



The City of Liberty
City Council
Special Called Meeting
~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, September 25, 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 Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	
Councilperson Paul Glazener	☐	☐	☐	
Councilperson Chipper Smith	☐	☐	☐	

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 # 4257)

Project Updates - City Mgr. Tom Warner

2. Information Item (ID # 4258)

Recycling Report - Councilperson Huddleston

- Shred It Event (DOC)

3. Information Item (ID # 4259)

Mayor, Council and Staff Comments

IV. REGULAR AGENDA

A. Regular Session

1. Ordinance (ID # 4238)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2018-2019, AT A RATE OF \$0.5851 PER ONE HUNDRED DOLLAR (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

2. Council Action (ID # 4253)

Consider approval of a bid for Tax Resale Property described as 0.7281 acres, GEO ORR, Tract 240, Street and Paving (Cook Street).

- Tax Resale Property Info (PDF)
- Tax Resale Prop Map (PDF)

3. Council Action (ID # 4254)

Consider approval of a Lease Agreement between the Port of Liberty, Chambers-Liberty Counties Navigation District and the City of Liberty, and Schlumberger Technology Corporation, for property located at 1505 Fort Worth Street, Liberty, Texas.

- Lease Agreement-Schlumberger (PDF)

4. Council Action (ID # 4255)

Consider approval of the dates of March 22nd and 23rd for the 2019 Liberty Jubilee.

- March 2019 Events (PDF)

5. Council Action (ID # 4256)

Consider designation of certain Fire Department Self Contained Breathing Apparatus Equipment (SCBA) as surplus property, and authorize the transfer of the designated SCBA Equipment to the Texas Forest Service.

- FD SCBA Equipment (PDF)

6. Council Action (ID # 4260)

Consider approval of a new City of Liberty Purchasing Policy.

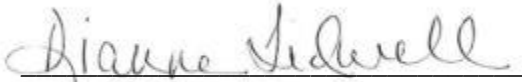
7. Ordinance (ID # 4261)

CONSIDER ADOPTION OF AN ORDINANCE BY THE CITY OF LIBERTY, TEXAS ("CITY") APPROVING THE SETTLEMENT FILED IN ENTERGY TEXAS, INC.'S RATE PROCEEDING INITIATED ON MAY 15, 2018; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

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 18th day of September, 2018 at 5:00 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: 09/25/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4257)

DOC ID: 4257 A

Subject: Project Updates

Background: This agenda item affords the City Manager the opportunity to update the Council and the public on current and future City projects and activities.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.2

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4258)

DOC ID: 4258

Subject: Recycling Report

Background: The City of Liberty holds several community "Shred It Events" during the year for proper disposal of sensitive documents. Councilperson Huddleston arranges these events for the City. A Shred-It Event will be held on Saturday, September 22, 2018 from 9 a.m. until Noon. Councilperson Huddleston will report on this event at the Council Meeting.

Fiscal Impact: The City has allocated \$4000 from the Solid Waste Fund for recycling. The cost for the Shred Events are expended from this fund.

Staff Recommendation: Staff recommends continuing with the Shred Events for the benefit of the residents.

Free opportunity to safely dispose of valuable customer information!!

The City of Liberty

Hosts

“Shred It and Forget It!”

Saturday, September 22

9:00 AM until Noon or Until Truck Fills Up!!

Liberty City Hall

Parking lot

Individuals are asked to bring old credit card statements, IRS tax records, computer disks, or anything that lists personal information ...to be commercially shredded --- absolutely **FREE!!**

The City of Liberty stresses the importance of shredding customer and personal confidential information to prevent Identity Theft.

“Shred It and Forget It!”



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.3

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Announcements

INFORMATION ITEM (ID # 4259)

DOC ID: 4259

Subject: Mayor, Council & Staff Comments

Background: This agenda item affords the Mayor, Council and Members of Staff to comment on recognition of community members, city employees, upcoming events, etc.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Tax Rate

4.A.1

ORDINANCE (ID # 4238)

DOC ID: 4238 D

Subject: Tax Rate Adoption

Background: After the budget is adopted, the Council must adopt an ordinance setting the tax rate. This action completes the budget process. The tax rate includes two components: a levy for maintenance and operations of \$0.3742 and a levy for debt service of \$0.2109.

The previous year's tax rate was \$0.6100. The proposed rate for Fiscal Year 2018-2019 is \$0.5851.

Fiscal Impact: The FY 2018-2019 Budget will raise more revenue from property taxes than last year's budget by approximately \$220,545.

Staff Recommendation: Staff recommends approval of the proposed tax rate.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2018-2019, AT A RATE OF \$0.5851 PER ONE HUNDRED DOLLAR (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, following public notices duly posted and published as required by law, public hearings were held on August 28, 2018, and September 11, 2018, by and before the City Council of the City of Liberty, the subject of which was the proposed tax rate for the City of Liberty for Fiscal Year 2018-2019, submitted by the City Manager in accordance with provisions of required state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby levied and shall be assessed for the tax year 2018-2019 on all taxable property situated within the corporate limits of the City of Liberty, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.5851 on each \$100 assessed valuation of taxable property as follows:

(a) for the purpose of General Fund Maintenance and Operation of the municipal government of the City of Liberty, a tax of \$0.3742 on each \$100 assessed value on all taxable property; and

(b) For the purpose of payment of principal and interest on all Debt Service of the City of Liberty, a tax of \$0.2109 on each \$100 assessed value on all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.24 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-3.60.

SECTION 2. The tax roll, prepared by Richard Brown, Liberty County Tax Assessor-Collector, as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 4. All ordinances of the City of Liberty Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

SECTION 6. 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.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ON THIS THE 25TH DAY OF SEPTEMBER, 2018.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.2

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Property

COUNCIL ACTION (ID # 4253)

DOC ID: 4253

Subject: Tax Resale Property (Cook Street)

Background: The Tax Resale Property is located within the Park Place Apartments and serves as their parking lot. Apparently when the apartment complex changed ownership the parking lot was not included in the sale. Since the sale of the property, no one has paid the taxes resulting in the taking of the property for back taxes. An offer has been made to purchase the property from someone other than the current owner of the apartment complex. The property owner of the apartment complex believes they have ownership but have not provided any documentation. Liberty County has approved the sale of the property.

Fiscal Impact: The amount of funds to be distributed to the City of Liberty from the sale of the property is \$12,877.57 and will also place the property back onto the tax roll.

Staff Recommendation: Staff recommends approval of the sale of the property for \$60,000.00.

We have an offer on the following property:

Account numbers 000091-000385-240 (PID #114203)

BEING 0.7281 acres described as GEO ORR, Tract 240 (STREET AND PAVING), and being further identified in the Tax Rolls of Liberty County as Account # 000091-000385-240.

Offeror: Joseph Tharp
3305 Preston
Pasadena, Texas 77505
713-398-1854

Tax owed:	to Liberty ISD	\$ 53,297.94	=	51.66 %
	to City of Liberty	\$ 22,381.50	=	21.69 %
	to County	\$ 27,496.55	=	26.65 %

Total taxes owed: \$ 103,175.99

Offer:	\$ 60,000.00
Less court costs TX13101708	\$ 605.00
Dee Filing Fee	\$ 24.00
Amount to be distributed:	\$ 59,371.00
Amount to be received by Liberty ISD	\$ 30,671.06
Amount to be received by the City of Liberty	\$ 12,877.57
Amount to be received by County	\$ 15,822.37
	\$ 59,371.00

Per cent recovered by Liberty ISD, City of Liberty, and County	57.5 %
---	--------

Base Tax Amount	\$ 41,308.90
-----------------	--------------

Per cent of base amount recovered	>100 %
-----------------------------------	--------

CAD value (PID #114203)	\$ 133,770.00
-------------------------	---------------

Percent of CAD value recovered	44.38 %
--------------------------------	---------

Liberty County Strike off Property

RESALE OFFER INFORMATION FORM**Buyer Information**

Name:

Joseph Tharp

Address:

Pasadena Texas 7705

Phone number:

Property Information

Suit #

TX13101708

Account #

114203

Legal Description:

Proposed Bid Information

Amount of Bid

\$ 54,000.00

A Publication fee of \$250.00, \$24.00 for fee to file the deed and the amount of Court Costs will be deducted from this figure first and then the remaining amount is the figure to be distributed to the taxing authorities.

****The acceptance of this proposed bid sheet does not warranty nor guarantee that the proposed bid will be approved by the taxing entities****

Return completed form to:

Mike Fielder
Attorney At Law
108 W. Clayton
P.O. Box 1265
Dayton, TX 77535

Phone(936)258-5536, Fax: (936)258-5508, email: mike@texasriverslaw.com

Attachment: Tax Resale Property Info (4253 : Tax Resale Property-Park Place Apts.)

Server: LIBERTYTAX

Database: LIBERTYCOUNTRY

User: TAX-DELINQUENT\RTL

Form: Account Status

Date: 08/16/2018 2:32:25 PM

Account	15201	AD #	000091-000385-240	I	N
Legal	000091 GEO ORR TRACT 240 (STREET AND PAVING) ACRES .7281	Owner	LIBERTY COUNTY ETAL 1923 SAM HOUSTON ST LIBERTY, TX 77575 US	Stat	J
Refresh				Sup	
A Val	133,770	S Def		Deed	
L Val	88,810	E Def		Vol	0
I Val	44,960	Ag Def	0	Page	0
Loc	COOK ST	Map#		Inst	
			08/16/2018	Roll	R
			Today	NonBilled	0 Found
				Exemptions	MISC
				Fiduciaries	0 found
				Ceiling Information	No Ceilings
				Acres	0.728100
				Sq Ft	0

Receivables		Detail	Audit	Owner ID: 150279		Owner %: 100			
		Current	Future	Select...				Values	Year, Unit Type
Year	Status	Rec. Bal.	Pen. Due	Int. Due	Col. Pen	Total Due	Paid	Refund	
TOTAL		41,308.90	4,957.09	44,083.23	12,826.77	103,175.99	.00	.00	
2017		654.67	78.57	45.82	116.87	895.93	.00	.00	
2016		3,692.72	443.13	701.61	.00	4,837.46	.00	.00	
2015		3,676.21	441.15	1,139.62	788.55	6,045.53	.00	.00	
2014	J	3,372.35	404.68	1,450.10	784.07	6,011.20	.00	.00	
2013	J	3,372.33	404.67	1,854.78	844.77	6,476.55	.00	.00	
2012	J	3,345.23	401.43	2,241.30	898.19	6,886.15	.00	.00	
2011	J	3,341.52	400.99	2,639.78	957.34	7,339.63	.00	.00	
2010	J	3,374.82	404.99	3,071.08	1,027.64	7,878.53	.00	.00	
2009	J	1,001.49	120.17	1,031.54	322.98	2,476.18	.00	.00	
2008	J	999.54	119.94	1,149.47	340.35	2,609.30	.00	.00	
2007	J	988.71	118.64	1,255.65	354.44	2,717.44	.00	.00	
2006	J	1,110.04	122.00	1,551.00	400.10	3,203.14	.00	.00	

Attachment: Tax Resale Property Info (4253 : Tax Resale Property-Park Place Apts.)

**LIBERTY COUNTY
TAX ASSESSOR - COLLECTOR
RICHARD L BROWN**



**P.O. BOX 1810
LIBERTY, TX 77575
(936) 336-4633**

ACCOUNT: 114203

2017+ Tax Statement

Statement Date: 08/16/2018	Property Location: COOK ST
Owner: LIBERTY COUNTY ETAL	Acres: 0.7281
Mailing Address: 1923 SAM HOUSTON ST LIBERTY TX 77575	Legal Description: 000091 GEO ORR TRACT 240 (STREET AND PAVING) ACRES .7281

Exemptions:

NON-HOMESITE VAL	APPRAISED VALUE				
133,770	133,770				
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
CITY OF LIBERTY		109,948	23,822	0.610000	145.31
LIBERTY COUNTY		109,948	23,822	0.578800	137.88
LIBERTY CO HD #1		109,948	23,822	0.090000	21.44
NAVIGATION SOUTH		109,948	23,822	0.015250	3.63
LIBERTY ISD		109,948	23,822	1.394000	332.08
WATER DISTRICT #5		109,948	23,822	0.060170	14.33
LAWSUIT: TX13101708				TOTAL BASE TAX	654.67

PENALTY & INTEREST 124.39
COLLECTION FEE 116.87
PRIOR YEARS 102,280.06

Total Amount Due 103,175.99

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.

*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$16.21.

↓ Detach ↓

Detach and return this portion with your check payable to:

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

Delinquent Date: 02/01/2018

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



LIBERTY COUNTY ETAL
1923 SAM HOUSTON ST
LIBERTY TX 77575

2017 +Tax Statement
08/16/2018

Property Account Number
114203

Total Amount Due \$103,175.99

OWNER: LIBERTY COUNTY ETAL

PIDN: 000091-000385-240

FID:
TX13101708

IF PAID IN	AMOUNT DUE
SEP	103,645.58
OCT	104,115.18
NOV	104,584.66
DEC	105,054.13
JAN	105,523.73
FEB	105,993.19

2 PGS
DEED

2017005032

DEED UNDER ORDER OF SALE IN TAX SUITS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFER AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

(Language pursuant Section 11.008 of the Texas Property Code)

Date: March 7, 2017

Grantor: Sheriff Bobby Rader, Liberty County, Texas

Grantee(s): Liberty County, Trustee, for itself and for City of Liberty, Liberty Independent School District, Liberty County Water District #5, Navigation District South and Liberty County Hospital District #1

Consideration/High Bid: Taxes, penalties, interest and cost owing.

Land and Premises: .7281 acre, Tract 240, George Orr Survey, Abstract 91, more fully described in Vol. 1103, Page 804 of the Deed Records of Liberty County, Texas, (Account No. 000091-000385-240).

LCAD number: #000091-000385-240

Sheriff: Sheriff Bobby Rader, Liberty County, Texas

Order of Sale in Tax Suit: That Order of Sale issued on January 12, 2017 out of the 75th Judicial District Court of Liberty County, Texas, pursuant to a judgment and decree of sale in Cause No. TX13101708; Liberty County et al vs. Park Place Development, Inc. et al, rendered on: August 8, 2016

Newspaper: Liberty Vindicator
Dates of publications: February 9, 2017, February 16, 2017 and February 23, 2017

Levy Date: January 13, 2017

Defendant(s): Park Place Development, Inc.; et al

Date of Sale: March 7, 2017, being the first Tuesday of the month therein.

By virtue of that certain **Order of Sale** described above and further directed and delivered to me as Sheriff on the above stated Levy Date, commanding me to seize and sell the land and premises described in the **Order of Sale**, I did advertise for sale the said land and premises described in the **Order of Sale**, by having a notice of the sale published in the English language once a week for three consecutive weeks preceding the **Date of Sale** in the above-described **Newspaper**, a newspaper published in Liberty County, Texas, the first publication appearing not less than twenty days immediately preceding the day of the sale, containing a statement of the authority by virtue of which the sale is to be made, time and place of sale; also a brief description of the property to be sold by stating the number of acres and the original survey; if the property was located in a platted subdivision or addition the name by which the land is generally known with reference to that subdivision or addition; or by adopting the description of the land as contained in the judgment. Also, a copy of the Notice of Sale was mailed to the last known address of the above named Defendant(s).

On the **Date of Sale** stated above, between the hours of ten o'clock a.m. and four o'clock p.m., I offered the above described land and premises at public venue in the County of Liberty, State of Texas, at the door of the Courthouse of said Liberty County, Texas, and said land and premises were struck off to the taxing units, for the sum stated above.

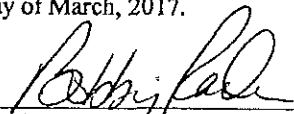
Accordingly, and in consideration that no monies were received nor exchanged, which is hereby acknowledged, I hereby convey to the **Grantee(s)** all of the right title and interest owned by the **Defendants** in the property described above.

Attachment: Tax Resale Property Info (4253 : Tax Resale Property-Park Place Apts.)

This deed is given expressly subject to the right of Defendant's to redeem the land and premises within the time and in the manner provided by law.

This instrument was prepared from information furnished by the parties to this suit and no examination has been made and no opinion has been given by the office preparing this instrument as to the title or the description of the property involved except as herein above stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 20 day of March, 2017.


 Sheriff Bobby Rader
 Liberty County, Texas

THE STATE OF TEXAS

§

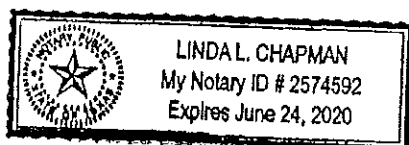
COUNTY OF LIBERTY

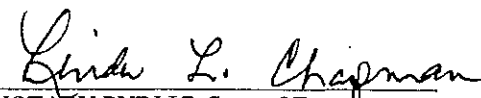
§

§

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Sheriff Bobby Rader, Liberty County, Texas, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Sheriff Bobby Rader, Liberty County, Texas, for the purposes and consideration, and in the capacity therein expressed.

GIVEN under my hand and seal of office, this 20 day of March, 2017.




 NOTARY PUBLIC, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS





Paulette Williams, County Clerk
 Liberty County, Texas

March 28, 2017 08:55:45 AM

FEE: \$0.00 ADRIVER
 DEED

2017005032

Return To:
 Fielder, Randolph & Gunter, PLLC
 Attn: Mr. Mike Fielder
 P. O. Box 1265
 Dayton, TX 77535-1265
 Cause No. TX13101708

Liberty CAD Property Search

Property ID: 114203 For Year 2018

Map



Attachment: Tax Resale Property Info (4253 : Tax Resale Property-Park Place Apts.)

 Property Details**Account**

Property ID: 114203
Legal Description: 000091 GEO ORR, TRACT 240 (STREET AND PAVING), ACRES .7281
Geographic ID: 000091-000385-240
Agent Code:
Type: Real

Location

Address: COOK ST TX
Map ID: 908, 52 B
Neighborhood CD: LISD01
Owner
Owner ID: 170486
Name: LIBERTY COUNTY ETAL
Mailing Address: 1923 SAM HOUSTON ST
LIBERTY, TX 77575-4800
% 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: Tax Resale Property Info (4253 : Tax Resale Property-Park Place Apts.)

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$44,960
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$88,810
Agricultural Market Valuation:	\$0
Market Value:	\$133,770
Ag Use Value:	\$0
Appraised Value:	\$133,770
Homestead Cap Loss: ②	\$0
Assessed Value:	\$133,770

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	0.000000	\$133,770	\$0	\$0.00	
CLI	CITY OF LIBERTY	0.611000	\$133,770	\$0	\$0.00	
GLI	LIBERTY COUNTY	0.578800	\$133,770	\$0	\$0.00	
HD1	HOSPITAL DISTRICT 1	0.090000	\$133,770	\$0	\$0.00	
NAVS	NAVIGATION-SOUTH	0.015250	\$133,770	\$0	\$0.00	
PR1	PRECINCT 1	0.000000	\$133,770	\$0	\$0.00	
SLI	LIBERTY ISD	1.394000	\$133,770	\$0	\$0.00	
WD5	WATER DISTRICT 5	0.060170	\$133,770	\$0	\$0.00	

Total Tax Rate: 2.749220 **Estimated Taxes With Exemptions:** \$0.00 **Estimated Taxes Without Exemptions:** \$3,677.63

Property Improvement - Building

Description: PAVING (PARK PLACE) **Type:** MISC IMPROVEMENTS **State Code:** X1 **Living Area:** 0.00sqft **Value:** \$44,960

Type	Description	Class CD	Year Built	SQFT
ASP	ASPHALT PAVING	*	1980	31,716.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
FA	FRONT ACREAGE	0.7281	31,716.04	0.00	0.00	\$88,810	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$44,960	\$88,810	\$0	\$133,770	\$0	\$133,770
2017	\$44,960	\$88,810	\$0	\$133,770	\$0	\$133,770
2016	\$44,960	\$88,810	\$0	\$133,770	\$0	\$133,770
2015	\$45,820	\$88,810	\$0	\$134,630	\$0	\$134,630
2014	\$45,820	\$88,810	\$0	\$134,630	\$0	\$134,630
2013	\$45,820	\$88,810	\$0	\$134,630	\$0	\$134,630
2012	\$45,820	\$88,810	\$0	\$134,630	\$0	\$134,630
2011	\$45,820	\$88,810	\$0	\$134,630	\$0	\$134,630

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/7/2017	SD	SHERIFF'S DEED	PARK PLACE DEVELOPMENT INC	LIBERTY COUNTY ETAL	2017005032		
12/15/1985	OT	OTHER	HAYNIE WILLIAM E	PARK PLACE DEVELOPMENT INC	1103	804	0

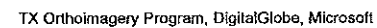
< [REDACTED] >

DISCLAIMER

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.



- ☐ Parcels
- ☐ Abstracts





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.3

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 4254)

DOC ID: 4254

Subject: Lease Agreement- Schlumberger

Background: This agreement is for the lease of property at 1505 Fort Worth Street, to Schlumberger Technology Corporation. The terms of the lease are for a period of one (1) year beginning April 1, 2018 - March 31, 2018. The lease shall automatically renew for consecutive one (1) year terms at a rate to be agreed upon by the Parties at that time (renewal). Schlumberger shall pay the sum of \$24,000 per annum, payable in twelve (12) monthly payments of \$2,000.00 per month.

Fiscal Impact: These funds are paid directly to the Port of Liberty and have no fiscal impact on the City.

Staff Recommendation: Staff recommends approval of the Lease Agreement with Schlumberger Technology Corporation.

LEASE

THIS LEASE is made and entered into the ____ day of August 2018, by and between the PORT OF LIBERTY, CHAMBERS LIBERTY COUNTIES NAVIGATION DISTRICT, and the CITY OF LIBERTY (hereinafter referred to as "Landlord") and SCHLUMBERGER TECHNOLOGY CORPORATION, (hereinafter referred to as "Tenant"). Landlord and Tenant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

1. Demised Premises. Landlord is the owner of certain real property, with improvements located thereon, commonly known as 1505 Fort Worth St., Liberty, Liberty County, Texas, as more particularly described on ***Exhibit A*** attached hereto and made a part hereof for all purposes (the "Leased Property"). Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Property.
2. Term and Renewal. The term of this Lease shall be for a period of one (1) year (the "Lease Term"), beginning effective on the 1st day of April, 2018, and terminating at midnight on the 31st day of March, 2019 (the "Expiration Date"). This lease shall automatically renew for consecutive one (1) year terms hereafter at a rate to be agreed upon by the Parties at that time (the "Renewal Terms"). However, either Party shall have the right to terminate this Lease upon providing written notice to the other Party at least thirty (30) days prior to the expiration of the then current term Renewal Term. The Port of Liberty acting alone may negotiate the monthly rental rates (including an increased rental) and fix the same in any extension agreement agreed to by the Port of Liberty. However, the monthly rental shall not be reduced without the prior consent of the City of Liberty and the Chamber-Liberty Counties Navigation District. An extension shall not be granted if any condition of default by Tenant exists.
3. Rent. Tenant shall pay to Landlord, as the rent (the "Rent") during the Lease Term the sum of \$24,000.00 per annum, payable in twelve (12) monthly installments of \$2,000.00 per month. The Rent shall be payable on or before the first day of each month of the Lease Term. Payment shall be made at P.O. Box 3007, Liberty, TX 77575. Any monthly rental payment received by Landlord more than five (5) days after the due date shall incur a late payment fee of \$75.00, which shall be paid by Tenant to Landlord by the 20th day of the month for which the late payment is due.
4. Use of Leased Property. Tenant shall use the Leased Property for warehouse purposes and as a warehouse building for the sale of any and all of its lawful products and for the usual and customary business purposes related to such sales. Tenant shall have the right to use the Leased Property for any lawful purpose so long as such use is not hazardous or dangerous to occupants, tenants or visitors of adjacent or adjoining properties. During its use and occupancy of the Leased Property, Tenant shall comply with all rules, regulations, ordinances and statutes applicable to Tenant's operations on the Leased Property.

5. Governmental Compliance. Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and shall obtain and maintain all required licenses, permits, and approvals.
6. Utilities. Tenant shall be responsible for paying, prior to delinquency, any utility charges incurred by Tenant during the Lease Term.
7. Taxes. Landlord shall be responsible for any and all taxes levied upon the Lease Property and the buildings and permanent improvements thereon, except those levied upon the fixtures, appurtenances, inventory, stock in trade, tools, and all property and equipment belonging to Tenant.
8. Maintenance and Repairs. Except as otherwise provided below, Tenant shall be responsible for making all repairs to the Lease Property, including all damages to the property and the buildings and improvements thereon, caused by the acts or negligence of Tenant, its agents, customers, servants and employees. Tenant shall be responsible for the upkeep, maintenance, repair and replacement of all gas, electrical and plumbing fixtures, interior partitions, driveways and parking facilities, caused by ordinary wear and tear or the acts of Tenant, its agents, servants, customers, invitees or employees. The Landlord shall be responsible for the repair and upkeep of the roof and exterior walls of the building caused by ordinary wear and tear, and shall be responsible for all damages caused to the property and the building and improvements thereon, including roof, exterior walls, floors, electrical fixtures caused by its agents, servants and employees, act of God, riot, war, insurrection, fire, rising water, windstorm and tornado; and in the event of any such damage, Landlord shall use reasonable diligence in causing repairs to be made to the damaged portions of the property. As the owner of improvements Landlord may keep them insured against loss as it may elect, but Landlord is not required to do so. Tenant shall be obligated to provide insurance coverage on its personal properties and Landlord shall not be held liable for any loss or damage to same. Tenant shall not be responsible for the payment of rent for the Leased Property during any period of time it is denied the entire use thereof because of repairs resulting from the damage or destruction of said building by acts of God, riot, war, insurrection, fire, rising water, windstorm, and tornado. Tenant further agrees that during its occupancy it shall keep and maintain its machinery, equipment, fixtures and appurtenances in such condition and manner so as to prevent any loss, damage or injury to persons, property or business of third persons, including, but not limited to the owners, occupants and invitees of businesses on adjoining premises.
9. Alterations and Improvements. The Tenant shall not make any alterations to the warehouse buildings or permanent improvements located on the Leased Property, and material alterations are to be made by Tenant to the interior of the building unless authorized in writing by the PORT OF LIBERTY; however, Tenant shall have the right to change or install removable partitions and divisions in the interior of the warehouse building so as to better utilize the space for its business; and all

permanent improvements, alterations and addition made by Tenant to the Lease Property or buildings thereon during the term hereof shall, upon the expiration of this Lease for whatever cause, become the property of the Landlord, but all removable fixtures, equipment, additions and improvements made by Tenant shall remain the property of Tenant, and upon Tenant's compliance with the terms of this lease, may be removed by Tenant upon the termination of this lease, but Tenant shall repair and repaint subsequent to such removal. No mechanic's, materialmen's or similar liens shall be allowed on the Leased Property and, if are the result of Tenant's use of the Leased Premises, same shall be removed by Tenant.

10. Signage. Tenant shall have the right to erect signs on the Leased Property.

11. Insurance.

- a. During the term of this lease and any extension hereof the Tenant shall at all times keep in force certain insurance coverages with the Landlord as additional insureds thereon, to the extent of Tenant's liability under this Lease, but such required coverages shall be only those reasonably related to Tenant's activities on the property pursuant to this lease. Such coverages shall include, but not be limited to, public liability, comprehensive and/or umbrella coverages, property damage, and such other coverages as Landlord may require from time to time upon written notice to Tenant. Such coverages shall be in at least the amounts now carried by Tenant and as described in the attached certificate of coverage provided by Tenant, which is contained in the attached Exhibit "A". Upon written notice from Landlord, Tenant shall be required to increase any or all of such coverages as may be reasonably required by Landlord.
- b. Upon request by Landlord, Tenant shall furnish to Landlord certificates of insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder. Landlord makes no representation that the minimum limits of liability specified to be earned by Tenant are adequate to protect Tenant. Tenant shall provide any such additional coverage as Tenant deems adequate. Upon the request of Tenant, Landlord shall be provided certificates of insurance and such other evidence satisfactory to Tenant of the maintenance of all insurance coverages required hereunder. Tenant shall cause Landlord to be named as an additional insured under its insurance policy
- c. The parties desire to avoid liability to each other's insurers. Thus, Landlord and Tenant each for itself and for any person or entity claiming through it (including any insurance company claiming by way of subrogation), hereby waives any and every claim which arises or may arise in its favor against the other party hereto and the

other party's officers, directors and employees for any and all loss of or damage to property, to the extent (but only to the extent) that the waiving party who suffers such loss or damage is actually compensated by insurance or would be compensated by the insurance policies contemplated herein if such policies were maintained as required hereby. Each party agrees to have such insurance policies properly endorsed so as to make them valid notwithstanding this waiver, if such endorsement is required to prevent a loss of insurance.

12. Condemnation. If the Leased Property or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "**Condemnation**"), this Lease shall terminate as to the part so taken as of the date the proportionately. Tenant shall have the right to claim directly from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures, and leasehold improvements, to the extent such improvements were made by Tenant, if such claim can be made separate and apart from any award to Landlord. Landlord shall repair any damage to the structure of the Leased Property caused by such Condemnation. If Tenant, in its sole discretion, determines that the Leased Property is no longer suitable for Tenant's intended use, Tenant may elect to terminate this Lease by notifying Landlord of its election within ninety (90) days of the date the condemning authority takes possession.

13. Environmental Covenants and Indemnity.

- a. Tenant shall at all times from the date of this Lease until the termination of this Lease, at its sole expense: (i) comply in all material respects with all applicable Environmental Requirements (hereafter defined) relating to the Leased Property and the use of the Leased Property by Tenant, and (ii) promptly following the discovery by Tenant, deliver to Landlord notice of any event that would render any representation or warranty contained herein incorrect in any respect if made at the time of such discovery.

Tenant shall indemnify, defend and save and hold harmless Landlord from and against any and all losses, liabilities, damages, costs, and expenses suffered or incurred by Landlord as a result of: (x) occurrence of any Environmental Activity by Tenant that fails to comply with all applicable Environmental Requirements relating to the use of the Leased Property by Tenant; or (y) any investigation, inquiry, order, hearing, action or other proceedings by or before any governmental agency which has resulted or is alleged to have resulted directly from any Environmental Activity relating to the use of the Leased Property by Tenant.

- b. Notwithstanding anything herein to the contrary, Tenant shall not

indemnify Landlord for (i) any Environmental Activity which occurred prior to Tenant taking possession of the Leased Property under this or any other lease to tenant; (ii) any prior failure of Landlord to observe Environmental Requirements; (iii) any Environmental Activity which occurs after Tenant takes possession of the Leased Property, but is due to Landlord's or its agents, employees, invitees, or licensees (other than Tenant and Tenant's invitees or licensees) presence or activities on the Leased Property; or (iv) acts of third parties outside the reasonable or actual control of Tenant.

- c. The indemnity contained in this provision shall survive the expiration or earlier termination of this Lease.
- d. Landlord represents that Landlord has, prior to the date of possession by Tenant, to the best of its knowledge complied in all material respects with all applicable Environmental Requirements relating to the Leased Property and the use of the Leased Property.
- e. For purposes of this provision, **"Environmental Activity"** means any surface or subsurface, actual, proposed or threatened storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Leased Property or otherwise relating to the Leased Property or the use of the Leased Property. **"Environmental Requirements"** and all other applicable provisions of the Code and rule and regulations promulgated thereunder), rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements, and other governmental restrictions and other agreements relating to the environment or to any Hazardous Substance or Environmental Activity. **"Hazardous Substance"** means (i) asbestos, polychlorinated biphenyls, urea formaldehyde, lead-based paint, radon gas, naturally occurring radioactive materials, petroleum or its products, chlorides, oil, solid waste pollutants and contaminants and (ii) any chemicals, materials, wastes or substances that are (x) defined, (y) regulated, or (z) determined or identified as toxic or hazardous, in any Environmental Requirement.
- f. Tenant recognizes that it is solely responsible for any and all environmental damages to the Leased Property caused solely by Tenant or Tenant's predecessors in interest.

14. Default by Tenant. Each of the following shall constitute a **"Default"** by Tenant:

- a. The failure of Tenant to pay the Rent, any part thereof or other sum

of charge when due, which failure continues for five (5) days after written notice thereof from Landlord to Tenant; or

- b. Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, if the cure of such default cannot be effected or completed within thirty (30) days, Tenant shall not be in default if Tenant has commenced and is diligently pursuing such cure within the thirty (30) day period; or
- c. If Tenant shall be adjudicated bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the Bankruptcy Code, or if such a petition be filed by creditors of Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law.

15. Landlord Remedies. In the event of Default by Tenant, the Landlord shall be entitled to all remedies to which Landlord is entitled pursuant to the Texas Property Code; including, but not limited to, termination of the Lease in accordance with Paragraph (a) below or Landlord's duties, if any, pursuant to Section 91.006 of the Texas Property Code and other applicable state laws.

- a. In the event Landlord elects to terminate the Lease by reason of an event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay Landlord, at the Landlord's address herein indicated, the sum of all Rent and other indebtedness accrued to the date of such termination.
- b. In the event Landlord elects to terminate the Lease by reason of an event of Default, in lieu of exercising the rights of Landlord under the preceding subparagraph, Landlord may instead hold Tenant liable for all Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination by Landlord until date which would have been the date of expiration of the Lease Term or then current Renewal Term (had Landlord not elected to terminate the Lease on account of such event of default) diminished by any net sums thereafter received by Landlord through reletting the Leased Property during said period (after deducting reasonable expenses incurred by Landlord for reletting as above provided) and discounted for present value. Actions to collect amounts due by Tenant to Landlord may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to receive any excess of Rent (or Rent plus other sums)

obtained by reletting over and above the Rent herein reserved.

16. Landlord's Lien. Landlord expressly waives any and all liens, express or implied, statutory or contractual, that would otherwise serve to secure Tenant's obligations hereunder.
17. Quiet Possession. Tenant, upon paying the amounts provided for herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the Lease Term without any disturbance from Landlord or from any other person. However, Landlord, may, enter the premises pursuant to paragraph 20 below.
18. Default by Landlord. If Landlord shall fail or refuse to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, Tenant shall provide Landlord written notice of such default and a thirty (30) day period to cure such default, prior to Tenant exercising any of Tenant's remedies under Texas law.
19. Assignment and Subletting. Except as to its affiliates, Tenant shall not have the right to sublet any part of the property or to assign any interest in this lease without first obtaining the prior written consent of Landlord, which shall not be unreasonably withheld. The terms of this Lease shall not be altered by any such assignment and Tenant, despite any approved assignment, shall remain liable for the full performance of this lease and for all timely payments under this lease upon any such subleasing.
20. Entry by Landlord. Landlord and/or Landlord's agents shall have the right to enter the Leased Property upon reasonable notice to Tenant (such notice may be oral, but no notice shall be required in the case of any emergency) for any purpose which Landlord may reasonably deem necessary for the maintenance and/or repair (without implying any obligation of Landlord to repair unless expressly provided herein) of the Leased Property. In the event Landlord's representatives enter the Leased Property at any time other than in case of emergency, Landlord's representatives, employees, contractors, licensees and invitees must be accompanied by a representative of Tenant and must comply with all of the Tenant's safety protocols and policies. Landlord's representatives, employees, contractors, licensees and invitees enter the Leased Property at their own risk.
21. Holdover. If Tenant shall remain in possession of the Leased Property after the expiration or earlier termination of this Lease, then Tenant shall be deemed a tenant-at-will, terminable at any time, and shall pay the Rent at the rate of Rent prevailing on the date of such termination or expiration, and otherwise shall be subject to all of the terms and obligations of Tenant under this Lease.

22. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.
23. Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant. Upon request by Landlord, Tenant shall deliver satisfactory evidence of such authority to Landlord. Each individual executing this Lease on behalf of Landlord represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the Landlord. Landlord represents and warrants that it is the owner in fee simple, of the Leased Property and has the right to enter into this Lease and no other party has any claim to or lien on the Leased Property.
24. Notice. Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be sent by electronic mail, United States mail, overnight mail, registered or certified, postage paid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

To Landlord:

Port of Liberty
PO Box 3007 Liberty, Texas 77575 Attn:
Port President GDroz@cityofliberty.org
dbearley@cityofliberty.org



To Tenant:

Schlumberger Technology Corporation
155 Industrial Boulevard
Sugar Land, Texas 77478
Attn: North America Real Estate Manager
CMitschlatis@slb.com

The parties shall have the right from time to time to change their respective addresses by giving written notice to the other party in the manner set forth in this paragraph.

25. Brokers. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any

Attachment: Lease Agreement-Schlumberger (4254 : Lease Agreement-Schlumberger)

compensation, commissions and charges claimed by any broker or agent with any respect to this Lease or the negotiation thereof. Landlord warrants that it has had no dealings with any broker or agent in connection with this Lease.

26. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease, not in any way affect this Lease.
27. Governing Law. The laws of the State of Texas shall govern the validity, construction, performance and effect of this Lease. If disputes arise under the performance of this lease which are not resolved informally, the parties agree that proper venue for enforcement of any provision of this contract shall be the District Courts of Liberty County Texas.
28. Binding Effects. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the legal representatives, successors and assigns of Landlord and Tenant, respectively.
29. Severability. If any term, covenant, or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
30. No Waiver. No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition of any subsequent breach thereof.
31. Time of the Essence. Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.
32. Recording. A memorandum of this Lease may be recorded or filed for record by Tenant in any public records or governmental office.
33. Entire Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. This Lease supersedes and cancels any and all previous statements, negotiations, arrangements, agreements, and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease.
34. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts

shall together constitute one and the same instrument; provided, however, this Lease shall not be effective until a counterpart has been signed by each party to be bound hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

CITY OF LIBERTY

By: _____
Name: _____
Title: _____

PORT OF LIBERTY

By: *Dennis Beasley*
Name: *Dennis Beasley*
Title: *President*

CHAMBERS LIBERTY COUNTIES
NAVIGATION DISTRICT

By: _____
Name: _____
Title: _____

TENANT:

SCHLUMBERGER TECHNOLOGY CORPORATION

DocuSigned by:
By: *Gareth Gough*
Name: *Gareth Gough*
Title: NAL Controller

Attachment: Lease Agreement-Schlumberger (4254 : Lease Agreement-Schlumberger)

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

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

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

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

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

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

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

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

THENCE North 00°08'00" East 458.0 feet along the east margin of said Fort Worth Street to the PLACE OF BEGINNING, together with all improvements thereon.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.4

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Jubilee

COUNCIL ACTION (ID # 4255)

DOC ID: 4255 A

Subject: Jubilee Dates

Background: The Liberty Jubilee is a community event that has typically been held the 4th weekend of March each year. There is always concern regarding other events in the community or region, that may affect the attendance at our event. Vendors also set their calendars many months ahead of time, an issue for consideration.

Fiscal Impact: The Jubilee revenues are affected by the size of the crowd in attendance.

Staff Recommendation: Staff recommends Council approve the dates of March 22nd and 23rd for the 2019 Liberty Jubilee.

March 2019

March 2019						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 24	25	26	27	28	Mar 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Apr 1	2	3	4	5	6

CANTON TRADE DAYS

WINNIE TRADE DAYS

LIVINGSTON TRADE DAYS

LISD Spring Break

LISD HOLIDAY

FAUX REAL TRADE

Canton TRADE DAYS

DAYS

Easter - April 21



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.5

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Surplus Equipment

COUNCIL ACTION (ID # 4256)

DOC ID: 4256

Subject: Self Contained Breathing Apparatus (SCBA)

Background: The Fire Department is in possession of older SCBAs, which have been replaced in the Department with newer equipment. The Texas Forest Service will take this equipment, refurbish it and supply it to other smaller departments that cannot afford to purchase new equipment.

Fiscal Impact: There is no fiscal impact to the City.

Staff Recommendation: Staff recommends declaring this equipment surplus, and transferring it to the Texas Forest Service to assist another government entity.

Old Airpacks to give to Helping hands

Pack	Serial Number	Description
E-21E	115R0000209787	SCBA HARNESS 30 minute 4.5 high pressue no bottle
E-21D	115R0000208555	SCBA HARNESS 30 minute 4.5 high pressue no bottle
E-21C	115S0733000209	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training pack H	nb010104245sm1	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training pack I	115s0733000162	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack E	115r0000208553	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack L	115r0000209782	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack J	115r00000209786	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack F	na0124023ezvs	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack Q	115r0000301246	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack O	115r0000209779	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack M	115s0733000166	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack G	na0124014ezvs	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack D	115r000301248	SCBA HARNESS 30 minute 4.5 high pressue no bottle
Training Pack K	115r0000209943	SCBA HARNESS 30 minute 4.5 high pressue no bottle



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.6

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Policy Issues

COUNCIL ACTION (ID # 4260)

DOC ID: 4260

Subject: Purchasing Policy

Background: The City of Liberty Purchasing Policy was last updated in September 2011. Since that time there have been changes in State law regarding purchases by governmental entities and the City's Purchase Policy Guidelines have become outdated. The proposed changes maintain the same competitive purchasing requirements while providing additional flexibility to the Department Directors by increasing the dollar threshold and minimum documentation required for the various procurement methods. Other changes to the policy are minor in nature and do not have a significant impact.

Fiscal Impact: An up-to-date purchasing policy ensures that the best value is obtained in the acquisition of goods and services in a fair and transparent manner.

Staff Recommendation: Staff recommends approval of the new purchasing policy.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.7

Meeting: 09/25/18 06:00 PM

Department: Administration
Category: Electric Issues

ORDINANCE (ID # 4261)

DOC ID: 4261

AN ORDINANCE BY THE CITY OF LIBERTY, TEXAS (“CITY”) APPROVING THE SETTLEMENT FILED IN ENTERGY TEXAS, INC.’S RATE PROCEEDING INITIATED ON MAY 15, 2018; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, on or about May 15, 2018, Entergy Texas, Inc. (“ETI” or “Company”) filed a Statement of Intent with the City to increase electric rates in its service area by \$117.5 million per year;

WHEREAS, ETI proposed to offset the first two years of the rate increase by about \$100.8 million per year for income taxes that it over-collected as a result of the Tax Cuts and Jobs Act of 2017 (“TCJA”);

WHEREAS, the City suspended the effective date of ETI’s rates within its jurisdictional limits until September 17, 2018, and retained the Lawton Law Firm, P.C. to review the Company’s rate change request and proposed tariffs;

WHEREAS, the City denied ETI’s rate request on August 28, 2018;

WHEREAS, concurrently with its filing with the City, the Company filed its Statement of Intent with the Public Utility Commission of Texas (“PUC” or “Commission”) on May 15, 2018, under Docket No. 48371;

WHEREAS, the City intervened in Docket No. 48371 at the Commission along with other cities pursuant to the Public Utility Regulatory Act (“PURA”) § 33.025;

WHEREAS, ETI, PUC Staff, and other intervening parties participating in Docket No. 48371 have reached a settlement of ETI’s base rate increase request;

WHEREAS, the settlement authorizes a \$53.2 million increase to ETI’s current adjusted revenues;

WHEREAS, the settlement provides that ETI will return to customers approximately \$205 million (including interest) in excess deferred tax savings that accrued pursuant to the TCJA;

WHEREAS, the settlement provides that ETI will return to customers \$25 million for tax over-collections in 2018 as a result of the TCJA;

WHEREAS, over the first four years rates are in effect, Residential customers will experience a \$2.9 million annual decrease compared to current rates, Small General Service customers will receive a \$1.3 million annual increase, and Street Lighting rates will decrease by about \$900,000 per year. The impact on the remaining rate classes will average out to a \$3.6 million annual decrease for General Service customers, a \$700,000 annual increase for Large General Service customers, and \$1.1 million annual increase for Large Industrial Power Service customers.

WHEREAS, having reviewed the Company's rate change request and the terms of the proposed settlement, the Lawton Law Firm has recommended approval of the settlement agreement;

WHEREAS, settlement of the case will reduce the risk of an unanticipated or negative outcome and will also reduce litigation expenses; and

WHEREAS, the settlement will result in a just and reasonable outcome and is in the public interest.

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

Section 1. That the statement and findings set out in the preamble to this Ordinance are hereby in all things approved and adopted.

Section 2. The settlement agreement proposed in PUC Docket No. 48371 is approved.

Section 3. The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. This ordinance shall become effective from and after its passage.

Section 5. 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.

PASSED AND APPROVED this 25th day of September, 2018.

ATTEST:

Carl Pickett, Mayor

Dianne Tidwell, City Secretary