



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, April 8, 2008

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

6:00 PM Meeting called to order on April 8, 2008 at City Council Chambers, 1829 Sam Houston, Liberty, TX.

Attendee Name	Present	Absent	Late	Arrival
Mayor Carl Pickett	..	..	..	
Councilperson Dennis Beasley	..	..	..	
Councilperson Diane Huddleston	..	..	..	
Councilperson Mike McCarty	..	..	..	
Councilperson Charles McGuire	..	..	..	
Councilperson Al Simonson	..	..	..	
Councilperson Louie Potetz	..	..	..	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

V. PRESENTATIONS / REPORTS

A. Information Items

1. Information Item 2008-11

Appointments to the Planning & Zoning Commission

2. Information Item 2008-12

March Power Outages

3. Information Item 2008-13

Airport Advisory Board

4. Information Item 2008-14

Financial Report

5. Information Item 2008-15

Recycling Report

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.

A. Minutes Approval

1. Tuesday, March 11, 2008

2. Tuesday, April 01, 2008

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2008-1

Consider Approval of the Final Re-Plat of the Park North Subdivision.

- Attachment #1 - Park North Subdivision (PDF)

2. Council Action 2008-2

Consider Approval of the Final Re-Plat of the Brooklyn Subdivision.

- Attachment #2 - Brooklyn Subdivision (PDF)

3. Council Action 2008-3

Consider Approval of Contract Negotiation with Liberty ISD Regarding a School Resource Officer.

- Attachment #3 - SRO Cost Analysis 012808 (XLSX)

4. Council Action 2008-4

Consider Approval of a Lease Agreement with Key Energy Services LLC for Property Located at 512 Highway 90.

- Attachment #4 - Key Energy Lease (PDF)

5. Council Action 2008-5

Consider Approval of a Proposal From the Waters Consulting Group, Inc. for Ar Compensation and Classification Study.

- Attachment #5 - Waters Proposal (PDF)

6. Council Action 2008-6

Consider Revising the City's Telecommunications Access Line Rates.

- Attachment #6 - Telecommunications Right of Way (PDF)

7. Ordinance 2008-4

Consider Adoption of a Flood Damage Prevention Plan for the City of Liberty.

VIII. COUNCIL MEAL

IX. ADJOURNMENT

Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 2nd day of April, 2008 at 5:30 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 _____, 2008.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Administration
Category: Board Appointments & Information

INFORMATION ITEM 2008-11

DOC ID: 1065

Appointments to the Planning & Zoning Commission

Appointments to the Planning & Zoning Commission will be made at the Council Meeting of May 13th. This notification serves as a reminder so that you may have time to consider qualified individuals to serve on this board. City Charter states that the council shall appoint qualified voters of the City for three-year terms. Those members whose term expires are Shelli Ellerbe and David Arnold.

P & Z Alternate Member Kim Anderson was appointed to replace Louie Potetz on this board when Mr. Potetz was appointed to City Council. This leaves P & Z with no alternate members. Charter states that Council may, if it so desires, appoint two (2) additional members who shall be designated as alternate members in case any regular member is absent or unable to serve. Council may also want to consider the appointment of alternate members along with the two regular appointments.

FYI - Current P & Z Members:

Shelli Ellerbe
Bill Takach
Larry Wagnon

David Arnold
Kim Anderson

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Electric
Category: Reports

INFORMATION ITEM 2008-12

DOC ID: 1061

March Power Outages

Electric Department Supervisor Randy Wiggins will be present to report on power outages during the month of March, 2008.

From March 6th to March 17th we experienced large power outages on the North side of Liberty. Virtually 99% of the outages occurred on that side of town. From Liberty Middle School and parts of the North Heights area, all the way out to our North Water Plant--Brookshire Bros., Jefferson Square Shopping Center, Chili's, Wal-mart, Jack-in-the-Box, Pizza Hut and all customers on the 146 bypass and on North Main Street, including Forest Hills and Ridgewood Subdivisions.

The number one factor for these outages was extremely high winds. However, what complicated matters even worse was that we also experienced unusual trouble with our feeder breakers #2 and #3 inside our Beaumont substation. On March 6th Breaker #2 was shutting down due to a limb lying across power lines in the back end of Featherstone subdivision. This should not have occurred because we have 2 separate sets of isolation fuses that should have blown instead of the feeder breaker. On March 16th very strong winds caused breaker #3 to shut down. After riding out the feeder thoroughly we could not find anything on the line or any reason for the breaker to trip. So we decided to energize the line. Upon turning it on, breaker #3 caught on fire internally, burning up internal parts, which put it completely out of service. And now I'm pulling my hair out. So now I transfer the load that was on breaker #3 to breaker #2. Ultimately we finally located the exact reason for the outage which started this event. Our power lines were being slapped together by very strong winds near Jack-in-the-Box. We tightened up these lines and have not experienced any more major problems. We also had breaker #3 repaired it is back in operation. And we are having Nowlin & Associates check the trip settings for breaker #2.

Randy Wiggins



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM 2008-13

DOC ID: 1073 A

Airport Advisory Board

EXPLANATION:

Airport Advisory Board Member Linda Ely will make a short presentation regarding airport related issues.

Dianne Tidwell

<u>Liberty Airport Advisory Committee Recommendations</u>	<u>Est. Cost</u>
1. The Committee requests the appointment of Dale Clawson to fill the vacancy left last year by Rick McGuire. Mr. Clawson and his wife are very active in the community, and share a strong passion for aviation.	\$0
2. The Committee recommends formation of a Joint Airport Zoning Board with Liberty County Commissioners for purpose of enacting Height Hazard Zoning consistent with instrument approaches. All information necessary for forming the Joint Airport Zoning Board was previously provided to Council in November, 2007. Essentially, TXDOT requires this item be given top priority in order for future funding to continue. Absent the protection of the air space with up-to-date height hazard zoning, TXDOT will not be interested in investing more grant money in the airport. As explained in November, the JAZB is formed because part of the air space to be protected overlies county land. Therefore, a board is first formed by the City, appointing two members from the City and two from the County, and one other. The Board then enacts Height Hazard Zoning according to TXDOT/FAA Specs. All information, including graphics, is in the packet provided in November, 2007.	\$0
3. The Committee recommends the City effect a drainage solution in accordance with TXDOT Wetlands report. No point in planning building on airport property until the wetlands issue is resolved and there is adequate drainage.	\$____
4. The Committee recommends creation of an Airport Master Plan. This is also a requirement for developing the airport using TXDOT funds, however, it is possible to begin with an informal Plan until the funds are budgeted for a formal Plan.	\$0 for informal; \$5,000 (10%) for formal
5. The Committee recommends the City repeal the Ordinance of 9% gross tax on businesses operating on the Airport with proper authorization. Currently, no legitimate businesses are attracted to the airport, partially due to a City Ordinance requiring a 9% tax on	\$0

gross sales of a business.

6. The Committee recommends the City begin seeking additional sources of funding, such as HGAC, LCDC, and other grants available. \$0

7. The Committee recommends adoption of Airport Rules and Regulations and Commercial Minimum Operating Standards. These were previously provided in the information packet in November, 2007. \$0

Linda Street-Ely
April, 2008

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-14

DOC ID: 1071

Financial Report

A handout will be provided at the meeting.

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-15

DOC ID: 1072

Recycling Report

Councilperson Huddleston will report on working towards a permanent recycling drop-off facility and related recycling issues.

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Inspection
Category: Plats

**SCHEDULED
COUNCIL ACTION 2008-1**

DOC ID: 1067

Discussion:**EXPLANATION:**

Mr. Lonnie Shivers has presented a Final Re-Plat of the proposed Park North Subdivision. Mr. Shivers is re-platting the subdivision to move an existing lot line for future development. Currently, Mr. and Mrs. Gene Best are building a home on lot two and the driveway will encroach on the setback lines as they are currently platted. Moving the lot line, will allow the proper setbacks and prevent any potential problems when the home goes through the final mortgage and title closing. The property was platted a number of years back as the Park North Subdivision which allowed it to be presented in the short form format. The plat was presented to the Planning and Zoning Commission on March 26, 2008, and was approved as platted.

The plat does comply with the City's Subdivision Ordinance and Comprehensive Plan, therefore it is recommended the plat be approved with no changes.

Candice Parker

ATTACHMENTS:

- Attachment #1 - Park North Subdivision (PDF)

Consider Approval of the Final Re-Plat of the Park North Subdivision.

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**CITY OF LIBERTY
PLANNING COMMISSION'S
CERTIFICATION**

RE: **Final Plat of Park North Subdivision**

Subdivision Name

On the **26th** day of **March, 2008**, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration of the plat of the above-named proposed subdivision was placed on the agenda of such meeting.

The Planning Commission, after reviewing all materials, evidence, documents and recommendations submitted in connection with the above-named plat does herein certify:

☒

the Planning Commission has reviewed the above-named plat and all other materials and evidence submitted in connection therewith; and

hereby recommends the City Council take the following action:

☒

conditionally approve the above named plat.

☐

disapprove the above-named plat for the following reasons:

☐

conditionally approve the above-named plat, with the following modifications, to-wit: _____

SIGNED this the 26th day of March, 2008.

Shelli Ellerbe
Chairperson
Planning Committee

ATTEST

[Signature]
Planning Committee

Attachment # 1: Park North Subdivision (CA-2008-1 : Park North Subdivision Plat)

**CITY OF LIBERTY
ADMINISTRATOR'S/CITY INSPECTOR'S/
PLANNING DIRECTOR'S
RECOMMENDATION TO PLANNING COMMISSION**

RE: **Final Re-Plat of the Park North Subdivision**
Subdivision Name

The City Staff, by and through its Administrator/City Inspector/Planning Director, does herein aggregate the preliminary plat of the above proposed subdivision and the attached accompanying data and refers same to the City of Liberty Planning Commission with the following recommendations as to modifications, additions or alterations of such plat and/or data:

☒ No recommendations as to modifications, additions or alterations.

-or-

☐ The following recommendations, modifications, additions or alterations:

SIGNED this the 7th day of March, 2008.


Administrator/City Inspector, Planning Director

Attachment # 1: Park North Subdivision (CA-2008-1 : Park North Subdivision Plat)

**CITY OF LIBERTY
ADMINISTRATOR'S/CITY INSPECTOR'S
PROPOSED SUBDIVISION PLAT APPROVAL CHECKLIST**

RE: **Final Re-Plat of the Park North Subdivision**

- ✓ A. Preliminary Conference with: Lonnie Shivers
- ✓ B. Date conference held: March 7, 2008
- ✓ C. Plat Filing: Final - Park North
 Date filed: March 7, 2008
 Fee Amount Paid: \$ To be billed
- D. Plat Checklist (initial and date or ditto for approval)
- CS 1. Proposed name of the subdivision, which shall not have the same spelling or be pronounced similar to the name of any other subdivision currently located within the City or within the extraterritorial jurisdiction of the City.
- CS 2. Names and land use of contiguous subdivisions, and the owners of contiguous parcels of unsubdivided land, and a statement with appropriate references as to whether or not contiguous properties are platted and how they are used.
- CS 3. Description, by metes and bounds, of the subdivision boundaries.
- CS 4. Primary control point locations shown. Descriptions and ties to such control points from which all dimensions, angles, bearings, block numbers, and similar data are referenced and shown.
- CS 5. Subdivision boundary lines indicated by heavy lines; the acreage of the subdivision shown.
- CS 6. Existing conditions as follows:
CS (1) The exact location, dimensions, name and description of all existing and/or recorded streets, alleys, reservations, easements, or other

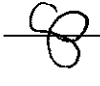
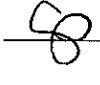
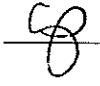
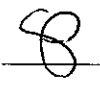
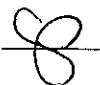
Attachment # 1: Park North Subdivision (CA-2008-1 : Park North Subdivision Plat)

public right-of-way (including both public and private utility lines) within the subdivision, intersecting or contiguous with its boundaries or forming such boundaries;

_____ (2) The exact location, dimensions, description, and flow line of existing water courses and drainage structures within the subdivision or on contiguous tracts;

_____ (3) Proposed land use of each subdivided parcel;

_____ (4) Flood hazard areas and explanatory notes.

-  7. The exact location, dimensions, description, and name of all proposed streets, street grades and cross sections, alleys, drainage structures, parks, other public area, reservation, easements or other rights-of-way, blocks, lots and other sites within the subdivision.
-  8. Date of preparation; actual and graphic scale of plat; and north arrow.
-  9. Draft of proposed restrictive covenants (if any) to be imposed; areas subject to special restrictions described and mapped.
-  10. A number or letter to identify each lot or site on each block.
-  11. Building setback lines on fronts of all lots and sites. Side yard building setbacks lines at street intersections and crosswalk ways.
-  12. Topographic information shall include contour lines on a basis of: Five (5) vertical feet in terrain with a slope of two (2) percent or more; on (1) vertical foot in terrain with a slope of less than one (1) percent.
-  13. Proposed fill or other structure-elevating techniques, levees, channel modifications, and other methods to overcome flood or erosions related hazards.
-  14. Designation of all land to be reserved or dedicated for open space or recreational use.
-  15. Vicinity sketch or map, at some appropriate scale, which clearly shows existing subdivisions, street easements, right-of-way, parks and public facilities

of water, and possible storm sewer, water, gas, electric, and sanitary sewer connections by owner.

CB 16. Soil information.

CB

E. Preliminary plat conforms with the Most Current Adopted Comprehensive Plan.

F. Approval of City Staff

1. The Engineering Department:

- ☒ a. Drainage
- ☒ b. Street layout and proposed street grades
- ☒ c. Type of paving
- ☒ d. Boundary Lines
- ☒ e. Monuments and Bench marks
- ☒ f. Location and size of alleys
- ☒ g. Availability of adequate water and sewer mains to the subdivision.
- ☒ h. Water system layout and fire hydrant locations.
- ☒ i. Sanitary sewer easements.
- ☒ j. Soil conditions.

2. The Building Inspector:

- ☒ a. Occupancy regulations and requirements
- ☒ b. Building lines and setback requirements.
- ☒ c. Lot and block numbers.
- ☒ d. Street numbering layout.
- ☒ e. Street names.

3. Fire Marshall:

- ☒ a. Fire code regulations and requirements.

4. Electric Power Department:

- ☒ a. System layout and requirements.
- ☒ b. Code regulations and requirements.

G. Comments:

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Inspection
Category: Plats

**SCHEDULED
COUNCIL ACTION 2008-2**

DOC ID: 1068

Discussion:**EXPLANATION:**

Mr. Frank Davis has presented a Final Re-plat of the Brooklyn Subdivision. The property he is subdividing is located at the corner of Cos Street and Austin Street. Currently, the property is cut out of one of the historic Inner Blocks which allows the plat to be presented in the short form format. The lot is made up of two tracts, one of which has the proper footage to accommodate a single family dwelling and one that does not have the proper footage. Mr. Davis wishes to move the center property line from an east and west center dividing lot line to a north and south dividing lot line in order to provide adequate footage to accommodate two potential future dwellings. The plat was presented to the Planning and Zoning Commission on March 26, 2008, and was approved as platted.

The plat does comply with the City's Subdivision Ordinance and Comprehensive Plan, therefore it is recommended the plat be approved with no changes.

Candice Parker

ATTACHMENTS:

- Attachment #2 - Brooklyn Subdivision (PDF)

Consider Approval of the Final Re-Plat of the Brooklyn Subdivision.

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**CITY OF LIBERTY
PLANNING COMMISSION'S
CERTIFICATION**

RE: **Final Plat of Brooklyn Subdivision**

Subdivision Name

On the **26th** day of **March, 2008**, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration of the plat of the above-named proposed subdivision was placed on the agenda of such meeting.

The Planning Commission, after reviewing all materials, evidence, documents and recommendations submitted in connection with the above-named plat does herein certify:

✓

the Planning Commission has reviewed the above-named plat and all other materials and evidence submitted in connection therewith; and

hereby recommends the City Council take the following action:

✓

conditionally approve the above named plat.

disapprove the above-named plat for the following reasons:

conditionally approve the above-named plat, with the following modifications, to-wit: _____

SIGNED this the 26th day of March, 2008.

Shelli Ellerbe
Chairperson
Planning Committee

ATTEST:

David Arnold
Planning Committee

Attachment # 2: Brooklyn Subdivision (CA-2008-2 : Brooklyn Subdivision)

**CITY OF LIBERTY
ADMINISTRATOR'S/CITY INSPECTOR'S/
PLANNING DIRECTOR'S
RECOMMENDATION TO PLANNING COMMISSION**

RE: **Final Re-Plat of the Brooklyn Subdivision**
Subdivision Name

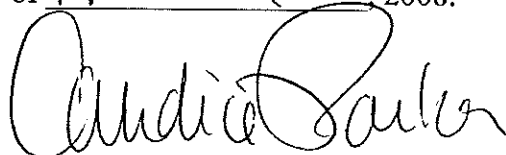
The City Staff, by and through its Administrator/City Inspector/Planning Director, does herein aggregate the preliminary plat of the above proposed subdivision and the attached accompanying data and refers same to the City of Liberty Planning Commission with the following recommendations as to modifications, additions or alterations of such plat and/or data:

☒ No recommendations as to modifications, additions or alterations.

-or-

☐ The following recommendations, modifications, additions or alterations:

SIGNED this the 11th day of March 2008.



Administrator/City Inspector, Planning Director

Attachment # 2: Brooklyn Subdivision (CA-2008-2 : Brooklyn Subdivision)

**CITY OF LIBERTY
ADMINISTRATOR'S/CITY INSPECTOR'S
PROPOSED SUBDIVISION PLAT APPROVAL CHECKLIST**

RE: **Final Re-Plat of the Brooklyn Subdivision**

- ✓ A. Preliminary Conference with: Frank Davis
- ✓ B. Date conference held: March 11, 2008
- ✓ C. Plat Filing: Final - Brooklyn Subdivision
Date filed: March 11, 2008
Fee Amount Paid: \$ To be billed
- D. Plat Checklist (initial and date or ditto for approval)
- CS 1. Proposed name of the subdivision, which shall not have the same spelling or be pronounced similar to the name of any other subdivision currently located within the City or within the extraterritorial jurisdiction of the City.
- CS 2. Names and land use of contiguous subdivisions, and the owners of contiguous parcels of unsubdivided land, and a statement with appropriate references as to whether or not contiguous properties are platted and how they are used.
- CS 3. Description, by metes and bounds, of the subdivision boundaries.
- CS 4. Primary control point locations shown. Descriptions and ties to such control points from which all dimensions, angles, bearings, block numbers, and similar data are referenced and shown.
- CS 5. Subdivision boundary lines indicated by heavy lines; the acreage of the subdivision shown.
- CS 6. Existing conditions as follows:
CS (1) The exact location, dimensions, name and description of all existing and/or recorded streets, alleys, reservations, easements, or other

Attachment # 2: Brooklyn Subdivision (CA-2008-2 : Brooklyn Subdivision)

public right-of-way (including both public and private utility lines) within the subdivision, intersecting or contiguous with its boundaries or forming such boundaries;

8 (2) The exact location, dimensions, description, and flow line of existing water courses and drainage structures within the subdivision or on contiguous tracts;

8 (3) Proposed land use of each subdivided parcel;

8 (4) Flood hazard areas and explanatory notes.

8 7. The exact location, dimensions, description, and name of all proposed streets, street grades and cross sections, alleys, drainage structures, parks, other public area, reservation, easements or other rights-of-way, blocks, lots and other sites within the subdivision.

8 8. Date of preparation; actual and graphic scale of plat; and north arrow.

8 9. Draft of proposed restrictive covenants (if any) to be imposed; areas subject to special restrictions described and mapped.

8 10. A number or letter to identify each lot or site on each block.

8 11. Building setback lines on fronts of all lots and sites. Side yard building setbacks lines at street intersections and crosswalk ways.

8 12. Topographic information shall include contour lines on a basis of: Five (5) vertical feet in terrain with a slope of two (2) percent or more; on (1) vertical foot in terrain with a slope of less than one (1) percent.

8 13. Proposed fill or other structure-elevating techniques, levees, channel modifications, and other methods to overcome flood or erosions related hazards.

8 14. Designation of all land to be reserved or dedicated for open space or recreational use.

8 15. Vicinity sketch or map, at some appropriate scale, which clearly shows existing subdivisions, street easements, right-of-way, parks and public facilities

of water, and possible storm sewer, water, gas, electric, and sanitary sewer connections by owner.

sf

sf

16. Soil information.

E. Preliminary plat conforms with the Most Current Adopted Comprehensive Plan.

F. Approval of City Staff

1. The Engineering Department:

- ☒ a. Drainage
- ☒ b. Street layout and proposed street grades
- ☒ c. Type of paving
- ☒ d. Boundary Lines
- ☒ e. Monuments and Bench marks
- ☒ f. Location and size of alleys
- ☒ g. Availability of adequate water and sewer mains to the subdivision.
- ☒ h. Water system layout and fire hydrant locations.
- ☒ i. Sanitary sewer easements.
- ☒ j. Soil conditions.

2. The Building Inspector:

- ☒ a. Occupancy regulations and requirements
- ☒ b. Building lines and setback requirements.
- ☒ c. Lot and block numbers.
- ☒ d. Street numbering layout.
- ☒ e. Street names.

3. Fire Marshall:

- ☒ a. Fire code regulations and requirements.

4. Electric Power Department:

- ☒ a. System layout and requirements.
- ☒ b. Code regulations and requirements.

G. Comments:

Packet Pg. 25

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Police
Category: Agreements

**SCHEDULED
COUNCIL ACTION 2008-3**

DOC ID: 1063

Discussion:**EXPLANATION:**

I recently entered into discussions with the Liberty Independent School District (LISD) Board, regarding the possibility of the Liberty Police Department providing a School Resource Officer (SRO) for the District. I attended the January 2008 School Board meeting to discuss this matter with the full panel. At this meeting, I explained the benefits and financial costs of such a program.

BENEFITS

The School Resource Officer (SRO) program essentially consists of a police officer, employed by the Liberty Police Department, whose assigned duties allow him/her to be ever-present in the schools, throughout the school year.

In addition to providing a positive police presence, the SRO would handle all police related incidents within the school district, which would allow current resources to be better utilized patrolling the streets and remaining available to respond to calls for police service. Calls to the Middle School and High School are occurring on an ever-increasing basis. Since the beginning of the 2005 school year, the Liberty Police Department has responded to over 200 such calls, so the demand certainly exists.

The SRO may also be used to provide instruction to school district students and employees on a variety of crime prevention and security related topics.

FINANCIAL IMPACT

Since the officer would be assigned to the school district for nine (9) months of the year, the typical financial arrangement is a 75/25 split of the cost of this officer, with the school district paying 75%. Once the school year concludes and the summer break begins, the officer reverts to the normal duties of a Liberty Police Officer.

The first year cost of establishing an SRO program is projected to be approximately \$69,000.00. The cost of subsequent years is estimated at approximately \$67,000.00, based on current pay scales.

Please see attachment.

ATTACHMENTS:

- Attachment #3 - SRO Cost Analysis 012808 (XLSX)

**Consider Approval of Contract Negotiation with Liberty ISD Regarding a School
Resource Officer.**

School Resource Officer

Cost Analysis

Option 1

75%/25% split of Salary & Benefits

	Hrly	Annual
Salary	17.67	38,591.28
Ins		14,600.00
SSAN	7.65%	2,952.23
W/Comp	5.28%	2,037.62
TMRS	10.18%	3,928.59
Unemp	5%	1,929.56
<u>Total</u>		64,039.29
LISD	75%	48,029.47
LPD	25%	16,009.82
Addl costs		
Uniform		2,100.00
Vehicle		-
G/T/O		3,000.00
Training		300.00
LPD Total		21,409.82

Option 2

75%/25% split of Total Cost

	Hrly	Annual
Salary	17.67	38,591.28
Ins		14,600.00
SSAN	7.65%	2,952.23
W/Comp	5.28%	2,037.62
TMRS	10.18%	3,928.59
Unemp	5%	1,929.56
Uniform		2,100.00
Vehicle		-
G/T/O		3,000.00
Training		300.00
Total		69,439.29
LISD Total		52,079.47
LPD Total		17,359.82
Diff		4,050.00

Option 3

	year 1	year 2	year 3	total	
LISD	50,000.00	50,000.00	50,000.00	150,000.00	74%
LPD	19,439.29	17,339.29	17,339.29	54,117.87	26%
				204,117.87	100%

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Administration
Category: Agreements

**SCHEDULED
COUNCIL ACTION 2008-4**

DOC ID: 1064 A

Discussion:

EXPLANATION: The City of Liberty owns the property at 512 Highway 90 and has leased that property to Key Energy for several years. The current lease agreement terminated in 2005, however Key Energy continued paying a monthly lease of \$2,609.00. The City discovered in October 2007 that the lease agreement had expired in 2005 and made Key Energy aware of that fact where upon negotiations were started to create a new lease agreement.

Key Energy submitted a new lease to the City Manager for consideration. The City Manager engaged Lee Realty to prepare a lease market value study to determine a fair lease payment for the property. The study was conducted and determined a fair value of \$2,609.00 per month which was consistent with the previous monthly lease payment.

The City Attorney reviewed the draft lease agreement provided by Key Energy and suggested some changes that be made. The final agreement above is the result the negotiation between Key Energy and the City of Liberty.

Staff recommends approval of the lease agreement.

ATTACHMENTS:

- Attachment #4 - Key Energy Lease (PDF)

**Consider Approval of a Lease Agreement with Key Energy Services LLC for Property
Located at 512 Highway 90.**

LEASE

THIS LEASE is made and entered into the 8th day of April, 2008, by and between **CITY OF LIBERTY** (hereinafter referred to as "**Landlord**"), and **KEY ENERGY SERVICES, LLC** (hereinafter referred to as "**Tenant**").

1. Demised Premises. Landlord is the owner of certain real property, with improvements located thereon, commonly known as 512 Highway 90, Liberty, Liberty County, Texas, as more particularly described on *Exhibit A* attached hereto and made a part hereof for all purposes (the "**Leased Property**"). Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord and Leased Property.

2. Term. The term of this Lease shall be for a period of five (5) year(s) (the "**Lease Term**"), beginning effective on the 8th day of April, 2008, and terminating at midnight on the 7th day of April, 2012 (the "**Expiration Date**"), unless extended or terminated earlier as elsewhere herein provided. Landlord further grants unto Tenant one (1) option(s) to renew this lease for terms of five (5) years (the "**Renewal Term**"), commencing on the day after the Expiration Date or upon the expiration of the first Renew Term (the "**Renewal Date**"), and ending each Renewal Term, Tenant must provide written notice to Landlord at least thirty (30) days prior to the Expiration Date or the expiration of the first Renewal Term, as the case may be. In the event Tenant exercises this option, unless otherwise agreed, all the provisions of this Lease shall continue in force and effect, with the exception of the Rent, which shall be increased or decreased on each Renewal Date in an amount equal to the increase or decrease in the Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics for the Texas area between the Index as last published immediately preceding the commencement of this Lease and the Index last published closest to the Renewal Date.

3. Rent. Tenant shall pay to Landlord, as the rent (the "**Rent**") during the Lease Term the sum of THIRTY-ONE THOUSAND THREE HUNDRED AND EIGHT AND NO/100 DOLLARS (\$31,308.00) per annum, payable in twelve (12) monthly installments of TWO THOUSAND SIX HUNDRED NINE AND NO/100 DOLLARS (\$2,609.00) per month. The Rent shall be payable on or before the first day of each month of the Lease Term; provided, however, that if the term of this Lease commences or ends on a day other than the first day of the calendar month, then Tenant shall pay a pro rata portion of the monthly Rent for such partial month.

4. Use of Leased Property. The Leased Property is to be used and occupied by Tenant for any legal purpose.

5. Governmental Compliance. Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and shall obtain and maintain all required licenses, permits, and approvals.

6. Utilities. Tenant shall be responsible for paying, prior to delinquency, any utility charges incurred by Tenant during the Lease Term.

7. Taxes. Tenant shall be liable for and shall pay before delinquency all ad valorem or property taxes, fees, impositions and assessments of whatsoever kind or nature, and penalties and interest thereon, if any, levied against the Leased Property. Tenant agrees to pay all taxes, fees, impositions and assessments levied or assessed against the equipment and personal property belonging to Tenant and located on the Leased Property.

8. Maintenance. With the exception of any items for which Landlord has expressly accepted responsibility, Tenant shall maintain the Leased Property. Upon the expiration or earlier termination of the Lease Term, Tenant shall peaceably quit and surrender the Leased Property in good order and condition, excepting ordinary wear and tear and unrepaired casualty or condemnation damage.

9. Alterations and Improvements. Tenant may make alterations and improvements to the Leased Property with Landlord's prior consent, which consent shall not be unreasonably withheld or delayed. No mechanic's, materialmen's or similar liens shall be allowed on the Leased Property and same shall be removed by Tenant. Upon the expiration of this Lease, any permanent alterations and improvements made by Tenant to the Leased Property, that cannot be removed without harming the Leased Property, will become the property of Landlord.

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

11. Insurance.

a. Landlord shall at its sole expense, procure and maintain throughout the Lease Term for the protection of Tenant and Landlord, as their interests may appear, policies of insurance written by insurance companies rated "a" or better, and a financial rating of not less than Class "X" by A.M. Best Company, Inc. and otherwise acceptable to Landlord, which afford the following coverages:

i. Commercial general liability insurance in amounts of not less than \$1,000,000.00 each occurrence limited, \$1,000,000.00 general aggregate limit, and \$1,000,000.00 personal injury limit or such other amounts as prudent business judgment may from time to time require, covering bodily injury and property damage liability, and including owned and non-owned vehicle coverage and contractual liability coverage, insuring Landlord, against any and all liability to the extent obtainable for injury to or death of a person or persons or damage to property occasioned by or arising out of or in connection with the ownership, maintenance and use of Leased Property, during the policy period, regardless of when the claim is made; and

ii. A policy of standard fire and standard extended coverage insurance covering the improvements of Landlord's personal property

located on the Leased Property, but not on the Tenant's leasehold improvements, trade fixtures, equipment or personalty, in an amount not less than the value of the improvements; and

iii. Such other insurance as Landlord may, in its sole discretion, deem advisable, including, without limitations, rental loss insurance.

b. Tenant shall, at its sole expense, procure and maintain throughout the Lease Term for the protection of Tenant and Landlord, as their interest may appear, policies of insurance written by insurance companies rated "a" or better, and a financial rating of not less than Class "X" by A.M. Best Company, Inc., which afford the following coverages:

i. Worker's compensation- statutory limits;

ii. Employer's liability in amounts not less than \$250,000.00 each accident for bodily injury by accident; \$250,000.00 policy limit each employee for bodily injury by disease;

iii. Property insurance insuring Tenant's fixtures, equipment, tenant improvements and personalty against direct risk of loss, broad form coverage.

iv. Commercial general liability insurance in amounts of not less than \$1,000,000.00 each occurrence limited, \$1,000,000.00 general aggregate limit, and \$1,000,000.00 personal injury limit or such other amounts as Landlord may from time to time require, covering bodily injury and property damage liability coverage, including owned and non-owned vehicle coverage and contractual liability coverage, insuring Tenant against any and all liability to the extent obtainable for injury to or death of a person or persons or damage to property occasioned by or arising out of or in connection with the use, operation and occupancy of the Leased Property, during the policy period, regardless of when the claim is made.

c. Upon request by Landlord, Tenant shall furnish to Landlord certificates of insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder. Landlord makes no representation that the minimum limits of liability specified to be carried by Tenant are adequate to protect Tenant. Tenant shall provide any such additional coverage as Tenant deems adequate. Upon the request of Tenant, Landlord shall provided certificates of insurance and such other evidence satisfactory to Tenant of the maintenance of all insurance coverages required hereunder. Tenant shall cause Landlord to be named as an additional insured under its insurance policy

d. The parties desire to avoid liability to each other's insurers. Thus, Landlord and Tenant each for itself and for any person or entity claiming through it (including any insurance company claiming by way of subrogation), hereby

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

12. Casualty Damage.

a. If the Leased Property shall be substantially damaged by fire or other casualty, Landlord shall repair the Leased Property to the extent that such property may be repaired through applicable insurance proceeds. Such repairs shall be made with reasonable dispatch, due allowance being made for any delay resulting from adjustments of the loss or any other cause beyond Landlord's reasonable control; provided, however, that Landlord shall not be required to repair or replace any of Tenant's leasehold improvements, trade fixtures, equipment or personalty. If the repairs cannot be effected within thirty (30) days of the casualty event, Tenant may elect to terminate this Lease by notifying Landlord of its election within ninety (90) days of casualty event.

b. Landlord shall use its best efforts to effect such repairs and reconstruction in such a manner as to not unreasonably interfere with Tenant's occupancy. No damages, compensation or claims shall be payable by Landlord for any inconvenience, loss of business or annoyance arising from any such repair or reconstruction. After the occurrence of such fire or other casualty damage and during the period of repair and reconstruction, Tenant shall be entitled to an abatement or reduction of Rent based on the percentage of the Leased Property that is unusable by Tenant pursuant to an agreement of said percentage by the Parties.

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

14. Environmental Covenants and Indemnity.

a. Tenant shall at all times from the date of this Lease until the termination of this Lease, at its sole expense: (i) comply in all material respects with all applicable Environmental Requirements (hereafter defined) relating to the Leased Property and the use of the Leased Property by Tenant, and (ii) promptly following the discovery by Tenant, deliver to Landlord notice of any event that would render any representation or warranty contained herein incorrect in any respect if made at the time of such discovery. Tenant shall indemnify, defend and save and hold harmless Landlord from and against any and all losses, liabilities, damages, costs, and expenses suffered or incurred by Landlord as a result of: (x) the occurrence of any Environmental Activity by Tenant to comply with all applicable Environmental Requirements relating to the use of the Leased Property by Tenant; or (y) any investigation, inquiry, order, hearing, action or other proceedings by or before any governmental agency which has resulted or is alleged to have resulted directly from any Environmental Activity relating to the use of the Leased Property by Tenant. Notwithstanding anything herein to the contrary, Tenant shall not indemnify Landlord for (i) any Environmental Activity which occurred prior to Tenant taking possession of the Leased Property under this or any other lease to tenant; (ii) any prior failure of Landlord to observe Environmental Requirements; (iii) any Environmental Activity which occurs after Tenant takes possession of the Leased Property, but is due to Landlord's or its agents, employees, invitees, or licensees (other than Tenant) presence or activities on the Leased Property; or (iv) acts of third parties outside the reasonable or actual control of Tenant. The indemnity contained in this provision shall survive the expiration or earlier termination of this Lease.

b. Landlord represents that Landlord has, prior to the date of possession by Tenant, to the best of its knowledge complied in all material respects with all applicable Environmental Requirements relating to the Leased Property and the use of the Leased Property.

c. For purposes of this provision, "**Environmental Activity**" means any surface or subsurface, actual, proposed or threatened storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Leased Property or otherwise relating to the Leased Property or the use of the Leased Property. "**Environmental Requirements**" means all present and future federal, state and local laws and ordinances (including CERLA and all other applicable provisions of the Code and rule and regulations promulgated thereunder), rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements, and other governmental restrictions and other agreements relating to the environment or to any Hazardous Substance or Environmental Activity. "**Hazardous Substance**" means (i) asbestos, polychlorinated biphenyls, urea formaldehyde, lead-based paint, radon gas, naturally occurring radioactive materials, petroleum or its products, chlorides, oil, solid waste pollutants and contaminants and (ii) any chemicals, materials, wastes

or substances that are (x) defined, (y) regulated, or (z) determined or identified as toxic or hazardous, in any Environmental Requirement.

15. Default by Tenant. Each of the following shall constitute a “**Default**” by Tenant:

a. The failure of Tenant to pay the Rent, any part thereof or other sum of charge when due, which failure continues for five (5) days after written notice thereof from Landlord to Tenant; or

b. Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, if the cure of such default cannot be effected or completed within thirty (30) days, Tenant shall not be in default if Tenant has commenced and is diligently pursuing such cure within the thirty (30) day period; or

c. If Tenant shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the Bankruptcy Code, or if such a petition be filed by creditors of Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law.

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

a. In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay Landlord, at the Landlord’s address herein indicated, the sum of all Rent and other indebtedness accrued to the date of such termination.

b. In the event Landlord elects to terminate the Lease by reason of an event of Default, in lieu of exercising the rights of Landlord under the preceding subparagraph, Landlord may instead hold Tenant liable for all Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination by Landlord until date which would have been the date of expiration of the Lease Term (had Landlord not elected to terminate the Lease on account of such event of default) diminished by any net sums thereafter received by Landlord through reletting the Leased Property during said period (after deducting expenses incurred by Landlord for reletting as above provided) and discounted for present value. Actions to collect amounts due by Tenant to Landlord may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the

necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to receive any excess of Rent (or Rent plus other sums) obtained by reletting over and above the Rent herein reserved.

17. Landlord's Lien. Landlord expressly waives any and all liens, express or implied, statutory or contractual, that would otherwise serve to secure Tenant's obligations hereunder.

18. Quiet Possession. Tenant, upon paying the amounts provided for herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the Lease Term without any disturbance from Landlord or from any other person. However, Landlord, may, enter the premises pursuant to paragraph 20 below.

19. Default by Landlord. If Landlord shall fail or refuse to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, Tenant shall provide Landlord written notice of such default and a thirty (30) day period to cure such default, prior to Tenant exercising any of Tenant's remedies under Texas law.

20. Assignment and Subletting. Tenant may assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Property with the prior written consent of Landlord.

21. Entry by Landlord. Landlord and/or Landlord's agents shall have the right to enter the Leased Property upon reasonable notice to Tenant (such notice may be oral, but no notice shall be required in the case of any emergency) for any purpose which Landlord may reasonably deem necessary for the maintenance and/or repair (without implying any obligation of Landlord to repair unless expressly provided herein) if the Leased Property. In the event Landlord's representatives enter the Leased Property at anytime other than in case of emergency, Landlord's representatives, employees, contractors, licensees and invitees must be accompanied by a representative of Tenant and must comply with all of the Tenant's safety protocols and policies. Landlord's representatives, employees, contractors, licensees and invitees enter the Leased Property at their own risk.

22. Holdover. If Tenant shall remain in possession of the Leased Property after the expiration or earlier termination of this Lease, then Tenant shall be deemed a tenant-at-will, terminable at any time, and shall pay the Rent at the rate of Rent prevailing on the date of such termination or expiration, and otherwise shall be subject to all of the terms and obligations of Tenant under this Lease.

23. Attorneys' Fees and Other Expenses. In the event either party hereto defaults in the faithful performance or observance of any of the terms, covenants, provisions, agreements or conditions contained in this Lease, the party in default shall be liable for and shall pay to the non-defaulting party all reasonable expenses incurred by

such party in enforcing any of its remedies for such default, and if the non-defaulting party places the enforcement of all or any part of this Lease in the hands of an attorney, the party in default agrees to pay the non-defaulting party's reasonable attorneys' fees in connection therewith.

24. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

25. Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant. Upon request by Landlord, Tenant shall deliver satisfactory evidence of such authority to Landlord. Each individual executing this Lease on behalf of Landlord represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the Landlord. Landlord represents and warrants that it is the owner in fee simple, of the Leased Property and has the right to enter into this Lease and no other party has any claim to or lien on the Leased Property. Landlord's tax identification number is _____.

26. Notice. Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be registered, postage paid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

To Landlord:	City of Liberty 1829 Sam Houston Liberty, Texas 77575 Attn: Mr. Ron Wood (936) 336-7362 Fax No. (336) 336-9846
To Tenant:	Key Energy Services, LLC P.O. Box 52288 Lafayette, Louisiana 70505 Attn: Mr. Mike Moncla (337)232-9582
with a copy to:	Key Energy Services, Inc.

1301 McKinney, Suite 1800
Houston, Texas 77010
Attn: General Counsel
(713)651-4300
Fax No.: (713)651-4559

With a copy to:

Rice & Associates, P.C.
110 Lamar, Suite 1530
Houston, Texas 77002
Attn: Robin A. Rice, Esquire
(713)655-9090
Fax: (713)655-9191

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

26. Brokers. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any broker or agent with any respect to this Lease or the negotiation thereof. Landlord warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Tenant from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

27. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in not way whatsoever define, limit or describe the scope or intent of this Lease, not in any way affect this Lease.

28. Governing Law. The laws of the State of Texas shall govern the validity, construction, performance and effect of this Lease. If disputes arise under the performance of this lease which are not resolved informally, the parties agree that proper venue for enforcement of any provision of this contract shall be the District Courts of Liberty County Texas.

30. Binding Effects. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind an inure to the benefit of the legal representatives, successors and assigns of Landlord and Tenant, respectively.

31. Severability. If any term, covenant, or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, conditions of this Lease, and all applications thereof, not held

invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

32. No Waiver. No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition of any subsequent breach thereof.

33. Time of the Essence. Time is of the essence if this Lease and all of the terms, covenants and conditions hereof.

34. Recording. A memorandum of this Lease may be recorded or filed for record by Tenant in any public records or governmental office.

35. Entire Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. This Lease supersedes and cancels any and all previous statements, negotiations, arrangements, agreements, and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease.

36. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument; provided, however, this Lease shall not be effective until a counterpart has been signed by each party to be bound hereby.

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

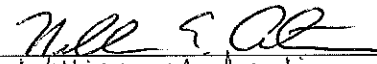
LANDLORD:

CITY OF LIBERTY

By: _____
Name: _____
Title: _____

TENANT:

KEY ENERGY SERVICES, LLC

 By: 
Name: William M. Austin
Title: Vice President and Assistant Treasurer

"EXHIBIT A"

All that certain tract or parcel of land situated in Liberty County, Texas, particularly described by metes and bounds as follows, to-wit:

Out of and a part of Inner Block No. 127 and 12-acre Outer Block No. 49 in the City of Liberty in said County and State, and to find the Beginning Corner of the tract of land herein described COMMENCE at the Northwest corner of said Inner Block No. 127;

THENCE run Easterly along the North line of said Inner Block No. 127, 100 feet to a stake for the Northwest and BEGINNING CORNER of the land herein described;

THENCE Easterly along the North line of said Inner Block No. 127 a distance of 233-1/3 feet to a stake for the Northeast corner of said Inner Block No. 127 and of the land herein described;

THENCE Southerly at right angles to the North line of of said Inner Block No. 127, 333-1/3 feet to a stake for the Southeast corner of the land herein described;

THENCE Westerly parallel with the North line of said Inner Block No. 127 and also with the North line of 12-acre Outer Block No. 49, 333-1/3 feet to a stake in the West line of said Inner Block No. 127;

THENCE Northerly with the West line of said Inner Block No. 127, 133-1/3 feet to a stake for the Southwest corner of a tract of land heretofore sold by Chas. W. Fisher to the Cities Service Company;

THENCE Easterly with the South line of the tract so sold to said Cities Service Company 100 feet to its Southeast corner and an interior corner of the land herein described;

THENCE Northerly along the East line of the Cities Service Company tract and the East line of a tract heretofore sold by Chas. W. Fisher to the Magnolia Petroleum Company, 200 feet to a stake in the North line of said Inner Block No. 127 for the Northwest corner of the land herein described, and the PLACE OF BEGINNING.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Administration
Category: Contracts

**SCHEDULED
COUNCIL ACTION 2008-5**

DOC ID: 1074

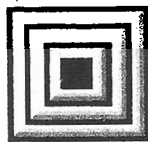
Discussion:**EXPLANATION:**

Please see the attachment.

ATTACHMENTS:

- Attachment #5 - Waters Proposal (PDF)

**Consider Approval of a Proposal From the Waters Consulting Group, Inc. for Ar
Compensation and Classification Study.**



**THE WATERS
CONSULTING
GROUP, INC.**

January 29, 2008

Mr. Ron Wood
City Manager
City of Liberty
1829 Sam Houston
Liberty, TX 77575

(sent via email: rwood@cityofliberty.org)

Re: Proposal for Professional Consulting Services – Compensation and Classification Study

Dear Ron:

Thank you for this opportunity to assist the City of Liberty in the update of its current compensation and classification system. It has been my pleasure discussing the City's needs with you during recent conversations.

As necessary, we would be pleased to work with you in further refining this work plan to best suit the needs of the City. There are many options we can explore, but when we write a work plan, we do so in a fashion we know will make for the most successful project and subsequent implementation based on our experiences "in the trenches".

Our experience runs deep at WCG. With our seasoned staff and years of experience, we are able to reinforce our efforts with a stable of full-time talent unparalleled in the area of compensation system design in the public sector. The City can rest easy in knowing WCG has an experienced lineup that consistently delivers quality products and services while still meeting aggressive timelines.

We work in a partnering role with each of our clients to assist in the development of systems, which will not only support organizational strategy, but also complement the culture and philosophy of the entire work team. Since 1988 we have worked with hundreds of organizations in both the public and private sectors.

No two organizations are alike and we welcome the opportunity to work with you on the continued improvement of your current compensation program. Our team members have worked within public sector organizations in both a consulting role and employment role and use their strengths to enhance the partnering relationship with our public sector clients. Our unique and specialized team brings a perspective to the study that is unmatched by many consulting firms in the fact we are able to bring practical hands-on experience to our studies. In other words, since many of our team members also have served in director and senior management positions within the public sector, they are able to understand the challenges and needs of a city as well as the workplace culture – which is critical to a successful project. In addition, the team we assemble is guaranteed.

We want the City of Liberty to feel comfortable, confident and proud of its decision in choosing The Waters Consulting Group, Inc. – from the beginning to the end of the project. As you well know, completing a study of this nature is much more than delivering a final report. The fact is, much of the success lies in the relationships we build with you, other members of the City staff, the promise of our total commitment in delivering what we promised and the City Council, customers and employees knowing they received a sound study for a fair price. Our internal mission statement is

THE WATERS CONSULTING GROUP, INC. • PRODUCTIVE MANAGEMENT CONCEPTS
6060 Quorum, Suite 605 Dallas, TX 75254 972/491/1050 972/491/1051(Fax) www.watersconsulting.com

Attachment # 5: Waters Proposal (CA-2008-5 : Waters Consulting Group)

JANUARY 29 • 2008
CITY OF LIBERTY, TX

“We Stand for You” and we truly believe through our work products, we do stand for you: the client, and the employees of the City of Liberty.

We look forward to the possibility of successfully partnering with the City.

Best Regards,

Dal Anderson

(via electronic signature)

Senior Consultant and Director of the Consulting Services Division

Attachment # 5: Waters Proposal (CA-2008-5 : Waters Consulting Group)

**PROPOSED PROFESSIONAL FEES
BASED ON APPROXIMATELY 20 CLASSIFICATION TITLES
AND 112 EMPLOYEES**

COMPREHENSIVE COMPENSATION AND CLASSIFICATION STUDY	Professional Fees
1. <u>Project Planning and Administration</u> to include the initial onsite strategy meetings and preparation as well as ongoing planning and administrative coordination of the project scope, communication and time lines.	3,000.00
2. <u>Management Orientation Sessions</u> to provide detail information on the Job Description Questionnaire process, the application of the Job Evaluation Manual, and overall summary of the project components and process. 2A. <u>Employee Orientation Sessions</u> to explain process and to distribute the Job Description Questionnaire (JDQ). (Meetings over a consecutive two day period).	4,000.00
3. <u>Job Evaluation System Design Including Implementation</u> A hierarchy reflecting the relative value of positions will be developed for the City. An internal Job Evaluation Team (JET) will be established and trained on the application of point factor job evaluation (1 consultant on site for 2 JET meetings). The JET and WCG will review and evaluate City of Liberty positions based on the Job Description Questionnaire's, employee focus groups and management interviews (2 days/1 consultant or 1 day/two consultants). Assumes approximately 25 interviews/focus group sessions to include single incumbent positions and a representative selection of employees in multiple incumbent positions. (Note, we do not include software for this element; however, we will leave the City with a comprehensive Excel spreadsheet that may be easily used for the management of this system. This is included within the professional fees quoted herein.)	7,800.00
4. <u>Salary Survey Process</u> Using published TML survey data.	3,500.00
5. <u>Update of Compensation Structure</u> This will include the reporting of any jobs that are not within standard FLSA guidelines to the City and recommended adjustments to the pay structure.	5,200.00
6. <u>Development of Final Report</u> to include guidelines for ongoing maintenance, recommendations for implementation and onsite presentation to City officials.	4,000.00
SUBTOTAL OF PROFESSIONAL FEES	\$27,500.00

VARIABLE AND OPTIONAL COSTS/SERVICES	Fees
Development of Job Descriptions	\$125.00/each
Additional onsite meetings as ordered to meet with city officials, senior management team, etc.	\$1,500.00/per day plus expenses

Expenses are separate and billed at cost and we do not charge an administrative fee in addition to cost of actual expenses. Project-related expenses include, but are not limited to: printing, travel, transportation, telephone fees, shipping, and postage. Expenses are estimated at \$7,500.00.

Should the City of Liberty choose to arrange for a multi-year update contract for the salary structure program, WCG would be pleased to offer a locked-professional fee at a reduced rate per year for the annual update.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Administration
Category: Telecommunications R-O-W Line Rates

**SCHEDULED
COUNCIL ACTION 2008-6**

DOC ID: 1075

Discussion:**EXPLANATION:**

Please see the attachment.

ATTACHMENTS:

- Attachment #6 - Telecommunications Right of Way (PDF)

Consider Revising the City's Telecommunications Access Line Rates.

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Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

2008 CONSUMER PRICE INDEX ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

March 27, 2008

PURPOSE

This letter is to notify you that your city's 2007 maximum access line rates have increased by 1.46% due to inflation, also known as CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777)

DEFAULT RATES FOR 2008: INCREASE

Based on the choices made by your city in April 2007, your city's 2008 rate will be adjusted for inflation, or will remain the same as your 2007 rate. According to our records, when similar CPI adjustments were made in April 2007, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2008 rates will reflect an increase of 1.46% from your 2007 rates. You have the option to decline this increase in rates by taking the action explained below.

ACTION BY CITY: TO REFUSE THE INCREASE

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2008. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2008?

If a city does not respond by April 30, 2008, the rates for your city will increase from 2007 levels. The next opportunity to adjust your rates will be September 1, 2008.

WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2008.

FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2008, you will receive a similar letter in March 2009.

See over...

City of Liberty

Section 1: Your 2007 city preferred rates are as follows:

<i>Residential</i>	\$0.75	<i>Non_Residential</i>	\$1.67	<i>Point-to-Point</i>	\$2.55
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Section 2: Your default rates for 2008 is as follows. Note: This is higher than 2007 rates due to inflation adjustment.

<i>Residential</i>	\$0.77	<i>Non_Residential</i>	\$1.70	<i>Point_to_point</i>	\$2.59
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To decline your default increase in rates, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in Section 2, no action is required.

I _____, Title _____, am an authorized representative for the City/Town/Village of _____. The City declines to accept the default rates indicated in Section 2 above. Instead, we choose the following rates: Residential _____; Non-Residential _____; Point to Point _____.

Date: _____

Signature: _____

Other Comments:

HOW TO RESPOND

Mail: John Costello
Public Utility Commission
P.O. Box 13326
Austin, Texas 78711-3326

INQUIRIES

Inquiries only. Not for sending your response.
HB1777@puc.state.tx.us
Phone No: 512- 936-7377

OR FAX TO John Costello at: (512) 936-7428

CITY CONTACT INFORMATION

Please notify us if the contact information we have on file for your city has changed. Thank you

Phone No. (936) 336-3684

Phone No. 2 (936) 334-7127

Fax No: (936) 336-9846

Email: mramirez@cityofliberty.org

Address

Michael Ramirez Assistant City Manager
or current city official responsible for right-of-way issues
City of Liberty
1829 Sam Houston
Liberty
TX 77575



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/08/08 06:00 PM

Department: Inspection
Category: General Ordinances

ORDINANCE 2008-4

DOC ID: 1069 A

Consider Adoption of a Flood Damage Prevention Plan for the City of Liberty.

EXPLANATION:

The City of Liberty has participated in the process of updating the Flood Insurance Rate Maps to depict any changes to the area, such as new levees or changes to the City Limits so that the flood prone areas of our community can be monitored more accurately. The FIRM maps have been revised as well as the FEMA recommended ordinance. The revised ordinance has a few minor changes that make it easier to interpret and enforce. FEMA is requiring all cities that participate in the flood insurance program to adopt the new ordinance and revised FIRM maps.

Candice Parker

AN ORDINANCE APPROVING AND ADOPTING A FLOOD DAMAGE PREVENTION PLAN FOR THE CITY OF LIBERTY; PROVIDING FOR PENALTIES; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of Liberty, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of City of Liberty are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial

construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE - means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

AREA OF FUTURE CONDITIONS FLOOD HAZARD - means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet

where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) - The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL - means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective

date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY - means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - see Flood Elevation Study

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY - see Regulatory Floodway

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a

district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE - means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA - see Area of Special Flood Hazard

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction,

rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A

structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of City of Liberty.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Liberty County, Texas and Incorporated Areas," dated May 2, 2008, with accompanying Flood Insurance Rate Maps (FIRM) dated May 2, 2008 and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City of Liberty City Manager is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all

other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all of the provisions required by Section 65.12.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Article 4, Section (B)(1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(j) The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. VARIANCE PROCEDURES

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

[10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of

floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes -

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as

sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of non-residential structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

SECTION F. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION G. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City Council from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION H. DISPENSING WITH TWO READINGS.

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

SECTION I. CERTIFICATION OF ADOPTION

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas, this the 8th day of April, 2008.

SECTION J. EFFECTIVE DATE

This ordinance shall become effective May 1, 2008.

ADOPTED: _____
(Carl Pickett, Mayor)

ATTEST: _____
(Dianne Tidwell, City Secretary)

I, the undersigned, {name of certifying official}, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the {governing body}, at a regular meeting duly convened on {date}.

{Signature of Certifying Official}

{SEAL}

