area for their sanitary sewer collection system and issues with inflow and infiltration, Hardin has gone over the contracted amount of sanitary sewer flow multiple times.

Hardin does understand the problems these overages have caused at Liberty's sanitary sewer facilities and has been working to correct the situation. Due to concern of increased inflow and infiltration issues, Hardin authorized a Wastewater Collection System Evaluation to be

performed that focused on the state of the manholes in the collection system. This study was completed in January of 2017 and resulted in a report outlining the findings of investigations of

Mayor Pickett
 City of Liberty
 February 13, 2018
 Page 2 of 3

each manhole within the Hardin's collection system. These manholes were separated into categories based on defects observed – good, fair, poor, and high priority. Based on the findings of this investigation, Hardin solicited bids to rehabilitate the manholes listed in the high priority category. The reconstruction of these manholes was completed mid-2017.

Utilizing the Evaluation from January of 2017, Hardin is continuing to correct any inflow and infiltration problems. Hardin applied for a Community Development Block Grant from the TDA in January of 2017 and is expecting authorization in December of 2017. Funds from this grant will be used to rehabilitate the manholes from the aforementioned report that were listed in the fair and poor categories along with other improvements to the collection system. This project will include the rehabilitation of approximately 600 linear feet of sanitary sewer gravity lines by pipe burst (trenchless) method, the rehabilitation and adjustment of approximately 100 sanitary sewer manholes, the extension of a sanitary sewer force main to approximately 600 feet to a manhole better suited to take in its flow, and communications between lift stations (specifically Lift Stations "A" and "H") within Hardin's service area. It is possible to apply for this grant every other year, and Hardin has plans to apply again when the opportunity arises in order to continue improving their collection system.

As of June 27, 2017, the City Council of the City of Liberty decided to terminate the agreement with Hardin with an effective termination date of July 1, 2022. With this in mind, Hardin has been taking steps to construct a wastewater treatment plant (WWTP) in order to treat their own wastewater in lieu of pumping it to Liberty's sanitary sewer collection system. Hardin is currently in the process of finding suitable property for this facility. The schedule below outlines the time frame expected to get the WWTP designed, constructed, and online.

Task Description	Duration	Completion Date
Date of letter from City of Liberty		June 27, 2017
Locate and Enter into Contract on Suitable Property	12 months	July 2018
Perform Environmental Study on Proposed Site	6 months	January 2019
Close on Property (Contingent on Environmental Findings)	3 months	April 2019
Apply and Secure TPDES Discharge Permit from TCEQ	12 months	April 2020
Design of Wastewater Treatment Plant	18 months	October 2021
Construction of Wastewater Treatment Plant	18 months	April 2023
Anticipated Start-Up of Wastewater Treatment Plant		May 2023

Given the time frame above, Hardin would like to request the effective termination date of July 1, 2022 be extended one year. The design and construction of a WWTP is a sizable undertaking, especially for a small City. Hardin is exploring different avenues to aid in funding the tasks above, one avenue being a TWDB loan with partial loan forgiveness. This process takes time which is a contributing factor to some of the lengths of time shown above. However, Hardin will work diligently to get the entire process completed as quickly as possible. Given their commitment to resolving their inflow and infiltration problems as well as to constructing a new WWTP, Hardin would like to request the penalties for overages be suspended starting January 1, 2018. Hardin would set up an account and deposit these penalty charges to be used toward the tasks above.

Mayor Pickett
City of Liberty
February 13, 2018
Page 3 of 3

During the time frame allotted for the tasks involved in constructing the WWTP, Hardin will continue to work to resolve their issues with inflow and infiltration. Hardin would like to develop a comprehensive plan of improvements to the wastewater system. This would entail smoke testing approximately 100,000 linear feet wastewater collection lines and documenting leaks of sewer lines, installation of lift station event recorders for inflow and infiltration analysis, and a comprehensive plan of improvements throughout the collection system, including any required improvements to lift stations and force mains in order to convey flow to the proposed WWTP. This study and master improvements plan would cost Hardin approximately \$115,000.00, which would include the costs of smoke testing and lift station event recorders. The schedule below outlines the time frame expected to get a comprehensive plan of improvements to the wastewater system developed.

Task Description	Completion Date
Anticipated Notice to Proceed	January 2018
Smoke Test Sewer Lines	March 2018
Document Leaks in Sewer Lines with Maps	April 2018
Installation and Monitoring of Lift Station Event Recorders	May 2018
Installation and Monitoring of Rain Gauge	May 2018
Analysis of Lift Stations and Force Mains	June 2018
Development of Comprehensive Plan of Improvements to Sewer System	July 2018
Anticipated Delivery of Comprehensive Plan of Improvements to Sewer System Report	August 2018

Hardin is currently behind on payment of overage penalties to Liberty and owes approximately \$100,000.00. Hardin would like to request the back penalties currently owed be forgiven with the understanding the amount will be applied to completion and delivery of the report for the comprehensive plan of improvements to the sewer system. Hardin would set up an account and deposit these penalty charges to be used toward the tasks above.

We look forward to working with the City of Liberty over the next several years to improve our wastewater collection system and the construction of our WWTP to meet your termination date. We appreciate you coming to meet with us regarding these issues.

Please contact me at 936.298.2117 with any questions or comments.

Sincerely,

Mayor Stephanie Blume
City of Hardin

Copy: Jimmy Flowers, LJA Engineering, Inc., 11821 East Freeway, Suite 360, Houston, Texas 77029

Attachment: City of Hardin Letter (4042 : City of Hardin)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.4

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 4041)

DOC ID: 4041

WATER/WASTEWATER CREW TRUCK QUOTES

BUDGETED - \$70,000

Item	BJ Ford Ford	Chastang Ford	Liberty Dayton Chrysler (1)
2018 Ford F-450 Crew Cab Chasisis	\$41,798.45	\$43,443.00	No Quote
Contractor Body (2)	\$12,665.00	\$11,000.00	No Quote
Total	\$54,463.45	\$54,443.00	

(1) Liberty Dayton Chrysler does not have a comparable vehicle

(2) BJ Ford - General Body; Chastang Ford - Knapheide Body

Item	Hlavinka (Ranch King)	Big Tex (3)	Husky (Top Hat) (4)
Utility Trailer	\$4,644.00	\$3,969.00	\$4,100.00

(3) Big Tex did not quote flip up ramps. Regular Ramps are undersized for equipment.

(4) Husky did not provide any information on trailer other than manufacturer & price.

	BJ Ford	Chastang Ford
Total Cost Truck, Contractor Body & Trailer	\$59,107.45	\$59,087.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.5

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 4040)

DOC ID: 4040

STREETS

STAKE BED TRUCK

BUDGETED - \$60,000

Item	BJ Ford Ford	Chastang Ford	Liberty Dayton Chrysler (1)
2018 Ford F-450 Regular Cab Chasisis	\$39,217.45	\$40,098.00	No Quote
Stake Bed (2)	\$17,500.00	\$12,350.00	No Quote
Total	\$56,717.45	\$52,448.00	

(1) Liberty Dayton Chrysler does not have a comparable vehicle

(2) BJ Ford & Chastang Ford - General Truck Body

General Truck Body installs stake bed	\$15,075.00
---------------------------------------	-------------

	BJ Ford	Chastang Ford
Total Cost Truck & Stake Bed	\$54,292.45	\$55,173.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.6

Meeting: 02/27/18 06:00 PM

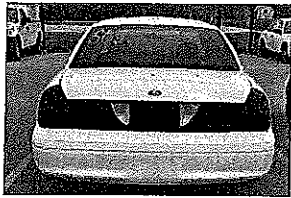
Department: Administration
Category: Surplus Equipment

COUNCIL ACTION (ID # 4043)

DOC ID: 4043

SURPLUS ITEMS 2018

420 Lot 1	SMOKE BLOWER 20-5 JAGGER PUMP GX300 ELECTRIC JACK HAMMER
420 Lot 3	ICS CHAINSAW PIPECUTTER (TWO)
410 Lot 4	2008 KABOTA L3400 TRACTOR
403 Lot 5	2005 FORD 350XLT
417 Lot 6	APROX 290 METAL FOLDING CHAIRS
403 Lot 7	TWIN BED FRAME/HEADBOARD/FOOTBOARD (THREE)
403 Lot 8	LOCK BOX (FOUR)
403 Lot 9	PREMIER 6 BURNER STOVE
406 Lot 10	2007 CROWN VICTORIA (1)
406 Lot 12	2005 CROWN VICTORIA (3)
406 Lot 13	2007 CROWN VICTORIA (4)
406 Lot 14	2005 CROWN VICTORIA (5)
409 Lot 15	1997 CHEVY
409 Lot 16	2005 FORD F-150
404 Lot 17	KENT RAZOR FLOOR SCRUBBER



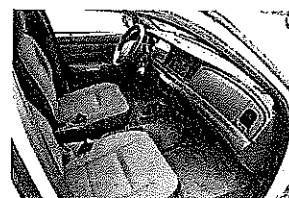
LOT 10C



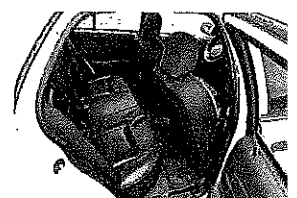
LOT 10D



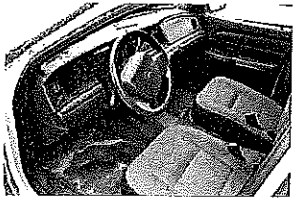
LOT 10E



LOT 10F



LOT 10G



LOT 10H



LOT 12A



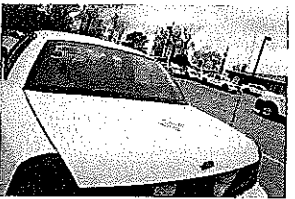
LOT 12B



LOT 12C



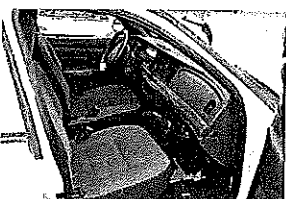
LOT 12D



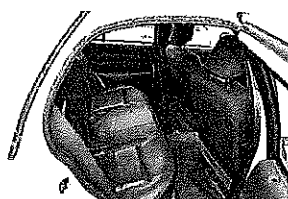
LOT 12E



LOT 12F



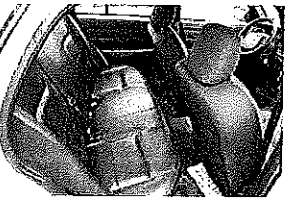
LOT 12G



LOT 12H



LOT 13 D



LOT 13 G



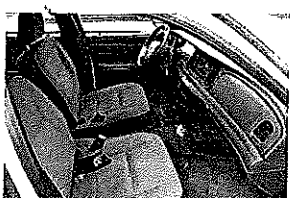
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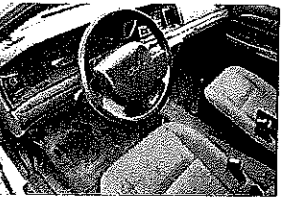
LOT 13B



LOT 13C



LOT 13E



LOT 13H



LOT 14a



LOT 14b



LOT 14c



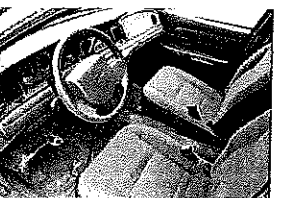
LOT 14D



LOT 14E



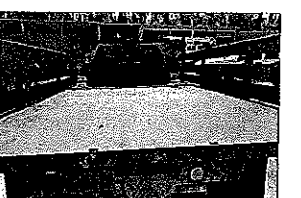
LOT 14F



LOT 14G



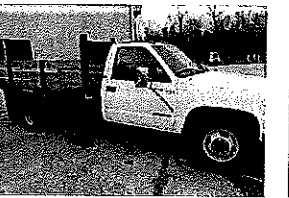
LOT 14H



LOT 15A



LOT 15B



LOT 15C



LOT 15D

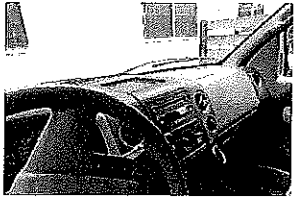


LOT 15E

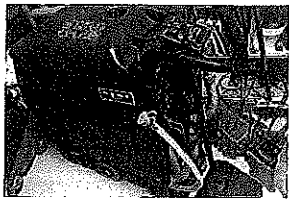


LOT 15F

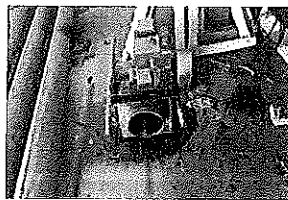
Attachment: Surplus Equipment Info (4043 : Surplus Equipment)



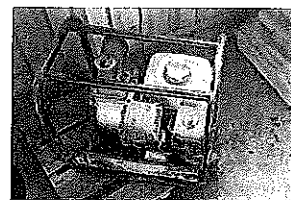
LOT 16J



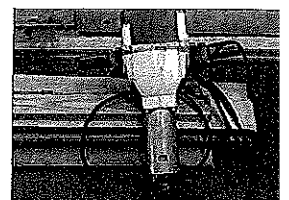
LOT 17



LOT 01



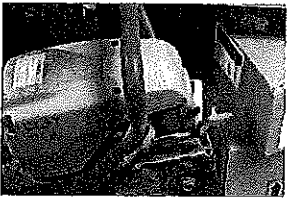
LOT 01A



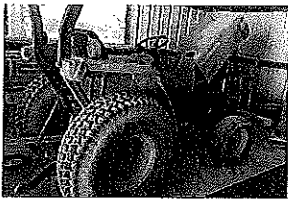
LOT 01B



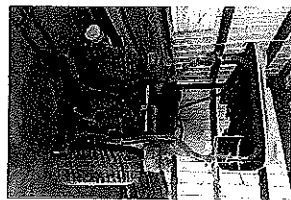
LOT 03



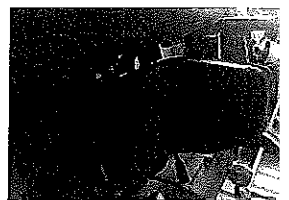
LOT 03A



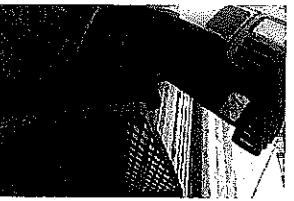
LOT 04A



LOT 04B



LOT 04C



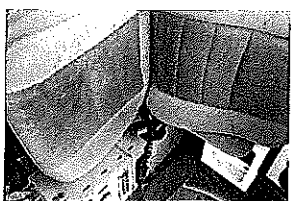
LOT 04D



LOT 04E



LOT 05A



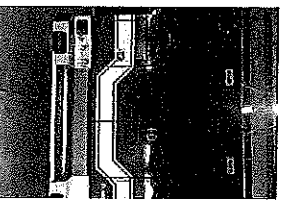
LOT 05B



LOT 05C



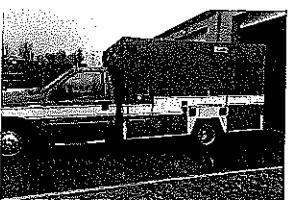
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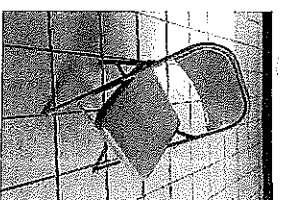
LOT 05G



LOT 05H



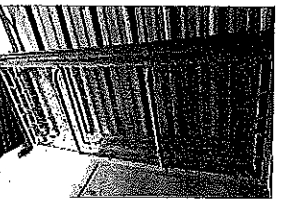
LOT 05I



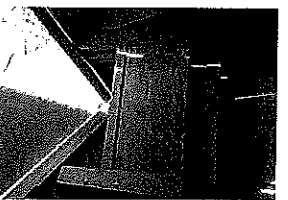
LOT 06A



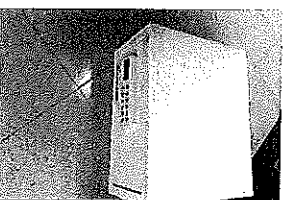
LOT 06B



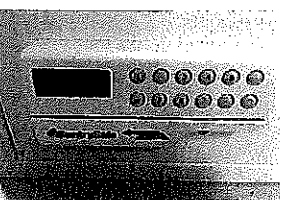
LOT 07A



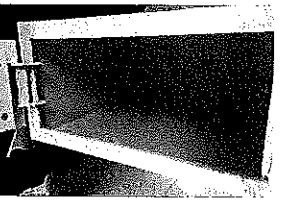
LOT 07B



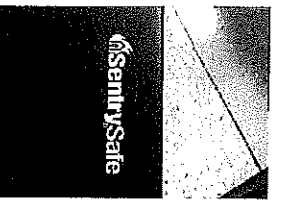
LOT 08A



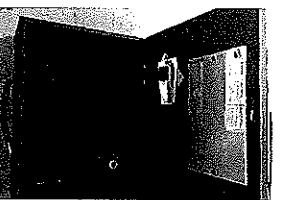
LOT 08B



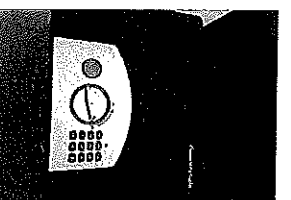
LOT 08C



LOT 08D



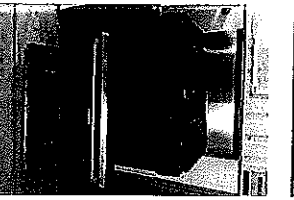
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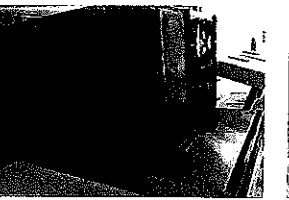
LOT 08F



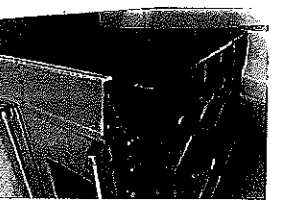
LOT 09A



LOT 09B



LOT 09C



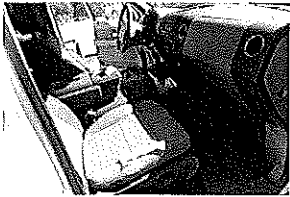
LOT 09D



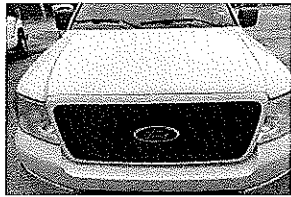
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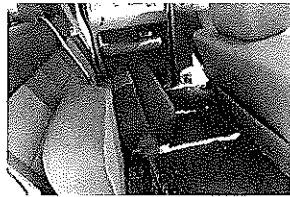
LOT 10B



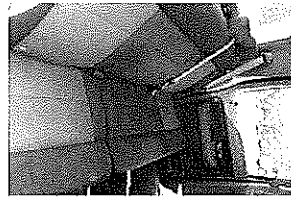
LOT 16A



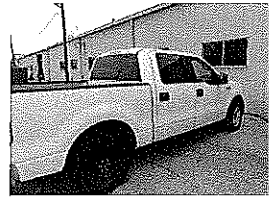
LOT 16B



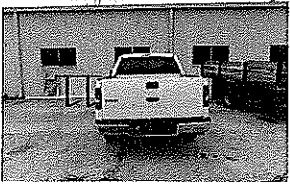
LOT 16C



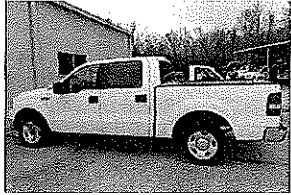
LOT 16D



LOT 16E



LOT 16F



LOT 16G



LOT 16H



LOT 16I



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.7

Meeting: 02/27/18 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 4045)

DOC ID: 4045