



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, May 28, 2019

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 ProTem Diane Huddleston	☐	☐	☐	
Council Member Dennis Beasley	☐	☐	☐	
Council Member Libby Simonson	☐	☐	☐	
Council Member David Arnold	☐	☐	☐	
Council Member Chipper Smith	☐	☐	☐	
Council Member Neal Thornton	☐	☐	☐	

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 # 4444)

City Manager's Report - City Mgr. T. Warner

2. Information Item (ID # 4445)

Finance Report - Finance Dir. N. Herrington

3. Information Item (ID # 4446)

Mayor, Council and Staff Comments

IV. REGULAR AGENDA

A. Regular Session

1. Ordinance (ID # 4447)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS PROVIDING FOR THE AMENDMENT OF THE MASTER FEE SCHEDULE FOR ALL RATES AND FEES CHARGED BY THE CITY OF LIBERTY; PROVIDING FOR RANGE AND TOURNAMENT FEES RELATED TO THE LIBERTY MUNICIPAL GOLF COURSE; PROVIDING THAT ALL RATES OR SCHEDULES OF RATES CONFLICTING HERewith ARE AMENDED; PROVIDING FOR 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.

- MASTER Fee Schedule (DOCX)

2. Resolution (ID # 4448)

Consider approval of a Resolution establishing a Homebuilder Incentive Program in the City of Liberty.

3. Council Action (ID # 4449)

Consider approval of a Chapter 380 Economic Development Agreement with Sleep Inn & Suites, Liberty Strive Partners, LLC.

- Chapter 380 Agreement -Sleep Inn (PDF)

4. Council Action (ID # 4450)

Consider award of contract for the Sanitary Sewer Line Extension Project on Hwy. 146 North.

- Bid Tab- Hwy 146 Sewer Line Extension Final (XLSX)

5. Council Action (ID # 4451)

Consider authorizing the City Manager to execute an emergency contract to repair the sanitary sewer line on Bowie Street, from Cos to Martin Luther King Drive.

6. Council Action (ID # 4452)

Consider award of bid for Uniform Rental and Laundry Services for various City Departments.

- Uniform Bid Tab (XLSX)

7. Council Action (ID # 4457)

Consider approval of an agreement to participate in the Workforce Solutions Internship Program.

- Workforce Solutions-Exhibit A (PDF)

8. Ordinance 2019-15

Consider adoption of an Ordinance authorizing a temporary moratorium on the issuance of residential building permits until June 11, 2019.

B. Executive Session

Gov. Code §551.074 - Personnel Matters. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- Discussion of appointments to the Liberty Community Development Corporation Board of Directors.
- Discussion of appointments to the City of Liberty Planning & Zoning Commission.

C. Reconvene into Regular Session**1. Council Action (ID # 4453)**

Consider appointments to the Liberty Community Development Corporation Board of Directors.

2. Council Action (ID # 4454)

Consider appointments to the City of Liberty Planning and Zoning Commission.

V. WORK SESSION**1. Work Session (ID # 4455)**

Discussion of a proposed ordinance regulating wireless telecommunications facilities to include permit requirements and other related information.

- Ordinance-Telecommunications (DOCX)

2. Work Session (ID # 4456)

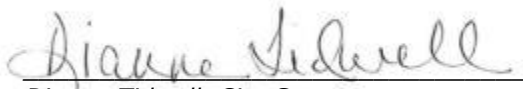
Discussion regarding the recent 2019 Liberty Jubilee and 2020 Jubilee dates, budget and other festival topics.

- Jubilee Revenues and Expenses (PDF)
- Jubilee-March & April 2020 Calendar (PDF)

VI. ADJOURNMENT

Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 24th day of May, 2019 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 _____, 2019.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.1

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4444)

DOC ID: 4444

Department: Administration

Subject: City Manager Report - City Projects and Activities

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



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.2

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4445)

DOC ID: 4445

Department: Finance

Subject: Finance Report

Background: This agenda item affords the Finance Director an opportunity to report on the financial activities and position of the City, to include revenues, liabilities, assets, and other financial information.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.3

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4446)

DOC ID: 4446

Subject: Mayor, Council and Staff Comments

Background: This agenda item relates to expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary recognitions of City officials, employees or other citizens; reminders about upcoming events organized or sponsored by the City or other entity, that is scheduled to be attended by City officials or employees, inquiry of staff regarding specific factual information or existing policies.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.1

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Golf Course

ORDINANCE (ID # 4447)

DOC ID: 4447 B

Department: Golf Course

Subject: Amending Master Fee Schedule

Background: The proposed amendment to the Master Fee Schedule would make the following changes:

Add Range Fees, Range Club Fees, and Tournament Fees to the Golf Course fee schedule.

Funding Source: n/a

Staff Recommendation: Approve the amended Master Fee Schedule

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS PROVIDING FOR THE AMENDMENT OF THE MASTER FEE SCHEDULE FOR ALL RATES AND FEES CHARGED BY THE CITY OF LIBERTY; PROVIDING FOR RANGE AND TOURNAMENT FEES RELATED TO THE LIBERTY MUNICIPAL GOLF COURSE; PROVIDING THAT ALL RATES OR SCHEDULES OF RATES CONFLICTING HERewith ARE AMENDED; PROVIDING FOR 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, the City previously adopted a Master Fee Schedule which sets forth all rates and fees charged by the City of Liberty; and

WHEREAS, the City Council finds it more efficient to have the City's fees set in one Ordinance, which can be amended as necessary by Ordinance; and

WHEREAS, the attached "Exhibit A" represents the various rates and fees, including additional fees to be charged at the Liberty Municipal Golf Course for Range Fees, Range Club Fees, and Tournament Fees.

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

Section 1.

That all rates or schedules of rates which are in conflict herewith are to the extent of such conflict only, expressly amended, changed and repealed.

Section 2.

That the fee schedule attached hereto as “Exhibit A” amends the previous Master Fee Schedule to include the new rates shown in “Exhibit A” providing for new rates and fees to be charged for the Liberty Municipal Golf Course are hereby adopted as fully set forth herein.

Section 3.

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

PASSED AND ADOPTED this the 28th day of May, 2019.

Carl Pickett, Mayor

ATTEST:



MASTER FEE SCHEDULE

Amended February 12, 2019

Description	Fees
EMS Department	
BLS Emergency Transport	\$1,200.00
BLS N-Emergency Transport	\$1,200.00
ALS1 Emergency Transport	\$2,100.00
ALS2 Transport	\$2,600.00
ALS Mileage	\$35.00
BLS Mileage	\$35.00
No Treatment/No Transport	\$50.00
Treatment/No Transport	\$75.00
ALS N-Emergency	\$1,200.00
Fire Department (Charges per Hour)	
Chief/Assistant Chief	\$50.00
Paid Full Time	\$30.00
Volunteer Chief	\$25.00
Volunteer Firefighters	\$20.00
Engines	\$250.00
Mini Pumper Booster	\$150.00
Command 27	\$150.00

Attachment: MASTER Fee Schedule (4447 : Master Fee Schedule)

Chief Vehicle	\$75.00
Municipal Library	
Meeting Room	\$20.00
Replacement Library Card	\$5.00
Lost/Damaged Books/Items	Cost of Item + Accrued Fines
Damaged Video Case	\$1.00
Copies	
B&W – per page	\$0.15
Color – per page	\$0.50
11X17 – B&W	\$0.30
11X17 – Color	\$1.00
Municipal Library (Cont.)	
Faxes	
First Page	\$1.50
Additional Pages	\$1.00
Computer Printouts	
Black and White per page	\$0.15
Color per page	\$0.50
Late Fees per day	
Books, Periodicals, Cassettes, CDs	\$0.10
Videos, DVDs	\$1.00
Reference Books	\$1.00
Opaque Projector per day	\$3.00
Late Fee per day	\$5.00

Overhead Projector per day	\$3.00
Late Fee per day	\$5.00
Multi-Media Projector	
Organizations per day	\$20.00
Late Fee per day	\$20.00
Businesses per day	\$50.00
Late Fee per day	\$50.00
Purchase of floppy disk	\$1.00
Purchase of CD	\$1.00
Replacement barcodes on books	\$0.25
Interlibrary Loan	Cost of postage to return material
Parks Department	
Facility Fees	
Park Gazebo	
8:00 a.m.- Noon	\$25.00
Noon – 4:00 p.m.	\$25.00
4:00 p.m. – 8:00 p.m.	\$25.00
Parks Department (Cont.)	
Basketball Pavilion	
8:00 a.m. – Noon	\$40.00
Noon – 4:00 p.m.	\$40.00
4:00 p.m. – 8:00 p.m.	\$40.00
Daniel Pavilion/City Hall	
8:00 a.m. – Noon	\$40.00
Noon – 4:00 p.m.	\$40.00
4:00 p.m. – 8:00 p.m.	\$40.00

City Park Fields - Accounts and Rental Fees

Complex	Location	Rental Fee	Rental Fee
		4 Hours	Month
1	Field A	\$40.00	\$140.00
	Field B	\$40.00	\$140.00
	Field C	\$40.00	\$140.00
	Field D	\$40.00	\$140.00
	Concession	N/A	\$140.00
2	Field 7-8	\$40.00	\$140.00
	Field 9-10	\$40.00	\$140.00
	Field 11-12	\$40.00	\$140.00
	Field 13-14	\$40.00	\$140.00
	Field 15-18	\$40.00	\$140.00
	Concession	N/A	
3	T-Ball Lights	\$40.00	\$40.00
	T-Ball Concession/RR	N/A	\$25.00

Note: Complex 1-Fields C & D; Complex 2; Complex 3 are reserved from February 1 to July 31 of each year.

Complex 2 and Complex 3 Concessions are reserved all year.

Airport

T-
Hangars

One (1) year contract per month \$250.00

Attachment: MASTER Fee Schedule (4447 : Master Fee Schedule)

Month to Month rental	\$275.00
Tie Down Fee	
1 st Week	No Charge
After 1 st week per day charge	\$5.00
Private Hangar site per sq. foot	\$0.15
Large Hangar – City owned per month	\$600.00
Small Hangar - City owned per month	\$300.00
Animal Control	
1 st Impoundment	\$15.00
2 nd Impoundment	\$25.00
3 rd and Subsequent Impoundment	\$40.00
Housing Fee per day	\$8.00
Pet Relinquish Fee	\$25.00
Quarantine Fee	\$75.00
(additional fee will be assessed, medical, etc.)	
The above fees do not include large and non-domesticated animals. The fees only apply to small domestic animals.	
Kennel License Fee	\$100.00
Dangerous Dog Registration Fee	\$150.00
Adoption Fee	\$45.00
Permit and Inspection Department	
Building Permit E-Fees	
Single Phase -	
100, 150 & 200 amp	\$20.00
Re-Inspection Fee	\$25.00
Temporary Pole Inspection	\$15.00
Air Conditioner Permit Fee	\$15.00

Three Phase – Commercial & Residential

(Price includes inspection and can)

100 amp	\$45.00
200 amp	\$50.00

CT Metering – Commercial & Residential

(Price includes inspection and metering equipment)

200 / 400 amp	\$300.00
400 / 800 amp	\$400.00

Three phase residential services will also include a charge of \$500.00 for the cost of transformer and installation.

Over 300 KVA will have facility charges to be determined by the Electric Department Supervisor.

Primary electrical service lines over two hundred and fifty (250) feet must be paid for by the customer before connection can be made.

All underground services are required to have a main disconnect on the customers take-off pole.

All commercial services are required to have a main breaker outside of the building.

All meter cans must be approved for use and meet the specs set for by the City of Liberty.

Permit and Inspection Department (Cont.)

Plumbing Permit Fees

Fixtures (lavs, tubs, etc.) 1-4	\$10.00
Over 4	\$10.00 plus \$3.00 per additional fixture
Sewer Line Inspection	\$15.00
Water Line Inspection	\$15.00
Water & Sewer Line Inspection (combined)	\$20.00

Water Heater Inspection	\$15.00
Gas Test Inspection	\$20.00
Gas Piping, 1-4 Outlets	\$10.00
5 or more, per outlet	\$3.00
Lawn Sprinkler System	\$15.00
Per Re-Inspection	\$25.00

Building Permit Fees

Plat Filing Fees

Preliminary Plat	\$25.00
Final Plat	\$100.00

Filing Fee – Courthouse	\$50.00
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Residential & Commercial Building Permit Fees - (applies to building, remodel, and sign permits)

Total Valuation –

\$100.00 or less	\$5.00
\$101.00 - \$2,000.00	\$20.00
\$2,001.00 - \$15,000.00	
\$20.00 for the first \$2,000.00 plus \$10.00 for each additional TDC or fraction thereof, to and including \$15,000.00	
\$15,000.00 - \$99,999.99 –	
\$150.00 for the first \$15,000.00 plus \$3.00 for each additional TDC or fraction thereof, to and including \$100,000.00	
\$100,000.00 - \$500,000.00	
\$405.00 for the first \$100,000.00 plus \$2.75 for each additional TDC or fraction thereof, to and including \$500,000.00	
\$500,000.00 and above	
\$1,505.00 for the first \$500,000.00 plus \$2.50 per TDC	

Permit and Inspection Department (Cont.)

Permit Fee for moving a House/Building/Structure	\$50.00
Demolition permits are issued at no charge	\$0.00

Water & Sewer Tap Fees

<u>Water Tap</u>	<u>Regular Rate</u>
¾"	\$375.00
1"	\$575.00
1 ½"	\$875.00
2"	\$950.00
<u>Sewer Tap</u>	<u>Rates</u>
4"	\$400.00
6"	\$450.00
8"	\$500.00

All taps made outside the legal boundary of the City shall be assessed a charge of \$50.00 in addition to the tap fee.

Beverage Permit Fees

The City may levy and collect a fee not to exceed one-half (1/2) the State Fee for each permit issued for premises located within the City.

Amusement Machine and Arcade Center Fees

Occupation Tax - 1/4 the amount levied by the State on each coin-operated machine that an owner exhibits or displays, or permits to be exhibited or displayed in this State.

Amusement Center Annual License Fee	\$50.00
Release of Sealed Coin-Operated Machine	\$5.00
Replacement Tax Tag Fee	\$6.00

Vendor/Solicitor License Fees

Annual Fee for 1 st person	\$30.00
Each additional person	\$10.00
Junk Dealer/Junkyard Permit Fees	\$50.00
Recreational Vehicle Parks	
Annual License Fee	\$150.00
Manufactured Home Permits	\$25.00
Floodplain Development Permit	\$50.00
Administration	
Oil/Gas Drilling Permit Fee	\$2,000.00
Application Fee	\$100.00
Electronic Conversion Fee	Cost
Road Damage Fee	Replacement Cost
Inspection Fee – Per well, Per year	\$100.00
Annual Administrative Fee	\$25.00
Nonrefundable Amended Permit Fee	\$2,000.00
Administrative Fee	\$200.00
Technical Advisor Fee	Cost
Appeal Fee	\$250.00
Seismic Permit Fee	\$2,000.00
Alarm Permit Fees –	
Application Fee	\$25.00
Renewal Fee	\$25.00
Reinstatement Fee	\$40.00
False Alarm Notification	\$50.00
Late Payment Fee	\$10.00
Response to alarms w/o permit	\$100.00

Rental of Liberty Center and Kitchen

Room Rental Without Alcohol – until 12:00 a.m.	\$500.00
Room Rental With Alcohol – until 12:00 a.m.	\$1,000.00
Local Non-Profit Without Alcohol– until 12:00 a.m.	\$250.00
Local Non-Profit With Alcohol	\$500.00
Additional Time – 12:00 a.m. – 2:00 a.m. (per ½ hr)	\$100.00
Kitchen	\$300.00
Damage Deposit	\$1,000.00

Deposit is refundable if facilities are left clean and undamaged. This includes the bathrooms being cleaned and all trash removed to the outside dumpster. **ALL OF THE DEPOSIT** will be kept if the Lease Agreement, rules and regulations are broken for any reason.

Administration (Cont.)

Tables and Chairs are provided, but renter is responsible for setting up and putting away.

SECURITY for all events will be coordinated by the Liberty Police Department, 936-336-5666.

Fees for Public Information

The City of Liberty fees for providing copies of public information are those fees set forth in the Texas Administrative Code, Title 1, Part 3, Chapter 70.

Solid Waste Fees

Residential Collection Fee per month	\$18.25
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Each dwelling unit shall be considered a residential establishment even though such dwelling unit may be a part of an apartment or duplex.

Commercial Collection Fee per month

Collection from each commercial establishment shall be as follows:

Once-a-week pick-up / 3-32 gallons containers	containers	\$31.95
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Once-a-week pick-up / 1- 90 gallon container	/ 1-96 gallon container	\$38.85
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Refuse Collection from street right-of-ways or alley not
previously collected by regular solid waste collection services

Administrative Fee	\$10.00
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Fee Per Cubic Yard For Removal	\$25.00
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Administration (Cont.)

Utility Fees- Electric

Residential

Minimum charge		\$6.00
Total KW minus 50	X	0.037128
Total KW	X	Fuel Adjustment

These three (3) figures add up to total electricity. Tax is added for a taxable business and rental property.

Commercial

Minimum charge		\$21.80
Total KW	X	0.03832
Total KW	X	Fuel Adjustment

Total Demand charge (if business has a demand)

Tax (if business is taxable)

Demand decimal figure and multiplier can be obtained from the Billing Department. The demand charge is based on a multiplier on the account. Take the demand decimal figure for the month and multiply by the multiplier number. Take the figure and subtract 15 from this number. Then multiply this figure by \$6.24 to get the total demand dollar amount.

Large Commercial

Minimum charge			\$30.87
Total	X		0.023989
KW			
Total	X		Fuel
KW			Adjustment
Total Demand charge (if business has a demand)			
Tax (if business is taxable)			

Administration (Cont.)

The demand charge is figured the same as regular commercial. Do not subtract the free 15 load amount. The demand figure is multiplied by \$4.62 to get the total demand dollar amount.

Utility Fees – Water

Residential Service

This rate is applicable for all domestic purposes in a single family residence or individual apartments. All water rates are based on water consumption which must be taken through a single meter.

Minimum Monthly Rate	2M Gallons	\$23.00
Excess Over	2,001-5M gals	\$3.75/M gals
	Over 5M gals	\$3.95/M gals

Commercial Service

This rate is applicable for all commercial, business and/or manufacturing purposes and is also applicable to residences or apartments serving two or more families. All water rates are based on water consumption which must be taken through a

single meter.

Minimum Monthly Rate	2M Gallons	\$29.00
Excess Over	2,001-5M gals	\$3.75/M gals
	Over 5M gals	\$3.95/M gals

NOTE: "M" means thousands.

Utility Fees – Sewer

Residential Service

This rate is applicable for all domestic purposes in a single family residence or individual apartment. All sewer rates are based on water consumption which must be taken through a single meter. This rate has been capped at 15,000 gallons so that citizens no longer pay for sewer service on their usage above 15,000 gallons per month.

Minimum Monthly Rate	2M Gallons	\$24.00
Excess Over	2,001-5M gals	\$2.95/M gals
	5,001-15M gals	\$3.20/M gals
	Over 15M	No Charge

Administration (Cont.)

Commercial Service

This rate is applicable to all commercial, business and/or manufacturing purposes and is also applicable to residences or apartments serving two or more families. All sewer rates are based on water consumption which must be taken through a single meter.

Minimum Monthly Rate	2M Gallons	\$31.50
Excess Over	2,001-5M gals	\$3.50/M gals
	5,001 & Over	\$3.75/M gals

Industrial Waste Permit Fee \$250.00

Introduction of wastewater into the City's system is paid at a rate of \$.0018/gallon

Security Deposits

Residential – Electric	\$200.00
Residential – Water	\$50.00
Charge for new service	\$15.00

Reconnection Fee

A fee will be charged to restore service which has been suspended as a result of any utility bill in arrears.

Extension Fee	\$7.50
During regular business hours	\$35.00

Return check Fee \$35.00

Late Fee

The gross monthly bill for all classes of utilities including, but not limited to, electricity, water, wastewater, solid waste and miscellaneous fees for service for which payment is not made within 20 days of the billing date shall be the net monthly bill, including all adjustments and/or other applicable charges, *plus a 10% late fee.*

Administration (Cont.)

Use of Public Right of Way Fees

Permit Fee	\$400.00
Annual Fee	Based on Individual Location

Network Nodes

PERMIT FEE:

The permit application fee for installation of a micro network node, a network node, network node facilities, a node support pole, ground equipment, and transport facilities shall be the lesser of: (1) the City's actual, direct, and reasonable costs it determined are incurred in granting or processing an application; or (2) \$500/application (for up to 5 network nodes), \$250 for each additional network node per application, and \$1,000 per application for each pole.

RENTAL FEES:

The City shall charge the network provider a fee of \$250 for each network node located in the public right-of-way. If the network provider wants to install network nodes on city-owned service poles, the City shall require a separate pole use agreement and shall impose an additional rental fee of \$20 per year, per service pole.

Liberty Municipal Golf Course*

DEFINITIONS

Seniors – Sixty (60) years of age or older.

Family – Includes spouse and children eighteen (18) years of age or younger. Family memberships may contain up to six (6) family members.

DAILY FEES

	W/Cart	Walking
18 holes - Weekdays	\$25.00	\$18.00
18 holes - Weekends & Holidays	\$27.00	\$18.00

9 holes - Weekdays	\$16.00	\$11.00
9 holes - Weekends & Holidays	\$17.00	\$11.00
*Seniors - Weekdays	\$18.00	\$10.00
*Seniors - Weekends & Holidays	\$20.00	\$10.00
Cart Fee - 18 holes (Per Cart)	\$16.00	
Cart Fee - 9 holes (Per Cart)	\$8.00	

~~*Seniors - 60 years of age and older~~

ANNUAL FEES

Annual Fee - Individual - \$420.00

Semi-Annual Fee - Individual - \$220.00

Annual Fee - *Family - \$600.00

Semi-Annual Fee - *Family - \$320.00

Annual Fee - Trail Fee - \$400.00

Semi-Annual - Trail Fee - \$250.00

Cart Shed Rental - Annual - \$450.00 (Trail Fee Included)

Cart Shed Rental - Semi-Annual - \$275.00 (Trail Fee Included)

~~* Family - Spouse & Children 18 & Under~~

RANGE FEES

Small Bucket \$3.50

Large Bucket \$4.50

RANGE CLUB

Per Person (Annual) \$150.00

TOURNAMENT FEES

Per Person Per Day \$32.50

* The City Manager may waive or modify Golf Course fees as circumstances warrant



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.2

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Miscellaneous Issues

RESOLUTION (ID # 4448)

DOC ID: 4448

Department: Economic Development

Subject: Homebuilder Incentive Program

Background: In 2018, the City of Liberty issued approximately eight (8) new construction residential building permits. In order to stimulate additional residential development within the city, staff is proposing the adoption of a homebuilder incentive program.

The program would only apply to owner-occupied single-family homes which are at least 1,400 square feet of livable space that are built on a slab and contain a majority brick, masonry, or stone façade.

The program would be structured in the following way:

(1) developments consisting of eight (8) or fewer lots would be eligible for “basic” incentives, which would include waiver of tap fees, permit fees, and reduced platting fees.

(2) developments consisting of nine (9) or more lots would be eligible for all basic incentives in addition to being eligible for “advanced” incentives which could include financial assistance with utilities and infrastructure and/or property tax rebates. All development agreements that include “advanced” incentives must be approved by the City Council.

Although this resolution establishes the program, each individual home builder must enter into an agreement with the City of Liberty to participate in the program.

The homebuilder incentive program is attached for your review.

Funding Source: Multiple

Staff Recommendation: Approval of the resolution

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY,
TEXAS, CREATING A PROGRAM FOR RESIDENTIAL DEVELOPMENT;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to make grants, loans, or other arrangements in order to aid in economic development within the City; and

WHEREAS, the City of Liberty is currently experiencing a shortage of new housing developments within the City; and

WHEREAS, the City would like to create incentives for developers to purchase and develop property within the city; and

WHEREAS, the City Council of the City of Liberty desires to create a Chapter 380 program by which the City can incentivize developers to build new single-family residences within the city.

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

SECTION 1.

Establishment of a Chapter 380 Urban Development Program

- (a) The City Council hereby establishes a City of Liberty Chapter 380 Urban Development Program (“Program”) pursuant to Chapter 380 of the Texas Local Government Code. Under this Program, the City will consider granting economic incentives to encourage housing development within the City of Liberty.
- (b) Each applicant for a 380 urban development grant will be reviewed individually and a decision will be made based on the following:
 - a. The amount of tax revenue that the City expects to be generated by the building of the structure(s); and
 - b. The extent of economic enhancement and stimulation that the City will derive from the location and/or operation of the development; and
 - c. The quality of the proposed development; and
 - d. The location of the proposed development; and
 - e. The availability and priority of funding and resources the City currently has available to participate in an economic development incentive program.

SECTION 2

Grant Criteria

In order to qualify for a Chapter 380 Urban Development Grant, the project must meet the following criteria:

- The completed home must be owner-occupied (the home must not be built for rental purposes)
- The completed structure must be a single-family residence.
- The anticipated appraised value for the house must be at least \$150,000.
- The home must have a minimum of 1,400 square feet of livable space.
- All homes must be built on a slab in order to be eligible for incentives under this program.
- Manufactured and/or mobile homes are not eligible to participate in the incentive program, regardless of square footage or appraised value.
- The majority of the front façade must be brick, masonry, or stone.
- Construction shall begin within 180 days after the building permit is issued and shall be completed within one-year from the date the building permit is issued.

SECTION 3.

Application Procedures

Business enterprises or individuals with an interest in participation in the 380 Urban Development Program shall apply to the City of Liberty's City Manager or his designee. Said application shall include all information herein requested plus any additional information deemed necessary by the City Manager or his designee.

The application shall include the following:

(1) BACKGROUND -

a. Developers:

- i. the applicant's official name and contact information; a brief history of the business; if available the last three (3) years of operating expenses and revenues; a list of single-family homes built by the developer within the last three (3) years; a description of how the project is being financed; current employee count and average wage; and

b. Individual Home Owners:

- i. The applicant's name and contact information; the proposed builder/developer being used; a description of how the project is being financed; and the location of the proposed home; and
- (2) CONSTRUCTION INFORMATION - the applicant shall provide the location of the development; a detailed building plan of the structure being built; a timeline for construction; anticipated sales price for the house; anticipated appraised value of the house; proof of ownership of the lot if already owned; and
- (3) REQUEST - the proposed economic incentives being requested from the City; and
- (4) BENEFIT - the role of the City's economic incentives in the success of the applicant's development.

The City of Liberty reserves the right to waive any of these requirements and/or the right to require additional information.

All requests for assistance by the applicant shall be made at the same time the application is submitted.

Developments Consisting of Eight or Fewer Lots:

The City Manager, or his designee, has authority to approve or deny any request for basic incentives (as outlined herein) for developments consisting of eight or fewer lots. The City Manager, or his designee, may choose to alter the value, terms, or nature of the basic incentives. The City Manager, or his designee, is authorized to sign a 380 agreement with the applicant on behalf of the City of Liberty. Applications denied by the City Manager may be appealed to the Liberty City Council.

Developments Larger than Eight Lots:

Developments larger than eight (8) lots may be eligible for advanced incentives in addition to the basic incentives. For these large developments the City Council shall review the applications and make a determination regarding any possible grant award based on the recommendation of the City Manager. The applicant shall then enter into a 380 agreement with the City based on the determination made by the City Council.

SECTION 4

Incentives

Applicants that meet the above criteria may qualify for various incentives established by the City Council. It is important to note that the City has complete discretion when deciding whether to grant a 380 agreement and what incentives to include in any agreement. Qualifying applicants may be eligible for the following incentives:

Basic Incentives

- Waiver of tap fees

- Waiver of Building Permit Fees and other construction related-permit fees
- Reduced platting and re-platting fees

Advanced Incentives

- *Utility Infrastructure Incentives*
 - Possible cost of Extension of infrastructure for services. Utility and infrastructure extensions are subject to the availability of funding.
- *Tax Refund Incentive*
 - In order to be eligible for the tax refund incentive the development must consist of a minimum of nine (9) lots, with each lot containing a structure appraised at greater than \$150,000. The tax refund incentive shall be described as follows:
 - The first full-year after completion, a one-time rebate equal to one (1) times the amount of city taxes for the first year will be paid to the builder. The incentive will be paid to the builder pursuant to the economic development agreement on April 1st of the first full calendar year after completion of the approved project. Tax refunds are subject to the availability of funding. Tax incentives are calculated as follows:
 - $(\text{Appraised Value} / 100) * \text{City Property Tax Rate} = \text{Tax Incentive}$
- *Other Incentives*
 - Depending upon the size and potential added value of a development, the City may negotiate with a developer for additional incentives.

SECTION 5

Procedures, Criteria and Limitation on Payment

The nature, scope and procedure for the implementation of an economic incentive will be developed in conjunction with and will be based upon the merits of each individual project. In determining what incentives to provide, if any, the City Manager or City Council, as applicable, will consider to what extent such incentives are necessary to attract and/or generally assist the development. Additionally, the City Manager or City Council, as applicable, shall consider what type of incentive would provide the City with the most benefit for the cost while also meeting the needs of the developer. Other areas to be considered by the City shall be City budgetary

limitations, and the financial participation by the business. **Nothing within these procedures shall imply or suggest that the City of Liberty is under any obligation to provide any incentive to an applicant as it reserves the right to decline to participate in the Program with any business or individual for any reason allowed by law.**

It is important to note that any applicant receiving incentives under this program will be subject to the City of Liberty placing a lien on the property until such time that the applicant completes the project, meets all of the criteria established by the City Council, and the home is owner-occupied. Any participant who becomes non-compliant with the guidelines and timetables of this program set out in their 380 agreement will be responsible for repaying the City the cost of the incentives already utilized plus interest and attorneys' fees and will become ineligible for any incentives approved but not yet used.

SECTION 6

Economic Development Agreement

Any incentives that the City deems to be appropriate shall be reflected in a Chapter 380 Economic Development Agreement with the developer/individual. Said agreement shall specify the following:

- (a) The amount, character, and type of incentives to be paid or provided, and the terms, limitations and qualifications contained in said Agreement; and
- (b) Such terms and conditions as the City determines necessary and prudent to ensure that the incentives will be used for the purposes intended and will stimulate business activity in the City consistent with the objectives and purposes of Chapter 380 of the Texas Local Government Code; and
- (c) Any status or performance reporting of the project, as a condition of the incentive or as deemed appropriate by the City Council or their designee; and
- (d) The nature, level, and timing of participation or performance by the individual, business, subdivision, or housing developer; and
- (e) The method of recapture of all incentive values provided in the event of default by the party of the Agreement.

SECTION 7

Electricity

Applicants receiving a grant under this resolution must agree to use the City of Liberty as their electricity provider if the City is able and willing to provide electric utilities to said location.

SECTION 8

Effective Date

This Resolution shall take effect immediately upon its adoption by the City Council of Liberty, Texas and shall remain in full force and effect until such time as the City Council chooses to amend or invalidate the Resolution.

PASSED AND APPROVED this ____ day of _____, 2019.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.3

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Economic Development Issues

COUNCIL ACTION (ID # 4449)

DOC ID: 4449

Department: Economic Development

Subject: 380 Agreement with Liberty Strive Partners, LLC

Background: Sleep Inn & Suites Liberty Strive Partners, LLC is proposing to build a 54 room Sleep Inn hotel in the vicinity of Highway 146 North. The developer is requesting a rebate of 71.43% of hotel occupancy tax (HOT) revenue collected by the city for a five (5) year period, for a total amount not to exceed \$350,000.

In consideration of the HOT rebate, the 380 agreement specifies that the developer will: (1) build a 54-room hotel; (2) start construction on the hotel within nine months of execution of the 380 agreement; (3) hire no less than nine employees; (4) use the HOT fund revenue in accordance with state law; and (5) stay open for operation for at least five years.

The proposed 380 agreement is attached for your review.

Funding Source: Hotel Occupancy Tax Fund

Staff Recommendation: Approval of the 380 agreement

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement is made by and between the City of Liberty, Texas (sometimes hereinafter referred to as "City"), acting by and through its duly constituted City Council, and Sleep Inn & Suites Liberty Strive Partners, LLC (sometimes hereinafter referred to as "Developer").

RECITALS

WHEREAS, Developer plans to build a 54-room chain hotel within the City of Liberty;
and

WHEREAS, said City of Liberty currently has a shortage of quality hotels within the city;
and

WHEREAS, Developer estimates the hard construction cost of the hotel project to be \$2.5 million; and

WHEREAS, the proposed hotel will be a three-story, interior corridor hotel that offers free coffee, high-speed internet, and a continental breakfast; and

WHEREAS, the proposed hotel will have 54 rooms, 15 of which will have kitchenettes designed to accommodate re-location; and

WHEREAS, in accordance with state and local laws the proposed hotel would be responsible for paying a 7% hotel occupancy tax to the City of Liberty for every rented room; and

WHEREAS, the Texas Tax Code restricts the spending of Hotel Occupancy Tax funds to certain types of projects; and

WHEREAS, the City of Liberty City Council recognizes the benefits that a new hotel would bring to the local community; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to make grants, loans, or other arrangements in order to aid in economic development within the City; and

WHEREAS, Developer has requested that the City rebate to the Developer 71.43% of the City's seven percent (7%) share of the Hotel Occupancy Tax generated by the Sleep Inn for the first five (5) years that the hotel is in business; and

WHEREAS, the City and the Developer wish to set out the terms and conditions of the program under which the Developer will receive assistance under this Agreement, as more fully set out herein; now, therefore,

For and in consideration of the mutual covenants set forth herein, the City and the Developer

agree as follows:

ARTICLE I

GENERAL TERMS

- 1.1 Definitions. The terms defined in the preamble hereto shall have the meaning provided for them herein. The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

"Base Value" means the value of the Tract as it currently sits.

"City Grant Payments" means the payments described in Article 4 from the City to the Developer in consideration of the Project.

"Developer" means Sleep Inn & Suites Liberty Strive Partners, LLC, its successors and assigns.

"Project" means the Sleep Inn Hotel being developed by the Developer on the Tract.

"Hotel Occupancy Tax" means the seven percent (7%) tax charged by the City of Liberty on hotel room rentals as allowed by Texas law.

"Tract" means the property in the City of Liberty where the Project will be developed and built, with said property being more particularly described in Exhibit "A".

- 1.2 Singular and plural; gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2

REPRESENTATIONS

- 2.1 Representations of the Developer. The Developer hereby represents that:

(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out its obligations described in this Agreement.

- (B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.
- (C) This Agreement has been duly authorized, executed and delivered by the Developer and, constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.
- (D) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person which has not been obtained.

2.2 Representation of the City. The City hereby represents that:

- (A) The City is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- (B) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best if its knowledge, violate any applicable judgment , order, law or regulation , and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a part or by which the City or its assets may be bound or affected.
- (C) This Agreement has been duly authorized, executed and delivered by the City and, constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.
- (D) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any person which has not been obtained.

2.3 No partnership or agency created. Each party agrees and represents that the City and the Developer are not agents, partners or ventures of the other with respect to the Project, and that nothing in this Agreement shall be construed to create any such relationship.

ARTICLE 3

THE PROJECT

3.1 Description of Project. The Project is a chain hotel located on the Tract. The hotel will be a Sleep Inn, which is a chain offered by Choice Hotels that is limited to new construction. It will be a three-story, interior corridor hotel that offers free coffee, high-speed internet, and a continental breakfast. It will have 54 rooms, 15 of which will have kitchenettes designed to accommodate re-location. Preliminary renderings of the hotel are shown in Exhibit "B" attached hereto and made a part hereof.

3.2 Completion and Construction of the Project. In consideration of the benefits of this Agreement, the Developer agrees to develop the Project by building and opening a new hotel located on the Tract and by employing no less than nine (9) employees. If the Developer does not satisfy the City's standards for construction, the City may terminate this Agreement in accordance with Section 5.1 (a)(ii) of Article 5 of this Agreement.

3.3 Monitoring Progress. The City may, but is not required to, monitor the progress of the Project to determine the Developer's compliance with this Agreement. City personnel shall have reasonable access to the Project, and such other information as they may reasonably determine is relevant to the Project and the Developer's compliance with this Agreement.

ARTICLE 4

CITY'S ECONOMIC DEVELOPMENT GRANT

4.1 Grant Payment. In consideration of the construction of the Project, the City agrees to rebate the Developer 71.43% of the City's share of the hotel occupancy tax revenues produced by the Developer's hotel on the Tract for its first five (5) years in business. This rebate of taxes shall be capped at \$350,000.00 over the course of said five (5) years. The Developer shall complete construction of the Project within twenty-two (22) months of the execution of this Agreement, or this Agreement shall terminate by its terms.

4.2 Source of Grant Payments. The calculation of the City's Grant Payment is computed with reference to the hotel occupancy tax generated to the City of Liberty by occupancy at Developer's hotel located on the Tract. The City agrees to set aside funds from the hotel occupancy tax receipts in each budget year sufficient to timely make the annual City Grant Payment to Developer. Said grant payment is contingent upon Developer timely paying its hotel occupancy taxes when due. IN NO EVENT MAY THIS AGREEMENT BE CONSTRUED OR INTERPRETED AS PLEDGING OR OTHERWISE ENCUMBERING THE AD VALOREM TAX RECEIPTS OF THE CITY OR TO IN ANY MANNER REQUIRE THE CITY TO ISSUE BONDS OR OTHER AD VALOREM TAX SUPPORTED INDEBTEDNESS IN ORDER TO MAKE THE PAYMENTS REQUIRED BY THIS AGREEMENT. Amounts payable under this Article shall constitute economic development funds under Art. III, Sec.52-a, Texas Constitution; however, such amounts payable are not secured by a pledge of ad valorem taxes and are therefore not considered to create a debt of the City.

4.3 Use of Grant Payments by Developer. Developer agrees to use Hotel Occupancy Tax Revenues in accordance with Sec. 351.101 of the Texas Tax Code. Developer shall make annual reports to the city listing the expenditures made by the developer with revenue from the Grant Payments. Additionally, Developer shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the Developer, and on request of the city, shall make the records available for inspection and review by the City.

ARTICLE 5

DEFAULT

5.1 Default.

- (A) The following shall constitute an event of default by the Developer
 - (1) if the Developer fails to commence construction of the Project within nine (9) months of the Effective Date of this Agreement;
 - (2) if the Developer does not complete the construction of the Improvements in accordance with the City's standards for construction;
 - (3) if the Developer fails to construct a Sleep Inn Hotel that is comparable in size, style, and valuation as outlined in this agreement.
 - (4) if the Developer does not employ the minimum number of employees agreed to in this Agreement.
 - (5) If the Developer does not stay open for at least five (5) years.
 - (6) If the Developer breaches this Agreement or fails to perform any other of its obligations hereunder in substantial compliance with this Agreement.
- (B) In the event of default by the Developer:
 - (1) Developer shall be obligated to immediately repay all funds previously paid by the City of Liberty, Texas, together with interest at the rate of ten percent (10%) per annum from the date of receipt, along with any other costs for collection, and
 - (2) The City may cease payments hereunder and seek actual damages incurred by the City for any such default,
 - (3) The City shall have the right to terminate this agreement.
- (C) If the City fails to timely make payments in accordance with this Agreement, the Developer may seek damages for such failure to pay equal

to the amount unpaid, plus accrued interest. The Developer shall have no recourse against the ad valorem tax base of the City or any other funds of the parties other than as specified herein or damages relating to nonpayment thereof. The Developer shall be further entitled to a writ of mandamus to compel compliance of officials relating to this Agreement, except that the Developer may not compel the City to issue bonds or other ad valorem tax supported debt in order to make the payments required under this Agreement.

- (D) The party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have thirty (30) days to remedy the default prior to the declaration of any default hereunder. In the event of a material default hereunder, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other parties.
- (E) It shall not be considered an event of default if either party fails to perform their duties under this agreement if such failure is caused by a catastrophe, riot, war, fire, flood, landslide, hurricane, lightning, act of God, or similar contingency beyond the reasonable control of the parties to this Agreement.

ARTICLE 6

GENERAL

6.1 Inspections, Audits. The parties agree to keep such records with respect to the activities contemplated by this Agreement as may be reasonably required.

6.2 Developer Operations and Employees. All personnel supplied or used by the Developer in the performance of this Agreement or with respect to the Project shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

6.3 Personal Liability of Public Officials, Legal Relations. To the extent permitted by State law, no director, officer, employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement.

6.4 Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY VIOLATIONS OF LAWS, INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF DEVELOPER OR ITS AGENTS OR

EMPLOYEES. DEVELOPER SHALL PROVIDE A DEFENSE OF SUCH CLAIMS AT ITS OWN EXPENSE WITH LEGAL COUNSEL APPROVED BY THE CITY.

6.5 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

The Developer

21021 Springbrook Plaza Dr #215
Spring, Texas 77379

The City

City of Liberty
Attention: City Manager
1829 Sam Houston St.
Liberty, Texas 77575

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipt for by, or actually received by the other party.

6.6 Amendments and Waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and is signed by all the parties. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

6.7 Invalidity. If any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, except to the extent of a complete failure consideration.

6.8 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

6.9 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect. Venue for and all suits and causes of action shall be exclusively in Liberty County, Texas.

6.10 Entire Agreement. THIS WRITTEN AGREEMENT AND THE ATTACHED EXHIBITS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.11 Effective Date and Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring after the expiration of five (5) years.

6.12 Time of the Essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

6.13 Further Assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

6.14 Assignability. Developer does not have the right to assign this Agreement to any other party without the express prior written consent of the City of Liberty's City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the date first written above.

CITY OF LIBERTY, TEXAS

DEVELOPER

Mayor, Carl Pickett

Name:

ATTEST:

City Secretary, Dianne Tidwell

Attachment: Chapter 380 Agreement -Sleep Inn (4449 : 380 Agreement-Sleep Inn & Suites)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.4

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Sewer System Issues

COUNCIL ACTION (ID # 4450)

DOC ID: 4450 A

Department: Public Works

Subject: Sanitary sewer line extension on Hwy 146 North

Background: The City's sanitary sewer system ends on Hwy 146 North between McGuire Road and Feather Trace. Two local businesses have contacted the City to determine if sanitary sewer service could be provided to their property and if so, the estimated cost. The City's engineer has reviewed the request and determined that service could be provided to their properties at an estimated cost of \$464,200, which includes engineering fees. Approximately 2,000 feet of the estimated 3,000 feet sanitary sewer line extension would most likely not serve the adjacent properties. The remaining half would extend across the front of the properties owned by the two businesses. The sanitary sewer line was originally intended to be located on the west side of Hwy 146. However, due to the numerous utilities on the west side the line had to be relocated to the east side of Hwy 146. One of the businesses, PLC Construction, is near completion of their new building. Although the second business has not confirmed their intentions to participate at this time, the current line extension ordinance would require any entity who wishes to tap into a line extension, pay their pro rata share for the line extension. On May 23, 2019, four bids were received to extend the sanitary sewer line. The apparent low bidder is 5-T Utilities in the amount of \$339,671.95. The bids ranged from \$339,671.95 to \$532,889. A copy of the bid tabulation is attached.

Funding Source: Liberty Community Development Corporation

Staff Recommendation: Staff recommends the contract be awarded to 5-T Utilities in the amount of \$339,671.95.



City Of Liberty
 BID TABULATION - HWY 146 Sanitary Sewer Extension

					Engr. OPCC		5-T Utilities		Texas Pride		Principal Services		E.P. Brady	
Item No.	Spec. Section	Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A. SITE PREPARATION														
1	01 5000	Mobilization/Demobilization, and Temporary Facilities and Controls	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 16,174.85	\$ 16,174.85	\$ 16,000.00	\$ 16,000.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00
2	DWGS	Furnish and Install City of Liberty Project Sign	EA	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 400.00	\$ 400.00
3	01 5700	Complete TPDES requirements, including development and implementation of SWPPP, stabilized construction access, installation and maintenance of filter fabric fence, and all permitting, maintenance, inspection and reporting shown on the plans or required by the permit, complete in place.	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,700.00	\$ 1,700.00
4	32 9219 AND VARIOUS SPECS	Site work associated with proposed work including hydro mulching seeding, tree protection, tree removal, and site restoration all including labor, material and supervision.	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,200.00	\$ 6,200.00	\$ 52,500.00	\$ 52,500.00	\$ 4,600.00	\$ 4,600.00
5	01 5526	Traffic Control and Regulation for project work along Hwy 146	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 17,200.00	\$ 17,200.00	\$ 15,000.00	\$ 15,000.00	\$ 5,400.00	\$ 5,400.00
		SUBTOTAL FOR SITE PREPERATION ITEMS				\$ 36,500.00		\$ 32,174.85		\$ 44,400.00		\$ 120,500.00		\$ 22,100.00
B. SANITARY SEWER IMPROVEMENT														
Item No.	Spec. Section	Item Description	Unit	Quantity	Unit Cost	Total Cost								
6	DWGS AND VARIOUS SPECS	Furnish and install 4-foot diameter manhole with varying depths as shown in drawings including sewer piping connections and associated appurtenances including stormwater prevention device, all including labor, material and supervision, site work, site restoration, and diversion pumping, complete and in-place.	EA	8	\$ 5,000.00	\$ 40,000.00	\$ 5,500.00	\$ 44,000.00	\$ 5,800.00	\$ 46,400.00	\$ 3,000.00	\$ 24,000.00	\$ 4,650.00	\$ 37,200.00
7	DWGS AND VARIOUS SPECS	Furnish and install new 12-inch PVC (C900) gravity sanitary sewer pipe approximately 2,723 linear feet (LF) by open cut as shown in drawings, all including labor, trench safety, material, and supervision, complete and in-place.	LF	2723	\$ 75.00	\$ 205,000.00	\$ 70.70	\$ 192,516.10	\$ 82.00	\$ 223,286.00	\$ 100.00	\$ 272,300.00	\$ 143.00	\$ 389,389.00
8	DWGS AND VARIOUS SPECS	Furnish and install new 12-inch PVC (C900) gravity sanitary sewer pipe approximately 100 LF with 20-inch steel casing by tunneling	LF	100	\$ 400.00	\$ 40,000.00	\$ 326.86	\$ 32,686.00	\$ 260.00	\$ 26,000.00	\$ 365.00	\$ 36,500.00	\$ 480.00	\$ 48,000.00
9	DWGS AND VARIOUS SPECS	Provide Sanitary Service Lead and Marker for the PLC Property Service Line Connection.	LS	1	\$ 500.00	\$ 500.00	\$ 295.00	\$ 295.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00
		SUBTOTAL OF SANITARY SEWER IMPROVEMENTS				\$ 285,500.00		\$ 269,497.10		\$ 299,686.00		\$ 335,300.00		\$ 476,389.00
C. ALLOWANCE ITEMS					Unit	Quantity	Unit Cost	Total Cost						
10		Coodination with Centerpoint Utilities	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
11		Coodination with AT&T/SWBT Utilities	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
12		Coodination with City of Hardin	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
		SUBTOTAL FOR ALLOWANCE ITEMS				\$ 6,000.00		\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00
C. EXTRA UNIT PRICE ITEMS														
Item No.	Spec. Section	Item Description	Unit	Quantity	Unit Cost	Total Cost								
10		Extra Hand Excavation	CY	400	\$ 40.00	\$ 16,000.00	\$ 40.00	\$ 16,000.00	\$ 10.00	\$ 4,000.00	\$ 10.00	\$ 4,000.00	\$ 36.00	\$ 14,400.00
11		Extra Machine Excavation	CY	200	\$ 42.00	\$ 8,400.00	\$ 15.00	\$ 3,000.00	\$ 4.00	\$ 800.00	\$ 8.00	\$ 1,600.00	\$ 30.00	\$ 6,000.00
12		Extra Select Backfill Material	CY	200	\$ 32.00	\$ 6,400.00	\$ 60.00	\$ 12,000.00	\$ 24.00	\$ 4,800.00	\$ 25.00	\$ 5,000.00	\$ 40.00	\$ 8,000.00
13		Extra Cement Stabilized Sand	CY	200	\$ 36.00	\$ 7,200.00	\$ 35.00	\$ 7,000.00	\$ 32.00	\$ 6,400.00	\$ 25.00	\$ 5,000.00	\$ 30.00	\$ 6,000.00
14		Furnish and Install Protective Manhole Coating with Epoxy Liner	SF	879	\$ 35.00	\$ 30,765.00		\$ -		\$ -		\$ -		\$ -
		SUBTOTAL FOR EXTRA UNIT PRICE ITEMS				\$ 38,000.00		\$ 38,000.00		\$ 16,000.00		\$ 15,600.00		\$ 34,400.00
A. SUBTOTAL SITE PREPARATION						\$ 36,500.00		\$ 32,174.85		\$ 44,400.00		\$ 120,500.00		\$ 22,100.00
B. SUBTOTAL FOR SANITARY SEWER IMPROVEMENTS						\$ 285,500.00		\$ 269,497.10		\$ 299,686.00		\$ 335,300.00		\$ 476,389.00
C. SUBTOTAL FOR EXTRA UNIT PRICE ITEMS						\$ 38,000.00		\$ 38,000.00		\$ 16,000.00		\$ 15,600.00		\$ 34,400.00
TOTAL FOR HIGHWAY 146 SANITARY SEWER EXTENSION						\$ 360,000.00		\$ 339,671.95		\$ 360,086.00		\$ 471,400.00		\$ 532,889.00

Attachment: Bid Tab- Hwy 146 Sewer Line Extension Final (4450 : Contract-SS Line Ext-Hwy. 146N)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.5

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Sewer System Issues

COUNCIL ACTION (ID # 4451)

DOC ID: 4451

Department: Public Works

Subject: Bowie Street Sanitary Sewer Line

Background: The contractor installing the new sanitary sewer line on US Hwy 90 is having to bypass the wastewater flow from the 24" sewer line on Bowie Street around their work area. Recently the bypass pumping failed causing an overflow at the corner of Grand and Bowie Streets. When City crews uncovered the line, they found that the top portion of the corrugated metal pipe was basically non-existent. Additionally, the contractor found the pipe in the same condition where they were to tie into a new manhole at Bowie and US Hwy 90. During the last several months City crews have had to repair this line multiple times. One of the pipe failures was at Bowie and Sam Houston Streets which had resulted in a sinkhole in the intersection. The best method to repair the line is to use a method called cured in place pipe (CIPP). CIPP is a jointless, seamless, pipe-within-a-pipe. A liner is inserted into the pipe using water, steam or air pressure. Hot water or steam is used to accelerate the curing rate of the resin in the liner. Service laterals are restored internally with robotically controlled cutting devices. The proposed work has been divided into sections to expedite the repairs to the sections of pipe needing immediate attention. The contractor has begun work on May 22, 2019 on the section between Grand and Cos and ML King to south of US Hwy 90. Costs for the repair of the sanitary sewer line between Cos and ML King has been requested from several contractors. A bid tab will be provided to City Council during the meeting.

Funding Source: Cambridge Funds

Staff Recommendation: Staff's recommendation will be provided during the meeting.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.6

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Bids & Proposals

COUNCIL ACTION (ID # 4452)

DOC ID: 4452

Department: Public Works

Subject: Proposal No. 19-02 Uniform Rental & Laundry Services.

Background: On May 18 2019, bids were received for Uniform Rental & Laundry Services for the Electric, Maintenance, Parks, Streets, Water/Wastewater and Library Departments. The uniforms for the Electric Department are FR rated in accordance with current industry standards. Also included with the Uniform Bid were quotes for various sizes of door mats, and miscellaneous janitorial supplies. Bids were received from Cintas and Uni First. The low bidder, based on the current number of uniforms, mats and anticipated quantities of janitorial supplies, is Uni First in the amount of \$195.60 per week. The breakdown of the weekly cost is \$104.86 for uniforms and \$90.74 for mats and janitorial supplies. The preparation charges from Uni First were waived for the initial set up.

Funding Source: Funds are currently budgeted in the appropriate Departments Uniform Line Item.

Staff Recommendation: Staff recommends awarding Uniform Rental & Laundry Service Bid to Uni First.

Estimated quantity	Item No.		Cintas			UniFirst	
			Each	Total for estimated quantity		Each	Total for estimated quantity
3	001	Delivery Fee Per Site	\$ 8.00	\$ 24.00		\$ 2.05	\$ 6.15
220	002	Work Shirts, Long & Short Sleeve	\$ 0.42	\$ 92.40		\$ 0.12	\$ 26.40
44	003	Work shirts, Long Sleeve, FR	\$ 0.72	\$ 31.68		\$ 0.27	\$ 11.92
	004	Additional Fee for Larger Size	\$ 0.15	\$ 0.15		no initial cost	\$ -
		Additional Fee for Larger Size, FR	\$ 0.30	\$ 0.30		no initial cost	\$ -
		004 See notes below					
11	005	Work Pants	\$ 0.60	\$ 6.60		\$ 0.29	\$ 3.19
	006	Additional Fee for larger size pants	\$ 0.60	\$ 0.60		no initial cost	\$ -
220	007	Jeans Work Pants	\$ 0.63	\$ 138.60		\$ 0.26	\$ 57.20
	008	Additional Fee for larger size	\$ 0.15	\$ 0.15		no initial cost	\$ -
		Additional Fee for larger size, FR	\$ 0.30	\$ 0.30		no initial cost	\$ -
	009	Preparation charges, per uniform set		\$ -			\$ -
	010	Preparation charges not included in 009		\$ -			\$ -
2	011	Door Scraper Mats (3x5)	\$ 4.00	\$ 8.00		\$ 1.25	\$ 2.50
1	012	Brown Mats (3x10)	\$ 7.00	\$ 7.00		\$ 2.50	\$ 2.50
1	013	Brown Mats (3x5)	\$ 4.00	\$ 4.00		\$ 1.25	\$ 1.25
4	014	Brown Mats (4x6)	\$ 5.00	\$ 20.00		\$ 2.00	\$ 8.00
2	015	Black Mat (4x6)	\$ 5.00	\$ 10.00		\$ 2.00	\$ 4.00
2	016	Dust Mop Head (36")	\$ 2.00	\$ 4.00		\$ 0.47	\$ 0.94
5	017	Disposal Urinal Mat (Svc)	\$ 2.00	\$ 10.00		\$ 1.00	\$ 5.00
5	018	Disposal Urinal Mat (Refill)	\$ 1.00	\$ 5.00		\$ 0.81	\$ 4.05
500	019	Shop Towels per 50	\$ 0.15	\$ 75.00		\$ 0.05	\$ 26.00
500	020	Bar Towels per 50	\$ 0.20	\$ 100.00		\$ 0.07	\$ 36.50
			\$ 537.78			\$ 195.60	

- *004* On larger sizes, Cintas has a charge of a \$.15 per item each week for regular items, and \$.30 per item each week for FR items
 Unifirst has a one time charge on shirts up to 6xl of \$2.65, and a one-time charge of \$3.20 to \$4.25 depending on size
- *009* Cintas is current vendor and uniforms are already set up, Unifirst has waived all set up fees for existing employees



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.7

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 4457)

DOC ID: 4457

Subject: Workforce Solutions Internship Program

Background: Workforce Solutions - Liberty County is requesting that the City of Liberty participate in their internship program. Workforce Solutions' internship program pays young adults, age 16-24, \$10 per hour for up to 30 hours per week for up to 6 weeks. The overall goal of the program is to provide young adults with meaningful work experience.

All interns will be considered employees of Workforce Solutions and Workforce Solutions will provide Workers Compensation insurance for all interns. Workforce Solutions will also issue paychecks to all interns.

To participate in the program, the City of Liberty would only be required to provide a "worksite" for the interns, a supervisor, and a back-up supervisor.

Funding Source: n/a



Worksite Agreement

Worksite: _____ **Contact:** _____ **Tel #:** _____

Physical Address: _____ **E-Mail** _____

This Agreement is entered by and between _____, hereinafter referred to as the "Agency" and _____, hereinafter referred to as the "Worksite."

This Agreement establishes the terms and conditions for Agency and the Worksite as follows:

1. This Agreement is effective _____ and will terminate no later than **December 31, 2022**. This Agreement may be terminated by either party, at any time, upon written notice to the other party with ten (10) business days' notice. No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by both the parties hereto.
2. The Worksite understands that the purpose of this Agreement is to provide eligible interns, with meaningful work experience and training that supports long-term employment and/or career goal(s). We encourage the Worksite to offer an employment opportunity to those interns who meet the job qualifications and requirements.
3. The Agency shall be responsible for worker's compensation insurance coverage for interns approved to work at the Worksite, subject to the limitations contained herein. All minors must have parental or guardian consent on file with the Agency to authorize emergency medical treatment.
4. The Agency will provide the Worksite with payroll and attendance reporting requirements for interns, and the Worksite agrees to follow the Agency's said requirements.
5. Work assignments shall be for no more than 30 hours per week, salary and duration of assignment is based on the Worksite Application, payable through the Agency.
6. The Worksite further agrees to: (1) comply with Labor Laws and/or Child Labor Laws and federal and state equal employment opportunity laws; (2) ensure necessary emergency medical care is given to interns in the event of an occupational injury or illness; (3) provide adequate supervision and instruction; (4) ensure safe and healthful working conditions; (5) provide workers with a written job description; (6) provide an evaluation or progress report on each worker as requested.
7. The Worksite will not use this agreement to displace or replace a regular employee, reduce in the hours of non-overtime work, wages, or eliminate a position staffed by a regular employee. This means that any Worksite participating in this agreement will not (directly or indirectly) cause the displacement of any that company's regular employees.
8. The Worksite understands and agrees that the Agency and the Houston-Galveston Area Council may conduct an announced or unannounced on-site visit to evaluate general compliance with rules and regulations requirements.
9. Indemnification: The Worksite shall indemnify and hold harmless the Agency, Gulf Coast Workforce Board, Houston-Galveston Area Council and their officers, employees and agents from any loss, liability, claim or damage that may arise from any activities of the Worksite, and the Worksite shall defend and indemnify the Agency and Gulf Coast Workforce Board from any liability or judgment. The Worksite warrants that it has adequate general liability insurance in effect.

In Witness Whereof, this agreement has been executed by and on behalf of the parties described herein.

For: Agency

For: Worksite

Signature: _____

Signature: _____

Printed Name
and Title: _____

Print Name
and Title: _____

Attachment: Workforce Solutions-Exhibit A (4457 : Workforce Solutions Internship Program)

Date Signed: _____

Date Signed: _____

Attachment: Workforce Solutions-Exhibit A (4457 : Workforce Solutions Internship Program)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Permits

4.A.8

ORDINANCE 2019-15

DOC ID: 4458 B

Department: Inspections

Subject: Building Permit Fees

Background: The City's current building permit fees are based on the cost of the proposed structure or improvement. The Texas Legislature recently passed H.B. 852 which now prohibits this practice. Specifically, the bill provides that: (1) in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program. The bill was signed by the Governor on May 21, and it is effective immediately. No grace period applies, so the City will not be able to charge for building permits until a new fee structure is in place. The earliest City Council could improve a new fee structure is June 11, 2019. Options for the proposed fee schedule include square footage-based fees, a flat fee schedule, or any other non-cost-based and reasonable calculation.

Funding Source: NA

Staff Recommendation: Staff recommends a moratorium on the issuance of residential building permits until June 11, 2019.

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS, ENACTING A TEMPORARY MORATORIUM STAYING THE ISSUANCE OF CERTAIN RESIDENTIAL BUILDING RELATED PERMITS IN THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City of Liberty ("City") currently bases its building permit fees on the valuation of the proposed structure or improvement; and

WHEREAS, Texas House Bill 852 provides that "(1) in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of constructing or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program"; and

WHEREAS, said H.B. 852 was signed by the governor on May 21, 2019 and took effect immediately and no grace period applies; and

WHEREAS, the City Council of the City of Liberty has determined that it is necessary for the City to amend its residential building permit fee structure so that it will comply with the newly enacted state law; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate and revise the City's residential building permit fee structure, the City wishes to maintain the status quo by implementing a temporary moratorium on the issuance of certain residential building permits where said permit's price is based on the valuation of the structure; and

WHEREAS, the City Council plans on adopting a new residential building permit fee structure that complies with H.B. 852.

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

Section 1: FINDINGS OF FACT: The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

Section 2: APPLICABILITY: The City of Liberty hereby enacts this Ordinance in order to implement a temporary moratorium on the issuance of certain residential building permits where said permit's price is based on the valuation of the structure.

Section 3: PURPOSE: This temporary moratorium is being enacted to maintain the status quo, and to allow the City time to properly rewrite the City's residential building permit fee schedule so that it complies with the newly enacted Texas H.B. 852.

Section 4: ENACTMENT: The City of Liberty hereby enacts this Ordinance implementing a temporary moratorium on the City's issuance of certain residential building permits where said permit's price is based on the valuation of the structure.

Section 5: DURATION: The initial duration of this temporary moratorium shall be for a period of thirty (30) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

Section 6: EXTENSION: If the City determines that the initial period is insufficient for the City to adopt a new residential building permit fee schedule, this Ordinance may be renewed or extended for an additional period.

Section 7: EXCEPTION: The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired (as of the date of this temporary moratorium).

Section 8: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

Section 9: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of
Liberty, this _____ day of _____, 2019.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.C.1

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 4453)

DOC ID: 4453 A

Department: Administration

Subject: LCDC Appointments

Background: The LCDC is managed by a Board of Directors comprised of 7 members, each of whom shall be a resident of the City. All members serve 2-year terms. Four (4) members shall be persons who are not employees, officers of the City, or members of City Council.

The LCDC was created to promote economic development within the city in order to eliminate unemployment and to promote or develop new or expanded business enterprises, including drainage related and other public improvements. This Board normally meets on the third Tuesday of each month, however, may meet at other times during the month, as necessary.

Those members whose terms expire are: Leslie Herndon, Mark Campbell, and Courtney Daniel. There are **NO** term limits for this Board.

Other Board Members are: Dennis Beasley, David Arnold, Barbara Norwood, and Mike Page.

The City has received applications from the following individuals who have indicated their interest in the LCDC: **Mark Campbell, Courtney Daniel, Dan VanDeventer, Richard Jenner, Kathrine B. McCarty.**

Leslie Herndon is not available for possible reappointment due to other commitments.

.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.C.2

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 4454)

DOC ID: 4454 A

Department: Administration

Subject: P & Z Appointments

Background: On or after May 1 of each year, City Council shall appoint resident qualified voters of the City of Liberty to the Planning and Zoning Commission. Membership consists of 5 members, plus 2 alternates. All members serve three-year terms. Members may only serve three (3) consecutive terms.

The purpose of the Planning and Zoning Commission is to hear and consider matters relating to planning or subdivision control as required under City ordinance or state law. This Commission meets as needed.

Those members whose terms expire: Larry Wagon, Richard Jenner (Alt) and an additional alternate position are available. Mr. Wagon is **NOT** eligible to serve again, due to term limitations.

Other Board members are: Shelli Ellerbe, Ryan Daniel, Emily Cook and Kim Anderson.

Positions available are one regular member and two (2) alternates. The City currently has applications from the following individuals who have indicated interest in the P&Z: **Richard Jenner** (finishing 1st term) and **Tyler Jackson**.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.1

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION (ID # 4455)

DOC ID: 4455

Department: Administration

Subject: Wireless Telecommunication

Background: The work session will address wireless communication facilities located within the city limits and its ETJ, whether they are upon private or public land and not located in the rights-of-way. Discussed will be standards and procedures, exemptions, permitting and other related information.

Funding Source: n/a

AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY CREATING DIVISION 7 IN CHAPTER 10.02 OF THE CODE OF ORDINANCES, REGULATING WIRELESS TELECOMMUNICATIONS FACILITIES AND REQUIRING A PERMIT FOR SAME; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, federal laws, regulations, court decisions, wireless technology, and consumer usage have reshaped the environment within which wireless communications facilities are permitted and regulated; and

WHEREAS, the City Council of the City of Liberty, Texas, desires to update its local standards and procedures to protect and promote the public health, safety and welfare of the citizens of Liberty, to reasonably regulate wireless communication facilities aesthetics, to protect and promote the City's unique character and manner consistent with State and federal laws and regulations.

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

Section 1: Section 10.02 of the Code of Ordinances of the City of Liberty is amended to read as follows:

Division 7. WIRELESS TELECOMMUNICATIONS FACILITIES (NOT IN THE PUBLIC RIGHTS-OF-WAY)

Section 10.02.200 Applicability; Permit Required

- (a) Every wireless communication facility located within the city limits and its ETJ, whether upon private or public lands, that is not located in public rights-of-way, is subject to this Article, except that the following facilities are exempt:
 - a. Amateur Radio Station Operator/Receive-Only Antenna if owned and operated by a federally licensed amateur radio station operator or used exclusively for a receive only antenna;
 - b. Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;
 - c. Wireless communication facilities used exclusively for emergency services including police, fire, and operation of water utility, when not located on a new freestanding antenna support structure (e.g. tower or dedicated pole); and
 - d. A temporary, commercial WTF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WTF shall be exempt from the provisions of this Chapter for up to one week before and after the duration of the special event.
- (b) Permit Required. Any individual or business seeking to install, modify, or collocate a Wireless Telecommunications Facility within the City of Liberty or its ETJ must first obtain a permit from the City of Liberty. The City Council shall establish a cost for said permits from time to time.

Section 10.02.201 Definitions applicable to this Article.

Array. One or more antenna mounted at approximately the same level above ground on a tower or base station.

Antenna. Communications equipment that transmits, receives or transmits and receives electromagnetic radio signals used in the provision of all types of wireless communications services.

Base Station. A structure or equipment at a fixed location that enables licensed or authorized wireless communications between user equipment and a communications network. The term does not include a tower. The term includes, but is not limited to, a building, clock tower, bell steeple, sign, utility pole, water storage tank, silo and other similar mounting structures that may be used for the purpose of supporting and obscuring the presence of antennae.

City of Liberty. The City of Liberty, Texas, a home-rule municipal corporation.

Collocation. The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

Deemed approved. Means and refers to an eligible facilities modification application that has been deemed approved upon the City's failure to act, and has become effective, as provided pursuant to the FCC Eligible Facilities Request Rules.

City Manager. The City Manager of the City of Liberty or his designee.

Eligible facilities request. The term means the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(3), as may be amended, which defines that term as "any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment."

Eligible support structure. A tower or base station as defined in this section, provided it is existing at the time the application is filed with the local government, which is eligible for collocation.

Engineered Fall Zone. The area in which a support structure may be expected to fall in the event of a structural failure, as measured by engineering standards.

Existing. The term has the same meaning as provided in 47 C.F.R. § 1.40001(b)(4), as may be amended, which provided that "a constructed tower or base station is existing if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

Federal Communications Commission ("FCC"). An independent United States government agency responsible for the regulation of interstate and international communications by radio, television, wire, satellite, and cable.

Height, structure. Telecommunications support structure height shall be measured from ground level (finished grade) to the top of the structure. Measurement of tower structure height for the purpose of determining compliance with the requirements of this article shall include the structure, foundation, and any facilities attached thereto which extend above the top of the structure.

Personal wireless service. As used in this chapter, shall be defined in the same manner as in Title 47, United States Code, Section 332(c)(7)(c), as they may be amended now or in the future, and includes facilities for the transmission and reception of radio or microwave signals used for communication, cellular phone, personal communications, services, enhanced specialized mobile radio, and any other wireless services licensed by the FCC and unlicensed wireless service facilities.

Section 6409(a). Section 6409(a) of the Middle-Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a), as may be amended.

Section 6409(a) Modification. Any eligible facilities request that does not cause a substantial change and submitted for approval pursuant to Section 6409(a) and the FCC's regulations at 47 C.F.R. § 1.40001 et seq.

Site. The current boundaries and any access or utility easements of the leased or owned property surrounding the tower.

Spectrum Act. Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act, 47 U.S.C. § 1455(a) (providing, in part, "... a State or local government may not deny, and shall approve, any Eligible Facilities Request for a modification of any existing wireless Tower or Base Station that does not substantially change the physical dimensions of such Tower or Base Station.")

Stealth technology or Stealth facility. As used in this Chapter, the term shall mean design technology that blends the WTF into the surrounding environment, so it is unrecognizable as a telecommunications facility; examples of stealth facilities include but are not limited to architecturally screened roof-mounted antennas, building-mounted antennas painted to match the existing structure, antennas integrated into architectural elements such as church spires or window wall, and antenna structured designed to resemble light poles or flagpoles.

Substantial change. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(a) For existing towers not in the public rights-of-way:

- a. An increase in the height of the tower by more than 10% or by the height of one additional antenna array with the separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater, or
- b. The addition of any appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet (20'), or more than the width of the tower at the level of the appurtenance, whichever is greater, or
- c. Any excavation or deployment outside the current site, or
- d. It would defeat the concealment elements of the structure, or
- e. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, however, this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in the Code of Federal Regulations CFR 47, Chapter 1, Subchapter A, Part 1, 1.40001(b)(7)(i) through (iv).

(b) For base stations not in the public rights-of-way:

- a. An increase in the height of the structure by more than 10% or more than ten (10) feet, whichever is greater; or
- b. The addition of any appurtenance that would protrude from the edge of the structure by more than six (6) feet; or
- c. The installation of more than four (4) new equipment cabinets; or
- d. Any excavation or deployment outside the current site; or
- e. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, however, this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in the Code of Federal Regulations CFR 47, Chapter 1, Subchapter A, Part 1, 1.40001(b)(7)(i) through (iv).

Support Structure. Any tower or base station as defined in this section.

Tower. Any structure built for the sole or primary purpose of supporting any authorized antennas and their associated facilities, including structures that are constructed for wireless communication services, including but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Transmission equipment. Equipment that facilitates transmission for any [FCC]-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply.

Wireless. Any FCC-licensed or authorized wireless communication service transmitted over frequencies in the electromagnetic spectrum.

Wireless telecommunications facilities (WTF's). Towers, base stations and other structures utilized to house or support antennae and related equipment for radio, television, microwave, cellular phone, digital phone, wireless internet, and other wireless communications services. Noncommercial television or internet antennae and amateur radio antennae are not governed by this section.

Section 10.02.202 Application Submittal Requirements

- (a) Application contents. To make application for a wireless telecommunications facility permit, including collocating on an eligible support structure or adding transmission equipment to an alternative structure, the following is required except for Eligible Facilities Requests.
 - a. Completed application for site review and application fee submitted to the Permits Department.
 - b. A drawing and any supporting documents that identifies
 - i. The location of existing applicant-owned wireless telecommunication facilities in the county;
 - ii. The type and height of each existing facility;
 - iii. The current proposed facility;
 - iv. The type and height of the proposed facility;
 - v. At least three collocation alternatives to the applicant's own development along with proof of a genuine effort in collocating on or attaching to an existing support structure; a certified letter addressed to potential lessors is recommended in addition to evidence that demonstrates that no existing tower or support structure can accommodate the applicant's proposed WTF. Any of the following may be submitted as evidence:
 - 1. No existing structures are located within the geographic area required to meet applicant's engineering requirements.
 - 2. Existing structures are of insufficient height to meet applicant's engineering requirements.
 - 3. Existing structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - 4. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna.

5. The fees, costs, or contractual provisions required by the owner in order to share an existing structure or to adapt an existing support structure for sharing are unreasonable. Costs exceeding those for new tower development are presumed to be unreasonable.
 6. The applicant demonstrates that there are other limiting factors that render existing structures unsuitable. It is not necessary to reveal future plans or locations for additional proposed facilities. The plan will assist the city in understanding the need for any new wireless telecommunication facility, assess the land use impacts, and aid in comprehensive land use planning.
- c. Visual impact analysis; presented by one of two methods, photographs or drawings. In either case, four views or elevations shall be submitted looking toward the site (typically north, south, east, and west) including site and the surrounding properties measured from the center point of the tower out to a distance equal to three times the height of the proposed tower. This drawing will depict a “skyline” view showing the entire height of the proposed tower and the surrounding structures, trees, or any other objects contributing to the skyline profile. The applicant shall draw the proposed tower directly on the photographs in black ink.
 - d. Proof of compliance with FCC regulations.
 - e. Notification of an impending environmental assessment required by the National Environmental Protection Agency (NEPA) and a copy when the assessment is completed (if applicable).
 - f. A letter addressed to the city declaring an intent and willingness to build out a proposed tower to allow at least two other service providers.
 - g. Copies of a site plan (the site plan is not the same as the WTF facility plan) as per site development review committee requirements, including signature lines for both the owner of the WTF and/or the owner of the property indicating an agreement to remove the entire WTF and any related equipment within 60 days of abandonment. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer. Upon receipt of the above items, the City will process the application and review the site plan.

(b) Applications for Eligible Facilities Requests.

The City Manager shall prepare and make publicly available an application form which shall require the information necessary for the city manager to consider whether an application is an Eligible Facilities Modification request.

Section 10.02.203 Review Procedures

1. Eligible Facilities Request:

- (a) Purpose. This Section implements Section 6409(a) of the Spectrum Act, 47 U.S.C. Section 1455 (a) as interpreted by the FCC in its Report and Order No. 14153, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible Facilities Requests shall be governed solely by the provisions in this Section and Federal Law.

(b) Application Review.

- a. Upon receipt of a complete application for an Eligible Facilities Request pursuant to this Section, the City will review such application, make its final decision to

approve or disapprove the application, and advise the applicant in writing of its final decision.

- b. Within 60 days of the date on which an applicant submits a complete application seeking approval of an Eligible Facilities Request under this Section, the City will review and act upon the application, subject to the tolling provisions below.
- c. The 60-day review period begins to run when the application is filed and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- d. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. Deemed granted does not become effective until the applicant notifies the City in writing that the review period has expired.

(c) Findings for Approval.

The City Manager may approve a Section 6409(a) Modification when he/she finds that the proposed collocation or modification qualifies as an eligible facilities request and does not cause a substantial change.

(d) Grounds for Denial.

In addition to any other alternative recourse permitted under federal law, the City Manager may deny a Section 6409(a) Permit when he/she finds that the proposed collocation or modification:

- (a) Violates any legally enforceable standard or permit condition reasonably related to public health and safety; or
- (b) Involves a structure constructed or modified without all regulatory approvals required at the time of the construction or modification; or
- (c) Involves the replacement of the entire support structure; or
- (d) Does not qualify for mandatory approval under Section 6409(a) for any lawful reason.

(e) Notice.

Before the City Manager may approve any application for a Section 6409(a) Modification, notice of the application shall be provided in accordance with this subsection.

- (1) Required Notice Method. Notice shall be posted on the project site.
- (2) Notice Content. The notice shall include the following information:
 - a. A general explanation of the proposed modification or collocation;

- b. The following statement: “Federal law may require approval for the application. Further, Federal Communications Commission regulations may deem this application granted by the operation of law unless the City approves or denies the application, or the City and applicant reach a mutual tolling agreement”; and
 - c. A general description, in text or by diagram, of the location of the real property that is the subject of the application.
- (3) All Section 6409(a) Permit Denials Are Without Prejudice. Any denial of a Section 6409(a) Permit application shall be without prejudice to the applicant, the real property owner or the project. All Section 6409(a) Modifications are subject to review and approval or denial of a Section 6409(a) Permit by the City Manager in accordance with this chapter. Section 6409(a) applications are exempt from Historic Landmarks Commission review; provided however, that Section 6409(a) Modifications must comply with all prior conditions of approval related to concealment or reasonably related to public health and safety.
- (4) Section 6409(a) Permit Appeals. Subject to applicable federal timeframes for local review, any person or entity may file a written appeal to the City Council to reverse the City Manager’s final decision to approve or deny without prejudice a Section 6409(a) Permit application. The appeal must state in plain terms the grounds for reversal and the facts that support those grounds. The appellant must pay a fee established by a resolution of the City Council at the time the appeal is filed.

2. Collocation Applications:

- (a) Purpose. This Section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.
- (b) Application Review.
- a. Upon receipt of a complete application for a collocation request pursuant to this Section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
 - b. Within 90 days of the date on which an applicant submits a complete application seeking approval of a collocation request under this Section, the City will review and act upon the application, subject to the tolling provisions below.
 - c. The 90-day review period begins to run when the application is filed and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City’s notice of incompleteness. Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing

documents or information that was not delineated in the original notice of incompleteness.

- d. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

(c) New Site or Tower Applications:

- (a) Purpose. This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.

(b) Application Review.

- a. Upon receipt of a complete application for a request for a new site or tower pursuant to this Section, the City will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
- b. Within 150 days of the date on which an applicant submits a complete application seeking approval of a request for a new site or tower under this Section, the City will review and act upon the application, subject to the tolling provisions below.
- c. The 150-day review period begins to run when the application is filed and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

- d. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

Section 10.02.204 General Standards and Design Requirements.

The site development requirements for WTFs follow the normal standards for any other type of development according to the City's local code and ordinances. However, some additional standards apply to these sites as follows:

- (a) Additional setbacks and separation requirements. The following standards are applicable to all wireless telecommunications facilities:

- a. To protect citizens in their homes, towers shall be placed a tower height distance away from any residential structure.
 - b. Towers shall be placed a tower height distance away from any lot boundary line.
 - c. To minimize the number of towers per square mile, a tower shall be placed a minimum of one (1) mile from any other towers.
 - d. Towers shall not be placed within the City of Liberty's Downtown District.
- (b) Security Fencing. Towers shall be enclosed by security fencing not less than six (6) feet in height and shall also be equipped with an appropriate anticlimbing device.
- (c) Special aesthetic and lighting standards.
- a. New transmission towers located within a one (1) mile radius of any residential structure shall use stealth technology to create a stealth facility.
 - b. All other transmission towers shall either be stealth facilities or maintain a galvanized steel finish or be painted in accordance with any applicable standards of the FAA.
 - c. The design of the related buildings and equipment shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the facility to the natural setting and built environment.
 - d. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
 - e. WTFs shall not be artificially lighted except for motion detectors as security lighting, and a light at the top of the structure as a warning for aircraft, unless otherwise required by the FAA or other applicable authority. If lighting is required, the city may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding properties.
- (d) Landscaping and screening requirements. The following requirements shall govern the landscaping and screening for a transmission tower or any parabolic antenna larger than two meters.
- a. Tower compounds shall be landscaped with a buffer of plant materials that effectively screens the base of the WTF site from view of the public right-of-way. The standard buffer shall consist of a landscaped strip at least four feet wide outside the perimeter of the compound. A screening fence may be used in part to screen a WTF but must be in addition to the required landscaping.
 - b. Certain parabolic dishes attached to the ground shall be screened from public right-of-way by a combination of siting at or behind the imaginary front line of the most major structure on site (largest in gross floor space) and landscaping a four feet wide strip between the dish and right-of-way.
 - c. Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent possible. In some cases, where towers are sited on large, wooded parcels, natural growth around the site perimeter may be a sufficient buffer.
 - d. It is the responsibility of the WTF owner to maintain any required landscaping.

- (e) Parking and access. All proposed transmission towers shall provide a point of access from right-of-way which is in conformance with city driveway standards. No off-street parking is required.

Section 10.02.205 Use of consultant. The City reserves the right to employ the services of a telecommunications consultant and/or expert to review any application or information supplement to an application when the City Manager, in his or her discretion, determines that the information provided by the applicant is beyond the technical capacity of the city staff to review. In certain instances, there may be a need for expert review by a third party of the technical data submitted by the applicant.

The selection of the third-party consultant shall be at the sole discretion of the City, with a provision for the applicant and interested parties to review its qualifications. The applicant shall pay the cost for any consultant fees, through a deposit, estimated by the City, but not to exceed five thousand dollars (\$5,000) per WTF, which is to be paid within ten (10) days of the City's written request. Such a review should address the accuracy and completeness of the technical data, whether the analysis techniques and methodologies are legitimate, the validity of the conclusions and any specific technical issues outlined by the City Council, City Staff, or interested parties.

Based on the results of the third-party consultant's review, the City Manager may determine the application to be incomplete and may require supplemental submissions. The expert review of the technical submission shall address the following:

1. The accuracy and completeness of submissions;
2. The applicability of analysis techniques and methodologies;
3. The validity of conclusions reached;
4. Any specific technical issues designated by the City; and
5. Recommendations of the consultant.

The report and recommendations of the consultant will be considered by the City Council and City Staff.

Section 10.02.206 Bonding. Prior to the issuance of a building permit for a wireless telecommunications facility, the applicant shall:

- (a) Submit to the Permits Department an itemized cost estimate of the work to be done to completely remove the entire telecommunications facility including the concrete pad plus twenty-five percent (25%) of said estimated costs as a reasonable allowance for administrative costs, inflation, and potential damage to existing roads or utilities.
- (b) Submit a bond, irrevocable Letter of Credit, or other appropriate surety acceptable to the City in the amount of the estimate as approved by the City Manager which shall: (1) Secure the cost of removing the facility and restoring the site to its original condition to the extent reasonably possible; (2) Include a mechanism for a Cost of Living Adjustment after ten (10) and fifteen (15) years.
- (c) The applicant will ensure the bond shall remain in effect until the Building Official has inspected the site and verified that the wireless telecommunications facility and equipment has been removed and the site restored. At which time the City Manager shall promptly release the bond.

Section 10.02.207. Removal, maintenance and safety.

- (a) The applicant shall maintain the wireless telecommunications facility in good condition. Such maintenance shall include, but not be limited to, painting, structural integrity of the foundation and tower or base station structure and security barrier (if applicable), and maintenance of the buffer areas and landscaping if present. The project owner shall be

responsible for the cost of maintaining the wireless telecommunications facility and access road if present, unless accepted as a public way, and the cost of repairing any damage occurring as a result of operation and construction.

- (b) Any wireless telecommunications facility that is found to be unsafe by the building official shall be repaired by the owner to meet federal, state, and local safety standards or disassembled and completely removed, including the concrete pad, within sixty (60) days.
- (c) Any wireless telecommunications facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owners of the system shall completely remove the wireless telecommunications facility within sixty (60) days of receipt of notice from the City instructing the owner to remove the facility. If there are two or more users of a single wireless telecommunications facility, then this provision shall not become effective until all users cease operations on the facility.
- (d) The applicant shall notify the City Manager within thirty (30) days of the date the wireless telecommunications facility is no longer used for telecommunications purposes. The tower or base station shall be disassembled and completely removed, including the concrete pad and all equipment, from the site within one hundred eighty (180) days of the date the facility is no longer used for telecommunications purposes.

Section 10.02.208. Federal and State Requirements.

All wireless telecommunications facilities shall meet or exceed all applicable federal and state standards and regulations set forth by the Federal Aviation Administration (FAA), Federal Communications Commission (FCC) and other agencies with the authority to regulate such facilities. If such standards and regulations are changed, then the owners and operators of the wireless telecommunications facilities governed by this division shall bring such telecommunications facilities into compliance as required. Failure to comply with federal and state standards and regulations shall constitute grounds for condemnation and removal of the noncompliant facilities by the City at the owner's or operator's expense.

Section 10.02.209. Revocation of Conditional Use Permits. All Conditional Use Permits for wireless communications facilities are subject to and conditioned upon compliance with all conditions of approval and all applicable federal, state, or local licensing or regulatory requirements, and may be revoked upon failure to so comply.

Section 10.02.210. Violation deemed nuisance. In addition to the penalties and other relief provided in this Code, any violation of this article is hereby declared to be a nuisance and may be abated as provided in Chapter 50, Article IV of this Code.

Section 2: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

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

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

Liberty, this _____ day of _____, 2019.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.2

Meeting: 05/28/19 06:00 PM

Department: Administration
Category: Jubilee

WORK SESSION (ID # 4456)

DOC ID: 4456 A

Department: Administration

Subject: Liberty Jubilee

Background: This work session will include discussion of the opportunities and obstacles of the recent 2019 Liberty Jubilee and discussion of the 2020 Jubilee, to include dates, budget and related information.

Funding Source: Hotel Motel Fund

LIBERTY JUBILEE REVENUES/EXPENSES

May 28, 2019

Revenues:

Category	Fiscal Year					
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Commercial Booths	\$2,800	\$2,420	\$1,640			\$80
Children's Area	\$23,000	\$27,115	\$18,600	\$17,804	\$19,995	\$22,181
Food Booths	\$2,620	\$2,920	\$3,120	\$3,520	\$2,260	\$2,540
Craft Booths	\$6,940	\$6,000	\$4,300	\$6,280	\$2,080	\$4,320
BBQ Cookoff	\$2,625	\$2,550	\$4,250	\$1,935	\$1,895	\$2,210
Sale Items	\$520	\$988	\$1,480	\$1,465	\$1,115	\$1,365
Donations	\$6,425	\$10,125	\$7,250	\$7,300	\$9,150	\$14,500
Photo Contest	\$294	\$249	\$177	\$177	\$432	\$100
Misc.	\$232	\$420	\$345			\$250
Totals	\$45,456	\$52,787	\$41,162	\$38,481	\$36,927	\$47,546

Expenses:

Category	Fiscal Year					
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Equipment Rental	\$2,737	\$6,512	\$1,220	\$2,395	\$3,285	\$3,545
Entertainment	\$22,180	\$25,805	\$19,719	\$30,617	\$15,078	\$39,425
Advertising	\$4,362	\$6,985	\$2,130	\$1,041	\$2,613	\$1,931
Materials & Supplies	\$5,584	\$6,318	\$7,526	\$6,138	\$5,312	\$7,929
Children's Area	\$20,070	\$30,956	\$31,800	\$40,000	\$40,318	\$18,240
Photo Contest	\$137	\$298	\$186	\$50	\$175	\$231
Promo Items	\$5,200	\$5,547	\$4,682	\$4,733	\$4,072	\$4,287
BBQ Contest	\$1,172	\$1,635	\$2,130	\$2,181	\$2,348	\$2,186
Personnel Costs	\$18,863	\$20,350	\$17,840	\$14,016	\$16,964	\$20,910
Parade	\$69					
Travel		\$190	\$185	\$200		
Totals	\$80,374	\$104,596	\$87,418	\$101,371	\$90,165	\$98,685

Revenues/Expenses	-\$34,918	-\$51,809	-\$46,256	-\$62,890	-\$53,238	-\$51,139
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March 2020

March 2020						
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 2020						
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
Mar 1 <i>Canton</i>	2	3	4	5	6	7 <i>Winnie</i>
8	9	10	11	12	13	14 <i>Livingston</i>
15	16	17	18	19	20	21 <i>Faux Real</i>
22	23	24	25	26	27	28 <i>South Texas State Fair (Mar 26 - Apr 5)</i>
29	30	31	Apr 1	2	3	4 <i>LYBA</i> <i>Canton</i>

April 2020

April 2020						
Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4
12	13	14	8	9	10	11
19	20	21	15	16	17	18
26	27	28	22	23	24	25

May 2020						
Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2
10	11	12	13	14	8	9
17	18	19	20	21	15	16
24	25	26	27	28	22	23
31					29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 29	30	31	Apr 1	2	3	4
						LYBA opening Canton
5	6	7	8	9	10 Good Friday	11
				(Huntsville) Walker County Fair (9-18)		Winnie
12 Easter.	13	14	15	16	17	18
					Dayton old time Day	Livingston
19	20	21	22	23	24	25
						Faux Real
26	27	28	29	30	May 1	2
						Canton