



The City of Liberty City Council

Regular Meeting

~ Agenda ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, April 26, 2022

6:00 PM

City Council Chambers

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

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett				
Mayor Pro Tem Diane Driggers				
Council Member Dennis Beasley				
Council Member Libby Simonson				
Council Member David Arnold				
Council Member Chipper Smith				
Council Member Neal Thornton				

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

III. PRESENTATIONS / REPORTS

IV. REGULAR AGENDA

A. Regular Session

- 1. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PRELIMINARY PLAT OF THE LIBERTY RANCH SUBDIVISION.**
- 2. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AN**

INTERLOCAL AGREEMENT WITH THE LIBERTY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #5 FOR THE REVIEW OF DRAINAGE PLANS.

- 3. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ADOPTING THE CITY OF LIBERTY WEBSITE POLICY.**
- 4. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE 2019 INFRASTRUCTURE COMPETITION WITH THE TEXAS GENERAL LAND OFFICE.**

B. Work Session

1. Discussion of proposed City Council Agenda Presentation & Meeting Decorum Policy

C. Executive Session

- 1. Texas Government Code §551.072 - Deliberation Regarding Real Property**
Discussion regarding the possible purchase and/or sale of property.
- 2. Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.**
Discussion regarding economic development negotiations.
- 3. Texas Government Code §551.071 - Private Consultation with Attorney**
Discussion with attorney regarding contemplated/pending litigation and/or regarding matters protected by the attorney/client privilege.
- 4. Texas Government Code §551.074 - Personnel Matters.**
Discussion regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public office or employee.
Municipal Court Judge
LCDC Board Members

D. Reconvene into Regular Session

1. Consider and take action on real estate matters discussed in executive session
2. Consider and take possible action on legal matters discussed in executive session.
3. Consider and take possible action on employment matters related to the Municipal Court Judge

V. 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 22nd day of April, 2022 at 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

April Gilliland

April Gilliland, City Secretary

NOTICE

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

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

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PRELIMINARY PLAT OF THE LIBERTY RANCH SUBDIVISION.

Department: Community Development

Subject: Preliminary Plat – Liberty Ranch Subdivision

Background: Baker & Lawson, on behalf of the Von Schmidt Land and Cattle, LLC, has submitted a preliminary plat for a proposed 217 lot residential subdivision to be located on Highway 146 North. The subdivision will be divided into two phases, with Phase I consisting of 108 lots and Phase II consisting of 109 lots.

The subdivision will include a 50' right-of-way, 28' wide concrete curb and gutter streets, sidewalks, underground electric utilities, on-site detention and a 0.636-acre park that will be privately maintained.

The development will also have a homeowners association (HOA) and deed restrictions.

Due to the layout of the subdivision, the applicant is requesting the following variances:

1. Lot Size - Required: 6,000 sf | Proposed: 5,000 sf
2. Lot Width - Required: 60 feet | Proposed: 50 feet
3. Corner Lot Width - Required: 75 feet | Proposed: 55 feet
4. Setbacks - Required: 7.5 feet | Proposed: 5.0 feet

The Planning & Zoning Commission met on Wednesday, April 20 and voted 6-0 to approve the preliminary plat with variances, subject to the following conditions:

1. Provide a copy of the drainage easement prior to approval of the final plat
2. Provide a copy of the property owners or homeowners association bylaws prior to approval of the final plat

Funding Source: N/A

Staff Recommendation: Staff recommends approval of the resolution approving the Liberty Ranch preliminary plat with variances and with the same conditions required by the Planning & Zoning Commission.

RESOLUTION

City of Liberty

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PRELIMINARY PLAT OF THE LIBERTY RANCH SUBDIVISION.

WHEREAS, Baker & Lawson, on behalf of Von Schmidt Land and Cattle, LLC, has submitted a preliminary plat for a proposed 217 lot residential subdivision to be located on Highway 146 North; and

WHEREAS, the subdivision will be divided into two phases, with Phase I consisting of 108 lots and Phase II consisting of 109 lots; and

WHEREAS, the subdivision will include a 50' right-of-way, 28' wide concrete curb and gutter streets, sidewalks, underground electric utilities, on-site detention and a 0.636-acre park that will be privately maintained; and

WHEREAS, the development will also have a homeowners association (HOA) and deed restrictions; and

WHEREAS, due to the layout of the subdivision, the applicant is requesting the following variances:

1. Lot Size - Required: 6,000 sf; Proposed: 5,000 sf;
2. Lot Width - Required: 60 feet; Proposed: 50 feet;
3. Corner Lot Width - Required: 75 feet; Proposed: 55 feet;
4. Setbacks - Required: 7.5 feet; Proposed: 5.0 feet; and

WHEREAS, the Planning & Zoning Commission met on Wednesday, April 20, 2022, and voted 6-0 to approve the preliminary plat with variances, subject to the following conditions:

1. Provide a copy of the drainage easement prior to approval of the final plat; and
2. Provide a copy of the property owners or homeowners association bylaws prior to approval of the final plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby approves the preliminary plat of the Liberty Ranch Subdivision.

PASSED AND APPROVED this ____ day of _____, 2022.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary



PLAT APPLICATION

City of Liberty Community Development Department

1829 Sam Houston, Liberty, Texas 77575

Phone: 936-336-3684 | Fax: 936-336-9846 | Email: permits@cityofliberty.org

APPLICATION FOR

☐ *Minor Plat (2 or fewer lots) - \$150.00

☒ Preliminary Plat - \$25.00

☐ *Short Form Final Plat (4 or fewer lots) - \$150.00

☐ *Final Plat - \$150.00

PROPERTY INFORMATION

Subdivision Name: Liberty Ranch

Address/Location: S.H. 146

Lot(s): _____

Block(s): _____

of Acres: 51

of Lots: 217

of Units: _____

APPLICANT INFORMATION

Name: Miguel Saucedo, P.E.

Company: Baker & Lawson, Inc.

Mailing Address: 4005 Technology Dr., Suite 1530 City: Angleton State: Tx Zip: 77515

Email Address: corporate@wdtexas.com Phone: 713-960-4150

OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)

Name: Charles Von Schmidt

Company: Von Schmidt Land and Cattle LLC

Mailing Address: 185 Cedar Point Drive City: Livingston State: TX Zip: 77351

Email Address: corporate@wdtexas.com Phone: 713-960-4150

SIGNATURE

Owner's Signature

Date

Applicant Signature

Date

PLAT APPROVAL CHECKLIST

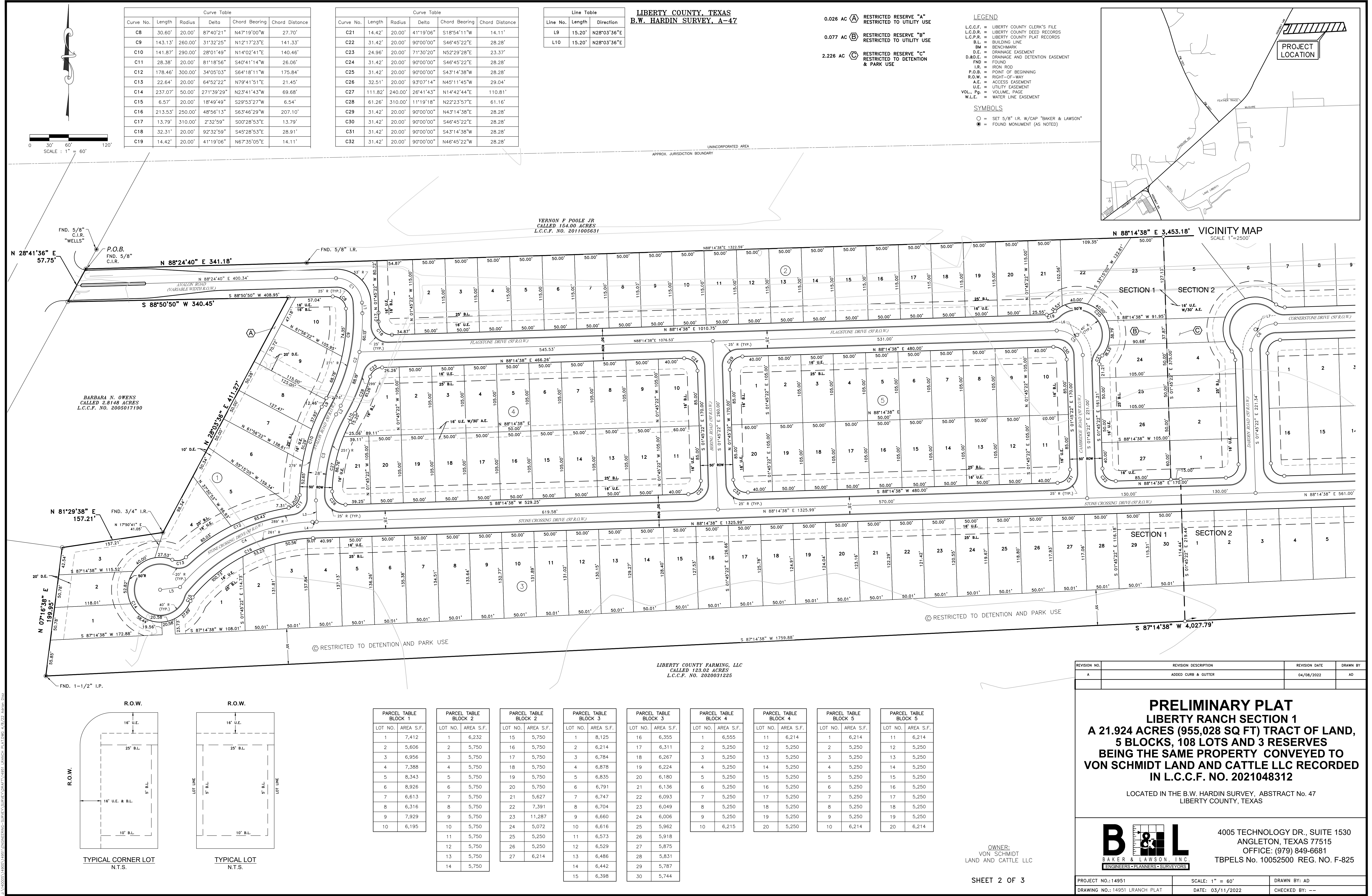
1. Title or name of plat, meridian north point, scale of map and vicinity/location map.
2. Definite legal description and identification of the tract being subdivided.
3. All block, lot and street boundary lines reference to Texas State Plane Coordinate System.
4. Building lines and easements.
5. Actual width of all streets, measured at right angles or radially, where curved, shown on map.
6. All necessary dimensions accurately displayed.
7. Names of all streets and adjoining subdivisions shown on map.
8. Flood zones and boundaries, if applicable, shown on map. Elevations for full subdivision.
9. Certificate of ownership signed, stamped and notarized.
10. Signature line for City official, and County official, approving the plat (signatures must be notarized).
11. Name, address, telephone, and fax number of engineer, surveyor, landscape architect, or land planner preparing the plat.
12. All legal restrictions and regulations placed on the approval of the plat shown clearly on map
13. All plats must conform to the city's subdivision ordinance
14. Plats must be 24 x 36 in size

FILING REQUIREMENTS

1. Three (3) copies of the plat printed on Mylar (must include original signature and stamp seal of the surveyor)
2. A tax certificate from the Liberty County Tax Office, indicating that no delinquent ad valorem taxes are owed, must be presented with the plat
3. * = Fee includes courthouse filing fee

**LIBERTY RANCH, SECTIONS 1 & 2
PRELIMINARY DEVELOPMENT SCHEDULE**

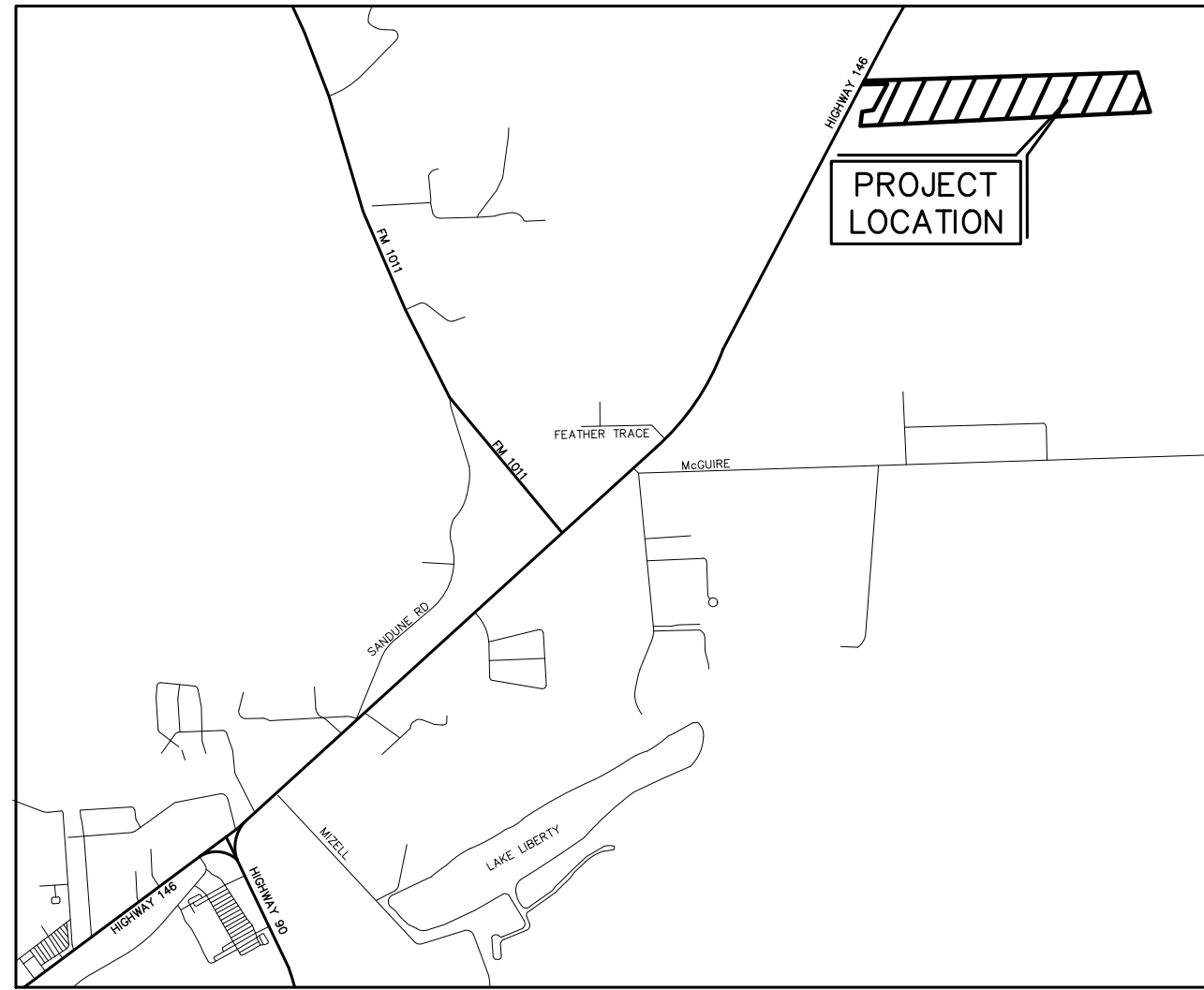
Submit Preliminary Plat for Liberty Ranch, Sections 1 and 2 to City	March 31, 2022
Receive Approval of Preliminary Plat Sections 1 & 2	April P & Z and Council Meeting
Submit Final Plat & Design Drawings- Section 1 to City for Review	June, 2022
Receive Approval from P & Z & City County – Section 1	July, 2022
Start Construction – Section 1	September 2022



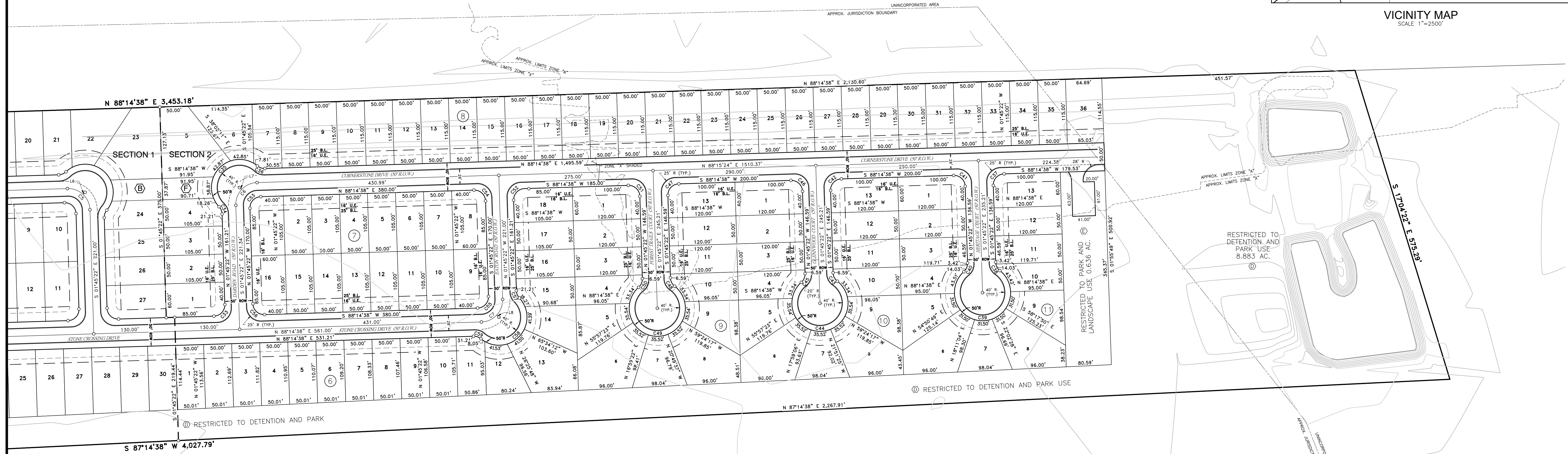
LIBERTY COUNTY, TEXAS
B.W. HARDIN SURVEY, A-47

8.883 AC (D) RESTRICTED RESERVE "D"
RESTRICTED TO DETENTION,
DRAINAGE & PARK USE
0.636 AC (E) RESTRICTED RESERVE "E"
RESTRICTED TO PARK USE
0.077 AC (F) RESTRICTED RESERVE "F"
RESTRICTED TO UTILITY USE

LEGEND
L.C.C.F. = LIBERTY COUNTY CLERK'S FILE
L.C.D.R. = LIBERTY COUNTY DEED RECORDS
L.C.P.R. = LIBERTY COUNTY PLAT RECORDS
B.M. = BENCHMARK
D.E. = DRAINAGE EASEMENT
D.&D.E. = DRAINAGE AND DETENTION EASEMENT
FND = FOUND
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
A.E. = ACCESS EASEMENT
U.E. = UTILITY EASEMENT
VOL., Pg. = VOLUME, PAGE
W.L.E. = WATER LINE EASEMENT
SYMBOLS
○ = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)

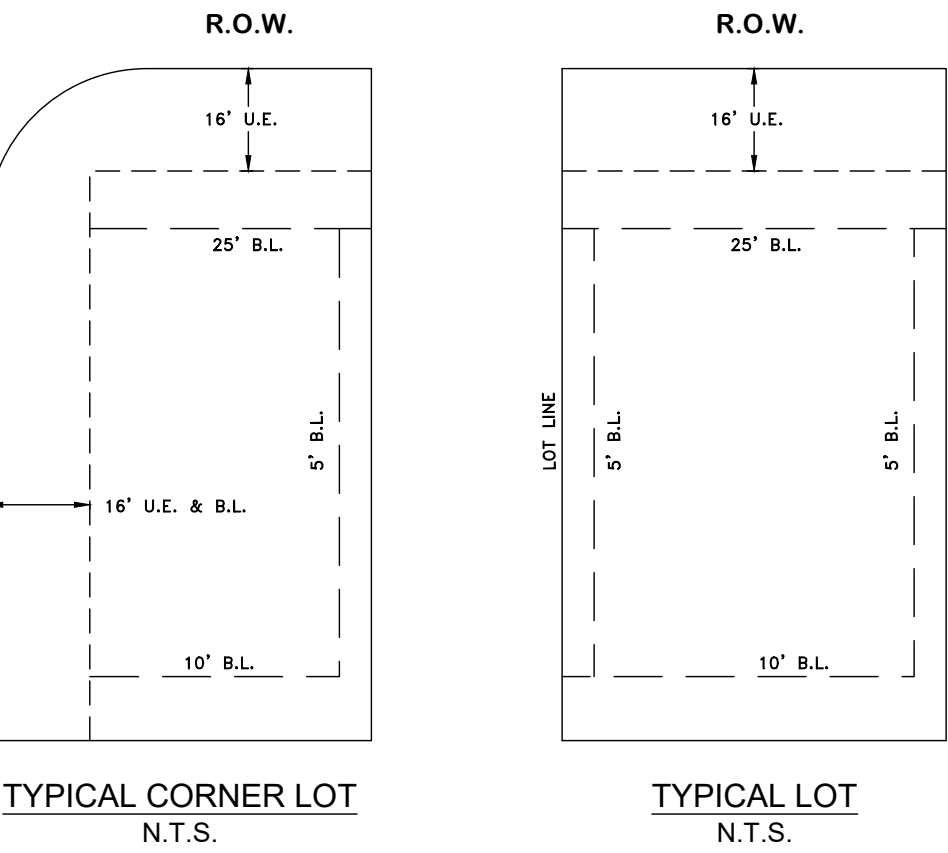


VICINITY MAP
SCALE 1"=2500'



PARCEL TABLE BLOCK 6	PARCEL TABLE BLOCK 6	PARCEL TABLE BLOCK 7	PARCEL TABLE BLOCK 7	PARCEL TABLE BLOCK 8	PARCEL TABLE BLOCK 8	PARCEL TABLE BLOCK 8	PARCEL TABLE BLOCK 8
LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.
1 5,700	10 5,307	1 6,214	9 6,214	1 6,214	10 5,750	19 5,750	28 5,750
2 5,656	11 5,284	2 5,250	10 5,250	2 5,250	11 5,750	20 5,750	29 5,750
3 5,613	12 5,329	3 5,250	11 5,250	3 5,250	12 5,750	21 5,750	30 5,750
4 5,569	13 9,602	4 5,250	12 5,250	4 5,069	13 5,750	22 5,750	31 5,750
5 5,525	14 5,698	5 5,250	13 5,250	5 11,455	14 5,750	23 5,750	32 5,750
6 5,482	15 5,069	6 5,250	14 5,250	6 7,742	15 5,750	24 5,750	33 5,750
7 5,438	16 5,250	7 5,250	15 5,250	7 5,683	16 5,750	25 5,750	34 5,750
8 5,395	17 5,250	8 6,214	16 6,214	8 5,750	17 5,750	26 5,750	35 5,750
9 5,351	18 6,214			9 5,750	18 5,750	27 5,750	36 7,444

PARCEL TABLE BLOCK 9	PARCEL TABLE BLOCK 9	PARCEL TABLE BLOCK 10	PARCEL TABLE BLOCK 10	PARCEL TABLE BLOCK 11	PARCEL TABLE BLOCK 11
LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.	LOT NO. AREA S.F.
1 7,114	8 9,418	1 7,114	8 8,930	1 7,114	8 8,781
2 6,000	9 6,568	2 6,000	9 6,568	2 6,000	9 6,497
3 6,000	10 5,470	3 6,000	10 5,470	3 6,000	10 5,223
4 5,470	11 6,000	4 5,470	11 6,000	4 5,219	11 6,000
5 6,560	12 6,000	5 6,560	12 6,000	5 6,490	12 6,000
6 9,744	13 7,114	6 9,260	13 7,114	6 9,113	13 7,114
7 6,103		7 5,607		7 5,569	



REVISION NO. A

REVISION DESCRIPTION ADDED CURB & GUTTER

REVISION DATE 04/06/2022

DRAWN BY AD

PRELIMINARY PLAT

LIBERTY RANCH SECTION 2

A 29.075 ACRES (1,266,526 SQ FT) TRACT OF LAND,

6 BLOCKS, 109 LOTS AND 3 RESERVES

BEING THE SAME PROPERTY CONVEYED TO

VON SCHMIDT LAND AND CATTLE LLC RECORDED

IN L.C.C.F. NO. 2021048312

LOCATED IN THE B.W. HARDIN SURVEY, ABSTRACT No. 47
LIBERTY COUNTY, TEXAS

B&L

BAKER & LAWSON, INC.

ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DR., SUITE 1530
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPELS No. 10052500 REG. NO. F-825

PROJECT NO.: 14951

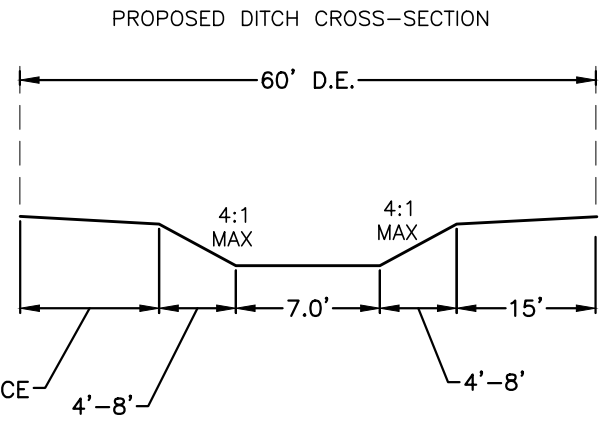
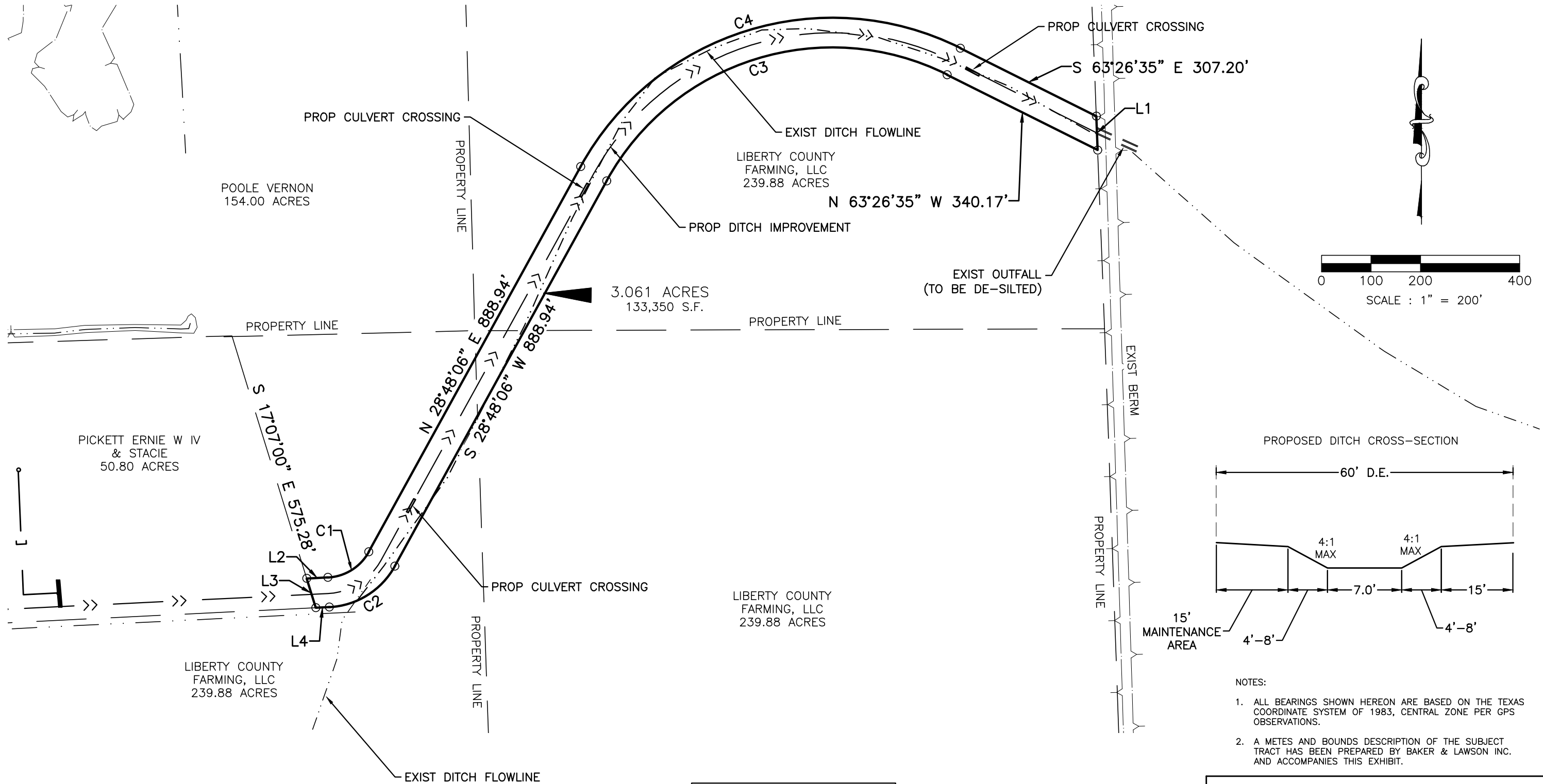
SCALE: 1" = 80'

DRAWING NO.: 14951 LRANCH PLAT

DATE: 03/11/2022

DRAWN BY: AD

CHECKED BY: --



- NOTES:
1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE PER GPS OBSERVATIONS.
 2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY BAKER & LAWSON INC. AND ACCOMPANIES THIS EXHIBIT.

CURVE TABLE					
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	101.92'	100.00'	58°23'54"	N58°00'03"E	97.57'
C2	163.08'	160.00'	58°23'54"	S58°00'03"W	156.11'
C3	796.44'	520.00'	87°45'19"	S72°40'46"W	720.85'
C4	888.34'	580.00'	87°45'19"	N72°40'46"E	804.02'

LINE TABLE		
Line No.	Length	Direction
L1	68.46'	S02°14'06"E
L2	42.65'	N87°12'00"E
L3	61.92'	N17°07'00"W
L4	27.34'	S87°12'00"W

DRIANAGE EXHIBIT

BEING A 3.061 ACRE TRACT LOCATED IN
THE B.W. HARDIN SURVEY, A-47 IN
LIBERTY COUNTY, TEXAS

B

&

L

BAKER & LAWSON, INC.

ENGINEERS • PLANNERS • SURVEYORS

Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681 · www.bakerlawson.com
Licensed Surveying Firm No. 10052500

JOB NO.: 14951	SCALE: 1"= 200'	DATE:
DWG. NO.: 14951 DE	DRAWN BY: MAS	CHK. BY:

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CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE LIBERTY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #5 FOR THE REVIEW OF DRAINAGE PLANS.

Department: Public Works

Subject: WCID #5 Interlocal Agreement

Background: The Water Control Improvement District #5 (WCID #5) and the City are responsible for regulating drainage within the City and the City's Extraterritorial Jurisdiction (ETJ). The owner of any project that adds impervious surfaces within the City or the ETJ is required to obtain approval from both entities prior to construction. Since the drainage regulations of WCID #5 and the City are almost identical, it was determined that it would be beneficial for a single entity to review all drainage plans. This would minimize the submittal of multiple applications and plans and the issuance of two permits, one from each entity. WCID #5 and the City have mutually agreed to allow the City to review drainage plans and issue permits for projects within the City with two exceptions. Those exceptions are a.) projects that drain directly or within 500 feet of a WCID #5 channel and b.) projects located within the City's ETJ and WCID #5 boundaries must be reviewed by WCID #5. Projects located within the City, and not meeting one of the two exceptions, would be required to conform to the City's Drainage Criteria Manual. A draft copy of the agreement is enclosed.

Funding Source: n/a

Staff Recommendation: Staff recommends approval of the resolution authorizing the City Manager to execute the interlocal agreement with WCID #5.

RESOLUTION

City of Liberty

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE LIBERTY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #5 FOR THE REVIEW OF DRAINAGE PLANS

WHEREAS, both the Liberty County Water Control Improvement District #5 (WCID #5) and the City of Liberty are responsible for regulating drainage within the City and the City's extraterritorial jurisdiction (ETJ); and

WHEREAS, the owner of any project that adds impervious surfaces within the City or the ETJ is required to obtain approval from both entities prior to construction; and

WHEREAS, since the drainage regulations of WCID #5 and the City are almost identical, it was determined that it would be beneficial for a single entity to review all drainage plans in order to minimize the submittal of multiple applications and plans and preventing the need for the issuance of two separate permits; and

WHEREAS, WCID #5 and the City have mutually agreed to allow the City to review drainage plans and issue permits for projects within the City with two exceptions which are outlined in the interlocal agreement; and

WHEREAS, projects located within the City's ETJ must still be reviewed by both the City and the WCID #5; and

WHEREAS, projects requiring approval by the City must conform to the City's drainage criteria manual; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Liberty to agree to an interlocal agreement with the WCID #5 regarding drainage regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby approves the Interlocal Agreement with the Liberty County Water Control Improvement District #5 attached hereto as Exhibit "A".

PASSED AND APPROVED this ____ day of _____, 2022.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary

EXHIBIT A

INTERLOCAL AGREEMENT FOR DRAINAGE CRITERIA

This agreement ("Agreement") is made and entered into between the **City of Liberty**, a home rule municipal corporation of the State of Texas ("Liberty"), acting by and through **Carl Pickett**, its duly authorized City Mayor, and the **Liberty County Water Control and Improvement District #5 ("WCID #5")**, acting by and through **James K. Leonard**, its duly authorized President, together ("Parties").

RECITALS

This Agreement is made under the authority granted to the governmental entities pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, both WCID #5 and Liberty have the authority to regulate drainage within the City of Liberty; and

WHEREAS, both Liberty and WCID #5 acknowledge that regulation of drainage is important to both Parties and the citizens, businesses and taxpayers in the City of Liberty; and

WHEREAS, both Liberty and WCID #5 agree that regulating drainage within the City of Liberty is a joint effort between Liberty and the WCID #5; and

WHEREAS, Liberty and WCID #5 have met and discussed the implementation of Drainage Criteria Manuals that include Rules and Regulations for drainage within the City of Liberty; and

WHEREAS, Liberty and WCID #5 agree that WCID #5 shall retain authority within the city's limits over drainage applications or projects which drain directly into channels under the control of WCID #5 and that WCID #5 shall issue permits, approve design standards, and inspect said projects that drain directly into the WCID #5's channels; and

WHEREAS, WCID #5 shall use the WCID #5 Drainage Criteria Manual for projects within the city's limits that drain directly into channels under the direct control of WCID #5; and

WHEREAS, Liberty and WCID #5 agree that the City of Liberty shall retain authority over all other drainage applications and projects located within the City of Liberty that do not drain directly into the channels under WCID #5's control; and

WHEREAS, Liberty shall be responsible for issuing permits, approving design standards, and inspecting all drainage projects within the City of Liberty that do not drain directly into one of the WCID #5 channels; and

WHEREAS, Liberty shall use the City of Liberty's Drainage Criteria Manual for all projects governed by the City of Liberty; and

WHEREAS, Liberty has the manpower and expertise to ensure the Rules and Regulations for drainage as contained in the City's Drainage Criteria Manual are followed; and

WHEREAS, both the City of Liberty and the WCID #5 shall have jurisdiction over drainage projects located in the City of Liberty's ETJ; and

NOW, THEREFORE, the City of Liberty contracts with the Liberty County Water Control and Improvement District # 5 for the Regulation and Enforcement of drainage within the City of Liberty and its ETJ, in exchange for consideration of the mutual covenants, promises and agreements herein expressed, the parties agree as follows:

AGREEMENT

1.

WCID #5 shall retain authority over drainage applications or projects located within the City of Liberty's city limits which drain directly into channels under the WCID #5's control. WCID #5 shall issue permits, approve designs standards, and inspect said projects that drain directly into the WCID #5's channels. WCID #5 shall use the WCID #5's Drainage Criteria Manual for all projects draining directly into a WCID #5 channel.

Except as set forth herein, the City of Liberty shall have sole authority over all other drainage applications and projects located within the City of Liberty's city limits that do not drain directly into the channels under WCID #5's control. Liberty shall be responsible for issuing permits, approving design standards, and inspecting said projects. Liberty shall use the City of Liberty's Drainage Criteria Manual for all projects governed by the City of Liberty.

Both the WCID #5 and the City of Liberty shall have dual authority over drainage applications and projects located in the City of Liberty's ETJ and on applications and projects located within the city's limits within 500 feet of a WCID #5 channel if the projects do not drain directly into the WCID #5 channel. In this situation property owners must receive permits from both the City of Liberty and the WCID #5. Both the City of Liberty and WCID #5 shall work cooperatively to decide which standards should apply in that situation.

Both parties shall provide the other party with a copy of their respective Drainage Criteria Manuals and shall notify the other party of any changes in said manuals.

2.

The term of this Agreement is for a period beginning on the date of the first signature below and ending upon termination by either Party. Either party may terminate this contract at any time upon giving 30 days written notice to the other Party.

3.

Liberty and WCID #5 covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

4.

Liberty and WCID #5 covenant that neither they nor any of their respective officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

5.

The Parties, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will any contractor hired to perform and services described herein permit its agents, employees, subcontractors or program participants to engage in such discrimination.

6.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

7.

The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a

waiver or relinquishment to any extent of Liberty's or WCID #5's right to assert or rely upon any such term or right on any future occasion.

8.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Liberty County, Texas.

9.

The governing bodies of Liberty and the WCID #5 have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies to sign this Agreement on behalf of the governing bodies.

10.

To the fullest extent permissible under Texas law, Liberty shall indemnify, defend, and hold harmless WCID #5, 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, 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 supersede 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.

11.

To the fullest extent permissible under Texas law, WCID #5 shall indemnify, defend, and hold harmless 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 WCID #5, 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 supersede 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.

12.

Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either expressed or implied.

13.

This written instrument constitutes the entire agreement by the parties hereto concerning the property and services to be transferred and performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

14.

The parties agree that this agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Liberty County, Texas, this _____ day of _____, A.D. 2021.

ATTEST:

WCID # 5

James K. Leonard
President

ATTEST:

CITY OF LIBERTY

City Secretary

Carl Pickett
Mayor, City of Libertyw

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ADOPTING THE CITY OF LIBERTY WEBSITE POLICY.

Department: Administration

Subject: Website Policy

Background: The City has recently been contacted by several groups wishing to use the City's main website to provide information that may or may not be related to the City. Currently, the City operates the main City of Liberty website, the Liberty Community Development Corporation website and other social media sites. The purpose of the proposed website policy is as follows:

- Provide a convenient and informative resource for residents, visitors, businesses, non-profit organizations, other public agencies and schools to obtain and disseminate specific information related to city government.
- Provide information and resources that contribute to the health, safety and welfare of the public.
- To employ the latest technology designed to improve customer service and communication relating to issues of interest within the City.
- To contribute to the improvement of government services, foster economic development and enhance the sense of community within the City.
- Establish and strengthen long-term partnerships between the City and individuals and entities in the public and private sectors.
- Allow users to conduct City business transactions such as utility payments, licensing and permits.

The policy also includes guidelines regarding non-public forum status, external links, external advertisements, posting of events and service marks, trademarks and copyright. Additionally, the policy includes administrative guideline sections regarding the authority of the City Manager in implementing the policy, disclaimers, no warranty or representation, notice to the City, errors, omissions, warranty and damages and indemnification. A copy of the policy is enclosed.

Funding Source: n/a

Staff Recommendation: Staff recommends approval of the resolution adopting a website policy.

RESOLUTION

City of Liberty

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ADOPTING THE CITY OF LIBERTY WEBSITE POLICY.

WHEREAS, the purpose of the City of Liberty Website Policy is to establish regulations for the development, operation, and administration of the City’s websites; and

WHEREAS, The City’s Website Policy is also intended to ensure that the City’s websites remain non-public forums and a vehicle for obtaining and disseminating certain limited information related to City business; and

WHEREAS, the City has a legitimate public interest in providing accurate and appropriate information that is limited to City-related business and wants to ensure that it has the ability to limit the use and control of the same; and

WHEREAS, the City’s Website Policy is attached hereto as Exhibit “A” and is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby adopts the City of Liberty Website Policy attached hereto as Exhibit “A” and incorporated herein.

PASSED AND APPROVED this ____ day of _____, 2022.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary

EXHIBIT A

City of Liberty Website Policy

The City of Liberty's Website Policy was initially adopted by Resolution of the City Council of the City of Liberty on _____, _____, 2022.

- 1. Purpose of Policy.** The purpose of this Policy is to establish regulations for the development, operation, and administration of the City's websites. This Policy is also intended to ensure that the City's websites remain non-public forums and a vehicle for obtaining and disseminating certain limited information related to City business. Moreover, the City has a legitimate public interest in providing accurate and appropriate information that is limited to City-related business and wants to ensure that it has the ability to limit the use and control of the same.
- 2. Purposes of City Websites.** The purposes of the City websites are as follows:
 - a. To provide a convenient and informative resource for residents, visitors, businesses, non-profit organizations, other public agencies, and schools to obtain and disseminate specific information related to City government.
 - b. To provide information and resources that contribute to the health, safety and welfare of the public.
 - c. To employ the latest technology designed to improve customer service and communication relating to issues of interest within the City.
 - d. To contribute to the improvement of City services, foster economic development, and enhance the sense of community within the City.
 - e. To establish and strengthen long-term partnerships between the City and individuals and entities in the public and private sectors.
 - f. To allow users to conduct City business transactions such as utility payments, licensing and permits.
- 3. Policy.** The City shall operate and maintain the City websites as provided in this Policy.
- 4. Definitions.** The following definitions shall apply to this Policy:
 - a. "City" shall mean the City of Liberty, Texas.
 - b. "City websites" means the official City website available at www.cityofliberty.org, the Liberty Community Development Corporation's website available at www.libertycdc.org, and any additional domain name(s) that the City acquires for official City use.
 - c. "External advertisement" is an advertisement of a product, event, service, or organization on the City websites by a third party.

- d. “External website” means a website maintained by a third party, and not by the City.
- e. “External link” is a hyperlink from the City websites to a website maintained by a third party.
- f. “User” or “Users” means an individual or individuals who access the City websites through the Internet.

5. **Non-Public Forum Status.** The City’s websites are non-public forums. While the City encourages the public to use the City websites to access information and resources, the City expressly reserves the right to impose certain restrictions on the use of its websites including, but not limited to, the limiting of content to certain City-related topics. The City websites are reserved for the exclusive control of the City for the purposes of one-way communication to users. The City websites shall not be, nor are they intended to be, used to facilitate a general debate or the free exchange of ideas. This non-public forum status does not extend to City-supported public comment platforms that are run and facilitated by private companies with the express purpose of engaging the public. However, the City’s support of public comment platforms does not change the non-public forum status of the City’s websites and is not intended to create a designated public forum.
6. **Authority of the City Manager.** The City Manager or his or her designee shall have the authority and responsibility for the implementation of this Policy. This Policy will be posted on the City’s websites for review by the public at any time.
7. **External Links.** The City has a legitimate interest in limiting persons or organizations that might be linked from the City websites. The City may exercise discretion to ensure that the External Links from the City websites are consistent with the purposes of the City websites, as set forth in Section 2. Each proposed External Link on the City websites shall be reviewed to determine its relevance and appropriateness to the purpose of the City websites. The City Manager or his or her designee shall determine whether the proposed External Link serves the purpose of the City websites, as set forth in Section 2.
8. **External Advertisements.** The City has a legitimate interest in limiting products, events, services, or organizations that might be advertised on City websites. The City may exercise discretion to ensure that any Advertisements on the City websites are consistent with the purposes of the City websites, as set forth in Section 2. Each proposed Advertisement on the City websites shall be reviewed to determine its relevance and appropriateness to the purpose of the City websites. The City Manager or his or her designee shall determine whether the proposed Advertisement serves the purpose of the City websites, as set forth in Section 2.
9. **Disclaimer of External Links and External Websites.** The information posted on the City websites includes hypertext External Links to information created and maintained by other public and/or private organizations. The City provides these links solely for the user’s information and convenience.

- a. When the user selects an External Link to an External Website, the user leaves the City websites and is subject to the privacy and security policies of the owners/sponsors of the External Website.
- b. The City does not control or guarantee the accuracy, relevance, timeliness or completeness of information contained on an External Website accessed through the City websites by External Links.
- c. The City does not endorse or recommend any third-party website, product, service, event, organization, view, or opinion.
- d. The City does not authorize the use of copyrighted materials contained on External Websites.
- e. The City is not responsible for transmissions from External Websites.

10. Final Decision. The decision to post or not post content and/or External Links or External Advertisements on the City websites resides solely with the City Manager or his or her designee. The decision of the City Manager or his or her designee is final and binding. Under no circumstances will individuals or entities be entitled to compensation or damages in the event that the City Manager or his or her designee directs the City to include or exclude the content or link.

11. Posting of Events. Information regarding community events may be posted on the City websites, so long as the posting of such information is consistent with the purpose of the City websites, as set forth in Section 2, and meets the criteria for External Links and External Advertisements, as set forth in Sections 7 and 8. While the City Manager or his or her designee may consider suggestions of events to post on the City websites, the decision of the City manager or his or her designee is final and binding.

12. No Warranty or Representation. The City's web servers are maintained to provide public access to City information via the Internet. The City's web services and the content of its web servers and databases are updated on a continual basis. While the City attempts to maintain the information on the City's websites as accurate and timely, the City does not warrant or make representations or endorsements as to the quality, content, accuracy, or completeness of the information, text, graphics, hyperlinks, and other items contained on its server or any other server. Materials on the City websites have been compiled from a variety of sources and are subject to change without notice from the City as a result of updates and corrections.

13. Service Marks, Trademarks and Copyright. To the extent allowed by the Public Information Act and otherwise legally permissible, commercial use of web materials is prohibited without the written permission of the City. All service marks and trademarks mentioned herein are the property of their respective owners. The City retains copyright on the City Seal, City Logo, all text, graphic images, and other content, unless otherwise noted. No person or entity may use the City Seal or City Logo without approval of the City Manager or his or her designee. No person or entity shall engage in any of the following conduct without written permission from the City Manager or his

or her designee: a) modify and or use the text, images or other City websites content from a web server; b) distribute the City's web content; and c) "mirror" the City's information on a non-City server.

Material made available via the City's website are property of the City of Liberty and intended for informational purposes only. Any re-use, transmission, duplication, or distribution of any material found on an official City of Liberty website must be clearly attributed to the City of Liberty. Commercial uses of copyrighted materials found on a City website is expressly prohibited without express written consent of the City of Liberty. Any and all trademarked or copyrighted logos or taglines may not be used for any non- governmental purpose.

14. Notice to the City. Communications through the City websites, by e-mail or otherwise, shall in no way be deemed to constitute legal notice to the City of Liberty or any of its agencies, officers, employees, agents, attorneys, or representatives, with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents, or representatives. No communication through the City websites shall be deemed to constitute legal or official notice for any purpose.

15. Errors, Omissions, Warranty, Damages. The City of Liberty is neither responsible nor liable for any viruses or other contamination of a user's system due to access of the City websites, nor for any delays, inaccuracies, errors or omissions arising out of the user's access of the City websites or with respect to the material contained on the City websites, including without limitation, any material posted on the City websites. The City websites and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the City websites and/or the materials contained on the City websites, whether the materials contained on the City websites are provided by the City of Liberty or a third party.

16. Indemnification. To the extent permitted by applicable law, by using the City websites, the user agrees to defend, indemnify, and hold harmless the City of Liberty, its agencies, officers, employees, representatives, and agents from and against all claims and expenses, including attorney's fees, arising out of the user's use of the City websites or materials and information contained on the City websites.

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE 2019 INFRASTRUCTURE COMPETITION WITH THE TEXAS GENERAL LAND OFFICE.

Department: Administration

Subject: GLO 2019 Infrastructure Competition Grant Application.

Background: The Texas General Land Office (GLO) will begin accepting applications for the 2019 Infrastructure Competition. Eligible applicants, for the approximate \$61.43 million dollars in grant funds, are cities and counties within a ten (10) county area located in the Valley and Southeast Texas. The grant will provide disaster relief, long-term recovery and restoration of infrastructure for local communities. The grant applications must have a total proposed cost between \$250,000 to \$1 million. The GLO recognizes that as a part of a comprehensive long-term recovery program, the repair and enhancement of local infrastructure are crucial components. If successful in receiving the grant, the City will use the grant proceeds to partially fund improvements to the water and sanitary sewer system in the Minglewood area. The water and sanitary sewer improvements in this area are anticipated to cost approximately \$2.2 million.

Funding Source: Revenues from Certificates of Obligation will be used for the City's matching funds. The CO's will be repaid through water and wastewater revenue.

Staff Recommendation: Staff recommends approval of the resolution authorizing the City Manager to submit a grant application to the Texas GLO for the 2019 Infrastructure Competition.

RESOLUTION

City of Liberty

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE 2019 INFRASTRUCTURE COMPETITION WITH THE TEXAS GENERAL LAND OFFICE.

WHEREAS, the Texas General Land Office (GLO) will begin accepting applications for the 2019 Infrastructure Competition; and

WHEREAS, eligible applicants for the approximately \$61.43 million dollars in grant funds are cities and counties within a ten (10) county area located in the Valley and Southeast Texas; and

WHEREAS, the grant will provide disaster relief, long-term recovery and restoration of infrastructure for local communities; and

WHEREAS, the grant applications must have a total proposed cost between \$250,000 to \$1 million; and

WHEREAS, the GLO recognizes that as a part of a comprehensive long-term recovery program, the repair and enhancement of local infrastructure are crucial components; and

WHEREAS, if successful in receiving the grant, the City will use the grant proceeds to partially fund improvements to the water and sanitary sewer system in the Minglewood area; and

WHEREAS, the water and sanitary sewer improvements in this area are anticipated to cost approximately \$2.2 million

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby authorizes the City Manager to submit a grant application for the 2019 Infrastructure Competition with the Texas General Land Office.

PASSED AND APPROVED this ____ day of _____, 2022.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Discussion of proposed City Council Agenda Presentation & Meeting Decorum Policy

Department: Administration

Subject: City Council Agenda Preparation and Decorum Policy

Background: The City Council does not currently have a policy regarding who and how an item may be placed on a City Council Agenda. Additionally, there are no guidelines or procedures dealing with public participation during the meeting, other than just signing up to speak during the Public Comment section of the agenda. A draft copy of a proposed City Council Agenda Preparation and Decorum Policy is enclosed as a starting point for City Council to begin discussions regarding the implementation of a policy.

Funding Source: n/a

Staff Recommendation: n/a

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Texas Government Code §551.072 - Deliberation Regarding Real Property

Discussion regarding the possible purchase and/or sale of property.

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.

Discussion regarding economic development negotiations.

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Texas Government Code §551.071 - Private Consultation with Attorney

Discussion with attorney regarding contemplated/pending litigation and/or regarding matters protected by the attorney/client privilege.

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Texas Government Code §551.074 - Personnel Matters.

Discussion regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public office or employee.

Municipal Court Judge

LCDC Board Members

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Consider and take action on real estate matters discussed in executive session

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Consider and take possible action on legal matters discussed in executive session.

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation:

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: April 26, 2022

Agenda Wording: Consider and take possible action on employment matters related to the Municipal Court Judge

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation: