# The City of Liberty
## City Council
### Regular Meeting
### ~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Tuesday, June 8, 2010** | **6:00 PM** | **City Council Chambers**

THE City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

## I. CALL TO ORDER

| Attendee Name | Present | Absent | Late | Arrival |
|---|---|---|---|---|
| Mayor Carl Pickett | ¨ | ¨ | ¨ | |
| Councilperson Dennis Beasley | ¨ | ¨ | ¨ | |
| Councilperson Diane Huddleston | ¨ | ¨ | ¨ | |
| Mayor Pro-Tem Mike McCarty | ¨ | ¨ | ¨ | |
| Councilperson Al Simonson | ¨ | ¨ | ¨ | |
| Councilperson Louie Potetz | ¨ | ¨ | ¨ | |
| Councilperson Frank Jordan | ¨ | ¨ | ¨ | |
| | | | | |
| | | | | |
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## II. INVOCATION

## III. PLEDGE OF ALLEGIANCE

## IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

## V. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

### *A. Minutes Approval*

**1.** Thursday, May 06, 2010

**2.** Tuesday, May 11, 2010

**3.** Wednesday, May 26, 2010

### B. Council Action (ID # 1698)

Consider Approval of an Interlocal Agreement with Liberty County Precinct 1 for the Maintenance of Streets, Roads, Ditches, and Recreational Areas.

- Interlocal Agreement Liberty Co. 2010 (PDF)

### C. Council Action (ID # 1699)

Consider Approval of an Increase in the Ad Valorem Tax Collection Contract with Liberty County and the Liberty County Tax Assessor-Collector.

- Ad valorem tax collection increase (PDF)

## VI. REGULAR AGENDA

### *A. Regular Session*

### 1. Council Action (ID # 1691)

Consider a Request for Variance from Road Frontage Requirements for a A Manufactured Home Located at FM 2830/FM 160.

- HERMAN VARIANCE PACKAGE (PDF)

### 2. Ordinance (ID # 1700)

Consider an Ordinance Ordering Adoption of the Charter Amendments Approved by the Voters in the May 8, 2010 Special Election.

- Charter Amendments Adopted by Voters (DOC)

### 3. Council Action (ID # 1702)

Consider Award of Bid for Sale of the Old Liberty Police Department Located at 323 San Jacinto Street.

- Bid for PD Bldg June 2010 (PDF)

### 4. Council Action (ID # 1703)

Consider Granting a Right-Of-Way to Boomerang Tube, LLC.

- Boomerang ROW Agreement (PDF)

### 5. Council Action (ID # 1704)

Discuss and Consider Approval of the Liberty Community Development Corporations's Proposal for Demolition of the Old Mercy Hospital, Located at 521 Travis Street.

### 6. Council Action (ID # 1705)

Consider and Adopt an Agreement for Electrical Service to Boomerang Tube, LLC.

### 7. Ordinance (ID # 1706)

Consider and Adopt an Industrial Electric Rate Ordinance.

### *B. Executive Session*

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087
Consultation With Attorney. Gov. Code §551.071
Meeting fConcerning Municipally Owned Utility. Gov. Code §551.086
Personnel Matters. Gov. Code §551.074

1. Discussion of industrial electric rate ordinance and electric service agreement with

industrial customer.

2. Discussion of the City Manager's 6-month evaluation.

***C. Reconvene into Regular Session***

**1. Ordinance (ID # 1709)**

Consider Adoption of an Industrial Electric Rate Ordinance.

**2. Council Action (ID # 1708)**

Consider an Electric Service Agreement with an Industrial Customer.

**3. Council Action (ID # 1707)**

Consider Action, If Any, on the City Manager's 6-Month Evaluation.

# VII. COUNCIL MEAL

# VIII. ADJOURNMENT

**A. 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 4th day of June, 2010 at 2:00 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 given to The Vindicator, Liberty Gazette, and KSHN Radio.

**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 ____________________, 2010.

# The City of Liberty
## City Council
## Joint Work Session
## ~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Thursday, May 6, 2010** **6:00 PM** **City Hall - Liberty Center**

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

The Meeting was called to order on May 6, 2010 at the City Hall - Liberty Center, 1829 Sam Houston, Liberty,TX at 6:00 PM by Mayor Carl Pickett.

| Attendee Name | Present | Absent | Late | Arrived |
|---|---|---|---|---|
| Carl Pickett | þ | ¨ | ¨ | |
| Dennis Beasley | þ | ¨ | ¨ | |
| Diane Huddleston | ¨ | þ | ¨ | |
| Mike McCarty | þ | ¨ | ¨ | |
| Al Simonson | ¨ | þ | ¨ | |
| Louie Potetz | ¨ | þ | ¨ | |
| Frank Jordan | þ | ¨ | ¨ | |

## II. WORK SESSION

### 1. Work Session (ID # 1658)

Discussion of Bids Received for the Demolition of the Old Mercy Hospital Located at 521 Travis Street.

**COMMENTS - Current Meeting:**

A joint work session was held between the governing bodies of the Liberty City Council, Liberty Independent School District, and Liberty County, regarding the demolition of the old Mercy Hospital located at 521 Travis Street. Mayor Carl Pickett, LISD Supt. Cynthia Lusignolo, and County Judge Phil Fitzgerald were all present, along with various members of their respective governing bodies.

City Manager Gary Broz began the work session by reviewing the bid tabulation for bids opened on April 27th. Mr. Broz reported on the low bid, in the amount of $97,444 and various related issues including the building being structurally unsafe, asbestos removal costs, transportation of demolished materials to an approved landfill or recycling facility, and seeking direction from those in attendance on how to proceed with respect to the demolition of the subject building being held in trust by Liberty County.

Maris Blair, Delinquent Tax Attorney, Linebarger, Goggan, Blair, and Sampson, was in attendance and addressed the officials in regard to issues such as a title held in trust, tax liability, Sheriff sale with no bids, quitclaim and warranty deeds, condemnation authority, marketability or future resale of the property, current value of the property (.637 acres), and other related topics.

Lengthy discussion was held regarding the allocation of cost for the demolition, by the three taxing authorities. Further discussion included Liberty Community Development Corporation's interest in assisting, State fees, getting the property back onto the tax roll, and other related issues. At the conclusion of this discussion, Mr. Broz offered a proposal, subject to the appropriate Boards' approval, that LCDC would fund 50% of the demolition cost, in the amount of $56,700 and the $1689 to purchase the property by paying the State fees, if the other two entities in attendance would split the remaining 50%. School Supt. Lusignolo asked that the remaining 50% be split three ways between the LISD, Liberty County and the City of Liberty.

Each entity is to take the information discussed and the proposal for the demolition of the property to their next meeting for action, if any.

Mr. Broz thanked everyone in attendance for their cooperation and participation.

# III. ADJOURNMENT

**1. Motion To:** Adjourn

**COMMENTS - Current Meeting:**

The work session was adjourned at 6:56 p.m.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

1829 Sam Houston
Liberty, TX 77575
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Dianne Tidwell
City Secretary
(936) 336-3684

# The City of Liberty
## City Council
## Regular Meeting
## ~ Minutes ~

**Tuesday, May 11, 2010** | **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

The Meeting was called to order on May 11, 2010 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:00 PM by Mayor Carl Pickett.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Carl Pickett | Mayor | Present | |
| Dennis Beasley | Councilperson | Present | |
| Diane Huddleston | Councilperson | Present | |
| Mike McCarty | Mayor Pro-Tem | Present | |
| Al Simonson | Councilperson | Present | |
| Louie Potetz | Councilperson | Present | |
| Frank Jordan | Councilperson | Present | |

## II. INVOCATION

Dick Lintelman, North Main Baptist Church, gave the Invocation.

## III. PLEDGE OF ALLEGIANCE

A representative of the San Jacinto High Rollers Motorcycle Group led the pledge to the American and Texas flags.

## IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council regarding non-agenda items. There were no comments from the audience.

Councilperson Huddleston made an announcement regarding the next community "Shred-It Event" to be held on May 22 from 9 a.m. until noon. This event is for the shredding of sensitive documents.

Councilperson Jordan, as Chairman of the most recent Charter Review Commission, thanked all the members for their hard work and stated that all the proposed amendments taken to the voters on May 8, 2010, had passed. Councilperson Jordan stated that he would like to thank all those individuals who voted favorably for the amendments.

City Manager Gary Broz reported on a questionnaire that had been put together for citizen input on the City's progress in various areas. Mr. Broz asked Council to make him aware of any changes or additions they felt necessary to this document.

# V. PRESENTATIONS / REPORTS

### A. Information Item (ID # 1659)

Proclamation - Motorcycle Safety Awareness Month

**COMMENTS - Current Meeting:**

Mayor Pickett read a proclamation declaring May as Motorcycle Safety and Awareness Month. Mr. Tom Foster, San Jacinto High Rollers Motorcycle Club, thanked Council for the proclamation and their concern for motorcycle safety.

### B. Information Item (ID # 1660)

2010 Census Participation Report

**COMMENTS - Current Meeting:**

Councilperson Huddleston reported on the citizen volunteer group that worked to impart upon the community the importance of filling out the census forms. Councilperson Huddleston stated that City Secretary Dianne Tidwell co-chaired the committee with her and named the various members of the 2010 Census Complete Count Committee as follows:

Mary Anne Campbell - Liberty-Dayton Area Chamber of Commerce

Juan Venegas - Casa Don Boni Restaurant

Jay Barnes - Pastor, First United Methodist Church

Carol Skewes - The Vindicator

Cynthia Lusignolo - Liberty ISD Superintendent

Bobby Rader - Hall, Rader Insurance

Bill Buchanan - KSHN Radio, and

Wanda Grant - Liberty ISD

Councilperson Huddleston reported on the census response rate as follows:

| | |
|---|---|
| National - | 72% |
| Texas - | 69% |
| Liberty Co. - | 62% |
| City of Liberty - | 73% |

Councilperson Huddleston stated that the response rate is a tribute to the committee's hard work and the citizen's efforts in completing and returning the form.

# VI. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Mike McCarty, Mayor Pro-Tem |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### *A. Minutes Approval*

**1.** Tuesday, April 13, 2010

**2.** Friday, April 16, 2010

**3.** Thursday, April 22, 2010

**4.** Thursday, April 22, 2010

# VII. REGULAR AGENDA

### *A. Regular Session*

**1. Resolution 2010-9**

Canvass Returns of the City of Liberty General Election Held on May 8, 2010 and Take Action on a Resolution for Same.

**COMMENTS - Current Meeting:**

Mayor Pickett and Council canvassed the returns of the General Election and reported the race results as follows, also stating that the councilperson candidates were unopposed:

| | | |
|---|---|---|
| Mayor - | Carl Pickett - | 357 |
| | Dennis Beasley - | 216 |
| Councilpersons - | Louie Potetz - | 358 |
| | Mike McCarty - | 337 |
| | Frank M. Jordan - | 292 |

A motion was made to approve the Resolution canvassing the returns of the City of Liberty General Election held on May 8, 2010, and declaring the following officials elected:

Mayor - Carl Pickett

Council Members - Louie Potetz

Mike McCarty

Frank M. Jordan

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Diane Huddleston, Councilperson |
| **SECONDER:** | Al Simonson, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

**2. Resolution 2010-10**

Canvass Returns of the City of Liberty Special Election Held on May 8, 2010 and Take Action on a Resolution for Same.

**COMMENTS - Current Meeting:**

Mayor Pickett and Council canvassed the returns of the Special Election, held on May 8, 2010, for voter approval or disapproval of proposed amendments to the City's Home Rule Charter.

A motion was made to approve the Resolution canvassing the returns of the City of Liberty Special Election as follows:

Each of the proposed amendments were approved by the voters:

1. Section 1.03 Change of boundaries and residents' rights.

   2.b. Disannexation of territory.

   For - 438 Against - 76

2. Section 3.06 Powers of the City Council.

   For - 374 Against - 113

3. Section 3.08 Meetings of the City Council.

   For - 401 Against - 97

4. Section 3.11 Audit and examination of City books and accounts.

   For - 405 Against - 58

5. Section 4.04 Municipal Court.

For - 459 Against - 42

6. Section 6.03 Form of recall petition.

For - 431 Against - 56

7. Section 9.12 Contingent appropriation.

For - 297 Against - 189

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### 3. Information Item (ID # 1663)

Oath of Office to be Administered to Newly Elected Officials.

**COMMENTS - Current Meeting:**

The Oath of Office was issued by Municipal Court Judge Bobby Rader to the following newly elected officials:

Mayor Carl Pickett and Councilpersons Louie Potetz, Mike McCarty and Frank M. Jordan.

**ATTACHMENTS:**

- Oath of Office Form (DOC)

### 4. Council Action 2010-40

Elect a Mayor Pro Tem.

**COMMENTS - Current Meeting:**

Mayor Pickett offered Mike McCarty for nomination as Mayor Pro Tem. Motion was made to re-elect Councilperson McCarty as Mayor Pro Tem.

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| **RESULT:** | **APPROVED [6 TO 1]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz |
| **NAYS:** | Frank Jordan |

### 5. Council Action 2010-41

Consider Approval of Compensation to be Paid to the Election Officials for the May 8, 2010 General and Special Elections.

**COMMENTS - Current Meeting:**

Motion was made to authorize payment to the election officials for the May 8, 2010 General and Special Elections in the amount of $1485.00, as presented.

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Mike McCarty, Mayor Pro-Tem |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 6. Council Action 2010-42

Consider Airport Advisory Board Proposals for Improvements to the Liberty Municipal Airport.

**COMMENTS - Current Meeting:**

City Manager Gary Broz reported that he had been working with the Airport Advisory Board to set up a plan for future airport operations. The proposed plan for the east side of the airport includes the following:

1. 20X30 terminal building to include an office and restrooms - approximately $74,000,
2. move the fuel farm to the east side,
3. 200X50 area for terminal parking, providing twenty parking spaces, paving cost approximately $20,000,
4. 10-bay T-hangars with apron on both sides - approx. $800,000

Mr. Broz stated that this plan is set up for future growth and that the City is in receipt of $214,575 in FEMA funds and $137,000 in insurance proceeds towards this project. Further discussion included other revenue streams, fuel sales, hangar rentals for $200-$250 per month, commercial facilities, courtesy car, full-time FBO, and other related information.

Motion was made to authorize the City Manager to proceed in obtaining related costs and request funding from the LCDC for airport improvements.

**ATTACHMENTS:**

- Airport Operator East Side (PDF)

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 7. Council Action 2010-43

Consider Appointments to the Planning and Zoning Commission.

**COMMENTS - Current Meeting:**

Motion was made to reappoint those members whose terms have expired on the Planning and Zoning Commission. Those members are Larry Wagnon, and alternates Paul Damek and Mark Campbell.

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|---|---|
| **RESULT:** | **APPROVED [6 TO 0]** |
| **MOVER:** | Mike McCarty, Mayor Pro-Tem |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz |
| **ABSTAIN:** | Frank Jordan |

### 8. Council Action 2010-44

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

**COMMENTS - Current Meeting:**

Motion was made to reappoint those members whose terms expired on the LCDC Board of Directors:

Dennis Beasley, Louie Potetz, Mike Van Etta, and Billy Page.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Diane Huddleston, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### 9. Council Action (ID # 1668)

Consider Setting the Date, Time and Location for a City Council and Staff Work Session to Set Goals, Objectives and Action Plans.

**COMMENTS - Current Meeting:**

After brief discussion, concensus among management and Council was to hold a work session to establish goals and objectives for the City of Liberty, on Wednesday, May 26th at 6:00 p.m.

| | |
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| **RESULT:** | **NO ACTION TAKEN** |

### 10. Council Action 2010-45

Consider Acceptance of Mr. Charles McGuire's Resignation from the Sam Rayburn Dam Electric Cooperative Board of Directors.

**COMMENTS - Current Meeting:**

Mayor Pickett commented that the Sam Rayburn Dam Electric Cooperative is a coop made up of various coops, one of which is SRMPA.

Mayor Pickett further stated that SRDEC takes electric power entitlement from the Sam Rayburn Dam and allocates it out amongst the entities. This organization meets every two years.

Motion was made to accept Mr. Charles McGuire's resignation from the Sam Rayburn Dam & Electric Cooperative.

**ATTACHMENTS:**

- McGuire Resig SRDEC (PDF)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Dennis Beasley, Councilperson |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 11. Council Action 2010-46

Consider the Appointment of a City of Liberty Representative to the Sam Rayburn Dam Electric Cooperative Board of Directors.

**COMMENTS - Current Meeting:**

Motion was made to appoint Mayor Carl Pickett to the Sam Rayburn Dam Electric Cooperative.

| | |
|---|---|
| **RESULT:** | **APPROVED [6 TO 0]** |
| **MOVER:** | Louie Potetz, Councilperson |
| **SECONDER:** | Mike McCarty, Mayor Pro-Tem |
| **AYES:** | Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |
| **ABSTAIN:** | Carl Pickett |

## 12. Council Action 2010-47

Consider Approval of Proposed Changes to the Employee Health Insurance Plan.

**COMMENTS - Current Meeting:**

Lengthy discussion was held regarding proposed changes to the employee health insurance plan.

Proposed changes were as follows:

1. annual deductible will increase from $400 to $500,

2. in network, out of pocket, will increase from $2000 to $2500,

3. out of network annual deductible is $1000 & unlimited out of pocket

4. physician co-pay increases from $20 to $30,

5. employee contribution increased by 4% of the premium cost,

5. Rx co-pay will be $0 for monthly generic maintenance drugs at CVS,

6. Other drugs are $10 generic, $35 brand name and $70 brand name for 90-day supply, and $100 for specialty drugs.

There are no changes in wellness benefits, vision, dental or life insurance.

Motion was made to accept the proposed changes to the employee health insurance plan as stated.

**ATTACHMENTS:**

- Proposed Health Plan Changes 2010 (PDF)

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Diane Huddleston, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 13. Ordinance 2010-14

Consider Adoption of an Ordinance Creating Reinvestment Zone Number 2.

**COMMENTS - Current Meeting:**

Mayor Pickett read the caption of the Ordinance into the record as follows:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, DESIGNATING A CERTAIN AREA AS A COMMERCIAL/INDUSTRIAL TAX ABATEMENT ZONE IN THE CITY OF LIBERTY, TEXAS; TO BE KNOWN AS REINVESTMENT ZONE NO. 2; ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH SECTION 3.10 OF THE HOME RULE CHARTER THAT ORDINANCES BE READ ON TWO SEPARATE DAYS."

City Attorney Randy Gunter stated that this ordinance relates to the Holiday Inn Tax Abatement and a precursor to this tax abatement agreement is the establishment of the reinvestment zone. Mr. Gunter further stated that this same ordinance was reviewed at a previous meeting, is a housekeeping issue, and recommends approval upon the second reading.

Motion was made to approve the ordinance as recommended by the City Attorney.

**ATTACHMENTS:**

- Reinvestment Zone 2 attachments (PDF)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 14. Resolution 2010-8

Consider Approval of a Tax Abatement Agreement with Liberty Laxmi, Regarding Holiday Inn Express and Approve a Resolution Authorizing the Mayor to Execute Agreement.

**COMMENTS - Current Meeting:**

May Pickett read the caption of the Resolution into the record as follows:

"A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, INDICATING ITS INTENT TO ENTER INTO A TAX ABATEMENT AGREEMENT WITH LIBERTY LAXMI, LLC.

City Attorney Randy Gunter stated that this tax abatement agreement requires minimum jobs and minimum capital investment in the property, and in return grants a three-year tax abatement as follows:

1st year - 100%

2nd year - 66%

3rd year - 33%,

and 0% thereafter.

This agreement requires the Holiday Inn to be operational and have individuals employed by December 31, 2010. The tax abatement begins January 1, 2011.

Motion was made to approve the Resolution.

**ATTACHMENTS:**

- Holiday Inn Tax Abatement Agmnt (PDF)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Dennis Beasley, Councilperson |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### 15. Council Action 2010-48

Consider Extension of the Substation Lease from the Sam Rayburn Municipal Power Agency.

**COMMENTS - Current Meeting:**

City Attorney Randy Gunter explained that this agenda item is a housekeeping issue, as in 2001 there were transactions made whereby SRMPA had funds that needed to be spent. SRMPA secured the substations in their member cities and leased them back to the various entities for a nominal fee. This agreement was entered into in 2001, but there is internal ambiguity whether the lease expired in 2005 or expires in 2011. SRMPA has asked that there be a renewal to be effective in 2005. Therefore the City retroactively agrees to extend the lease so that all members cities leases expire at the same time. Mr. Gunter further stated that there will be some amendments to the lease, in the near future, giving the City more control over the property.

Motion was made to approve the extension of the substation lease from the Sam Rayburn Municipal Power Agency.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

**16. Council Action 2010-49**

Consider a Substation Lease Amendment from the Sam Rayburn Municipal Power Agency.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

***B. Executive Session***

Personnel Matters. Gov. Code §551.074
Consultation With Attorney. Gov. Code §551.071

1. Discussion of the City Manager's 6-month evaluation.

The Executive Session was not held.

***C. Reconvene into Regular Session***

**1. Council Action (ID # 1672)**

Consider Any Action, as Discussed in the Executive Session, Regarding the City Manager's 6-Month Evaluation.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

## VIII. COUNCIL MEAL

Council shared an evening meal.

## IX. ADJOURNMENT

**A. Motion To:** Adjourn

**COMMENTS - Current Meeting:**

There being no further business before the Council, the meeting was adjourned at 7:34 p.m.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Louie Potetz, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

______________________________
Carl Pickett, Mayor

ATTEST:

______________________________
Dianne Tidwell, City Secretary

# The City of Liberty

## City Council

## Special Called Meeting

## ~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Wednesday, May 26, 2010** **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

The Meeting was called to order on May 26, 2010 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:05 PM by Mayor Carl Pickett.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Carl Pickett | Mayor | Present | |
| Dennis Beasley | Councilperson | Present | |
| Diane Huddleston | Councilperson | Present | |
| Mike McCarty | Mayor Pro-Tem | Present | |
| Al Simonson | Councilperson | Absent | |
| Louie Potetz | Councilperson | Present | |
| Frank Jordan | Councilperson | Present | |

## II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council regarding non-agenda items. There were no comments from the audience.

Mayor Pickett reminded Council that the city manager evaluation forms are due by June 1st, as this item will be placed on the June 8th council agenda.

City Manager Gary Broz reported that there was a major power outage yesterday due to losing a breaker at the Beaumont Substation. Mr. Broz reported that the Electric Department did an excellent job in getting the power back up and running.

Mr. Broz further reported there had been a major water leak on McGuire Road/Industrial Road and that the Water Department would be removing and replacing several 12" valves with a 12X10" "T" and replacing twenty feet of 12" line.

Brief discussion was held regarding the Nixle public information service in which various notices can be sent via cell phone and/or email, to the whole city or a targeted area.

## III. PRESENTATIONS / REPORTS

### A. Information Item (ID # 1679)

Recycling Report - Councilperson Huddleston

**COMMENTS - Current Meeting:**

Councilperson Huddleston reported on the "Shred It" Event, for the shredding of sensitive documents, held on Saturday, May 22nd. Councilperson Huddleston further reported that there had been a huge response and thanked those that volunteered to help with this project.

### B. Information Item (ID # 1680)

Financial Report - April 2010 - N. Herrington, Finance Director

**COMMENTS - Current Meeting:**

Finance Director Naomi Herrington reported on the financial report for April, 2010, beginning with the status of the general fund, water, electric, and garbage funds, to include cash on hand in each account. Ms. Herrington also reported that sales tax revenues for May, 2010 are in the amount of $147,000; $98,000 and $49,000 respectively, for the City and LCDC. These figures are down from the previous figures in May, 2009.

City Manager Gary Broz also reminded Council that the budget is being closely watched, the hiring freeze is still in effect, and only those capital items which are absolutely necessary are being replaced.

# IV. REGULAR AGENDA

## *A. Regular Session*

### 1. Council Action 2010-50

Consider and Adopt an Agreement for Electrical Service to Boomerang Tube, LLC.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

### 2. Ordinance (ID # 1682)

Consider and Adopt Industrial Rate Ordinance.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

## *B. Executive Session*

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087
Consultation With Attorney. Gov. Code §551.071
Meeting Concerning Municipally Owned Utility. Gov. Code §551.086

1. Discussion of electric rate ordinance and electric service agreement with industrial

customer.

An Executive Session was not held.

### *C. Reconvene into Regular Session*

#### 1. Council Action 2010-51

Consider Industrial Electrical Rate Ordinance and Electric Service Agreement with Industrial Customer.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

## V. WORK SESSION

#### 1. Work Session (ID # 1684)

Discuss City Goals, Objectives, and Plan of Finance for the City of Liberty.

**COMMENTS - Current Meeting:**

Council held a lengthy discussion regarding the formulation of goals, objectives and action plans for the City of Liberty. Department heads were present and worked with Council and the City Manager in identifying areas that need to be addressed. Discussed was infrastructure, public safety, community enhancement, community relations, and personnel investment.

## VI. COUNCIL MEAL

Council shared an evening meal.

## VII. ADJOURNMENT

**Motion To:** Adjourn

**COMMENTS - Current Meeting:**

There being no further business before the Council, the meeting was adjourned at 8:58 p.m.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Louie Potetz, Councilperson |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Potetz, Jordan |
| **ABSENT:** | Al Simonson |

Carl Pickett, Mayor

ATTEST:

__________________________________

Dianne Tidwell, City Secretary

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Agreements

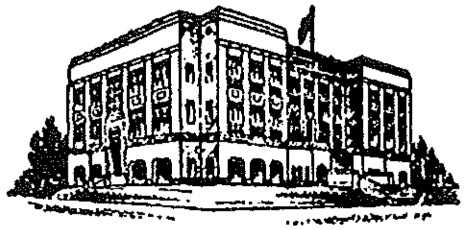
## COUNCIL ACTION (ID # 1698)

DOC ID: 1698

Consider Approval of an Interlocal Agreement with Liberty County Precinct 1 for the Maintenance of Streets, Roads, Ditches, and Recreational Areas.

.

TODD M. FONTENOT
COMMISSIONER PCT. 1



1923 SAM HOUSTON
LIBERTY, TEXAS 77575

# *THE COUNTY OF LIBERTY*

***Est. 1836***

May 20, 2010

RE: Interlocal Agreements

Dear Director,

Enclosed, please find a new and current Interlocal Agreement that must be Signed, dated and returned to this office as soon as possible.

This agreement needs to be placed on Commissioner's court for approval. Should you have any questions, please call 936-587-4922.

Thank you,

Todd M Fontenot

Todd M. Fontenot
Commissioner Pct 1.

Return address

Liberty Co. Pct 1
1923 Sam Houston
Liberty, Texas 77575



936/587-4922

FAX: 936/587-5027

INTER-LOCAL AGREEMENT
COUNTY OF LIBERTY and CITY OF LIBERTY

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This agreement is between Liberty County, Precinct 1, hereinafter called "County," and the City of Liberty, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state; and

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the City has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the City to promptly supply; and,

WHEREAS, the County has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the County to promptly supply; and,

WHEREAS, the County has manpower and equipment to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the City has manpower and equipment to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of equipment;

NOW, THEREFORE, the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows if their work schedules permit:

1. The County agrees to provide manpower and equipment to the City for the maintenance of streets, roads, ditches and recreational areas.

2. The City agrees to provide equipment to the County for the maintenance of streets, roads, ditches and recreational areas.

3. The City agrees to fairly compensate the County, either by comparable time, manpower,

equipment or by monetary or other consideration of equal value from the city's current revenue.

4. The County agrees to fairly compensate the City, either by comparable time, manpower, equipment or by monetary or other consideration of equal value from the county's current revenue.

5. The Commissioner of Precinct 1 and the Liberty City Manager shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.

6. The County and City understand that agreements for mutual sharing may be limited by budgetary restrictions or the authority provided by their respective governing bodies. Notwithstanding any provisions herein, this inter-local agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds or insufficient funds are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.

7. To the fullest extent permissible under Texas law, City of Liberty shall indemnify, defend, and hold harmless Liberty County, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of City of Liberty, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

8. To the fullest extent permissible under Texas law, Liberty County shall indemnify, defend, and hold harmless the City of Liberty, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of Liberty County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

9. Neither party shall be deemed an employee or agent of the other party. This interlocal

agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City's streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County's streets, roads, ditches and recreational areas.

10. The City agrees to exercise due diligence in the routine maintenance of County equipment under its control and shall accept responsibility for a maximum of $100.00 in expenses per use for minor repairs that may be necessary as a result of the City's use of County equipment.

11. The County agrees to exercise due diligence in the routine maintenance of City equipment under its control and shall accept responsibility for a maximum of $100.00 in expenses per use for minor repairs that may be necessary as a result of the County's use of City equipment.

**12. The City understands that before beginning a project under an interlocal contract, the Commissioners Court of Liberty County must give specific written approval for the project as required by TEX. GOV. CODE, §791.014 which provides:**

**791.014 APPROVAL REQUIREMENT FOR COUNTIES.**

**1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.**

**(b) The approval must:**
**(1) be given in a document other than the interlocal contract;**
**(2) describe the type of project to be undertaken; and**
**(3) identify the project's location.**

***see* Tex. Gov. Code, §791.014, *et. seq.***

This agreement shall commence on the ____ day of ________________, 2010 and ends on the _____ day of _____________________, 2011. Either the County or the City may cancel this agreement at any time.

Executed on this the _____ day of ______________, 2010, by Phil Fitzgerald, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of ____________, 2010, by Todd Fontentot, Commissioner Precinct 1, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of ____________, 2010, by the City Manager, on behalf of the City of Liberty, Texas, after approval by City Council.

COUNTY OF LIBERTY

CITY OF LIBERTY

Phil Fitzgerald, Liberty County Judge

Manager, City of Liberty

Todd Fotentont, Commissioner Precinct 1

ATTEST:

Delia Sellers, Liberty County Clerk

Secretary, City of Liberty

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Contracts

## COUNCIL ACTION (ID # 1699)

DOC ID: 1699

Consider Approval of an Increase in the Ad Valorem Tax Collection Contract with Liberty County and the Liberty County Tax Assessor-Collector.

.

# OFFICE OF THE TAX ASSESSOR-COLLECTOR

MARK B. McCLELLAND, RTA
P.O. BOX 1810 – LIBERTY, TEXAS 77575-9988
936/336-4629 936/336-4633 Fax: 936/336-2866 Cleveland 281/593-8415

COUNTY OF LIBERTY · LIBERTY, TEX.

May 19, 2010

Mr. Gary Broz
City Manager
City of Liberty

I must pass along an increase in the ad valorem tax collection contract you have with Liberty County and the Liberty County Tax Assessor-Collector.

Starting with the new County fiscal year beginning on October 1, 2010, the fee for tax assessment and collection services between the City of Liberty and the Liberty County Tax Office will increase to $.32 (thirty-two cents) per parcel, up from the current $.15 (fifteen cents) per parcel under the current contract. These costs do not exceed the actual cost of assessment and collection of the School's taxes by the County.

Since the beginning of the collection contract in 1991, the fee charged the City of Liberty has remained a constant $.15 per parcel. During this same period, personnel costs, operating expenses, reporting requirements, auditing, postage, and the load dealing with taxpayers regarding tax rate fluctuations and taxes due have all increased. I have not adjusted the per-parcel rate to recover these additional costs, and must do so at this time.

Please present this to the Liberty City Council for its information and approval.

As always, myself and the staff of the Liberty County Tax Office will continue to offer the absolute best service to the City of Liberty and the taxpayers of Liberty County. I appreciate the working relationships we have, and look forward to continuing working with the professionals of the City.

Please feel free to contact me if you have any questions regarding this issue.

Highest regards,

Mark B. McClelland, RTA
Tax Assessor-Collector

Comparison: Tax year 2009 billing: 10,494 parcels @ .15 = $1574.10; 2010 billing (same parcel count): @ .32 = $3358.08

Attachment: Ad valorem tax collection increase (1699 : Ad Valorem Tax Collection Contract)

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Variance Requests

## COUNCIL ACTION (ID # 1691)

DOC ID: 1691

Consider a Request for Variance from Road Frontage Requirements for a A Manufactured Home Located at FM 2830/FM 160.

EXPLANATION:
Property Owner, Curtis Herman, recently applied for a manufactured home permit for property legally described as P. P. Dever Abstract, Tract 415, located at FM 2830 and FM160. The permit was denied because the property does not have the proper road frontage required by the City's Manufactured Home Ordinance. Mr. Hermann was informed of his right to ask for a variance according to the Code of Ordinances. Enclosed is a copy of his request, the application, property description and an aerial photo of the above mentioned property. The variance was presented to the Planning and Zoning Commission on Tuesday, June 1, 2010 where the variance was denied.

.

The City of Liberty

# Memo

**To:** The Planning and Zoning Commission

**From:** Candice Motschman, Secretary

**Date:** 05/27/2010

**Re:** Variance request to place a manufactured home on Tract 415 of the P.P. Dever Abstract

---

Property Owner, Curtis Herman, recently applied for a manufactured home permit for property legally described as P.P. Dever Abstract, Tract 415, located at FM2830 and FM160. The permit was denied because the property does not have the proper road frontage required by the City's Manufactured Home Ordinance. Mr. Herman was informed of his right to ask for a variance according to the Code of Ordinances. I have enclosed a copy of his request, the application, property description and an aerial photo of the above mentioned property for your review.

Please let me know if you have any questions regarding this variance request.

5- -2010

We request the City of Liberty give us permisión to have utilities to a mobile home on the site of land tract # 415 at 2231 FM 160 N in the rural area of Liberty County. on a private road. with utilites poles, already up, by the mobile home. road leads to a public building which sets at the dead end. If at all posible we make request for utilities.

Sincerely
Curtis Herman
Christine Herman

Rec
5/18/10
OB

# The City of Liberty

## Requirements for installation of a Manufactured Home

ANY PERSON WHO VIOLATES ANY PROVISIONS OF THE MANUFACTURED HOME ORDINANCE SHALL UPON CONVICTION BE PUNISHED BY A FINE OF NOT LESS THAN TEN AND NO/100 ($10.00) DOLLARS NOR MORE THAN TWO HUNDRED ($200.00) DOLLARS. EACH DAY THAT A VIOLATION CONTINUES OF ANY SUCH PROVISION SHALL CONSTITUTE A SEPARATE OFFENSE.

1. Manufactured Home information sheet and site plan must be provided and approved and a permit must be issued <u>before</u> the manufactured home is installed.

2. Proof of ownership or rental agreement of the property must be provided. (ex: Current Appraisal District or Tax Roll Information.)

3. Any new or replacement manufactured home located in the **<u>non-restricted</u>** area of the City of Liberty must be no more than **<u>ten (10)</u>** model years of age older than the **<u>current model year</u>**, and must satisfy the HUD code requirements.

4. Manufactured homes inside the **<u>restricted</u>** area of the City of Liberty are subject to a one time change out. However, the replacement home must be a multi-section HUD code manufactured home transported in two or more sections and a minimum of twenty-four feet in width, when measured at a right angle to the length and is designed to be used as a dwelling when connected to the required utilities. The home must be placed on a permanent concrete foundation and be no more than **<u>three (3)</u>** model years of age older than the **<u>current model year</u>**.

5. The following permits must be obtained:

    - Manufactured Home Permit
    - Electrical Permit
    - Plumbing Permit
    - A/C Permit

Note: Electrical and Plumbing work may only be performed by the homeowner when the property is listed in the tax rolls as their homestead. A/C and Manufactured Home Installation must be performed by <u>STATE LICENSED PERSONNEL</u>.

6. Only one residence per legally described lot.

7. **Property must have hard surface, off street parking for minimum of two (2) vehicles. (ex: gravel, rock, concrete and /or asphalt.)**

8. Manufactured Home **<u>must be skirted</u>** with a solid material **<u>before</u>** any utilities will be connected. Materials such as wood, plastic, vinyl, masonry or metal can be used as skirting.

**I have received the above requirements and agree to abide by all provisions of the Manufactured Home Ordinance as set forth by the City Council of the City of Liberty, Texas.**

____________________ ____________________

**Date** **Signature**

# The City of Liberty
## Manufactured Home Information Sheet and Application

Home 936 587 4
Cell
409 267-1629

**THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL**

DATE: ____________ PHONE: ____________

**HOMEOWNER INFORMATION:**

NAME OF HOMEOWNER: Lee Coy Glenn

MAILING ADDRESS: P.O. Box 9071 Liberty Texas 77582

**PROPERTY OWNER INFORMATION (If different from homeowner):**

NAME OF LAND OWNER: Curtis Herman

STREET ADDRESS OF PROPOSED SITE:
2231 Fm 160 N

LEGAL DESCRIPTION OF PROPERTY: PP Dever

SUBDIVISION/PARK: ____________ LOT: ____________ BLOCK: ____________

**MANUFACTURED HOME INFORMATION:**

MANUFACTURER: ClAyTon MODEL: +2

LABEL/SEAL#: Hwc 410115 SERIAL#: C/W030636TX

YEAR MODEL: 2010 COST:$ 30,000 SIZE: 16 X 64 NEW: X USED: ____

**RETAILER AND INSTALLER INFORMATION:**

RETAILER: CMH Homes Inc PHONE: 936-336-7030

COMPLETE ADDRESS: 1103 Hwy 90 Liberty Tx 77575

INSTALLER: CMH Homes Inc PHONE: 936-336-7030

COMPLETE ADDRESS: 1103 Hwy 90 Liberty Tx 77575 STATE LICENSE#: HB 1011, RBI 35917

**SETBACK REQUIREMENTS:**

DISTANCE FROM PROPERTY LINES: FRONT________BACK________SIDE________SIDE________

(Note: Minimum lot size is 50'x100': Minimum setback requirements from property lines are as follows:

**Inside lot:** Front-20ft/Each Side-7 ½ft/Back-10ft

**Corner lot:** Front-20ft/Street Side-10ft/Interior Side-7 ½ft/Back-10ft

Check setback requirements in deed restrictions also.

I, ____________________, do solemnly swear that I have read the above and foregoing application for a MANUFACTURED HOME PERMIT, and that the facts stated therein are true.

____________________
Applicants' Signature

____________________
Date

____________________
Approved By

____________________
Date

**ALL MANUFACTURED HOME PERMITS AND INCOMPLETE APPLICATIONS ARE VOIDED IF NOT COMPLETE WITHIN 60 DAYS**

LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

PROPERTY APPRAISAL INFORMATION 2010

PROPERTY **92320** R

**Legal Description**
000022 P P DEVER, TRACT 415 (EAST), ACRES .23

**OWNER ID**
11433

**OWNERSHIP**
100.00%

HERMAN CURTIS & CHRISTINE
PO BOX 175
RAYWOOD, TX 77582-0175-75 US

| Entities | |
|---|---|
| CAD | 100% |
| CLI | 100% |
| ESD2 | 100% |
| GLI | 100% |
| HD1 | 100% |
| PR1 | 100% |
| SHD | 100% |

| Values | | |
|---|---|---|
| IMPROVEMENTS | | |
| LAND MARKET | + | 1,270 |
| MARKET VALUE | = | 1,270 |
| PRODUCTIVITY LOSS | - | 0 |
| APPRAISED VALUE | = | 1,270 |
| HS CAP LOSS | - | 0 |
| ASSESSED VALUE | = | 1,270 |

**000022-000614-000**

Ref ID2: R92320
Map ID 54 A

**ACRES: .2300**

**SITUS** 2231 FM-160, NORTH OF TX

**APPR VAL METHOD:** Cost

**GENERAL**

| | | | |
|---|---|---|---|
| UTILITIES | CW,S,E | LAST APPR. | SHERRI |
| TOPOGRAPHY | L | LAST APPR. YR | 2009 |
| ROAD ACCESS | PAVED | LAST INSP. DATE | 11/05/2004 |
| ZONING | | NEXT INSP. DATE | |
| NEXT REASON | | | |

**EXEMPTIONS**

**SKETCH COMMANDS**

REMARKS

**BUILDING PERMITS**

| ISSUE DT | PERMIT TYPE | PERMIT AREA | ST | PERMIT VAL |
|---|---|---|---|---|

| SALE DT | PRICE | GRANTOR | DEED INFO |
|---|---|---|---|
| 05/08/2003 | ***** | SHARP JOE R & JO | WD / 2003 / 00683 |
| | ***** | | OT / 1029 / 474 |

SUBD: 000022 NBHD:

**IMPROVEMENT INFORMATION**

| # | TYPE | DESCRIPTION | MTHD | CLASS/SUBCL | AREA | UNIT PRICE | UNITS | BUILT | EFF YR | COND. | VALUE | DEPR | PHYS | ECON | FUNC | COMP | ADJ | ADJ VALUE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

**IMPROVEMENT FEATURES**

SUBD: 000022 NBHD:

**LAND INFORMATION** IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

| L# | DESCRIPTION | CLS | TABLE | SC | HS | METH | DIMENSIONS | UNIT PRICE | GROSS VALUE | ADJ | MASS ADJ | VAL SRC | MKT VAL | AG APPLY | AG CLASS | AG TABLE | AG UNIT PRC | AG VALUE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | FRONT ACREAGE | | SHDFM - SOUTH | | N | A | 0.2300 AC | 5,500.00 | 1,270 | 1.00 | 1.00 | A | 1,270 | NO | | | 0.00 | 0 |
| | | | | | | | | | | | | | 1,270 | | | | | 0 |



Effective Date of Appraisal: January 1 Date Printed: 05/14/2010 09:28:13AM by COUNTER

True Automation, Inc.


Copyright ©2007 Pictometry International C
FM160
FM2830
Hwy 90
REDS BAR
415
215
N

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Charter Amendments

**ORDINANCE (ID # 1700)**

DOC ID: 1700

Consider an Ordinance Ordering Adoption of the Charter Amendments Approved by the Voters in the May 8, 2010 Special Election.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ORDERING THE ADOPTION OF THE CHARTER AMENDMENTS APPROVED BY THE VOTERS OF THE CITY OF LIBERTY, TEXAS IN A SPECIAL ELECTION HELD ON MAY 8, 2010; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, a special election was duly held within the jurisdiction of the City of Liberty, Texas on May 8, 2010, whereby the voters of the City of Liberty approved amendments to the City's Home Rule Charter; and

WHEREAS, pursuant to V.T.C.A. Local Government Code §9.005, such charter amendments will not take effect until the City Council orders that they be adopted.

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

SECTION 1.

That the amendments to the City of Liberty Home Rule Charter which were approved by the voters in a Special Election held on May 8, 2010, are hereby adopted and ordered into effect. Those amendments are as follows:

| | | |
|---|---|---|
| Proposition #1 | Section 1.03(b) | Change of boundaries and residents' rights - Disannexation of Territory |
| Proposition #2 | Section 3.06(i) | Powers of the City Council |
| Proposition #3 | Section 3.08 | Meetings of the City Council |
| Proposition #4 | Section 3.13 | Audit & Examination of City Books and Records |
| Proposition #5 | Section 4.04(b) | Municipal Court |
| Proposition #6 | Section 6.03 | Form of Recall Petition |
| Proposition #7 | Section 9.12 | Contingent Appropriation |

SECTION 2.

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty that all ordinances be read on two separate days is hereby dispensed with and all members present vote affirmatively for the adoption of this ordinance; and that 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, TEXAS, THIS THE 8$^{TH}$ DAY OF JUNE, 2010.

________________________________
Carl Pickett, Mayor

ATTEST:

________________________________
Dianne Tidwell, City Secretary

**CITY OF LIBERTY**
**SPECIAL ELECTION**
**MAY 8, 2010**

**Home Rule Charter Amendments Adopted by the Voters**
**Changing Sections 1.03(b), 3.06(i), 3.08, and 3.13, 4.04(b), 6.03, and 9.12**
**to read as follows:**
**(Changes in each section are in bold type)**

**Proposition #1**
"Sec. 1.03 Change of boundaries and residents' rights.
(b) Disannexation of territory.

Territory in the city may be detached from the corporate limits pursuant only to state law and city charter. However, any detached territory shall remain liable for its ~~prorate~~ **prorated** share of indebtedness incurred while such territory was a part of the city, and the city shall continue to levy and collect taxes within the territory until such indebtedness is discharged.

**Proposition #2**
"Section 3.06. Powers of the city council.
(i) Adopt, modify and carry out plans proposed by the city planning and zoning commission ~~for the clearance of slum districts and rehabilitation of blighted areas~~ **related to properties and improvements in non-compliance with city ordinances within the city jurisdiction.**

**Proposition #3**
**"Section 3.08** ~~Meetings of the city council.~~ **Meetings and agenda items of the city council.**

Added to the end of Section 3.08:
**"The city council will from time to time at discretion of the city council establish policies approved by majority vote for calling meetings and setting agendas of the city council."**

**Proposition #4**
**"Section 3.13.** ~~Audit and examination of city books and accounts.~~ **Audit and examination with reporting of city books and accounts.**

"The city council shall cause a continuous audit to be made of the books and accounts of each and every department of the city. At the close of each fiscal year a complete audit shall be made by a certified public accountant, who shall be selected by the city council, ~~and each audit shall include recapitulation of all audits made during the course~~

~~of each fiscal year,~~ and all audit reports shall be filed with the city council, shall be available for public inspection, and shall be made a part of the archives of the city **within a reasonable time.** Such accounts so selected shall not maintain or keep any of the city's accounts or records."

**The City Manager shall be responsible for providing accurate accounting reports compiled by acceptable accounting principles each month of the fiscal year for review by the city council and all such financial reports shall be filed timely with the city council, shall be available for public inspection, and shall be made a parat of the archives of the city.**

**Proposition #5**
Section 4.04 Municipal Court.
(b) The judge of said court shall be a qualified voter of the City of Liberty, shall ~~he~~ **be** appointed by the city council, shall hold his office at the pleasure of the city council, and shall receive such salary as may be fixed by the city council.

**Proposition #6**
Section 6.03. Form of recall petition.
Update of Notary designation in "Sworn and subscribed" portion of this section:

…Notary Public in and for ~~Liberty County,~~ **the State of** Texas.

**Proposition #7**
Section 9.12 Contingent appropriation.
Provision shall be made in the annual budget and in the appropriation ordinance for the contingent appropriation in an amount not more than ~~three (3)~~ **ten (10)** per centum of the total budget, too be used in case of unforeseen items of expenditure.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Surplus Property

## COUNCIL ACTION (ID # 1702)

DOC ID: 1702

Consider Award of Bid for Sale of the Old Liberty Police Department Located at 323 San Jacinto Street.

.

**QUOTATION**

Police Station
2114 Sam Houston @ San Jacinto
Liberty, Texas 77575

Grand Total $ 51,000.00

**CERTIFICATION OF BID**

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

Signed by: Frank Biehunko | Title: Owner

Typed Name: Frank Biehunko | Company Name: Southeast Texas Air Conditioning + Heating

Phone No. 936-336-2675 | Fax Number: 936-336-9650

Email: FBiehunko@yahoo.com | Federal Tax ID No.: 467450060

Address: 130 West St. Liberty, Texas 77575

Date: 6-1-10

**THE CITY OF LIBERTY RESERVES ITS RIGHT TO REJECT ANY AND ALL BIDS.**

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM
Department: Administration
Category: Easements

## COUNCIL ACTION (ID # 1703)

DOC ID: 1703

Consider Granting a Right-Of-Way to Boomerang Tube, LLC.

.

# RIGHT-OF-WAY DEED AND EASEMENT AGREEMENT

STATE OF TEXAS §

NOW ALL MEN BY THESE PRESENTS

COUNTY OF LIBERTY §

This RIGHT-OF-WAY DEED AND EASEMENT AGREEMENT (this "Easement") is made and entered into this ______ day of ______________, 2010, by and between THE CITY OF LIBERTY, TEXAS, a Texas municipal corporation, as Grantor, and BOOMERANG TUBE, L.L.C., as Grantee.

WITNESSETH:

WHEREAS, Grantee is the owner of approximately 119.32 acres of real property and all improvements thereon, located in Liberty County, Texas, said real property being described in Exhibit C attached hereto and made a part hereof (the "Grantee Property"); and

WHEREAS, Grantor is the owner of certain real property to the north of the Grantee Property, being a residue of a called 22.48 acres (first tract) as described in the instrument recorded at Volume 612, Page 304, Deed Records of Liberty County, Texas (the "Grantor Property"); and

WHEREAS, the Easement Property extends from the Grantee Property to the Road and is further described in Exhibits A and B.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor grants, bargains, sells and conveys unto Grantee, an easement and right of way on, over, under and through the Easement Property for pedestrian and heavy and light truck, car and other vehicular ingress and egress between the Grantee Property and the Road for the Grantee's use of the Grantee Property as a manufacturing facility. The easement does not include the right to lay water, wastewater, electrical, cable, or any other surface or subsurface utility lines.

2. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property interests herein conveyed to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through, or under Grantor, but not otherwise.

3. This instrument conveys to Grantee easement interests in the surface estate only of the Easement Property. Grantor hereby reserves to Grantor, and Grantor's legal representatives, successors and assigns, all mineral interests, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and

saved from the Easement Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; provided, however, that no mining or other extraction or use of such mineral interests shall diminish, affect or interfere with Grantee's easement rights hereunder.

4. Grantor, as owner of Grantor's Property, reserves the right to convey to others the right to use all or part of the Easement property in conjunction with Grantee, as long as such further conveyances are subject to the terms of this agreement and the other users agree to bear a proportionate part (by total number of easement holders) of the costs of improving and maintaining the Easement Property improvements.

5. Grantor, as owner of Grantor's Property, and for the benefit of any subsequent grantees of Grantor, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the easement by Grantee for the easement purposes state herein.

6. Grantor reserves the full use of the Easement Property for any purpose not prohibited by the terms of this agreement and not inconsistent with the easement purposes herein granted.

7. This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Property is located, or that may be apparent on the Property.

8. BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY OR INFORMATION FURNISHED TO GRANTEE, OR MADE, BY ANY PARTY WITH RESPECT TO THE EASEMENT PROPERTY OR THE EASEMENT INTERESTS HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVAING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT INTERESTS IN THE EASEMENT PROPERTY IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD

HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS CONVEYING THE EASEMENT HEREIN GRANTED WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY OR FITNESS OF THE EASEMENT PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF THE LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION, AND ANY OF SUCH REPRESENATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

9. The easement rights of use granted herein are nonexclusive.

10. Grantee has the right to construct, install, maintain, replace, and remove an all-weather-surface road within the Easement Property and to construct culverts, bridges, drainage ditches, water lines and sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Easement Facilities"). Any improvement of, or maintenance of, on the Easement Facilities will be at Grantee's sole expense, and Grantee shall not permit any mechanics or materialmen's lien to be placed upon or remain upon the Easement Property or any portion of Grantor's Property, unless Grantee is contesting the same in good faith by appropriate legal proceedings, and has established adequate reserves for the payment thereof.

11. Grantee shall not permit the Easement Facilities or other improvements in the Easement Property to obstruct the drainage of surface water across the Easement Property in a manner that causes material flooding of any portion of Grantor's Property.

12. Grantee shall operate, maintain, and repair the Easement Facilities from time to time as needed to serve the recited purposes of the easement; all at Grantee's sole expense. Grantee shall maintain the Easement Property in a neat and clean condition. Grantee may make, from time to time, such improvements to the Easement Facilities as Grantee deems necessary for the conduct of its business, such improvements to be made at Grantee's cost and expense.

13. Notwithstanding the perpetual character of this Easement, if the Easement Facilities are abandoned by Grantee, ceased to be used by Grantee for a period of one year, or are removed from the Easement Property by Grantee without prompt replacement, then in any such event, the easement, rights and privileges granted hereby shall automatically cease, said easement and rights shall terminate, and the Easement Property shall be released of and from this Amendment, and title to the Easement Property shall revert to and re-vest in Grantor or Grantor's successors or assigns, free and clear of the easement, rights and privileges granted hereby as fully and completely as if this easement had not been executed.

14. This easement runs with the land and shall be binding on the parties and their respective successors and assigns. This easement is governed by the laws of the State of Texas, with venue in Liberty County, Texas, and may not be modified or terminated except by written agreement signed by the then-owners of the Grantor Property and Grantee Property. This easement is intended to be performed in accordance with all applicable laws, ordinances, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Way Deed and Easement Agreement as of the day and year first above written.

CITY OF LIBERTY

By:______________________________

Name: __________________

Title: __________________

BOOMERANG TUBE, L.L.C.

By:______________________________

Name: __________________

Title: __________________

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on this the ___ day of _______________, 2010, by ______________________, the __________ of the City of Liberty, Texas, a Texas municipal corporation, in its capacity as the _____________ of the City of Liberty, Texas, for and on behalf of the City.

______________________________________
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

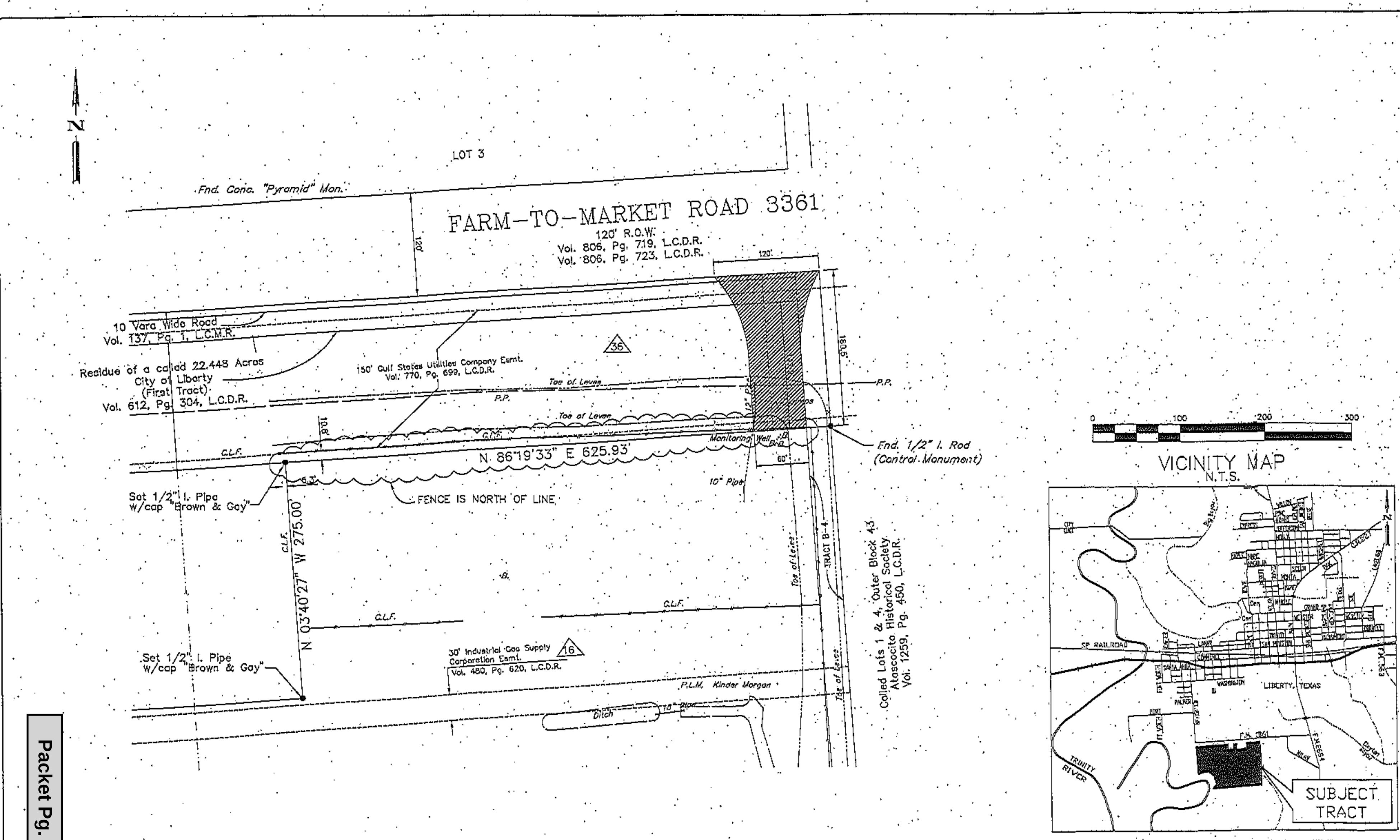
This instrument was acknowledged before me on this the _____ day of _______________, 2010, by ___________________, the ____________ of BOOMERANG TUBE, L.L.C., a Delaware limited liability company, in its capacity as the _____________ of said limited liability company, for and on behalf of said limited liability company.

______________________________________
Notary Public, State of Texas

# EXHIBIT A

A tract of land adjacent to that certain 119.32 acres of land belonging to Boomerang Tube, LLC, situated in the Liberty Town East League, Abstract Number 359, City of Liberty, Liberty County, Texas, the northeast corner of said tract being in the south right of way boundary line of F.M. Road 3361, whose northwest corner is a point on the south right of way boundary line of F.M. Road 3361 a distance of 120 feet generally westerly from the northeast corner of the tract herein described, and whose south line is 60 feet long, a distance of 180.5 feet generally south of its north line on the north boundary line of the said 119.32 acre tract, the tract herein described being more particularly depicted by the shaded area in the northeast corner of the May 14, 2010 Proposed Northeast Truck Entrance Boomerang Tube Drawing attached hereto and marked Exhibit B.

Exhibit "B"






GENERAL ARRANGEMENT

Exhibit "C"

PARCEL ONE:

BEING a 119.32 acre tract of land partially situated in Lots 1 through 4 of Outer Blocks 41 and 42 of the Liberty Town East League, Abstract 359, City of Liberty, Liberty County, Texas, said Outer Blocks being depicted on a map titled "Map of the City of Liberty" which is filed for record under Volume 1, Page 137 of the Liberty County Map Records, said 119.32 acres also being a portion of a called 122.0128 acre tract of land described in a Special Warranty Deed from Allied Tube and Conduit Corporation to Liberty Works Property Company, L.P. filed for record under Volume 1717, Page 204 of the Liberty County Deed Records, said 122.0128 acres also being described as Tracts A-1, A-2, A-3, A-4, B-1, B-2, B-3, B-4, C-1, C-2, D-1 and D-2 in an instrument filed for record under Volume 1249, Page 276 of the Liberty County Deed Records, said 119.32 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron rod found for the northwest corner of said Lot 1, Outer Block 41, same being the northwest corner of the residue of a called 21.282 acre tract of land described in an instrument from C.F. Stuesoff to the City of Liberty filed for record under Volume 612, Page 304 of the Liberty County Deed Records;

THENCE S 03°40'27" E. a distance of 147.22 feet to a 5/8-inch iron rod found for the northwest corner of said called 122.0128 acre tract, said 5/8-inch iron being marked by a 2-inch iron pipe 2-feet tall on its northeast side and being the POINT OF BEGINNING of the herein described 119.32 acre tract;

THENCE N 86°19'33" E, a distance of 1473.34 feet along a north line of said called 122.0128 acre tract to a 1/2-inch iron rod found for the northwest corner of a called 1.43 acre tract of land described in an instrument filed for record under Volume 1277, Page 860 of the Liberty County Deed Records;

THENCE S 03°40'27" E, a distance of 250.00 feet along the west line of said called 1.43 acre tract to a 1/2-inch iron pipe found for the southwest corner of said called 1.43 acre tract;

THENCE N 86°19'33" E, a distance of 250.00 feet along the south line of said called 1.43 acre tract to a 1/2-inch iron rod found for the southeast corner of said called 1.43 acre tract;

THENCE N 03°40'27" W, a distance of 250.00 feet along the east line of said called 1.43 acre tract to a 1/2-inch iron rod found for the northeast corner of said called 1.43 acre tract and being in a north line of said called 122.0128 acre tract;

THENCE N 86°19'33" E, along a north line of said called 122.0128 acre tract, at a distance of 135.24 feet pass through a cotton picker spindle found in asphalt and continuing for a total distance of 147.41 feet to a 1/2-inch iron pipe with a cap stamped "BROWN & GAY" set for the northwest corner of a called 2.893 acre tract of land described in a General Warranty Deed from Liberty Property Works, L.P. to Sam Rayburn Municipal Power Agency filed for record under Volume 1789, Page 219 of the Liberty County Deed Records;

THENCE S 00°13'27" E, a distance of 275.50 feet along the west line of said called 2.893 acre tract to a 5/8-inch iron rod found for the southwest corner of said called 2.893 acre tract;

Attachment: Boomerang ROW Agreement (1703 : ROW Boomerang Tube)

THENCE N 86°19'33" E, a distance of 466.58 feet to a 5/8-inch iron pipe with a cap stamped "BROWN & GAY" set for the southeast corner of said called 2.893 acre tract;

THENCE N 03°40'27" W, a distance of 275.00 feet along the east line of said called 2.893 acre tract to a 5/8-inch iron pipe with a cap stamped "BROWN & GAY" set for the northeast corner of said called 2.893 acre tract;

THENCE N 86°19'33" E, a distance of 625.93 feet along a north line of said called 122.0128 acre tract to a 1/2-inch iron rod found for the northeast corner of said called 122.0128 acre tract, same also being the northeast corner of a called 0.76 acre tract of land described as said Tract "B-4";

THENCE S 03°40'27" E, a distance of 1187.22 feet along the east line of said called 122.0128 acre tract, the east line of said Tract "B-4" and the west line of Lots 1 and 4 of Outer Block 43 of said Map of the City of Liberty, said Lots 1 and 4 being further described in an instrument filed for record under Volume 1259, Page 450 of the Liberty County Deed Records to a point for the southeast corner of said Tract "B-4" and from which a 1/2-inch iron rod found bears S 62°08'47" E, 0.87 feet;

THENCE S 86°19'33" W, at a distance of 11.64 feet and 7.95 feet right pass a found 1/2-inch iron rod and continuing for a total distance of 27.78 feet to a point for the southwest corner of said Tract "B-4", same being in the east line of Lot 3 of said Outer Block 42 and from which a found 1/2-inch iron rod bears N 84°29'03" E, 0.68 feet;

THENCE S 03°40'27" E, along the east line of said Lot 3 of Outer Block 42, at a distance of 102.99 and 16.55 feet left pass a found 1/2-inch iron rod, at a distance of 110.90 feet pass through a 1/2-inch iron rod found for the southeast corner of said Lot 3, Outer Block 42, same being the northeast corner of said Tract "D-2", same being the northeast corner of a called 36.64 acre tract of land described as Tract "D-2" in a General Warranty Deed from the Trinity River Barge and Land Company to National Pipe and Tube Company filed for record under Volume 758, Page 922, said 36.64 acre tract being out of a called 219 acre tract of land described in an instrument filed for record under Volume 613, Page 437 of the Liberty County Deed Records and continuing along the east line of said 36.64 acre tract for a total distance of 833.90 feet to a 1/2-inch iron pipe with a cap stamped "BROWN & GAY" set for corner and from which the following points bear: a found railroad spike – N 52°15'17" W, 56.15 feet, a found railroad spike – S 87°44' 27" W, 23.65 feet, a found 1/2-inch iron rod – N 62°32'53" W, 15.01 feet;

THENCE S 86°19'33" W, along the south line of said called 36.64 acre tract, at a distance of 2263.27 feet pass through a 1/2-inch iron pipe with a cap stamped "BROWN & GAY" set for reference and continuing for a total distance of 2277.92 feet to a point for corner in the east high bank of the Trinity River (Port of Liberty Channel) as surveyed on March 7, 2008;

THENCE the following twenty-six (26) courses and distances in a northerly direction along the east and north high bank of said Trinity River (Port of Liberty Channel) as surveyed on March 7, 2008;

N 15°03'46" E, a distance of 50.58 feet to a point;

N 22°40'12" E, a distance of 81.52 feet to a point;

N 55°36'27" E, a distance of 79.25 feet to a point;

N 29°05'10" E, a distance of 67.40 feet to a point;

N 11°19'12" W, a distance of 32.10 feet to a point;

N 33°31'00" W, a distance of 44.60 feet to a point;

N 00°38'44" E, a distance of 52.70 feet to a point;

N 27°16'23" W, a distance of 107.21 feet to a point;

N 04°37'56" E, a distance of 73.41 feet to a point;

N 38°13'29" W, a distance of 151.20 feet to a point;

N 48°52'46" W, a distance of 150.60 feet to a point;

N 62°35'48" W, a distance of 56.55 feet to a point;

N 55°10'25" E, a distance of 16.36 feet to a point;

N 61°01'00" W, a distance of 48.20 feet to a point;

S 76°11'05" W, a distance of 93.20 feet to a point;

N 46°38'08" W, a distance of 16.20 feet to a point;

S 77°35'37" W, a distance of 170.46 feet to a point;

N 04°33'28" W, a distance of 20.28 feet to a point;

S 73°49'00" W, a distance of 36.10 feet to a point;

S 27°49'43" W, a distance of 47.70 feet to a point;

S 64°50'25" W, a distance of 20.90 feet to a point;

N 20°27'10" W, a distance of 34.10 feet to a point;

S 75°58'00" W, a distance of 23.60 feet to a point;

S 07°50'49" E, a distance of 37.90 feet to a point;

S 53°25'23" W, a distance of 14.50 feet to a point;

S 86°19'33" W, a distance of 81.89 feet to a point for corner being the most westerly southwest corner of the herein described 119.32 acre tract, same being in the west line of Lot 4 of said Outer Block 41, same also being in the east line of a called 15.44 acre tract of land described in a General Warranty Deed from Price Daniel to Liberty Towing and Dredging filed for record under Volume 1268, Page 335 of the Liberty County Deed Records and from which a found 1/2-inch iron pipe bears S 07°46'19" W, 0.62 feet and a found 1/2-inch iron rod bears S 49°05'59" W, 13.90 feet

THENCE N 03°40'27" W, along the west line of Lot 4 and Lot 1 of said Outer Block 41, the west line of said called 122.0128 acre tract, the east line of said called 15.44 acre tract and the east line of the apparent residue of a called 20.00 acre "Save & Except" tract described in Volume 232, Page 51 of the Liberty County Deed Records, at a distance of 349.93 feet and 0.96 feet left pass a 1/2-iron rod found in a railroad bed, at a distance of 624.58 feet and 73.43 feet left pass a found 3/4-inch iron pipe and continuing for a total distance of 1298.34 feet to the POINT OF BEGINNING and containing 119.32 acres of land.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Demolition

## COUNCIL ACTION (ID # 1704)

DOC ID: 1704

Discuss and Consider Approval of the Liberty Community Development Corporations's Proposal for Demolition of the Old Mercy Hospital, Located at 521 Travis Street.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Agreements

## COUNCIL ACTION (ID # 1705)

DOC ID: 1705

Consider and Adopt an Agreement for Electrical Service to Boomerang Tube, LLC.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Electric Issues

## ORDINANCE (ID # 1706)

DOC ID: 1706

Consider and Adopt an Industrial Electric Rate Ordinance.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Electric Issues

## ORDINANCE (ID # 1709)

DOC ID: 1709

Consider Adoption of an Industrial Electric Rate Ordinance.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Electric

## COUNCIL ACTION (ID # 1708)

DOC ID: 1708

Consider an Electric Service Agreement with an Industrial Customer.

.

# The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Human Resources

## COUNCIL ACTION (ID # 1707)

DOC ID: 1707

Consider Action, If Any, on the City Manager's 6-Month Evaluation.

.

# The City of Liberty

## City Council

## Joint Work Session

## ~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Thursday, May 6, 2010** | **6:00 PM** | **City Hall - Liberty Center**

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

The Meeting was called to order on May 6, 2010 at the City Hall - Liberty Center, 1829 Sam Houston, Liberty,TX at 6:00 PM by Mayor Carl Pickett.

| Attendee Name | Present | Absent | Late | Arrived |
|---|---|---|---|---|
| Carl Pickett | þ | ¨ | ¨ | |
| Dennis Beasley | þ | ¨ | ¨ | |
| Diane Huddleston | ¨ | þ | ¨ | |
| Mike McCarty | þ | ¨ | ¨ | |
| Al Simonson | ¨ | þ | ¨ | |
| Louie Potetz | ¨ | þ | ¨ | |
| Frank Jordan | þ | ¨ | ¨ | |

## II. WORK SESSION

### 1. Work Session (ID # 1658)

Discussion of Bids Received for the Demolition of the Old Mercy Hospital Located at 521 Travis Street.

**COMMENTS - Current Meeting:**

A joint work session was held between the governing bodies of the Liberty City Council, Liberty Independent School District, and Liberty County, regarding the demolition of the old Mercy Hospital located at 521 Travis Street. Mayor Carl Pickett, LISD Supt. Cynthia Lusignolo, and County Judge Phil Fitzgerald were all present, along with various members of their respective governing bodies.

City Manager Gary Broz began the work session by reviewing the bid tabulation for bids opened on April 27th. Mr. Broz reported on the low bid, in the amount of $97,444 and various related issues including the building being structurally unsafe, asbestos removal costs, transportation of demolished materials to an approved landfill or recycling facility, and seeking direction from those in attendance on how to proceed with respect to the demolition of the subject building being held in trust by Liberty County.

Maris Blair, Delinquent Tax Attorney, Linebarger, Goggan, Blair, and Sampson, was in attendance and addressed the officials in regard to issues such as a title held in trust, tax liability, Sheriff sale with no bids, quitclaim and warranty deeds, condemnation authority, marketability or future resale of the property, current value of the property (.637 acres), and other related topics.

Lengthy discussion was held regarding the allocation of cost for the demolition, by the three taxing authorities. Further discussion included Liberty Community Development Corporation's interest in assisting, State fees, getting the property back onto the tax roll, and other related issues. At the conclusion of this discussion, Mr. Broz offered a proposal, subject to the appropriate Boards' approval, that LCDC would fund 50% of the demolition cost, in the amount of $56,700 and the $1689 to purchase the property by paying the State fees, if the other two entities in attendance would split the remaining 50%. School Supt. Lusignolo asked that the remaining 50% be split three ways between the LISD, Liberty County and the City of Liberty.

Each entity is to take the information discussed and the proposal for the demolition of the property to their next meeting for action, if any.

Mr. Broz thanked everyone in attendance for their cooperation and participation.

## III. ADJOURNMENT

**1. Motion To:** Adjourn

**COMMENTS - Current Meeting:**

The work session was adjourned at 6:56 p.m.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

# The City of Liberty

City Council

Regular Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Tuesday, May 11, 2010** **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

The Meeting was called to order on May 11, 2010 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:00 PM by Mayor Carl Pickett.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Carl Pickett | Mayor | Present | |
| Dennis Beasley | Councilperson | Present | |
| Diane Huddleston | Councilperson | Present | |
| Mike McCarty | Mayor Pro-Tem | Present | |
| Al Simonson | Councilperson | Present | |
| Louie Potetz | Councilperson | Present | |
| Frank Jordan | Councilperson | Present | |

## II. INVOCATION

Dick Lintelman, North Main Baptist Church, gave the Invocation.

## III. PLEDGE OF ALLEGIANCE

A representative of the San Jacinto High Rollers Motorcycle Group led the pledge to the American and Texas flags.

## IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council regarding non-agenda items. There were no comments from the audience.

Councilperson Huddleston made an announcement regarding the next community "Shred-It Event" to be held on May 22 from 9 a.m. until noon. This event is for the shredding of sensitive documents.

Councilperson Jordan, as Chairman of the most recent Charter Review Commission, thanked all the members for their hard work and stated that all the proposed amendments taken to the voters on May 8, 2010, had passed. Councilperson Jordan stated that he would like to thank all those individuals who voted favorably for the amendments.

City Manager Gary Broz reported on a questionnaire that had been put together for citizen input on the City's progress in various areas. Mr. Broz asked Council to make him aware of any changes or additions they felt necessary to this document.

## V. PRESENTATIONS / REPORTS

### A. Information Item (ID # 1659)

Proclamation - Motorcycle Safety Awareness Month

**COMMENTS - Current Meeting:**

Mayor Pickett read a proclamation declaring May as Motorcycle Safety and Awareness Month. Mr. Tom Foster, San Jacinto High Rollers Motorcycle Club, thanked Council for the proclamation and their concern for motorcycle safety.

### B. Information Item (ID # 1660)

2010 Census Participation Report

**COMMENTS - Current Meeting:**

Councilperson Huddleston reported on the citizen volunteer group that worked to impart upon the community the importance of filling out the census forms. Councilperson Huddleston stated that City Secretary Dianne Tidwell co-chaired the committee with her and named the various members of the 2010 Census Complete Count Committee as follows:

Mary Anne Campbell - Liberty-Dayton Area Chamber of Commerce

Juan Venegas - Casa Don Boni Restaurant

Jay Barnes - Pastor, First United Methodist Church

Carol Skewes - The Vindicator

Cynthia Lusignolo - Liberty ISD Superintendent

Bobby Rader - Hall, Rader Insurance

Bill Buchanan - KSHN Radio, and

Wanda Grant - Liberty ISD

Councilperson Huddleston reported on the census response rate as follows:

| | |
|---|---|
| National - | 72% |
| Texas - | 69% |
| Liberty Co. - | 62% |
| City of Liberty - | 73% |

Councilperson Huddleston stated that the response rate is a tribute to the committee's hard work and the citizen's efforts in completing and returning the form.

# VI. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Mike McCarty, Mayor Pro-Tem |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### *A. Minutes Approval*

**1.** Tuesday, April 13, 2010

**2.** Friday, April 16, 2010

**3.** Thursday, April 22, 2010

**4.** Thursday, April 22, 2010

# VII. REGULAR AGENDA

### *A. Regular Session*

**1. Resolution 2010-9**

Canvass Returns of the City of Liberty General Election Held on May 8, 2010 and Take Action on a Resolution for Same.

**COMMENTS - Current Meeting:**

Mayor Pickett and Council canvassed the returns of the General Election and reported the race results as follows, also stating that the councilperson candidates were unopposed:

| | | |
|---|---|---|
| Mayor - | Carl Pickett - | 357 |
| | Dennis Beasley - | 216 |
| Councilpersons - | Louie Potetz - | 358 |
| | Mike McCarty - | 337 |
| | Frank M. Jordan - | 292 |

A motion was made to approve the Resolution canvassing the returns of the City of Liberty General Election held on May 8, 2010, and declaring the following officials elected:

Mayor - Carl Pickett

Council Members - Louie Potetz
Mike McCarty
Frank M. Jordan

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Diane Huddleston, Councilperson |
| **SECONDER:** | Al Simonson, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

**2. Resolution 2010-10**

Canvass Returns of the City of Liberty Special Election Held on May 8, 2010 and Take Action on a Resolution for Same.

**COMMENTS - Current Meeting:**

Mayor Pickett and Council canvassed the returns of the Special Election, held on May 8, 2010, for voter approval or disapproval of proposed amendments to the City's Home Rule Charter.

A motion was made to approve the Resolution canvassing the returns of the City of Liberty Special Election as follows:

Each of the proposed amendments were approved by the voters:

1. Section 1.03 Change of boundaries and residents' rights.
   2.b. Disannexation of territory.

   For - 438 Against - 76

2. Section 3.06 Powers of the City Council.

   For - 374 Against - 113

3. Section 3.08 Meetings of the City Council.

   For - 401 Against - 97

4. Section 3.11 Audit and examination of City books and accounts.

   For - 405 Against - 58

5. Section 4.04 Municipal Court.

For - 459 Against - 42

6. Section 6.03 Form of recall petition.

For - 431 Against - 56

7. Section 9.12 Contingent appropriation.

For - 297 Against - 189

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### 3. Information Item (ID # 1663)

Oath of Office to be Administered to Newly Elected Officials.

**COMMENTS - Current Meeting:**

The Oath of Office was issued by Municipal Court Judge Bobby Rader to the following newly elected officials:

Mayor Carl Pickett and Councilpersons Louie Potetz, Mike McCarty and Frank M. Jordan.

**ATTACHMENTS:**

- Oath of Office Form (DOC)

### 4. Council Action 2010-40

Elect a Mayor Pro Tem.

**COMMENTS - Current Meeting:**

Mayor Pickett offered Mike McCarty for nomination as Mayor Pro Tem. Motion was made to re-elect Councilperson McCarty as Mayor Pro Tem.

| | |
|---|---|
| **RESULT:** | **APPROVED [6 TO 1]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz |
| **NAYS:** | Frank Jordan |

### 5. Council Action 2010-41

Consider Approval of Compensation to be Paid to the Election Officials for the May 8, 2010 General and Special Elections.

**COMMENTS - Current Meeting:**

Motion was made to authorize payment to the election officials for the May 8, 2010 General and Special Elections in the amount of $1485.00, as presented.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Mike McCarty, Mayor Pro-Tem |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 6. Council Action 2010-42

Consider Airport Advisory Board Proposals for Improvements to the Liberty Municipal Airport.

**COMMENTS - Current Meeting:**

City Manager Gary Broz reported that he had been working with the Airport Advisory Board to set up a plan for future airport operations. The proposed plan for the east side of the airport includes the following:

1. 20X30 terminal building to include an office and restrooms - approximately $74,000,
2. move the fuel farm to the east side,
3. 200X50 area for terminal parking, providing twenty parking spaces, paving cost approximately $20,000,
4. 10-bay T-hangars with apron on both sides - approx. $800,000

Mr. Broz stated that this plan is set up for future growth and that the City is in receipt of $214,575 in FEMA funds and $137,000 in insurance proceeds towards this project. Further discussion included other revenue streams, fuel sales, hangar rentals for $200-$250 per month, commercial facilities, courtesy car, full-time FBO, and other related information.

Motion was made to authorize the City Manager to proceed in obtaining related costs and request funding from the LCDC for airport improvements.

**ATTACHMENTS:**

- Airport Operator East Side (PDF)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 7. Council Action 2010-43

Consider Appointments to the Planning and Zoning Commission.

**COMMENTS - Current Meeting:**

Motion was made to reappoint those members whose terms have expired on the Planning and Zoning Commission. Those members are Larry Wagnon, and alternates Paul Damek and Mark Campbell.

| | |
|---|---|
| **RESULT:** | **APPROVED [6 TO 0]** |
| **MOVER:** | Mike McCarty, Mayor Pro-Tem |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz |
| **ABSTAIN:** | Frank Jordan |

### 8. Council Action 2010-44

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

**COMMENTS - Current Meeting:**

Motion was made to reappoint those members whose terms expired on the LCDC Board of Directors:

Dennis Beasley, Louie Potetz, Mike Van Etta, and Billy Page.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Diane Huddleston, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### 9. Council Action (ID # 1668)

Consider Setting the Date, Time and Location for a City Council and Staff Work Session to Set Goals, Objectives and Action Plans.

**COMMENTS - Current Meeting:**

After brief discussion, concensus among management and Council was to hold a work session to establish goals and objectives for the City of Liberty, on Wednesday, May 26th at 6:00 p.m.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

### 10. Council Action 2010-45

Consider Acceptance of Mr. Charles McGuire's Resignation from the Sam Rayburn Dam Electric Cooperative Board of Directors.

**COMMENTS - Current Meeting:**

Mayor Pickett commented that the Sam Rayburn Dam Electric Cooperative is a coop made up of various coops, one of which is SRMPA.

Mayor Pickett further stated that SRDEC takes electric power entitlement from the Sam Rayburn Dam and allocates it out amongst the entities. This organization meets every two years.

Motion was made to accept Mr. Charles McGuire's resignation from the Sam Rayburn Dam & Electric Cooperative.

**ATTACHMENTS:**

- McGuire Resig SRDEC (PDF)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Dennis Beasley, Councilperson |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### 11. Council Action 2010-46

Consider the Appointment of a City of Liberty Representative to the Sam Rayburn Dam Electric Cooperative Board of Directors.

**COMMENTS - Current Meeting:**

Motion was made to appoint Mayor Carl Pickett to the Sam Rayburn Dam Electric Cooperative.

| | |
|---|---|
| **RESULT:** | **APPROVED [6 TO 0]** |
| **MOVER:** | Louie Potetz, Councilperson |
| **SECONDER:** | Mike McCarty, Mayor Pro-Tem |
| **AYES:** | Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |
| **ABSTAIN:** | Carl Pickett |

### 12. Council Action 2010-47

Consider Approval of Proposed Changes to the Employee Health Insurance Plan.

**COMMENTS - Current Meeting:**

Lengthy discussion was held regarding proposed changes to the employee health insurance plan.

Proposed changes were as follows:

1. annual deductible will increase from $400 to $500,

2. in network, out of pocket, will increase from $2000 to $2500,

3. out of network annual deductible is $1000 & unlimited out of pocket

4. physician co-pay increases from $20 to $30,

5. employee contribution increased by 4% of the premium cost,

5. Rx co-pay will be $0 for monthly generic maintenance drugs at CVS,

6. Other drugs are $10 generic, $35 brand name and $70 brand name for 90-day supply, and $100 for specialty drugs.

There are no changes in wellness benefits, vision, dental or life insurance.

Motion was made to accept the proposed changes to the employee health insurance plan as stated.

**ATTACHMENTS:**

- Proposed Health Plan Changes 2010 (PDF)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Diane Huddleston, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 13. Ordinance 2010-14

Consider Adoption of an Ordinance Creating Reinvestment Zone Number 2.

**COMMENTS - Current Meeting:**

Mayor Pickett read the caption of the Ordinance into the record as follows:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, DESIGNATING A CERTAIN AREA AS A COMMERCIAL/INDUSTRIAL TAX ABATEMENT ZONE IN THE CITY OF LIBERTY, TEXAS; TO BE KNOWN AS REINVESTMENT ZONE NO. 2; ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH SECTION 3.10 OF THE HOME RULE CHARTER THAT ORDINANCES BE READ ON TWO SEPARATE DAYS."

City Attorney Randy Gunter stated that this ordinance relates to the Holiday Inn Tax Abatement and a precursor to this tax abatement agreement is the establishment of the reinvestment zone. Mr. Gunter further stated that this same ordinance was reviewed at a previous meeting, is a housekeeping issue, and recommends approval upon the second reading.

Motion was made to approve the ordinance as recommended by the City Attorney.

**ATTACHMENTS:**

- Reinvestment Zone 2 attachments (PDF)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Frank Jordan, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

## 14. Resolution 2010-8

Consider Approval of a Tax Abatement Agreement with Liberty Laxmi, Regarding Holiday Inn Express and Approve a Resolution Authorizing the Mayor to Execute Agreement.

**COMMENTS - Current Meeting:**

May Pickett read the caption of the Resolution into the record as follows:

"A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, INDICATING ITS INTENT TO ENTER INTO A TAX ABATEMENT AGREEMENT WITH LIBERTY LAXMI, LLC.

City Attorney Randy Gunter stated that this tax abatement agreement requires minimum jobs and minimum capital investment in the property, and in return grants a three-year tax abatement as follows:

1st year - 100%

2nd year - 66%

3rd year - 33%,

and 0% thereafter.

This agreement requires the Holiday Inn to be operational and have individuals employed by December 31, 2010. The tax abatement begins January 1, 2011.

Motion was made to approve the Resolution.

**ATTACHMENTS:**

- Holiday Inn Tax Abatement Agmnt (PDF)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Dennis Beasley, Councilperson |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

### 15. Council Action 2010-48

Consider Extension of the Substation Lease from the Sam Rayburn Municipal Power Agency.

**COMMENTS - Current Meeting:**

City Attorney Randy Gunter explained that this agenda item is a housekeeping issue, as in 2001 there were transactions made whereby SRMPA had funds that needed to be spent. SRMPA secured the substations in their member cities and leased them back to the various entities for a nominal fee. This agreement was entered into in 2001, but there is internal ambiguity whether the lease expired in 2005 or expires in 2011. SRMPA has asked that there be a renewal to be effective in 2005. Therefore the City retroactively agrees to extend the lease so that all members cities leases expire at the same time. Mr. Gunter further stated that there will be some amendments to the lease, in the near future, giving the City more control over the property.

Motion was made to approve the extension of the substation lease from the Sam Rayburn Municipal Power Agency.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Al Simonson, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

**16. Council Action 2010-49**

Consider a Substation Lease Amendment from the Sam Rayburn Municipal Power Agency.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

***B. Executive Session***

Personnel Matters. Gov. Code §551.074
Consultation With Attorney. Gov. Code §551.071

1. Discussion of the City Manager's 6-month evaluation.

The Executive Session was not held.

***C. Reconvene into Regular Session***

**1. Council Action (ID # 1672)**

Consider Any Action, as Discussed in the Executive Session, Regarding the City Manager's 6-Month Evaluation.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

## VIII. COUNCIL MEAL

Council shared an evening meal.

## IX. ADJOURNMENT

**A. Motion To:** Adjourn

**COMMENTS - Current Meeting:**

There being no further business before the Council, the meeting was adjourned at 7:34 p.m.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Louie Potetz, Councilperson |
| **SECONDER:** | Dennis Beasley, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan |

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

# The City of Liberty

## City Council

## Special Called Meeting

## ~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Wednesday, May 26, 2010** | **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

The Meeting was called to order on May 26, 2010 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:05 PM by Mayor Carl Pickett.

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Carl Pickett | Mayor | Present | |
| Dennis Beasley | Councilperson | Present | |
| Diane Huddleston | Councilperson | Present | |
| Mike McCarty | Mayor Pro-Tem | Present | |
| Al Simonson | Councilperson | Absent | |
| Louie Potetz | Councilperson | Present | |
| Frank Jordan | Councilperson | Present | |

## II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council regarding non-agenda items. There were no comments from the audience.

Mayor Pickett reminded Council that the city manager evaluation forms are due by June 1st, as this item will be placed on the June 8th council agenda.

City Manager Gary Broz reported that there was a major power outage yesterday due to losing a breaker at the Beaumont Substation. Mr. Broz reported that the Electric Department did an excellent job in getting the power back up and running.

Mr. Broz further reported there had been a major water leak on McGuire Road/Industrial Road and that the Water Department would be removing and replacing several 12" valves with a 12X10" "T" and replacing twenty feet of 12" line.

Brief discussion was held regarding the Nixle public information service in which various notices can be sent via cell phone and/or email, to the whole city or a targeted area.

## III. PRESENTATIONS / REPORTS

### A. Information Item (ID # 1679)

Recycling Report - Councilperson Huddleston

**COMMENTS - Current Meeting:**

Councilperson Huddleston reported on the "Shred It" Event, for the shredding of sensitive documents, held on Saturday, May 22nd. Councilperson Huddleston further reported that there had been a huge response and thanked those that volunteered to help with this project.

### B. Information Item (ID # 1680)

Financial Report - April 2010 - N. Herrington, Finance Director

**COMMENTS - Current Meeting:**

Finance Director Naomi Herrington reported on the financial report for April, 2010, beginning with the status of the general fund, water, electric, and garbage funds, to include cash on hand in each account. Ms. Herrington also reported that sales tax revenues for May, 2010 are in the amount of $147,000; $98,000 and $49,000 respectively, for the City and LCDC. These figures are down from the previous figures in May, 2009.

City Manager Gary Broz also reminded Council that the budget is being closely watched, the hiring freeze is still in effect, and only those capital items which are absolutely necessary are being replaced.

# IV. REGULAR AGENDA

## *A. Regular Session*

### 1. Council Action 2010-50

Consider and Adopt an Agreement for Electrical Service to Boomerang Tube, LLC.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

### 2. Ordinance (ID # 1682)

Consider and Adopt Industrial Rate Ordinance.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

## *B. Executive Session*

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087
Consultation With Attorney. Gov. Code §551.071
Meeting Concerning Municipally Owned Utility. Gov. Code §551.086

1. Discussion of electric rate ordinance and electric service agreement with industrial

customer.

An Executive Session was not held.

***C. Reconvene into Regular Session***

**1. Council Action 2010-51**

Consider Industrial Electrical Rate Ordinance and Electric Service Agreement with Industrial Customer.

**COMMENTS - Current Meeting:**

This agenda item was passed on.

| | |
|---|---|
| **RESULT:** | **NO ACTION TAKEN** |

## V. WORK SESSION

**1. Work Session (ID # 1684)**

Discuss City Goals, Objectives, and Plan of Finance for the City of Liberty.

**COMMENTS - Current Meeting:**

Council held a lengthy discussion regarding the formulation of goals, objectives and action plans for the City of Liberty. Department heads were present and worked with Council and the City Manager in identifying areas that need to be addressed. Discussed was infrastructure, public safety, community enhancement, community relations, and personnel investment.

## VI. COUNCIL MEAL

Council shared an evening meal.

## VII. ADJOURNMENT

**Motion To:** Adjourn

**COMMENTS - Current Meeting:**

There being no further business before the Council, the meeting was adjourned at 8:58 p.m.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Louie Potetz, Councilperson |
| **SECONDER:** | Frank Jordan, Councilperson |
| **AYES:** | Pickett, Beasley, Huddleston, McCarty, Potetz, Jordan |
| **ABSENT:** | Al Simonson |

Carl Pickett, Mayor

Minutes Acceptance: Minutes of May 26, 2010 6:00 PM (Minutes Approval)

ATTEST:

__________________________________
Dianne Tidwell, City Secretary

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Agreements

## COUNCIL ACTION (ID # 1698)

DOC ID: 1698

Consider Approval of an Interlocal Agreement with Liberty County Precinct 1 for the Maintenance of Streets, Roads, Ditches, and Recreational Areas.

.

TODD M. FONTENOT
COMMISSIONER PCT. 1

1923 SAM HOUSTON
LIBERTY, TEXAS 77575

# THE COUNTY OF LIBERTY

*Est. 1836*

May 20, 2010

RE: Interlocal Agreements

Dear Director,

Enclosed, please find a new and current Interlocal Agreement that must be Signed, dated and returned to this office as soon as possible.

This agreement needs to be placed on Commissioner's court for approval. Should you have any questions, please call 936-587-4922.

Thank you,

Todd M Fontenot

Todd M. Fontenot
Commissioner Pct 1.

Return address

Liberty Co. Pct 1
1923 Sam Houston
Liberty, Texas 77575

936/587-4922

FAX: 936/587-5027

INTER-LOCAL AGREEMENT
COUNTY OF LIBERTY and CITY OF LIBERTY

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This agreement is between Liberty County, Precinct 1, hereinafter called "County," and the City of Liberty, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state; and

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the City has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the City to promptly supply; and,

WHEREAS, the County has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the County to promptly supply; and,

WHEREAS, the County has manpower and equipment to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the City has manpower and equipment to maintain streets, roads, ditches and recreational areas; and,

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of equipment;

NOW, THEREFORE, the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows if their work schedules permit:

1. The County agrees to provide manpower and equipment to the City for the maintenance of streets, roads, ditches and recreational areas.

2. The City agrees to provide equipment to the County for the maintenance of streets, roads, ditches and recreational areas.

3. The City agrees to fairly compensate the County, either by comparable time, manpower,

equipment or by monetary or other consideration of equal value from the city's current revenue.

4. The County agrees to fairly compensate the City, either by comparable time, manpower, equipment or by monetary or other consideration of equal value from the county's current revenue.

5. The Commissioner of Precinct 1 and the Liberty City Manager shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.

6. The County and City understand that agreements for mutual sharing may be limited by budgetary restrictions or the authority provided by their respective governing bodies. Notwithstanding any provisions herein, this inter-local agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds or insufficient funds are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.

7. To the fullest extent permissible under Texas law, City of Liberty shall indemnify, defend, and hold harmless Liberty County, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of City of Liberty, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

8. To the fullest extent permissible under Texas law, Liberty County shall indemnify, defend, and hold harmless the City of Liberty, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of Liberty County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

9. Neither party shall be deemed an employee or agent of the other party. This interlocal

agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City's streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County's streets, roads, ditches and recreational areas.

10. The City agrees to exercise due diligence in the routine maintenance of County equipment under its control and shall accept responsibility for a maximum of $100.00 in expenses per use for minor repairs that may be necessary as a result of the City's use of County equipment.

11. The County agrees to exercise due diligence in the routine maintenance of City equipment under its control and shall accept responsibility for a maximum of $100.00 in expenses per use for minor repairs that may be necessary as a result of the County's use of City equipment.

**12. The City understands that before beginning a project under an interlocal contract, the Commissioners Court of Liberty County must give specific written approval for the project as required by TEX. GOV. CODE, §791.014 which provides:**

**791.014 APPROVAL REQUIREMENT FOR COUNTIES.**

**1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.**

**(b) The approval must:**
**(1) be given in a document other than the interlocal contract;**
**(2) describe the type of project to be undertaken; and**
**(3) identify the project's location.**

***see* Tex. Gov. Code, §791.014, *et. seq*.**

This agreement shall commence on the ____ day of ________________, 2010 and ends on the _____ day of ______________________, 2011. Either the County or the City may cancel this agreement at any time.

Executed on this the _____ day of _______________, 2010, by Phil Fitzgerald, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of ____________, 2010, by Todd Fontentot, Commissioner Precinct 1, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____________, 2010, by the City Manager, on behalf of the City of Liberty, Texas, after approval by City Council.

| | |
|---|---|
| COUNTY OF LIBERTY | CITY OF LIBERTY |
| Phil Fitzgerald, Liberty County Judge | Manager, City of Liberty |
| Todd Fotentont, Commissioner Precinct 1 | |
| ATTEST: | |
| Delia Sellers, Liberty County Clerk | Secretary, City of Liberty |

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Contracts

## COUNCIL ACTION (ID # 1699)

DOC ID: 1699

Consider Approval of an Increase in the Ad Valorem Tax Collection Contract with Liberty County and the Liberty County Tax Assessor-Collector.

.

# OFFICE OF THE TAX ASSESSOR-COLLECTOR

MARK B. McCLELLAND, RTA
P.O. BOX 1810 – LIBERTY, TEXAS 77575-9988
936/336-4629 936/336-4633 Fax: 936/336-2866 Cleveland 281/593-8415

May 19, 2010

Mr. Gary Broz
City Manager
City of Liberty

I must pass along an increase in the ad valorem tax collection contract you have with Liberty County and the Liberty County Tax Assessor-Collector.

Starting with the new County fiscal year beginning on October 1, 2010, the fee for tax assessment and collection services between the City of Liberty and the Liberty County Tax Office will increase to $.32 (thirty-two cents) per parcel, up from the current $.15 (fifteen cents) per parcel under the current contract. These costs do not exceed the actual cost of assessment and collection of the School's taxes by the County.

Since the beginning of the collection contract in 1991, the fee charged the City of Liberty has remained a constant $.15 per parcel. During this same period, personnel costs, operating expenses, reporting requirements, auditing, postage, and the load dealing with taxpayers regarding tax rate fluctuations and taxes due have all increased. I have not adjusted the per-parcel rate to recover these additional costs, and must do so at this time.

Please present this to the Liberty City Council for its information and approval.

As always, myself and the staff of the Liberty County Tax Office will continue to offer the absolute best service to the City of Liberty and the taxpayers of Liberty County. I appreciate the working relationships we have, and look forward to continuing working with the professionals of the City.

Please feel free to contact me if you have any questions regarding this issue.

Highest regards,

Mark B. McClelland, RTA
Tax Assessor-Collector

Comparison: Tax year 2009 billing: 10,494 parcels @ .15 = $1574.10; 2010 billing (same parcel count): @ .32 = $3358.08

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Variance Requests

## COUNCIL ACTION (ID # 1691)

DOC ID: 1691

Consider a Request for Variance from Road Frontage Requirements for a A Manufactured Home Located at FM 2830/FM 160.

EXPLANATION:
Property Owner, Curtis Herman, recently applied for a manufactured home permit for property legally described as P. P. Dever Abstract, Tract 415, located at FM 2830 and FM160. The permit was denied because the property does not have the proper road frontage required by the City's Manufactured Home Ordinance. Mr. Hermann was informed of his right to ask for a variance according to the Code of Ordinances. Enclosed is a copy of his request, the application, property description and an aerial photo of the above mentioned property. The variance was presented to the Planning and Zoning Commission on Tuesday, June 1, 2010 where the variance was denied.

.

The City of Liberty

# Memo

**To:** The Planning and Zoning Commission

**From:** Candice Motschman, Secretary

**Date:** 05/27/2010

**Re:** Variance request to place a manufactured home on Tract 415 of the P.P. Dever Abstract

---

Property Owner, Curtis Herman, recently applied for a manufactured home permit for property legally described as P.P. Dever Abstract, Tract 415, located at FM2830 and FM160. The permit was denied because the property does not have the proper road frontage required by the City's Manufactured Home Ordinance. Mr. Herman was informed of his right to ask for a variance according to the Code of Ordinances. I have enclosed a copy of his request, the application, property description and an aerial photo of the above mentioned property for your review.

Please let me know if you have any questions regarding this variance request.

5- -2010

We request the City of Liberty give us permision to have utilities to a mobile home on the site of land tract # 415 at 2231 FM 160 N in the rural area of Liberty County. on a private road. with utilities poles, already up, by the mobile home. road leads to a public building which sets at the dead end. If at all posible we make request for utilities.

Sincerely
Curtis Herman
Christine Herman

Rec
8/18/10
JB

# The City of Liberty

## Requirements for installation of a Manufactured Home

ANY PERSON WHO VIOLATES ANY PROVISIONS OF THE MANUFACTURED HOME ORDINANCE SHALL UPON CONVICTION BE PUNISHED BY A FINE OF NOT LESS THAN TEN AND NO/100 ($10.00) DOLLARS NOR MORE THAN TWO HUNDRED ($200.00) DOLLARS. EACH DAY THAT A VIOLATION CONTINUES OF ANY SUCH PROVISION SHALL CONSTITUTE A SEPARATE OFFENSE.

1. Manufactured Home information sheet and site plan must be provided and approved and a permit must be issued <u>before</u> the manufactured home is installed.

2. Proof of ownership or rental agreement of the property must be provided. (ex: Current Appraisal District or Tax Roll Information.)

3. Any new or replacement manufactured home located in the **<u>non-restricted</u>** area of the City of Liberty must be no more than **<u>ten (10)</u>** model years of age older than the **<u>current model year</u>**, and must satisfy the HUD code requirements.

4. Manufactured homes inside the **<u>restricted</u>** area of the City of Liberty are subject to a one time change out. However, the replacement home must be a multi-section HUD code manufactured home transported in two or more sections and a minimum of twenty-four feet in width, when measured at a right angle to the length and is designed to be used as a dwelling when connected to the required utilities. The home must be placed on a permanent concrete foundation and be no more than **<u>three (3)</u>** model years of age older than the **<u>current model year</u>**.

5. The following permits must be obtained:

   - Manufactured Home Permit
   - Electrical Permit
   - Plumbing Permit
   - A/C Permit

Note: Electrical and Plumbing work may only be performed by the homeowner when the property is listed in the tax rolls as their homestead. A/C and Manufactured Home Installation must be performed by <u>STATE LICENSED PERSONNEL</u>.

6. Only one residence per legally described lot.

7. **Property must have hard surface, off street parking for minimum of two (2) vehicles. (ex: gravel, rock, concrete and /or asphalt.)**

8. Manufactured Home **<u>must be skirted</u>** with a solid material **<u>before</u>** any utilities will be connected. Materials such as wood, plastic, vinyl, masonry or metal can be used as skirting.

**I have received the above requirements and agree to abide by all provisions of the Manufactured Home Ordinance as set forth by the City Council of the City of Liberty, Texas.**

______________________________ ______________________________

**Date** **Signature**

The City of Liberty
Manufactured Home Information Sheet and Application

Home 936 587 4
Cell 409 267-1629

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL

DATE: ____________ PHONE: ____________

**HOMEOWNER INFORMATION:**

NAME OF HOMEOWNER: Lee Coy Glenn

MAILING ADDRESS: P.O. Box 9071 Liberty Texas 77582

**PROPERTY OWNER INFORMATION (If different from homeowner):**

NAME OF LAND OWNER: Curtis Herman

STREET ADDRESS OF PROPOSED SITE:
2231 Fm 160 N

LEGAL DESCRIPTION OF PROPERTY: PP Dever

SUBDIVISION/PARK: ____________ LOT: ____________ BLOCK: ____________

**MANUFACTURED HOME INFORMATION:**

MANUFACTURER: ClayTon MODEL: +2

LABEL/SEAL#: HWC 410115 SERIAL#: CLW030636TX

YEAR MODEL: 2010 COST:$ 30,000 SIZE: 16 X 64 NEW: X USED: ____

**RETAILER AND INSTALLER INFORMATION:**

RETAILER: CMH Homes Inc PHONE: 936-336-7030

COMPLETE ADDRESS: 1103 Hwy 90 Liberty Tx 77575

INSTALLER: CMH Homes Inc PHONE: 936-336-7030

COMPLETE ADDRESS: 1103 Hwy 90 Liberty Tx 77575 STATE LICENSE#: HB 1011, RBI 35917

**SETBACK REQUIREMENTS:**

DISTANCE FROM PROPERTY LINES: FRONT________BACK________SIDE________SIDE________

(Note: Minimum lot size is 50'x100': Minimum setback requirements from property lines are as follows:

**Inside lot:** Front-20ft/Each Side-7 ½ft/Back-10ft

**Corner lot:** Front-20ft/Street Side-10ft/Interior Side-7 ½ft/Back-10ft

Check setback requirements in deed restrictions also.

I, ______________________, do solemnly swear that I have read the above and foregoing application for a MANUFACTURED HOME PERMIT, and that the facts stated therein are true.

______________________
Applicants' Signature

______________________
Date

______________________
Approved By

______________________
Date

ALL MANUFACTURED HOME PERMITS AND INCOMPLETE APPLICATIONS ARE VOIDED IF NOT COMPLETE WITHIN 60 DAYS

LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

PROPERTY **92320** R

**Legal Description**
000022 P P DEVER, TRACT 415 (EAST), ACRES .23

**000022-000614-000** Ref ID2: R92320 Map ID 54 A

**OWNER ID** 11433

**OWNERSHIP** 100.00%

PROPERTY APPRAISAL INFORMATION 2010

HERMAN CURTIS & CHRISTINE
PO BOX 175
RAYWOOD, TX 77582-0175-75 US

**ACRES:** .2300

| Entities | |
|---|---|
| CAD | 100% |
| CLI | 100% |
| ESD2 | 100% |
| GLI | 100% |
| HD1 | 100% |
| PR1 | 100% |
| SHD | 100% |

| Values | | |
|---|---|---|
| IMPROVEMENTS | | |
| LAND MARKET | + | 1,270 |
| MARKET VALUE | = | 1,270 |
| PRODUCTIVITY LOSS | - | 0 |
| APPRAISED VALUE | = | 1,270 |
| HS CAP LOSS | - | 0 |
| ASSESSED VALUE | = | 1,270 |

**SITUS** 2231 FM-160, NORTH OF TX

**APPR VAL METHOD:** Cost

**EXEMPTIONS**

**GENERAL**

| | | | |
|---|---|---|---|
| UTILITIES | CW,S,E | LAST APPR. | SHERRI |
| TOPOGRAPHY | L | LAST APPR. YR | 2009 |
| ROAD ACCESS | PAVED | LAST INSP. DATE | 11/05/2004 |
| ZONING | | NEXT INSP. DATE | |
| NEXT REASON | | | |

**SKETCH COMMANDS**

REMARKS

**BUILDING PERMITS**

| ISSUE DT | PERMIT TYPE | PERMIT AREA | ST | PERMIT VAL |
|---|---|---|---|---|

| SALE DT | PRICE | GRANTOR | DEED INFO |
|---|---|---|---|
| 05/08/2003 | ***** | SHARP JOE R & JO | WD / 2003 / 00683 |
| | ***** | | OT / 1029 / 474 |

SUBD: 000022 NBHD:

**IMPROVEMENT INFORMATION**

| # | TYPE | DESCRIPTION | MTHD | CLASS/SUBCL | AREA | UNIT PRICE | UNITS | BUILT | EFF YR | COND. | VALUE | DEPR | PHYS | ECON | FUNC | COMP | ADJ | ADJ VALUE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

**IMPROVEMENT FEATURES**

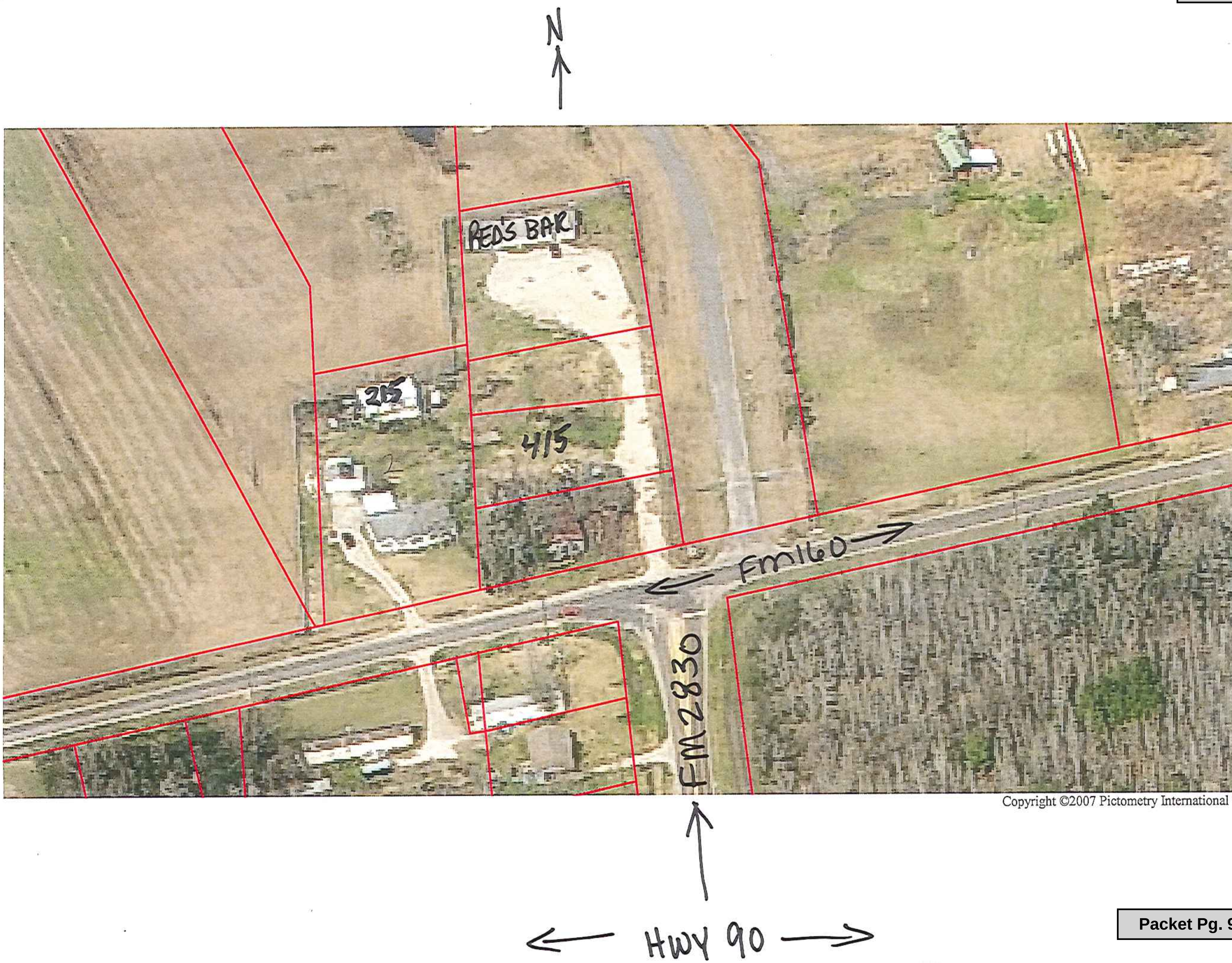
SUBD: 000022 NBHD:

**LAND INFORMATION** IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

| L# | DESCRIPTION | CLS | TABLE | SC | HS | METH | DIMENSIONS | UNIT PRICE | GROSS VALUE | ADJ | MASS ADJ | VAL SRC | MKT VAL | AG APPLY | AG CLASS | AG TABLE | AG UNIT PRC | AG VALUE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | FRONT ACREAGE | | SHDFM - SOUTH | | N | A | 0.2300 AC | 5,500.00 | 1,270 | 1.00 | 1.00 | A | 1,270 | NO | | | 0.00 | 0 |
| | | | | | | | | | | | | | 1,270 | | | | | 0 |

 Effective Date of Appraisal: January 1 Date Printed: 05/14/2010 09:28:13AM by COUNTER

True Automation, Inc.


N
RED'S BAR
215
415
FM160
FM2830
HWY 90
Copyright ©2007 Pictometry International C

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Charter Amendments

**ORDINANCE (ID # 1700)**

DOC ID: 1700

Consider an Ordinance Ordering Adoption of the Charter Amendments Approved by the Voters in the May 8, 2010 Special Election.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ORDERING THE ADOPTION OF THE CHARTER AMENDMENTS APPROVED BY THE VOTERS OF THE CITY OF LIBERTY, TEXAS IN A SPECIAL ELECTION HELD ON MAY 8, 2010; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, a special election was duly held within the jurisdiction of the City of Liberty, Texas on May 8, 2010, whereby the voters of the City of Liberty approved amendments to the City's Home Rule Charter; and

WHEREAS, pursuant to V.T.C.A. Local Government Code §9.005, such charter amendments will not take effect until the City Council orders that they be adopted.

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

SECTION 1.

That the amendments to the City of Liberty Home Rule Charter which were approved by the voters in a Special Election held on May 8, 2010, are hereby adopted and ordered into effect. Those amendments are as follows:

| | | |
|---|---|---|
| Proposition #1 | Section 1.03(b) | Change of boundaries and residents' rights - Disannexation of Territory |
| Proposition #2 | Section 3.06(i) | Powers of the City Council |
| Proposition #3 | Section 3.08 | Meetings of the City Council |
| Proposition #4 | Section 3.13 | Audit & Examination of City Books and Records |
| Proposition #5 | Section 4.04(b) | Municipal Court |
| Proposition #6 | Section 6.03 | Form of Recall Petition |
| Proposition #7 | Section 9.12 | Contingent Appropriation |

SECTION 2.

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty that all ordinances be read on two separate days is hereby dispensed with and all members present vote affirmatively for the adoption of this ordinance; and that 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, TEXAS, THIS THE 8TH DAY OF JUNE, 2010.

____________________________________
Carl Pickett, Mayor

ATTEST:

____________________________________
Dianne Tidwell, City Secretary

**CITY OF LIBERTY**
**SPECIAL ELECTION**
**MAY 8, 2010**

**Home Rule Charter Amendments Adopted by the Voters**
**Changing Sections 1.03(b), 3.06(i), 3.08, and 3.13, 4.04(b), 6.03, and 9.12**
**to read as follows:**
**(Changes in each section are in bold type)**

**Proposition #1**
"Sec. 1.03 Change of boundaries and residents' rights.
(b) Disannexation of territory.

Territory in the city may be detached from the corporate limits pursuant only to state law and city charter. However, any detached territory shall remain liable for its ~~prorate~~ **prorated** share of indebtedness incurred while such territory was a part of the city, and the city shall continue to levy and collect taxes within the territory until such indebtedness is discharged.

**Proposition #2**
"Section 3.06. Powers of the city council.
(i) Adopt, modify and carry out plans proposed by the city planning and zoning commission ~~for the clearance of slum districts and rehabilitation of blighted areas~~ **related to properties and improvements in non-compliance with city ordinances within the city jurisdiction.**

**Proposition #3**
**"Section 3.08** ~~Meetings of the city council.~~ **Meetings and agenda items of the city council.**

Added to the end of Section 3.08:
**"The city council will from time to time at discretion of the city council establish policies approved by majority vote for calling meetings and setting agendas of the city council."**

**Proposition #4**
**"Section 3.13.** ~~Audit and examination of city books and accounts.~~ **Audit and examination with reporting of city books and accounts.**

"The city council shall cause a continuous audit to be made of the books and accounts of each and every department of the city. At the close of each fiscal year a complete audit shall be made by a certified public accountant, who shall be selected by the city council, ~~and each audit shall include recapitulation of all audits made during the course~~

~~of each fiscal year,~~ and all audit reports shall be filed with the city council, shall be available for public inspection, and shall be made a part of the archives of the city **within a reasonable time.** Such accounts so selected shall not maintain or keep any of the city's accounts or records."

**The City Manager shall be responsible for providing accurate accounting reports compiled by acceptable accounting principles each month of the fiscal year for review by the city council and all such financial reports shall be filed timely with the city council, shall be available for public inspection, and shall be made a parat of the archives of the city.**

**Proposition #5**
Section 4.04 Municipal Court.
(b) The judge of said court shall be a qualified voter of the City of Liberty, shall ~~he~~ **be** appointed by the city council, shall hold his office at the pleasure of the city council, and shall receive such salary as may be fixed by the city council.

**Proposition #6**
Section 6.03. Form of recall petition.
Update of Notary designation in "Sworn and subscribed" portion of this section:

…Notary Public in and for ~~Liberty County,~~ **the State of** Texas.

**Proposition #7**
Section 9.12 Contingent appropriation.
Provision shall be made in the annual budget and in the appropriation ordinance for the contingent appropriation in an amount not more than ~~three (3)~~ **ten (10)** per centum of the total budget, too be used in case of unforeseen items of expenditure.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Surplus Property

## COUNCIL ACTION (ID # 1702)

DOC ID: 1702

Consider Award of Bid for Sale of the Old Liberty Police Department Located at 323 San Jacinto Street.

.

## QUOTATION

Police Station
2114 Sam Houston @ San Jacinto
Liberty, Texas 77575

Grand Total $ 51,000.00

### CERTIFICATION OF BID

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

Signed by: Frank Biehunko
Title: Owner

Typed Name: Frank Biehunko
Company Name: Southeast Texas Air Conditioning + Heating

Phone No. 936-336-2675
Fax Number: 936-336-9650

Email: FBiehunko@yahoo.com
Federal Tax ID No.: 467450060

Address: 130 West St. Liberty, Texas 77575

Date: 6-1-10

**THE CITY OF LIBERTY RESERVES ITS RIGHT TO REJECT ANY AND ALL BIDS.**

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Easements

## COUNCIL ACTION (ID # 1703)

DOC ID: 1703

Consider Granting a Right-Of-Way to Boomerang Tube, LLC.

.

# RIGHT-OF-WAY DEED AND EASEMENT AGREEMENT

STATE OF TEXAS §

NOW ALL MEN BY THESE PRESENTS

COUNTY OF LIBERTY §

This RIGHT-OF-WAY DEED AND EASEMENT AGREEMENT (this "Easement") is made and entered into this ______ day of ______________, 2010, by and between THE CITY OF LIBERTY, TEXAS, a Texas municipal corporation, as Grantor, and BOOMERANG TUBE, L.L.C., as Grantee.

WITNESSETH:

WHEREAS, Grantee is the owner of approximately 119.32 acres of real property and all improvements thereon, located in Liberty County, Texas, said real property being described in Exhibit C attached hereto and made a part hereof (the "Grantee Property"); and

WHEREAS, Grantor is the owner of certain real property to the north of the Grantee Property, being a residue of a called 22.48 acres (first tract) as described in the instrument recorded at Volume 612, Page 304, Deed Records of Liberty County, Texas (the "Grantor Property"); and

WHEREAS, the Easement Property extends from the Grantee Property to the Road and is further described in Exhibits A and B.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor grants, bargains, sells and conveys unto Grantee, an easement and right of way on, over, under and through the Easement Property for pedestrian and heavy and light truck, car and other vehicular ingress and egress between the Grantee Property and the Road for the Grantee's use of the Grantee Property as a manufacturing facility. The easement does not include the right to lay water, wastewater, electrical, cable, or any other surface or subsurface utility lines.

2. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property interests herein conveyed to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through, or under Grantor, but not otherwise.

3. This instrument conveys to Grantee easement interests in the surface estate only of the Easement Property. Grantor hereby reserves to Grantor, and Grantor's legal representatives, successors and assigns, all mineral interests, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and

saved from the Easement Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith; provided, however, that no mining or other extraction or use of such mineral interests shall diminish, affect or interfere with Grantee's easement rights hereunder.

4. Grantor, as owner of Grantor's Property, reserves the right to convey to others the right to use all or part of the Easement property in conjunction with Grantee, as long as such further conveyances are subject to the terms of this agreement and the other users agree to bear a proportionate part (by total number of easement holders) of the costs of improving and maintaining the Easement Property improvements.

5. Grantor, as owner of Grantor's Property, and for the benefit of any subsequent grantees of Grantor, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the easement by Grantee for the easement purposes state herein.

6. Grantor reserves the full use of the Easement Property for any purpose not prohibited by the terms of this agreement and not inconsistent with the easement purposes herein granted.

7. This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Property is located, or that may be apparent on the Property.

8. BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY OR INFORMATION FURNISHED TO GRANTEE, OR MADE, BY ANY PARTY WITH RESPECT TO THE EASEMENT PROPERTY OR THE EASEMENT INTERESTS HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVAING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT INTERESTS IN THE EASEMENT PROPERTY IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD

HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS CONVEYING THE EASEMENT HEREIN GRANTED WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY OR FITNESS OF THE EASEMENT PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF THE LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION, AND ANY OF SUCH REPRESENATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

9. The easement rights of use granted herein are nonexclusive.

10. Grantee has the right to construct, install, maintain, replace, and remove an all-weather-surface road within the Easement Property and to construct culverts, bridges, drainage ditches, water lines and sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Easement Facilities"). Any improvement of, or maintenance of, on the Easement Facilities will be at Grantee's sole expense, and Grantee shall not permit any mechanics or materialmen's lien to be placed upon or remain upon the Easement Property or any portion of Grantor's Property, unless Grantee is contesting the same in good faith by appropriate legal proceedings, and has established adequate reserves for the payment thereof.

11. Grantee shall not permit the Easement Facilities or other improvements in the Easement Property to obstruct the drainage of surface water across the Easement Property in a manner that causes material flooding of any portion of Grantor's Property.

12. Grantee shall operate, maintain, and repair the Easement Facilities from time to time as needed to serve the recited purposes of the easement; all at Grantee's sole expense. Grantee shall maintain the Easement Property in a neat and clean condition. Grantee may make, from time to time, such improvements to the Easement Facilities as Grantee deems necessary for the conduct of its business, such improvements to be made at Grantee's cost and expense.

13. Notwithstanding the perpetual character of this Easement, if the Easement Facilities are abandoned by Grantee, ceased to be used by Grantee for a period of one year, or are removed from the Easement Property by Grantee without prompt replacement, then in any such event, the easement, rights and privileges granted hereby shall automatically cease, said easement and rights shall terminate, and the Easement Property shall be released of and from this Amendment, and title to the Easement Property shall revert to and re-vest in Grantor or Grantor's successors or assigns, free and clear of the easement, rights and privileges granted hereby as fully and completely as if this easement had not been executed.

14. This easement runs with the land and shall be binding on the parties and their respective successors and assigns. This easement is governed by the laws of the State of Texas, with venue in Liberty County, Texas, and may not be modified or terminated except by written agreement signed by the then-owners of the Grantor Property and Grantee Property. This easement is intended to be performed in accordance with all applicable laws, ordinances, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Way Deed and Easement Agreement as of the day and year first above written.

CITY OF LIBERTY

By:________________________________

Name: ____________________

Title: ____________________

BOOMERANG TUBE, L.L.C.

By:________________________________

Name: ____________________

Title: ____________________

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This instrument was acknowledged before me on this the ___ day of _______________, 2010, by _______________________, the ___________ of the City of Liberty, Texas, a Texas municipal corporation, in its capacity as the ______________ of the City of Liberty, Texas, for and on behalf of the City.

________________________________________

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This instrument was acknowledged before me on this the _____ day of _______________, 2010, by ____________________, the _____________ of BOOMERANG TUBE, L.L.C., a Delaware limited liability company, in its capacity as the ______________ of said limited liability company, for and on behalf of said limited liability company.

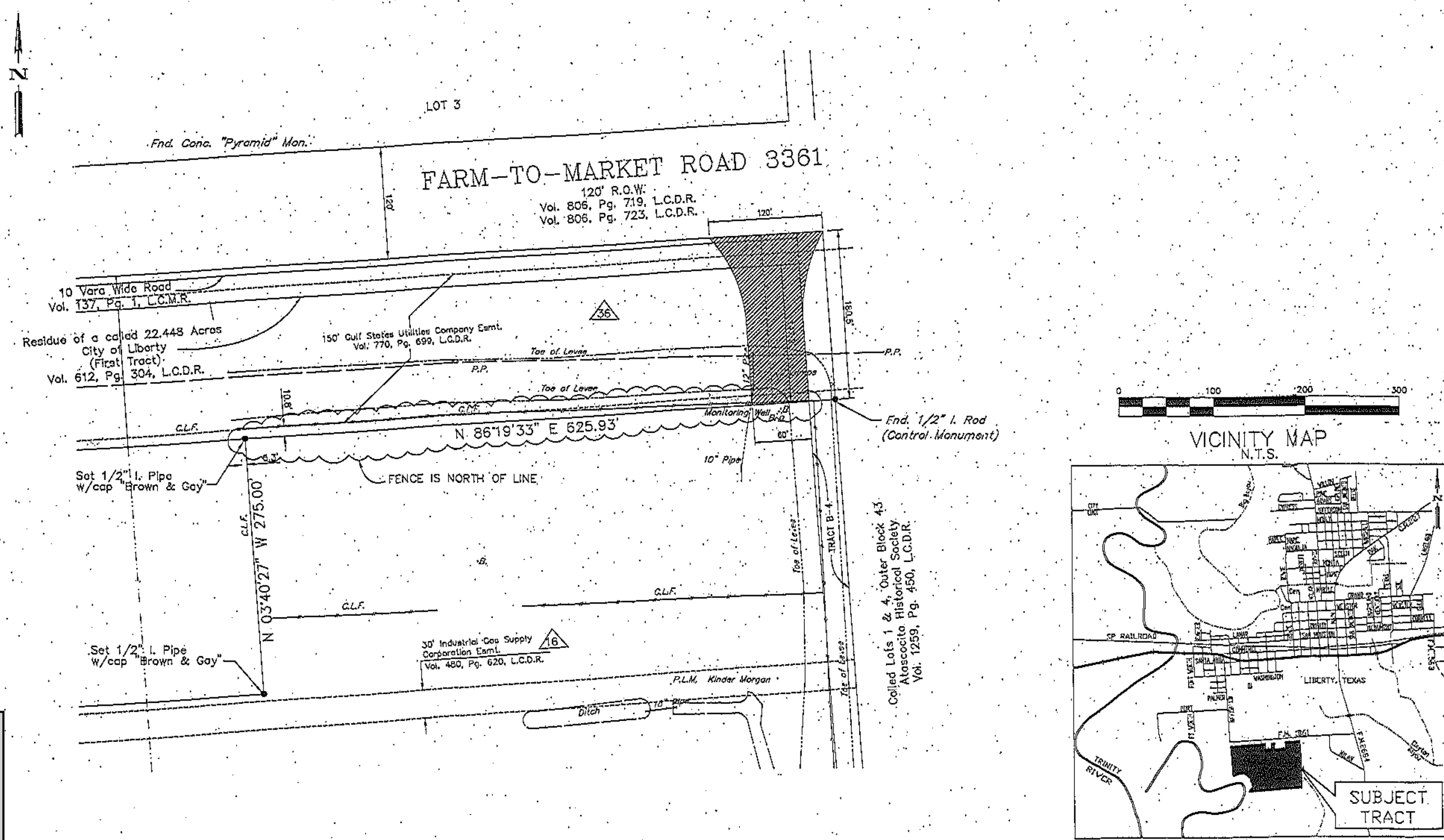
________________________________________

Notary Public, State of Texas

# EXHIBIT A

A tract of land adjacent to that certain 119.32 acres of land belonging to Boomerang Tube, LLC, situated in the Liberty Town East League, Abstract Number 359, City of Liberty, Liberty County, Texas, the northeast corner of said tract being in the south right of way boundary line of F.M. Road 3361, whose northwest corner is a point on the south right of way boundary line of F.M. Road 3361 a distance of 120 feet generally westerly from the northeast corner of the tract herein described, and whose south line is 60 feet long, a distance of 180.5 feet generally south of its north line on the north boundary line of the said 119.32 acre tract, the tract herein described being more particularly depicted by the shaded area in the northeast corner of the May 14, 2010 Proposed Northeast Truck Entrance Boomerang Tube Drawing attached hereto and marked Exhibit B.

Exhibit "B"




GENERAL ARRANGEMENT

Attachment: Boomerang ROW Agreement (1703 : ROW Boomerang Tube)

Exhibit "C"

PARCEL ONE:

BEING a 119.32 acre tract of land partially situated in Lots 1 through 4 of Outer Blocks 41 and 42 of the Liberty Town East League, Abstract 359, City of Liberty, Liberty County, Texas, said Outer Blocks being depicted on a map titled "Map of the City of Liberty" which is filed for record under Volume 1, Page 137 of the Liberty County Map Records, said 119.32 acres also being a portion of a called 122.0128 acre tract of land described in a Special Warranty Deed from Allied Tube and Conduit Corporation to Liberty Works Property Company, L.P. filed for record under Volume 1717, Page 204 of the Liberty County Deed Records, said 122.0128 acres also being described as Tracts A-1, A-2, A-3, A-4, B-1, B-2, B-3, B-4, C-1, C-2, D-1 and D-2 in an instrument filed for record under Volume 1249, Page 276 of the Liberty County Deed Records, said 119.32 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron rod found for the northwest corner of said Lot 1, Outer Block 41, same being the northwest corner of the residue of a called 21.282 acre tract of land described in an instrument from C.F. Stuesoff to the City of Liberty filed for record under Volume 612, Page 304 of the Liberty County Deed Records;

THENCE S 03°40'27" E. a distance of 147.22 feet to a 5/8-inch iron rod found for the northwest corner of said called 122.0128 acre tract, said 5/8-inch iron being marked by a 2-inch iron pipe 2-feet tall on its northeast side and being the POINT OF BEGINNING of the herein described 119.32 acre tract;

THENCE N 86°19'33" E, a distance of 1473.34 feet along a north line of said called 122.0128 acre tract to a 1/2-inch iron rod found for the northwest corner of a called 1.43 acre tract of land described in an instrument filed for record under Volume 1277, Page 860 of the Liberty County Deed Records;

THENCE S 03°40'27" E, a distance of 250.00 feet along the west line of said called 1.43 acre tract to a 1/2-inch iron pipe found for the southwest corner of said called 1.43 acre tract;

THENCE N 86°19'33" E, a distance of 250.00 feet along the south line of said called 1.43 acre tract to a 1/2-inch iron rod found for the southeast corner of said called 1.43 acre tract;

THENCE N 03°40'27" W, a distance of 250.00 feet along the east line of said called 1.43 acre tract to a 1/2-inch iron rod found for the northeast corner of said called 1.43 acre tract and being in a north line of said called 122.0128 acre tract;

THENCE N 86°19'33" E, along a north line of said called 122.0128 acre tract, at a distance of 135.24 feet pass through a cotton picker spindle found in asphalt and continuing for a total distance of 147.41 feet to a 1/2-inch iron pipe with a cap stamped "BROWN & GAY" set for the northwest corner of a called 2.893 acre tract of land described in a General Warranty Deed from Liberty Property Works, L.P. to Sam Rayburn Municipal Power Agency filed for record under Volume 1789, Page 219 of the Liberty County Deed Records;

THENCE S 00°13'27" E, a distance of 275.50 feet along the west line of said called 2.893 acre tract to a 5/8-inch iron rod found for the southwest corner of said called 2.893 acre tract;

THENCE N 86°19'33" E, a distance of 466.58 feet to a 5/8-inch iron pipe with a cap stamped "BROWN & GAY" set for the southeast corner of said called 2.893 acre tract;

THENCE N 03°40'27" W, a distance of 275.00 feet along the east line of said called 2.893 acre tract to a 5/8-inch iron pipe with a cap stamped "BROWN & GAY" set for the northeast corner of said called 2.893 acre tract;

THENCE N 86°19'33" E, a distance of 625.93 feet along a north line of said called 122.0128 acre tract to a 1/2-inch iron rod found for the northeast corner of said called 122.0128 acre tract, same also being the northeast corner of a called 0.76 acre tract of land described as said Tract "B-4";

THENCE S 03°40'27" E, a distance of 1187.22 feet along the east line of said called 122.0128 acre tract, the east line of said Tract "B-4" and the west line of Lots 1 and 4 of Outer Block 43 of said Map of the City of Liberty, said Lots 1 and 4 being further described in an instrument filed for record under Volume 1259, Page 450 of the Liberty County Deed Records to a point for the southeast corner of said Tract "B-4" and from which a 1/2-inch iron rod found bears S 62°08'47" E, 0.87 feet;

THENCE S 86°19'33" W, at a distance of 11.64 feet and 7.95 feet right pass a found 1/2-inch iron rod and continuing for a total distance of 27.78 feet to a point for the southwest corner of said Tract "B-4", same being in the east line of Lot 3 of said Outer Block 42 and from which a found 1/2-inch iron rod bears N 84°29'03" E, 0.68 feet;

THENCE S 03°40'27" E, along the east line of said Lot 3 of Outer Block 42, at a distance of 102.99 and 16.55 feet left pass a found 1/2-inch iron rod, at a distance of 110.90 feet pass through a 1/2-inch iron rod found for the southeast corner of said Lot 3, Outer Block 42, same being the northeast corner of said Tract "D-2", same being the northeast corner of a called 36.64 acre tract of land described as Tract "D-2" in a General Warranty Deed from the Trinity River Barge and Land Company to National Pipe and Tube Company filed for record under Volume 758, Page 922, said 36.64 acre tract being out of a called 219 acre tract of land described in an instrument filed for record under Volume 613, Page 437 of the Liberty County Deed Records and continuing along the east line of said 36.64 acre tract for a total distance of 833.90 feet to a 1/2-inch iron pipe with a cap stamped "BROWN & GAY" set for corner and from which the following points bear: a found railroad spike – N 52°15'17" W, 56.15 feet, a found railroad spike – S 87°44' 27" W, 23.65 feet, a found 1/2-inch iron rod – N 62°32'53" W, 15.01 feet;

THENCE S 86°19'33" W, along the south line of said called 36.64 acre tract, at a distance of 2263.27 feet pass through a 1/2-inch iron pipe with a cap stamped "BROWN & GAY" set for reference and continuing for a total distance of 2277.92 feet to a point for corner in the east high bank of the Trinity River (Port of Liberty Channel) as surveyed on March 7, 2008;

THENCE the following twenty-six (26) courses and distances in a northerly direction along the east and north high bank of said Trinity River (Port of Liberty Channel) as surveyed on March 7, 2008;

N 15°03'46" E, a distance of 50.58 feet to a point;

N 22°40'12" E, a distance of 81.52 feet to a point;

N 55°36'27" E, a distance of 79.25 feet to a point;

N 29°05'10" E, a distance of 67.40 feet to a point;

N 11°19'12" W, a distance of 32.10 feet to a point;

N 33°31'00" W, a distance of 44.60 feet to a point;

N 00°38'44" E, a distance of 52.70 feet to a point;

N 27°16'23" W, a distance of 107.21 feet to a point;

N 04°37'56" E, a distance of 73.41 feet to a point;

N 38°13'29" W, a distance of 151.20 feet to a point;

N 48°52'46" W, a distance of 150.60 feet to a point;

N 62°35'48" W, a distance of 56.55 feet to a point;

N 55°10'25" E, a distance of 16.36 feet to a point;

N 61°01'00" W, a distance of 48.20 feet to a point;

S 76°11'05" W, a distance of 93.20 feet to a point;

N 46°38'08" W, a distance of 16.20 feet to a point;

S 77°35'37" W, a distance of 170.46 feet to a point;

N 04°33'28" W, a distance of 20.28 feet to a point;

S 73°49'00" W, a distance of 36.10 feet to a point;

S 27°49'43" W, a distance of 47.70 feet to a point;

S 64°50'25" W, a distance of 20.90 feet to a point;

N 20°27'10" W, a distance of 34.10 feet to a point;

S 75°58'00" W, a distance of 23.60 feet to a point;

S 07°50'49" E, a distance of 37.90 feet to a point;

S 53°25'23" W, a distance of 14.50 feet to a point;

S 86°19'33" W, a distance of 81.89 feet to a point for corner being the most westerly southwest corner of the herein described 119.32 acre tract, same being in the west line of Lot 4 of said Outer Block 41, same also being in the east line of a called 15.44 acre tract of land described in a General Warranty Deed from Price Daniel to Liberty Towing and Dredging filed for record under Volume 1268, Page 335 of the Liberty County Deed Records and from which a found 1/2-inch iron pipe bears S 07°46'19" W, 0.62 feet and a found 1/2-inch iron rod bears S 49°05'59" W, 13.90 feet

THENCE N 03°40'27" W, along the west line of Lot 4 and Lot 1 of said Outer Block 41, the west line of said called 122.0128 acre tract, the east line of said called 15.44 acre tract and the east line of the apparent residue of a called 20.00 acre "Save & Except" tract described in Volume 232, Page 51 of the Liberty County Deed Records, at a distance of 349.93 feet and 0.96 feet left pass a 1/2-iron rod found in a railroad bed, at a distance of 624.58 feet and 73.43 feet left pass a found 3/4-inch iron pipe and continuing for a total distance of 1298.34 feet to the POINT OF BEGINNING and containing 119.32 acres of land.

Attachment: Boomerang ROW Agreement (1703 : ROW Boomerang Tube)

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Demolition

## COUNCIL ACTION (ID # 1704)

DOC ID: 1704

Discuss and Consider Approval of the Liberty Community Development Corporations's Proposal for Demolition of the Old Mercy Hospital, Located at 521 Travis Street.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Agreements

## COUNCIL ACTION (ID # 1705)

DOC ID: 1705

Consider and Adopt an Agreement for Electrical Service to Boomerang Tube, LLC.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Electric Issues

## ORDINANCE (ID # 1706)

DOC ID: 1706

Consider and Adopt an Industrial Electric Rate Ordinance.

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**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM
Department: Administration
Category: Electric Issues

## ORDINANCE (ID # 1709)

DOC ID: 1709

Consider Adoption of an Industrial Electric Rate Ordinance.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Electric

## COUNCIL ACTION (ID # 1708)

DOC ID: 1708

Consider an Electric Service Agreement with an Industrial Customer.

.

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/10 06:00 PM

Department: Administration
Category: Human Resources

## COUNCIL ACTION (ID # 1707)

DOC ID: 1707

Consider Action, If Any, on the City Manager's 6-Month Evaluation.

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