



The City of Liberty
City Council
Regular Meeting
~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, June 10, 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 June 10, 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 Al Simonson	..	..	..	
Councilperson Louie Potetz	..	..	..	
Councilman Frank Jordan	..	..	..	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

V. PRESENTATIONS / REPORTS

1. Information Item 2008-25

Neighborhood Services

2. Information Item 2008-26

Recycling Report

3. Information Item 2008-27

Financial 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, May 13, 2008
2. Tuesday, May 20, 2008
3. Tuesday, May 27, 2008

VII. REGULAR AGENDA**A. Regular Session****1. Council Action 2008-18**

Consider Approval of a Bid Received for Tax Resale Property.

- Attachment #1 - Resale Tax Property June 08 (PDF)

2. Council Action 2008-19

Consider Approval of the Final Plat of the Love Subdivision.

- Attachment #2 - Love Final Plat(HTM)

3. Council Action 2008-20

Consider Approval of the Final Plat of the Oldham Subdivision.

- Attachment #3 - Oldham Final Plat (PDF)
- Attachment #4 - Oldham Subdivision Documentation (TIF)

4. Council Action 2008-21

Consider Lease Agreements Submitted for the Lease of City Property Located at 512 Hwy. 90.

- Attachment #5 - Hwy 90 Property Key (PDF)
- Attachment #6 - Hwy 90 Property Wedge (PDF)

5. Council Action 2008-22

Consider the Appointment of Mr. Dale Clawson to the Airport Advisory Board.

6. Council Action 2008-23

Consider Approval of a Contract with Trees, Inc. for Tree Trimming Services of the City's Electric System.

- Attachment #7 - Trees Inc Agreement (PDF)
- Attachment #8 - Trees Inc Letter (PDF)

7. Council Action 2008-24

Consider Proposal, from Nowlin & Associates, Inc. for Evaluation of the City's Electric System.

- Attachment #9 - NOWLIN ASSOCIATES Proposal (PDF)

8. Council Action 2008-25

Consider Appointments to Fill the Alternate Positions on the Planning & Zoning Commission.

9. Information Item 2008-28

Annual Review and Update of the Community Development Capital Improvement Program.

10. Council Action 2008-26

Consider an Amendment to the Liberty Community Development Corporation Budget for Fiscal Year 07-08.

11. Council Action 2008-27

Consider Approval of the Liberty Community Development Corporation Budget for Fiscal Year 08-09.

B. Executive Session

Consultation with Attorney. Litigation with Liberty-Dayton Community Hospital. Gov. Code §551.071.

C. Reconvene into Regular Session

Consider any action on the items as discussed in the Executive Session

1. Consider action, if any, on litigation with Liberty-Dayton Community Hospital.

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 6th day of June, 2008 at 1:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, City Secretary

Notice given to The Vindicator, Liberty Gazette, and KSHN Radio.

NOTICE

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2008.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-25

DOC ID: 1108

Neighborhood Services

Explanation:

Robbie Hood will be present to update the Council on the activities in his department.

Dianne Tidwell

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-26

DOC ID: 1109

Recycling Report

EXPLANATION:

Councilperson Huddleston will report on the status of the city's recycling efforts.

Dianne Tidwell

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-27

DOC ID: 1110

Financial Report

EXPLANATION:

Finance Director Naomi Herrington will report on the current finance report.

Dianne Tidwell



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, May 13, 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 May 13, 2008 at City Council Chambers, 1829 Sam Houston, Liberty, TX.

Attendee Name	Organization	Title	Status	Arrived
Carl Pickett	City of Liberty	Mayor	Present	
Dennis Beasley	City of Liberty	Councilperson	Present	
Diane Huddleston	City of Liberty	Councilperson	Absent	
Mike McCarty	City of Liberty	Councilperson	Present	
Charles McGuire	City of Liberty	Councilperson	Present	
Al Simonson	City of Liberty	Councilperson	Present	
Louie Potetz	City of Liberty	Councilperson	Present	
Frank Jordan	City of Liberty	Councilman	Present	

There are eight names on the Roll Call for this meeting due to newly elected officials taking office and the outgoing members stepping down.

II. INVOCATION

Leanna Moreno, Liberty High School Student.

III. PLEDGE OF ALLEGIANCE

Laura Hernandez, Liberty High School Student.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

V. ITEMS OF INTEREST

There were no items of interest for this meeting.

A. Miscellaneous Correspondence

VI. PRESENTATIONS / REPORTS

1. Information Item 2008-16

Minutes Acceptance: Minutes of May 13, 2008 6:00 PM (Minutes Approval)

Geraldine D. Humphreys Cultural Center Expansion Project

COMMENTS - Current Meeting:

Architect Richard Edwards presented a slide show and update of the progress and plans for the Geraldine D. Humphreys Cultural Center Expansion Project.

2. Information Item 2008-17

Texas Water Development Board Project

COMMENTS - Current Meeting:

Mr. Steve Jordan P.E., Schaumburg & Polk, Inc, gave the Council an update on the progress and financials for the Texas Water Development Board clean Water State Revolving Fund Project.

ATTACHMENTS:

- Attachment #1 - 4_29_08StatuswithFinancials (PDF)

3. Information Item 2008-18

Recycling Report

COMMENTS - Current Meeting:

This item was passed on.

4. Information Item 2008-19

Financial Report

COMMENTS - Current Meeting:

Finance Director Naomi Herrington provided, to Council, a brief overview of the current financial report.

5. Information Item 2008-20

Tree Trimming Report

COMMENTS - Current Meeting:

Electrical Superintendent Randy Wiggins addressed Council regarding an upcoming tree trimming project and price quote of \$36,492.10, from Trees, Inc. for trimming around the city's main feeders. This project should be take approximately six weeks to complete.

Mr. Wiggins also reported that he is discussing with Nowlin & Associates, the city's electrical engineers, the possibility of an electric infrastructure evaluation.

ATTACHMENTS:

- Attachment #2 - TREES INC (PDF)

6. Information Item 2008-21

Digital Billboards

COMMENTS - Current Meeting:

City Manager Ron Wood addressed Council regarding new TXDOT rules regarding placement of digital billboards in cities. Mr. Wood stated that a resolution would be put before the Council, at the next meeting, regarding this issue.

ATTACHMENTS:

- Attachment #3 - Scenic Texas Digital Billboards (PDF)

7. Information Item 2008-23

Liberty County Hospital District No. 1

COMMENTS - Current Meeting:

Liberty County Hospital District No. 1 President Bruce Stratton addressed the council regarding Liberty-Dayton Community Hospital's current status regarding change of ownership and the District's position of providing funds to this entity.

VII. 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, April 08, 2008

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Mike McCarty, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT:	Diane Huddleston

VIII. REGULAR AGENDA

At this time, Mayor Pickett gave Councilperson McGuire a plaque recognizing him for his service on the City Council and his service to the community. Councilperson McGuire had chosen not to run in the May 10th election, therefore stepping down from his position.

A. Regular Session**1. Resolution 2008-11**

Canvass Returns of the City of Liberty General Election Held on May 10, 2008 and Take Action on Resolution for Same.

COMMENTS - Current Meeting:

A Resolution was presented to Council regarding the official canvass of the May 10, 2008 General Election. Council voted to approve the Resolution declaring the following individuals elected to office:

Mayor - Carl Pickett

Council Members - Mike McCarty, Louie Potetz, and Frank Jordan

Minutes Acceptance: Minutes of May 13, 2008 6:00 PM (Minutes Approval)

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

2. Resolution 2008-12

Canvass Returns of the City of Liberty Special Election Held on May 10, 2008 and Take Action on Resolution for Same.

COMMENTS - Current Meeting:

A Resolution was presented to Council regarding the official canvass of the May 10, 2008 Special Election. Council voted to approve the Resolution declaring the following propositions regarding changes to the City's Home Rule Charter, approved by the voters:

Proposition #1

Section 3.02 Qualifications

Proposition #2

Section 3.05 Vacancies

Proposition #3

Section 3.09 Rules of Procedure

Proposition 34

Section 3.11 Official Bonds for City Employees

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike McCarty, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT: Diane Huddleston

3. Information Item 2008-22

Oath of Office to be Administered to Newly Elected Officials.

COMMENTS - Current Meeting:

Municipal Court Judge Bobby Rader issued the Oath of Office to the newly elected officials and congratulated them on their election.

4. Council Action 2008-7

Elect a Mayor Pro Tem.

COMMENTS - Current Meeting:

Council voted to re-elect Councilperson McCarty as Mayor Pro Tem, to perform the duties of the Mayor in his absence or disability.

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

5. Ordinance 2008-5

Consider an Ordinance Ordering Adoption of the Charter Amendments Approved by the Voters in the May 10, 2008 Special Election.

COMMENTS - Current Meeting:

This ordinance formally adopts the charter amendments voted upon, and passed by the qualified voters of the City. Those amendments are changes to the following sections of the charter:

Proposition #1

Section 3.02 Qualifications

Proposition #2

Section 3.05 Vacancies

Proposition #3

Section 3.09 Rules of Procedure

Proposition 34

Section 3.11 Official Bonds for City Employees

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

6. Council Action 2008-8

Consider Approval of Compensation to be Paid to the Election Officials for the May 10, 2008 General and Special Elections.

COMMENTS - Current Meeting:

Council voted to approve compensation to the election officials for the May 10, 2008 General and Special Elections, in the amount of \$1223.50.

Minutes Acceptance: Minutes of May 13, 2008 6:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike McCarty, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT: Diane Huddleston

7. Council Action 2008-9

Consider Approval of Schaumburg & Polk Task Order on Audit of Hardin & Ames Wastewater Agreements.

FISCAL IMPACT:

Management is aware that a budget amendment in the Water/Wastewater fund may be necessary for this project.

Naomi Herrington

COMMENTS - Current Meeting:

Steve Jordan, Schaumburg & Polk, Inc., addressed Council regarding Task Order No. 6, an audit of the Hardin & Ames Wastewater Contracts. This order will provide a detailed report concerning each city's compliance with the provisions of their respective agreements. The estimated cost of this audit is \$6000.00.

ATTACHMENTS:

- Attachment #4 - Task Order 6 Hardin Ames Audit (PDF)

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike McCarty, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT: Diane Huddleston

8. Council Action 2008-10

Consider Approval of the Proposed Preliminary Plat of the Love Subdivision Located on Hwy. 146 North.

COMMENTS - Current Meeting:

Council approved the preliminary plat of the Love Subdivision on Hwy. 146 North. Mr. Love's plat reflects a subdivision of his property in order to acquire a building permit to construct a new home; as there is currently a single family dwelling located on this property.

ATTACHMENTS:

- Attachment #5 - Love Plat (PDF)
- Attachment #6 - Love Subdivision (TIF)

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

9. Council Action 2008-11

Consider Approval of Proposals Received for Medical & Dental Insurance.

COMMENTS - Current Meeting:

Mr. Jim Hall was present to review, with Council, proposals received for medical and dental insurance. Council voted to renew with TriSurant, with the recommended benefit changes as follows:

1. Adopt over the counter medications with a \$5 co-pay for specific medications.
2. Adopt treatment guidelines for morbid obesity.
3. Increase orthodontia lifetime maximum from \$1000 to \$2000.
4. Increase dental annual maximum from \$1000 to \$1500.
5. Change the payroll deduction from a percentage of pay to a percentage of the premiums, to include single employees, with no dependents, who previously received their insurance at no cost.

Also discussed for future consideration is an Onsite Clinic in conjunction with Liberty County.

ATTACHMENTS:

- Attachment #7 - City of Liberty Group review 6-1-2008 (XLS)
- Attachment #8 - City of Liberty Group Suggestions 6-1-2008 (DOC)

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike McCarty, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT: Diane Huddleston

10. Council Action 2008-12

Consider Approval of Proposals Received for Group Life Insurance.

COMMENTS - Current Meeting:

Mr. Jim Hall was present to review, with Council, proposals received for life insurance. Council voted to accept the proposal from Ft. Dearborn. The city's life insurance is for two times the employee's annual salary.

ATTACHMENTS:

- Attachment #9 - City of Liberty Group review 6-1-2008 (XLS)
- Attachment #10 - City of Liberty Group Suggestions 6-1-2008 (DOC)

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike McCarty, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT: Diane Huddleston

11. Council Action 2008-13

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

COMMENTS - Current Meeting:

Council voted to approve the Interlocal Agreement with Liberty County for the maintenance of streets, roads, ditches and recreational areas; with the provision that a request for assistance be requested and approved by the City Manager and the County Judge.

ATTACHMENTS:

- Attachment #11 - Interlocal Agreement with Liberty County Precinct 1 (PDF)

RESULT: APPROVED [UNANIMOUS]
MOVER: Mike McCarty, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT: Diane Huddleston

12. Council Action 2008-14

Consider Appointments to the Planning and Zoning Commission.

COMMENTS - Current Meeting:

Council voted to reappoint Shelli Ellerbe and David Arnold to the Planning and Zoning Commission. These are three-year terms which will expire in May of 2011.

RESULT: APPROVED [UNANIMOUS]
MOVER: Louie Potetz, Councilperson
SECONDER: Frank Jordan, Councilman
AYES: Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT: Diane Huddleston

13. Council Action 2008-15

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

COMMENTS - Current Meeting:

Council voted to reappoint Billy Page, Dennis Beasley, Louie Potetz, and Mike Van Etta to the Liberty Community Development Corporation Board of Directors, for additional two-year terms.

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

14. Council Action 2008-16

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

COMMENTS - Current Meeting:

Council voted to conduct its annual Goals and Objectives Workshop on Tuesday and Wednesday, June 17 & 18, 2008 in the upstairs meeting room of the Municipal Library, at 6:00 p.m. This workshop allows Council the opportunity to develop goals, objectives, and action plans for the upcoming year.

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

B. Executive Session

Consultation With Attorney. Pending Litigation with Liberty-Dayton Community Hospital. Gov. Code §551.071.

At 8:32 p.m. Mayor Pickett closed the open meeting and opened the Executive Session, as authorized by Gov. Code §551.071 for discussion of pending litigation with Liberty-Dayton Community Hospital.

C. Reconvene into Regular Session

At 9:44 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

- 1. Motion To:** Consider and take action, if any, on pending litigation with Liberty-Dayton Community Hospital.

COMMENTS - Current Meeting:

Council voted to enact a cut-off date of 5:30 p.m. on May 26, 2008, to remove power, and all other utilities, from Liberty-Dayton Community Hospital, if the amount due, at that time, is not paid in full.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louie Potetz, Councilperson
SECONDER:	Frank Jordan, Councilman
AYES:	Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT:	Diane Huddleston

IX. COUNCIL MEAL

Council shared an evening meal.

X. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:45 p.m.

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

Minutes Acceptance: Minutes of May 13, 2008 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, May 20, 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 May 20, 2008 at City Council Chambers, 1829 Sam Houston, Liberty, TX.

Attendee Name	Organization	Title	Status	Arrived
Carl Pickett	City of Liberty	Mayor	Present	
Dennis Beasley	City of Liberty	Councilperson	Present	
Diane Huddleston	City of Liberty	Councilperson	Absent	
Mike McCarty	City of Liberty	Councilperson	Present	
Al Simonson	City of Liberty	Councilperson	Present	
Louie Potetz	City of Liberty	Councilperson	Present	
Frank Jordan	City of Liberty	Councilman	Present	

II. INVOCATION

Mayor Pickett dispensed with the Invocation for this meeting.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledge for this meeting.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

There were no guests or visitors.

V. REGULAR AGENDA

A. Regular Agenda Items

1. Council Action 2008-17

Consider Adoption of Resolution for TxDOT STEP Grant (CIOT) Program.

FISCAL IMPACT:

This grant is funded 100% through TXDOT.

Naomi Herrington

Minutes Acceptance: Minutes of May 20, 2008 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Council voted to approve a Resolution authorizing support of a Selective Traffic Enforcement Grant (S.T.E.P.) in the amount of \$4505.29, that is fully funded/reimbursed by the Texas Department of Transportation. This 100% grant will fund the overtime for enforcement of seat belt laws through the "Click It or Ticket, Buckle Up Texas" Safety Program.

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

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AUTHORIZING THE CITY OF LIBERTY POLICE DEPARTMENT TO SUPPORT A SELECTIVE TRAFFIC ENFORCEMENT GRANT (S.T.E.P.) FOR CLICK IT OR TICKET, BUCKLE UP TEXAS, IN THE AMOUNT OF \$4505.29, THAT IF FULLY FUNDED/REIMBURSED BY STATE OF TEXAS DEPARTMENT OF TRANSPORTATION PER CONTRACT NO. 588XXF6062 AND CHARG NO. 80P0G1CJ."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mike McCarty, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT:	Diane Huddleston

2. Ordinance 2008-6

Consider Adoption of an Ordinance Prohibiting Certain Digital Signs in the City of Liberty.

COMMENTS - Current Meeting:

Council voted to adopt the ordinance, as written, prohibiting the placement of off premise signs, to include changeable electronic variable message signs within the City of Liberty. Section 1 of the ordinance prohibits new off premise signs, which includes digital variable signs as well as any other sign that is installed and maintained (billboards), while Section 2 prohibits the use of changeable electronic variable signs on premise.

Additional discussion included the possibility of variances to this ordinance and consideration of amendments that could include lumens levels and other related topics.

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS REGARDING THE PLACING OF OFF PREMISES SIGNS AND CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS WITH THE CITY OF LIBERTY; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

RESULT:	ADOPTED [5 TO 1]
MOVER:	Mike McCarty, Councilperson
SECONDER:	Louie Potetz, Councilperson
AYES:	Pickett, McCarty, Simonson, Potetz, Jordan
NAYS:	Dennis Beasley
ABSENT:	Diane Huddleston

3. Resolution 2008-13

Consider Approval of a Resolution Regarding a Moratorium on Mobile Home And/OR Manufactured Home Permitting, Placement or Relocation Within Specified Flood Zone Areas.

COMMENTS - Current Meeting:

Council voted to approve a Resolution ordering a 120 day moratorium on mobile/manufactured home permitting within specific flood zone areas. Candice Parker, Inspection Department, reported on the issues and problems with the placement of these structures in flood prone areas, specifically Zone AE. This moratorium will allow time to complete an appropriate permanent ordinance addressing special flood hazard areas as described by the Flood Insurance Rate Map of Liberty County.

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

"A RESOLUTION OF THE CITY COUNCIL OF LIBERTY, TEXAS, ORDERING A 120 DAY MORATORIUM ON THE ISSUANCE OF PERMITS FOR MOBILE OR MANUFACTURED HOMES IN CERTAIN AREAS AT SUBSTANTIAL RISK FOR FLOODING."

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

4. Information Item 2008-24

Presentation By, and Discussion With, the Airport Advisory Board Members Regarding Various Airport Issues.

COMMENTS - Current Meeting:

Airport Advisory Board Chairman Linda Street-Ely was present to address the Council regarding plans and objectives for the Liberty Municipal Airport. Various issues discussed relative to the Airport and improvements to this facility included:

1. creation of a Joint Airport Zoning Board,
2. security Issues and gate access codes,
3. airport expansion and funding sources,
4. wetland issues,
5. routine airport maintenance,
6. aviation tax, and other related topics.

Ms. Ely also requested that the Council consider, at a future meeting, the appointment of Dale Clawson to the Airport Advisory Board. Ms. Ely thanked the Council for their time and interest in the Board's plans to make the airport the best that it can be.

B. Executive Session

Deliberation Regarding Economic Development Negotiations. Gov. Code §551.087.

Prior to closing the open meeting, City Attorney Randy Gunter addressed the Council regarding the utility cut-off date (Monday, May 26) for Liberty-Dayton Hospital. As that day is a holiday, Mr. Gunter stated that he understood the intent of the Council to give the hospital a full day to make a payment, therefore he instructed the City Manager that to change that day to the next day (Tuesday) would not go beyond the intent of the Council. Therefore, the current deadline for full payment is Tuesday, May 27, 2008.

At 7:30 p.m., Mayor Pickett closed the open meeting and opened the Executive Session, as authorized by Gov. Code §551.087 for deliberation regarding economic development.

C. Reconvene into Regular Session

At 8:53p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Consider action, if any, on the items as discussed in the Executive Session

There was no action taken on the items discussed in the Executive Session.

VI. COUNCIL MEAL

Council shared an evening meal.

VII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:00 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Frank Jordan, Councilman
AYES:	Pickett, Beasley, McCarty, Simonson, Potetz, Jordan
ABSENT:	Diane Huddleston

Minutes Acceptance: Minutes of May 20, 2008 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, May 27, 2008

12:00 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

12:00 PM Meeting called to order on May 27, 2008 at City Council Chambers, 1829 Sam Houston, Liberty, TX.

Attendee Name	Organization	Title	Status	Arrived
Carl Pickett	City of Liberty	Mayor	Absent	
Dennis Beasley	City of Liberty	Councilperson	Absent	
Diane Huddleston	City of Liberty	Councilperson	Present	
Mike McCarty	City of Liberty	Councilperson	Present	
Al Simonson	City of Liberty	Councilperson	Present	
Louie Potetz	City of Liberty	Councilperson	Present	
Frank Jordan	City of Liberty	Councilman	Present	

II. INVOCATION

Mayor Pro Tem Mike McCarty dispensed with the Invocation for this meeting.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem McCarty dispensed with the Pledge for this meeting.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pro Tem Mike McCarty welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council regarding non-agenda items.

Liberty County Hospital District No. 1 President Bruce Stratton reported on the Hospital Board's meeting of this same day, stating that the Board voted 5-0 to continue the emergency room agreement with Liberty-Dayton Community Hospital.

V. REGULAR AGENDA

A. Executive Session

Consultation with Attorney. Litigation with Liberty-Dayton Community Hospital. Gov. Code §551.071

At 12:09 p.m., Mayor Pro Tem McCarty closed the open meeting and opened the Executive Session, as authorized by Gov. Code §551.071 regarding litigation with Liberty-Dayton Community Hospital.

Minutes Acceptance: Minutes of May 27, 2008 12:00 PM (Minutes Approval)

B. Reconvene into Regular Session

At 1:35 p.m., Mayor Pro Tem McCarty closed the Executive Session and reconvened the open meeting.

- 1. Motion To:** Consider action, if any, on litigation with Liberty-Dayton Community Hospital.

COMMENTS - Current Meeting:

City Attorney Randy Gunter reported that he spoke with L-D Community Hospital Attorney Ron Norwood and that Mr. Norwood has the authority to offer the following proposal: guarantee regarding the hospital's debt to the city will be presented to the city on or before 5:00 p.m. on June 3, 2008, along with financial statements of the hospital and/or parent company.

Council voted to withdraw instructions to discontinue utility services to Liberty-Dayton Hospital this date (5-27-08) at 5:30 p.m., pursuant to the proposal of the representative of Liberty-Dayton Hospital.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Diane Huddleston, Councilperson
SECONDER:	Louie Potetz, Councilperson
AYES:	Huddleston, McCarty, Simonson, Potetz, Jordan
ABSENT:	Carl Pickett, Dennis Beasley

VI. COUNCIL MEAL

Council shared a noon meal.

VII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 1:39 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Louie Potetz, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Huddleston, McCarty, Simonson, Potetz, Jordan
ABSENT:	Carl Pickett, Dennis Beasley

Minutes Acceptance: Minutes of May 27, 2008 12:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION 2008-18

DOC ID: 1116

Consider Approval of a Bid Received for Tax Resale Property.

EXPLANATION:

Tax Assessor/Collector Mark McClelland will be present to discuss the bid received for the attached tax resale properties. These properties previously went to sale on the courthouse steps and did not sell. A bid has been submitted which has been approved by the county and the school district. Court costs will be recovered, but no tax dollars, however this will allow the properties to be placed back on the tax rolls.

Dianne Tidwell

.

BIDS RECEIVED BY COUNTY

ACCOUNT NUMBER	BID RECEIVED	COURT COSTS	CURRENT VALUE	JUDGMENT	4/08 DUE TO ALL TAXING UNITS
000108-000042-004	\$ 99.00 * \$ 320.00	\$559.15	\$457	\$ 98.61	\$ 82.33
000088-000003-004	\$466.00 * 120.00	\$349.00	\$166	\$184.82	\$190.32
005901-000536-006	\$76.00 * 121.00	\$442.00	\$172	\$142.25	\$ 76.13
003800-000023-005	\$50.00 * 350.00	\$354.00	\$500	\$108.37	\$ 50.14
008010-000021-003	\$88.20 * 80.00	\$564.80	\$80	\$132.19	\$ 78.48
008010-000015-008	\$183.00 * 140.00	\$389.00	\$200	\$126.80	\$100.13
007910-000021-004	\$50.00 * 70.00	\$339.00	\$100	\$126.80	\$ 50.14
007910-000020-006	\$27.00 * 70.00	\$296.00	\$100	\$114.32	\$ 37.70
007910-000013-003	\$150.00 * 140.00	\$196.00	\$200	\$169.38	\$149.61
007910-000014-001	\$50.00 * 70.00	\$339.00	\$100	\$113.07	\$ 50.14
007910-000024-008	\$75.20 * 140.00	\$339.00	\$200	\$154.52	\$ 75.31
007910-000015-009	\$100.00 * 140.00	\$339.00	\$200	\$201.25	\$100.13

To Whom it MAY Concern,

I Did not HAVE A proper BID sheet so I ADJUSTED MY Bids on this sheet. I ADJUSTED them per Your Recommendation of BIDDING AT least 70% of the Current Value. If NECESSARY I'll put these Bids on the proper sheet if you would like me A BLANK BID sheet.

THANK YOU, Lewis E. HARRIS

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MEM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

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*****
* PROPERTY DESCRIPTION                               ACCT # 000108-000042-004
*
* 000108 B M SPINKS, TRACT 6, ACRES 44.104, UNDIVIDE
* D INTEREST 1.22%
*
* TOWN - LOCATION- FM-563, WEST OF
* ACRES - 44.104
* LAND MKT VALUE 457 IMPR/PERS MKT VALUE
* LAND AGR VALUE MKT. BEFORE EXEMPTS 457
* LIMITED TXBL. VALUE
* EXEMPTIONS GRANTED: NONE
*****
LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
1600 GRAND AVE

```

LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	6.73	16.42	3.47	26.62
TAXES 1989	7.44	17.26	3.71	28.41
TAXES 1990	7.49	16.47	3.60	27.56
TAXES 2007	.00	.00	.00	.00
	21.66	50.15	10.78	82.59
				==
ACCT # 000108-000042-004			TOTAL DUE 05/2008	82.59
			TOTAL DUE 06/2008	82.85
			TOTAL DUE 07/2008	83.09
			TOTAL DUE 08/2008	83.32

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*****
* BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL*
* LIBERTY COUNTY 5.58 12.92 2.78 21.28*
* LIBERTY ISD 16.08 37.23 8.00 61.31*
* NAVIGATION SOUTH .00 .00 .00 .00*
* LIBERTY CO HD #1 .00 .00 .00 .00*
*****
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... .00

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Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

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*****
* PROPERTY DESCRIPTION                      ACCT # 000088-000003-004
*
* 000088 E MUNSON, TRACT 1, ACRES 31.074, UNDIVIDED
* INTEREST 2.67%
*
* TOWN - 31.074 LOCATION- @ TRINITY RIVER
* ACRES -
*
* LAND MKT VALUE 166 IMPR/PERS MKT VALUE
* LAND AGR VALUE MKT. BEFORE EXEMPTS 166
* LIMITED TXBL. VALUE
*
* EXEMPTIONS GRANTED: NONE
*****
LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
1600 GRAND AVE

```

LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	5.17	12.63	2.67	20.47
TAXES 1989	5.63	13.07	2.80	21.50
TAXES 1990	5.71	12.57	2.74	21.02
TAXES 1991	5.78	12.02	2.67	20.47
TAXES 1992	6.14	12.03	2.72	20.89
TAXES 1993	6.42	11.81	2.73	20.96
TAXES 1994	8.59	14.78	3.51	26.88
TAXES 1995	4.59	7.34	1.79	13.72
TAXES 1996	4.51	6.67	1.67	12.85
TAXES 1997	4.48	6.08	1.59	12.15
TAXES 2007	.00	.00	.00	.00
-----				-----
	57.02	109.00	24.89	190.91
				=====
TOTAL DUE 05/2008				190.91
TOTAL DUE 06/2008				191.57
TOTAL DUE 07/2008				192.27
TOTAL DUE 08/2008				192.92

ACCT # 000088-000003-004

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*****
* BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL*
* LIBERTY COUNTY 12.19 23.25 5.31 40.75*
* CITY OF LIBERTY 11.68 22.24 5.08 39.00*
* LIBERTY ISD 33.03 63.35 14.46 110.84*
* NAVIGATION .12 .16 .04 .32*
* NAVIGATION SOUTH .00 .00 .00 .00*
* LIBERTY CO HD #1 .00 .00 .00 .00*
*****
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... .00

```

Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

* PROPERTY DESCRIPTION ACCT # 005901-000536-006 *
* LIBERTY OUTER BLOCKS, BLOCK 51, LOT 1, TRACT 1, AC *
* RES 12.007, UNDIVIDED INTEREST 3.58% *
* *
* TOWN - LOCATION- FM-2684, EAST OF *
* ACRES - 12.007 *
* LAND MKT VALUE 172 IMPR/PERS MKT VALUE *
* LAND AGR VALUE MKT. BEFORE EXEMPTS 172 *
* LIMITED TXBL. VALUE *
* EXEMPTIONS GRANTED: NONE *

LIBERTY ISD, LIBERTY COUNTY
CITY OF LIBERTY
1600 GRAND AVE
LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	4.72	11.51	2.43	18.66
TAXES 1989	5.12	11.87	2.55	19.54
TAXES 1990	5.21	11.46	2.50	19.17
TAXES 2007	.00	.00	.00	.00
	-----	-----	-----	-----
	15.05	34.84	7.48	57.37

	TOTAL DUE	
ACCT # 005901-000536-006	05/2008	57.37
	06/2008	57.59
	07/2008	57.77
	08/2008	57.93

* BREAKDOWN OF TAX DUE BY JURISDICTION *
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL *
* LIBERTY COUNTY 3.00 6.94 1.49 11.43 *
* WD5-LIBERTY .52 1.19 .26 1.97 *
* CITY OF LIBERTY 2.91 6.74 1.44 11.09 *
* LIBERTY ISD 8.62 19.97 4.29 32.88 *
* NAVIGATION SOUTH .00 .00 .00 .00 *
* LIBERTY CO HD #1 .00 .00 .00 .00 *

TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR00

Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

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*****
* PROPERTY DESCRIPTION                      ACCT # 003800-000023-005
*
*      DUGAT, LOT PT 8, ACRES 1.5, UNDIVIDED INTEREST 33.
*      34%
*
* TOWN      -      LOCATION-      DAY LAKE, WEST OF
* ACRES      -      1.500
*
* LAND MKT VALUE      500      IMPR/PERS MKT VALUE
* LAND AGR VALUE      MKT. BEFORE EXEMPTS      500
* LIMITED TXBL. VALUE
*
* EXEMPTIONS GRANTED:  NONE
*****
LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
1600 GRAND AVE

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LIBERTY

TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	3.10	7.57	1.61	12.28
TAXES 1989	3.38	7.84	1.68	12.90
TAXES 1990	3.43	7.55	1.64	12.62
TAXES 2007	.00	.00	.00	.00
	-----	-----	-----	-----
	9.91	22.96	4.93	37.80

ACCT # 003800-000023-005

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TOTAL DUE 05/2008      37.80
TOTAL DUE 06/2008      37.89
TOTAL DUE 07/2008      38.02
TOTAL DUE 08/2008      38.13
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*****
* BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION      TAXES      PEN & INT      ATTY FEES      TOTAL*
* LIBERTY COUNTY      2.03      4.71      1.01      7.75*
* CITY OF LIBERTY      1.99      4.61      .99      7.59*
* LIBERTY ISD      5.89      13.64      2.93      22.46*
* NAVIGATION SOUTH      .00      .00      .00      .00*
* LIBERTY CO HD #1      .00      .00      .00      .00*
*****
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR .....      .00

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Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY TEXAS 77575
(936) 336-4633

***** ACCT # 008010-000021-003 *****

* WILSON & BULLARD, LOT PT 57 63, ACRES .39 *

* TOWN - .390 LOCATION- HWY-90, SOUTH OF *
* ACRES - *
* LAND MKT VALUE 80 IMPR/PERS MKT VALUE *
* LAND AGR VALUE 80 MKT. BEFORE EXEMPTS 80 *
* EXEMPTIONS GRANTED: NONE LIMITED TXBL. VALUE *

* LIBERTY ISD TRUST & *
* LIBERTY COUNTY *
* 1600 GRAND *
* LIBERTY TX 77575 *

TAXES	LEVY	P & I	ATTY FEES	AMT DUE
1986	.00	.00	.00	.00
1987	.00	.00	.00	.00
1988	.48	.05	1.27	9.80
1989	2.71	6.28	1.35	10.34
1990	2.74	6.03	1.31	10.08
1991	2.77	5.76	1.28	9.81
1992	2.95	5.79	1.31	10.05
1993	3.07	5.66	1.31	10.04
1994	4.17	7.17	1.71	13.05
1995	1.87	2.99	1.73	5.59
2007	.00	.00	.00	.00
-----				---
	22.76	45.73	10.27	78.76
=====				=====
ACCT # 008010-000021-003		TOTAL DUE 05/2008		78.76
		TOTAL DUE 06/2008		78.99
		TOTAL DUE 07/2008		79.29
		TOTAL DUE 08/2008		79.54

***** BREAKDOWN OF TAX DUE BY JURISDICTION *****

* JURISDICTION TAXES PEN & INT ATT'Y FEES TOTAL *
* LIBERTY COUNTY 4.88 9.79 2.20 16.87 *
* CITY OF LIBERTY 4.65 9.32 2.09 16.06 *
* LIBERTY ISD 13.22 26.61 5.98 45.81 *
* NAVIGATION SOUTH .01 .01 .00 .02 *
* NAVIGATION CO HD #1 .00 .00 .00 .00 *
* LIBERTY ***** .00 ***** .00 *
* ***** TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ***** .00 *

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

```

*****
* PROPERTY DESCRIPTION                      ACCT # 008010-000015-008
*
*      WILSON & BULLARD, LOT 27, ACRES 1.0
*
*
* TOWN      -      LOCATION-      HWY-90, SOUTH OF
* ACRES      -      1.000
*
* LAND MKT VALUE      200      IMPR/PERS MKT VALUE
* LAND AGR VALUE      MKT. BEFORE EXEMPTS      200
* LIMITED TXBL. VALUE
*
* EXEMPTIONS GRANTED:  NONE
*****
LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
1600 GRAND AVE

```

LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	6.21	15.15	3.21	24.57
TAXES 1989	6.75	15.67	3.36	25.78
TAXES 1990	6.85	15.06	3.29	25.20
TAXES 2007	.00	.00	.00	.00
	-----	-----	-----	-----
	19.81	45.88	9.86	75.55
				=====
ACCT # 008010-000015-008			TOTAL DUE 05/2008	75.55
			TOTAL DUE 06/2008	75.77
			TOTAL DUE 07/2008	76.02
			TOTAL DUE 08/2008	76.24

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*****
* BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION      TAXES      PEN & INT      ATTY FEES      TOTAL*
* LIBERTY COUNTY      4.09      9.47      2.04      15.60*
* CITY OF LIBERTY      3.96      9.17      1.97      15.10*
* LIBERTY ISD      11.76      27.24      5.85      44.85*
* NAVIGATION SOUTH      .00      .00      .00      .00*
* LIBERTY CO HD #1      .00      .00      .00      .00*
*****
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... .00

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Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

```
*****
ACCT # 007910-000021-004
*
* WELDER , LOT PT 14, ACRES 0.500
*
*
* TOWN - LOCATION- CITY OF LIBERTY
* ACRES -
*
* LAND MKT VALUE IMPR/PERS MKT VALUE
* LAND AGR VALUE MKT. BEFORE EXEMPTS
* LIMITED TXBL. VALUE
*
* EXEMPTIONS GRANTED: NONE
*****
LIBERTY ISD, LIBERTY COUNTY &
1600 GRAND AVE
```

LIBERTY TX

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	3.10	7.57	1.61	12.28
TAXES 1989	3.38	7.84	1.68	12.90
TAXES 1990	3.43	7.55	1.64	12.62
	-----	-----	-----	-----
	9.91	22.96	4.93	37.80
				=====
				37.80
ACCT # 007910-000021-004				37.89
				38.02
				38.13

TOTAL DUE 05/2008 37.80
TOTAL DUE 06/2008 37.89
TOTAL DUE 07/2008 38.02
TOTAL DUE 08/2008 38.13

```
*****
BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL*
* LIBERTY COUNTY 2.03 4.71 1.01 7.75*
* CITY OF LIBERTY 1.99 4.61 .99 7.59*
* LIBERTY ISD 5.89 13.64 2.93 22.46*
*****
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... .00
```

Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

MBM DP# 01

STATEMENT OF ALL TAXES DUE

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

* **
PROPERTY DESCRIPTION
ACCT # 007910-000013-003
** **

WELDER, LOT 12, TRACT 4, ACRES 1.0

TOWN
ACRES

LOCATION-
BETWEEN DAY LAKE & T

LAND MKT VALUE	200	IMPR/PERS MKT VALUE	200
LAND AGR VALUE		MKT. BEFORE EXEMPTS	
		LIMITED TXBL. VALUE	

* * * EXEMPTIONS GRANTED: NONE * * *

* * * LIBERTY ISD, LIBERTY COUNTY * * *

* * * CITY OF LIBERTY * * *

* * * 1600 GRAND AVE * * *

LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	.21	15.15	.21	24.57
TAXES 1989	.66	15.06	.33	25.20
TAXES 1990	.85	15.40	.33	25.51
TAXES 1991	.92	14.47	.33	25.12
TAXES 1992	.38	.00	.00	.00
TAXES 2007	.00	.00	.00	.00
	34.11	74.75	16.32	125.18

ACCT # 007910-000013-003

JURISDICTION	TAXES	BREAKDOWN OF TAX DUE BY JURISDICTION
LIBERTY COUNTY	7.24	PEN & INT
CITY OF LIBERTY	6.75	ATTY FEES
LIBERTY ISD	20.12	
NAVIGATION SOUTH	.00	
LIBERTY CO HD #1	.00	
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR		TOTAL**
		26.53*
		24.78*
		73.87*
		.00*
		.00*
		.00*

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

```

*****
* PROPERTY DESCRIPTION                      ACCT # 007910-000020-006
*
*   WELDER, LOT 14, ACRES 1.0
*
*
* TOWN      -          LOCATION-          BETWEEN DAY LAKE & T
* ACRES     -          1.000
*
* LAND MKT VALUE      200      IMPR/PERS MKT VALUE
* LAND AGR VALUE      200      MKT. BEFORE EXEMPTS      200
*                               LIMITED TXBL. VALUE
*
* EXEMPTIONS GRANTED:  NONE
*****
* LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
* 1600 GRAND AVE

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LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	3.10	7.57	1.61	12.28
TAXES 1989	3.38	7.84	1.68	12.90
TAXES 1990	3.43	7.55	1.64	12.62
TAXES 2007	.00	.00	.00	.00
	-----	-----	-----	-----
	9.91	22.96	4.93	37.80
				=====
ACCT # 007910-000020-006			TOTAL DUE 05/2008	37.80
			TOTAL DUE 06/2008	37.89
			TOTAL DUE 07/2008	38.02
			TOTAL DUE 08/2008	38.13

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*****
* BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION      TAXES      PEN & INT      ATTY FEES      TOTAL*
* LIBERTY COUNTY      2.03      4.71      1.01      7.75*
* CITY OF LIBERTY      1.99      4.61      .99      7.59*
* LIBERTY ISD      5.89      13.64      2.93      22.46*
* NAVIGATION SOUTH      .00      .00      .00      .00*
* LIBERTY CO HD #1      .00      .00      .00      .00*
*****
* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... .00

```

Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

ACCT # 007910-000024-008
*
* WELDER, LOT 17, ACRES 5.0, UNDIVIDED INTEREST 20% *
*
*
* TOWN - LOCATION- BETWEEN DAY LAKE & T *
* ACRES - 5.000 *
* LAND MKT VALUE 200 IMPR/PERS MKT VALUE *
* LAND AGR VALUE MKT. BEFORE EXEMPTS 200 *
* LIMITED TXBL. VALUE *
* EXEMPTIONS GRANTED: NONE *

LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
1600 GRAND AVE

LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	6.21	15.15	3.21	24.57
TAXES 1989	6.75	15.67	3.36	25.78
TAXES 1990	6.85	15.06	3.29	25.20
TAXES 2007	.00	.00	.00	.00
	-----	-----	-----	-----
	19.81	45.88	9.86	75.55

	TOTAL DUE 05/2008	75.55
ACCT # 007910-000024-008	TOTAL DUE 06/2008	75.77
	TOTAL DUE 07/2008	76.02
	TOTAL DUE 08/2008	76.24

BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL *
* LIBERTY COUNTY 4.09 9.47 2.04 15.60 *
* CITY OF LIBERTY 3.96 9.17 1.97 15.10 *
* LIBERTY ISD 11.76 27.24 5.85 44.85 *
* NAVIGATION .00 .00 .00 .00 *
* NAVIGATION SOUTH .00 .00 .00 .00 *
* LIBERTY CO HD #1 .00 .00 .00 .00 *

TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR00

Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

ACCT # 007910-000014-001

WELDER, LOT 12, TRACT 3-B, ACRES .5

TOWN -
ACRES - .500

LOCATION- BETWEEN DAY LAKE & T

LAND MKT VALUE 100
LAND AGR VALUE

IMPR/PERS MKT VALUE
MKT. BEFORE EXEMPTS 100
LIMITED TXBL. VALUE

EXEMPTIONS GRANTED: NONE

LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
1600 GRAND AVE

LIBERTY

TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	3.10	7.57	1.61	12.28
TAXES 1989	3.38	7.84	1.68	12.90
TAXES 1990	3.43	7.55	1.64	12.62
TAXES 2007	.00	.00	.00	.00
	-----	-----	-----	-----
	9.91	22.96	4.93	37.80

=====

ACCT # 007910-000014-001

TOTAL DUE 05/2008

37.80

TOTAL DUE 06/2008

37.89

TOTAL DUE 07/2008

38.02

TOTAL DUE 08/2008

38.13

BREAKDOWN OF TAX DUE BY JURISDICTION				
JURISDICTION	TAXES	PEN & INT	ATTY FEES	TOTAL*
LIBERTY COUNTY	2.03	4.71	1.01	7.75*
CITY OF LIBERTY	1.99	4.61	.99	7.59*
LIBERTY ISD	5.89	13.64	2.93	22.46*
NAVIGATION SOUTH	.00	.00	.00	.00*
LIBERTY CO HD #1	.00	.00	.00	.00*

TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR				.00

Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

DATE 05/16/2008

STATEMENT OF ALL TAXES DUE

7.A.1.a

MBM DP# 01

MARK MCCLELLAND, RTA
P O BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633

ACCT # 007910-000015-009
*
* WELDER, LOT 12, TRACT 5, ACRES 1.0
*
*
* TOWN - LOCATION- BETWEEN DAY LAKE & T
* ACRES - 1.000
*
* LAND MKT VALUE 200 IMPR/PERS MKT VALUE
* LAND AGR VALUE MKT. BEFORE EXEMPTS 200
* LIMITED TXBL. VALUE
* EXEMPTIONS GRANTED: NONE

LIBERTY ISD, LIBERTY COUNTY & CITY OF LI
1600 GRAND AVE

LIBERTY TX 77575

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 1986	.00	.00	.00	.00
TAXES 1987	.00	.00	.00	.00
TAXES 1988	6.21	15.15	3.21	24.57
TAXES 1989	6.75	15.67	3.36	25.78
TAXES 1990	6.85	15.06	3.29	25.20
TAXES 2007	.00	.00	.00	.00
	-----	-----	-----	-----
	19.81	45.88	9.86	75.55
				=====
				75.55
ACCT # 007910-000015-009				75.77
				76.02
				76.24

BREAKDOWN OF TAX DUE BY JURISDICTION
* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL*
* LIBERTY COUNTY 4.09 9.47 2.04 15.60*
* CITY OF LIBERTY 3.96 9.17 1.97 15.10*
* LIBERTY ISD 11.76 27.24 5.85 44.85*
* NAVIGATION SOUTH .00 .00 .00 .00*
* LIBERTY CO HD #1 .00 .00 .00 .00*

TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR00

Attachment # 1: Resale Tax Property June 08 (CA-2008-18 : Tax Resale Property)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Inspection
Category: Plats

COUNCIL ACTION 2008-19

DOC ID: 1106

Consider Approval of the Final Plat of the Love Subdivision.

EXPLANATION:

Mr. Love has presented a final plat for consideration. Mr. Love contacted the Inspections Department about acquiring a building permit to build a home on a tract of land legally described as B.W. Hardin Survey, Tract 13. After reviewing the records for this land, Mr. Love was told his permit would be denied because there is already a single family dwelling located on this property. It was explained to Mr. Love that he would have to subdivide the property in order to differentiate his property from the property where the existing dwelling is located. Currently, the property is only divided by a Warranty Deed which does not satisfy the requirements of the City's Subdivision Ordinance. Because the property has never been previously platted, it had to go through the Subdivision Ordinance Long Form Process. The plat was reviewed at the May Council Meeting in the preliminary phase and passed as written.

Candice Parker

.

From: Heather Henicke [h.henicke@hhsurveying.com]
Sent: Tuesday, March 18, 2008 1:57 PM
To: CPARKER@CITYOFLIBERTY.ORG
Subject: LOVE SUBDIVISION
CHARLIE LOVE'S RE-PLAT

Sincerely,
Heather G. Henicke
h.henicke@hhsurveying.com
H & H Professional Land Services
Residential & Commercial Land Surveying
Phone: (281) 385-2087
Fax: (281) 385-5792
Physical Address:
10303 1/2 Eagle Drive, Ste "A"
Baytown, TX 77520
Mailing Address:
P.O. Box 1974
Mont Belvieu, TX 77580

Attachment # 2: Love Final Plat (CA-2008-19 : Final Plat of the Love Subdivision)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Inspection
Category: Plats

COUNCIL ACTION 2008-20

DOC ID: 1107

Consider Approval of the Final Plat of the Oldham Subdivision.

EXPLANATION:

Heather Henicke, with H & H Professional Land Services, has presented a final plat for the proposed Oldham Subdivision. Mr. Oldham approached the Inspections Department about obtaining a building permit to build a commercial building on the back half of his property that would face Lakeland Drive. The property has an existing single family dwelling on the portion facing North Main, therefore requiring Mr. Oldham to subdivide the property in order to obtain a building permit. The property is legally described as Slay Strip, Lot Tract 13, cut out of George Orr League, Abstract 91. Therefore, allowing the plat to go through the short form plat process. The plat was presented to the Planning and Zoning Commission on May 28, 2008 and passed unanimously.

Candice Parker

FINAL PLAT OF
OLDHAM SUBDIVISION

A PLAT SHOWING 0.78 ACRES SITUATED IN THE GEORGE ORR LEAGUE, ABSTRACT 91, LIBERTY COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND CONVEYED TO JOE OLDHAM RECORDED BY DEED IN VOLUME 1335, PAGE 408 OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS. CONSISTING OF 2 LOTS.

REASON FOR PLAT: TO MAKE TWO LOTS

THE STATE OF TEXAS,
COUNTY OF LIBERTY.

I, JOE OLDHAM, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF THE 0.78 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND TEN (10) FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY DULLES, RAINES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSE LOCATED IN THE SUBDIVISION HEREIN, AS SHOWN ON THE PLAT, TO BE USED AS A DRAINAGE COURSE, AND ON BEHALF OF SAID PROPERTY OWNERS, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS AND ALLEYS THEREON SHOWN AND DESIGNATE AS THE PLAT OF THE DIVISION OF THE HARRYMAN SUBDIVISION, LOCATED IN LIBERTY COUNTY, TEXAS AND ON THE BEHALF OF SAID OWNERS DEDICATE TO THE PUBLIC USE, AS SUCH ALL OF THE STREETS AND ALLEYS SHOWN THEREON FOREVER.

FURTHER, I, SAID OWNER DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND TEN (10) FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY DULLES, RAINES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSE LOCATED IN THE SUBDIVISION HEREIN, AS SHOWN ON THE PLAT, TO BE USED AS A DRAINAGE COURSE, AND ON BEHALF OF SAID PROPERTY OWNERS, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS AND ALLEYS THEREON SHOWN AND DESIGNATE AS THE PLAT OF THE DIVISION OF THE HARRYMAN SUBDIVISION, LOCATED IN LIBERTY COUNTY, TEXAS AND ON THE BEHALF OF SAID OWNERS DEDICATE TO THE PUBLIC USE, AS SUCH ALL OF THE STREETS AND ALLEYS SHOWN THEREON FOREVER.

IN TESTIMONY WHEREOF, JOE OLDHAM HAS CAUSED BY THESE PRESENTS TO BE SIGNED BY US THEREUNTO AUTHORIZED THIS _____ DAY OF _____ 2008.

JOE OLDHAM _____

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JOE OLDHAM KNOWN TO ME TO BE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2008.

NOTARY PUBLIC IN AND FOR THE _____
STATE OF TEXAS

I, THE UNDERSIGNED, MAYOR OF THE CITY OF LIBERTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

CARL PICKETT, MAYOR _____ DATE _____

THE ABOVE SUBDIVISION TITLED OLDHAM SUBDIVISION AS MAPPED IS APPROVED BY CITY OF LIBERTY PLANNING AND ZONING COMMISSION.

PRESIDENT _____ DATE _____

STATE OF TEXAS
COUNTY OF LIBERTY.

I, DELIA SELLERS, COUNTY CLERK OF LIBERTY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____ 2008, AT _____ O'CLOCK _____ M. IN FILM CODE NO. _____ COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT _____, THE DAY AND DATE LAST ABOVE WRITTEN.

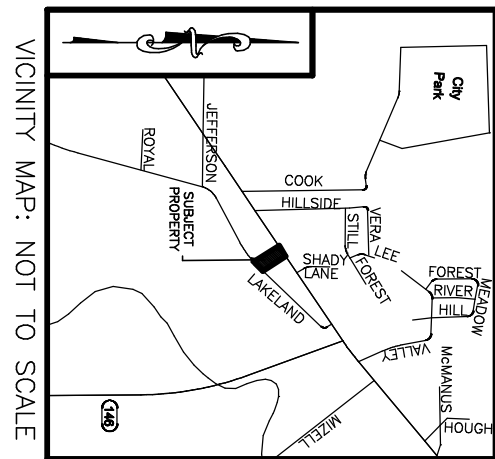
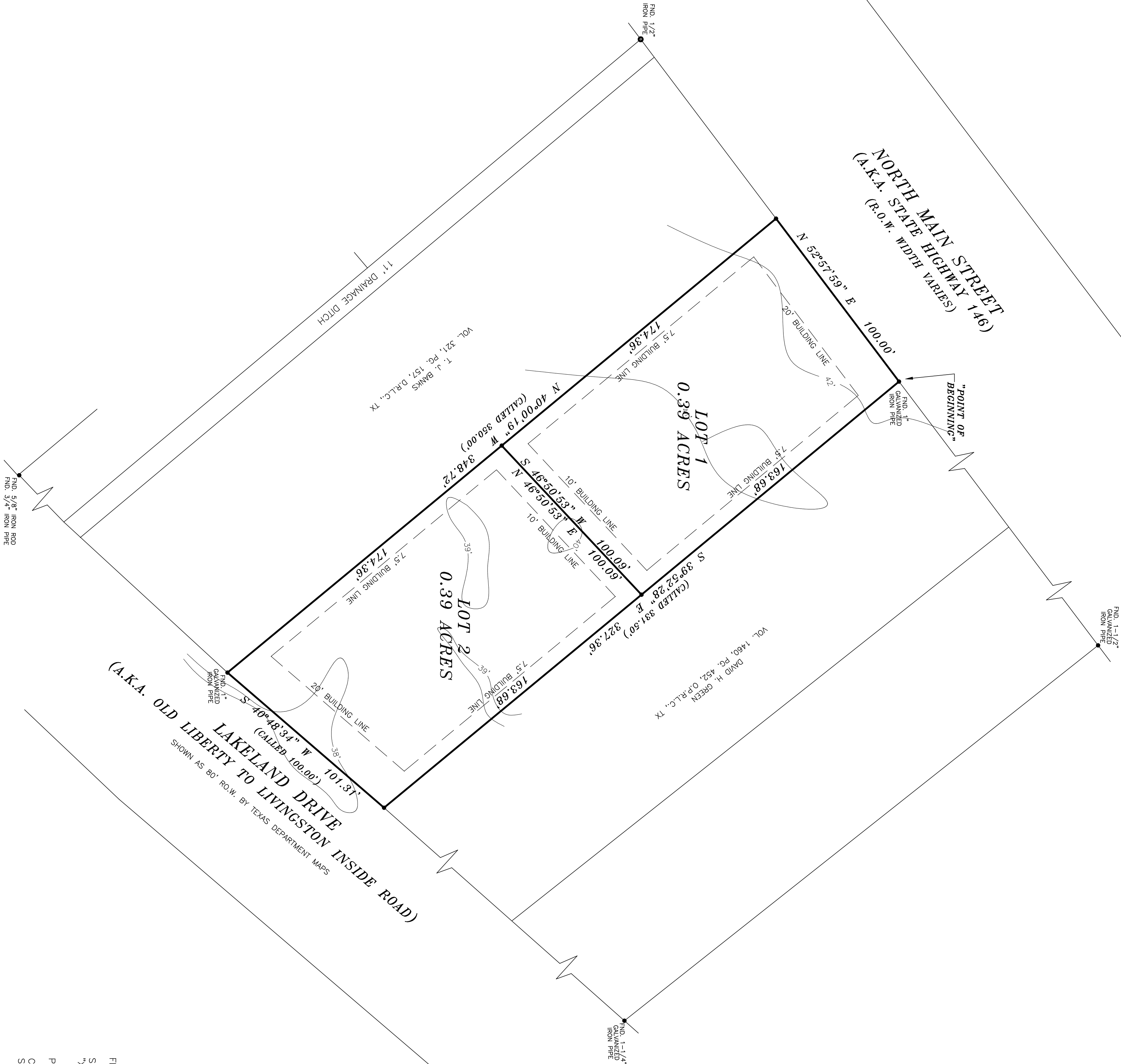
DELIA SELLERS, COUNTY CLERK
LIBERTY COUNTY, TEXAS

THIS IS TO DECLARE THAT, I, HOWARD L. MARTIN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4078 OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY OF THE GROUND AND THAT ALL CORNERS OF BLOCK LINES, POINTS OF INTERSECTIONS OF CURVES, AND TANGENTS OF THE SUBDIVISION ARE PROPERLY MARKED WITH CAPED IRON RODS MARKED H&H LAND FLUSH WITH FINISH GRADE, AND THAT ALL LOT CORNERS ARE PROPERLY MARKED WITH CAPED IRON RODS MARKED H&H LAND FLUSH WITH THE AVERAGE GROUND ELEVATION OR COUNTERSUNK, IF NECESSARY, (UNLESS OTHERWISE NOTED), AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

HOWARD L. MARTIN, R.P.L.S. NO. 4078, STATE OF TEXAS

JOB NO. 208168
DATE: 5/30/08

H & H PROFESSIONAL LAND SERVICES
10303 112 Eagle Drive, Suite A
Mont Belvieu, TX 77580
Phone: (281) 386-2087
Fax: (281) 386-6722



30 0 30 FEET
SCALE: 1" = 30'

LEGEND
VOL. = VOLUME
O.P.A.L.C. = OFFICIAL PUBLIC RECORDS
O.P.A.L.C. = OFFICIAL PUBLIC RECORDS
LIBERTY COUNTY

* EXHIBIT A *

FIELD NOTES OF A TRACT OF LAND CONTAINING 0.78 ACRES SITUATED IN THE GEORGE ORR LEAGUE, ABSTRACT 91, LIBERTY COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND CONVEYED TO JOE OLDHAM RECORDED BY DEED IN VOLUME 1335, PAGE 408 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS. SAID 0.78 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: THE SOUTH RIGHT-OF-WAY LINE OF NORTH MAIN STREET (A.K.A. STATE HIGHWAY 146)(RIGHT-OF-WAY WIDTH VARIES) WAS USED FOR THE BEARING BASIS DIRECTIONAL CONTROL LINE.

BEGINNING at a 1" galvanized iron pipe, found, in the south right-of-way line of said North Main Street, the northwest corner of a tract of land conveyed to David H. Green recorded by deed in Volume 1460, Page 452 of the Official Public Records of said county and for the northwest corner of the herein described tract;

THENCE, S 39°52'28" E, along the west line of said Green Tract, a distance of 31.1 feet to a 1/2" capped iron rod marked H&H Land, set, in the south right-of-way line of Lakeland Drive (A.K.A. Old Liberty to Livingston Inside Road)(80 right-of-way per Texas Department Maps), the southwest corner of said Green Tract and for the southeast corner of the herein described tract;

THENCE, S 42°07'31" W, along the north line of said Lakeland Drive, a distance of 100.00 feet to a 1/2" capped iron rod marked H&H Land, set, being the southeast corner of a tract of land conveyed to T. J. Banks recorded by deed in Volume 321, Page 157 of the Deed Records of said county and for the southwest corner of the herein described tract;

THENCE, N 40°00'19" W, along the east line of said Banks Tract, a distance of 350.00 feet to a 1/2" capped iron rod marked H&H Land, set, in the south right-of-way line of said North Main Street, the northeast corner of said Banks Tract and for the northwest corner of the herein described tract;

THENCE, N 52°57'59" E, along the south right-of-way line of said North Main Street, a distance of 100.00 feet to the Point of Beginning and containing 0.78 acres of land, more or less.

FLOOD ZONE INFORMATION

SUBJECT PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AND IS ZONE "X" ACCORDING TO THE FRM PANEL NO. 480441 0025A , DATED 11-18-1988.

PROJECT BENCHMARK

CITY OF LIBERTY BENCHMARK NO. 9, A DISK IN SOUTH HEADWALL CULVERT AT COOK STREET AND FOREST PARK APARTMENTS.

CITY OF LIBERTY PLANNING COMMISSION'S CERTIFICATION

RE: **Final Plat of Oldham Subdivision**

Subdivision Name

On the **28th** day of **May, 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 28th day of May, 2008.

[Signature]
Chairperson
Planning Committee

ATTEST:

[Signature]
Planning Committee

Attachment # 4: Oldham Subdivision Documentation (CA-2008-20 : Final Plat of the Oldham Subdivision)

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

RE: **Final Plat of the Oldham 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 9th day of May, 2008.


Administrator/City Inspector, Planning Director

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

RE: **Final Plat of the Oldham Subdivision**

- ✓ A. Preliminary Conference with: Heather Henicke
- ✓ B. Date conference held: 5-9-08
- ✓ C. Plat Filing: Final
- Date filed: 5-9-08
- Fee Amount Paid: \$ To be billed
- D. Plat Checklist (initial and date or ditto for approval)
- ✓ 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.
- ✓ 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.
- ✓ 3. Description, by metes and bounds, of the subdivision boundaries.
- ✓ 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.
- ✓ 5. Subdivision boundary lines indicated by heavy lines; the acreage of the subdivision shown.
- ✓ 6. Existing conditions as follows:
SS (1) The exact location, dimensions, name and description of all existing and/or recorded streets, alleys, reservations, easements, or other

Attachment # 4: Oldham Subdivision Documentation (CA-2008-20 : Final Plat of the Oldham 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;

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

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

CS (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.

✓

16. Soil information.
- Final
- 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: 06/10/08 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2008-21

DOC ID: 1117 A

Consider Lease Agreements Submitted for the Lease of City Property Located at 512 Hwy. 90.

EXPLANATION:

The City has received proposals from Key Energy and Wedge Well Service for the lease of the city's property located at 512 Hwy. 90. See the attached documents.

Dianne Tidwell

.

RICE & ASSOCIATES, P.C.
Attorneys and Counselors
1010 Lamar, Suite 1530
Houston, Texas 77002

ROBIN A. RICE
 BOARD CERTIFIED
 COMMERCIAL REAL ESTATE LAW
 TEXAS BOARD OF
 LEGAL SPECIALIZATION

TELEPHONE
 (713) 655-9090
 FACSIMILE
 (713) 655-9191
 rarice@rice-law.com

May 24, 2008

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

By Federal Express

Re: Lease Agreement between City of Liberty and Key Energy Services, LLC for property known as 512 Highway 90, Liberty, Liberty County, Texas

Dear Ron:

Enclosed please find two (2) counterparts of the above referenced Lease signed by Key Energy Services, LLC. This constitutes a new offer on the property. We ask that the proposed lease be considered at the June 10, 2008 City Council meeting; provided, however, if any other offer to lease or purchase the property is to be considered prior to that date, we would like this Lease to be considered at the same time as any other offer.

It is my understanding that Key Energy Services, LLC's offer to lease the property delivered to the City of Liberty and considered at the April 8, 2008 meeting was tabled and will be reconsidered at the June 10, 2008 meeting. In light of this new offer to lease the property, if possible, we ask that the offer considered and tabled at the April 8 meeting be removed from the City Council's agenda.

Considering that Key Energy Services, LLC and its predecessor companies have been in possession of the property for more than 17 years, Key Energy Services, LLC would appreciate an opportunity to remain on the property. With that goal in mind, Key Energy Services, LLC requests an opportunity to match or exceed any third party offer to lease or purchase the property prior to the City of Liberty entering into an agreement with any other party.

Please do not hesitate to contact me or Virginia Ferer of Key Energy Services, LLC concerning this matter. During the week of May 26, 2008, I can be reached at 713-253-3373, although I will return to my office on June 2, 2008. Virginia Ferer can be reached at 713-757-5491.

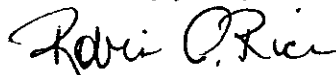
Attachment # 5: Hwy 90 Property Key (CA-2008-21 : Lease of Property Hwy. 90)

RICE & ASSOCIATES, P.C.
Attorneys and Counselors

Mr. Ron Wood
City of Liberty
May 24, 2008
Page 2

Thank you for your help with this matter.

Very truly yours,


Robin A. Rice

cc: Virigina Ferer, Esquire (w/o encl.)

By e-mail

C:\9357\Ron Wood, revised lease with City of Liberty, 512 Hwy 90, Liberty, Liberty County, TX.wpd

Attachment # 5: Hwy 90 Property Key (CA-2008-21 : Lease of Property Hwy. 90)

RICE & ASSOCIATES, P.C.
Attorneys and Counselors
1010 Lamar, Suite 1530
Houston, Texas 77002

ROBIN A. RICE
 BOARD CERTIFIED
 COMMERCIAL REAL ESTATE LAW
 TEXAS BOARD OF
 LEGAL SPECIALIZATION

TELEPHONE
 (713) 655-9090
 FACSIMILE
 (713) 655-9191
 rrice@rice-law.com

May 24, 2008

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

By Federal Express

Re: Lease Agreement between City of Liberty and Key Energy Services, LLC for property known as 512 Highway 90, Liberty, Liberty County, Texas

Dear Ron:

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Considering that Key Energy Services, LLC and its predecessor companies have been in possession of the property for more than 17 years, Key Energy Services, LLC would appreciate an opportunity to remain on the property. With that goal in mind, Key Energy Services, LLC requests an opportunity to match or exceed any third party offer to lease or purchase the property prior to the City of Liberty entering into an agreement with any other party.

Please do not hesitate to contact me or Virginia Ferer of Key Energy Services, LLC concerning this matter. During the week of May 26, 2008, I can be reached at 713-253-3373, although I will return to my office on June 2, 2008. Virginia Ferer can be reached at 713-757-5491.

Thank you for your help with this matter.

Very truly yours,

Robin A. Rice

Cc: Virgina Ferer, Esquire (w/o encl.)

By e-mail

Attachment # 5: Hwy 90 Property Key (CA-2008-21 : Lease of Property Hwy. 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 SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) per annum, payable in twelve (12) monthly installments of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) 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 unrepaid 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.

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:  ~~CAP~~
Name: NEWTON W. WILSON III
Title: VICE PRESIDENT



P.O. Box 1208
El Campo, TX 77437
(979) 543-8802

May 12, 2008

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

Re: Lease Agreement

Dear Mr. Wood:

Attached is a signed Lease Agreement between the City of Liberty and Pioneer Well Services, LLC. dba Wedge Well Services, LLC, as of August 1st, 2008. I hope this meets with your approval, as was discussed with Chipper Smith.

We look forward to hearing from you after the City Council meeting, at that time, we will get insurance certificates forwarded to you.

We look forward to being there, and anticipate working 15 plus rigs out of Liberty, employing approximately 100 people or more.

Respectfully,

A handwritten signature in black ink, appearing to read "Joe Freeman".

Joe Freeman
Vice President

Attachment # 6: Hwy 90 Property Wedge (CA-2008-21 : Lease of Property Hwy. 90)

LEASE

THIS LEASE is made and entered into this 1st day of August, 2008, by and between **CITY OF LIBERTY** (hereinafter referred to as "Landlord"), and **PIONEER WELL SERVICES, LLC dba WEDGE WELL 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 1st day of August, 2008, and terminating at midnight on the 31st day of July, 2013 (the "**Expiration Date**"), unless extended or terminated earlier as elsewhere herein provided. Landlord further grants unto Tenant one (1) option to renew this lease for terms of five (5) years (the "**Renewal Term**"), commencing on the day after the Expiration Date. Tenant must provide written notice to Landlord at least thirty (30) days prior to the Expiration Date first Term. 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 amount, which shall be negotiated at that time. In the event that an agreed Rent term may not be reached, the Renewal will not occur.

3. Rent. Tenant shall pay to Landlord, as the rent (the "**Rent**") during the Lease Term the sum of FORTY-TWO THOUSAND NO/100 DOLLARS (\$42,000.00) per annum, payable in twelve (12) monthly installments of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) 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, during the term of the lease.

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 personally. 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: (a) 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 (b) 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 CERCLA 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 Homdous Substance or Environmental Activity. "**Hazardous Substance**" means (1) 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 and the Landlord approves the time beyond the referenced thirty (30) days; 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) of 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.

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
No. (336) 336-9846

To Tenant:

Pioneer Well Services, LLC
Dba WEDGE WELL SERVICES, LLC.
P.O. Box 1208
El Campo, Texas 77437

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 and 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: _____

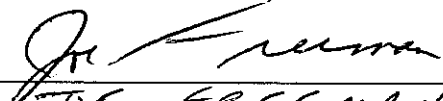
Name: _____

Title: _____

TENANT:

PIONEER WELL SERVICES, LLC dba

WEDGE WELL SERVICES, LLC.

By:  _____

Name: JOE FREEMAN

Title: VICE PRESIDENT

EXHIBIT A
DESCRIPTION OF LEASED PROPERTY

"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:

I •

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 $233\frac{1}{3}$ 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 said Inner Block No 127, $333\frac{1}{3}$ 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 3.2-acre Outer Block NO. 49, $333\frac{1}{3}$ feet to a stake in the West line of said Inner Block No. 127;

THENCE Northerly with the West line of said Inner Bloch No. 127, $133\frac{1}{3}$ feet to a stake for the Southwest corner of a trace 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 Cities Service Company 100 feet to its Southeast corner and 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 Thas. 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: 06/10/08 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION 2008-22

DOC ID: 1115

Consider the Appointment of Mr. Dale Clawson to the Airport Advisory Board.

EXPLANATION:

The Airport Advisory Board is comprised of seven members. With the resignation of a previous board member, this board has been operating with only six members. The Advisory Board requests the appointment of Mr. Clawson.

Dianne Tidwell

.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Electric
Category: Contracts

COUNCIL ACTION 2008-23

DOC ID: 1104

Consider Approval of a Contract with Trees, Inc. for Tree Trimming Services of the City's Electric System.

EXPLANATION:

I have \$24,400.00 remaining in my Capital Outlay budget.

This is left over after we replaced our 2 bay doors at the power plant. At the time that we calculated the cost of replacing these doors we were also very concerned about the integrity of the brick infrastructure. That is why our cost estimate was on the high side.

I humbly request that we use this remaining capital to allow Trees Incorporated to continue trimming even more power lines in our City.

Randy Wiggins

.



Trees, Inc.

GENERAL AGREEMENT

THIS AGREEMENT, made this 3 day of June, 2008 between City of Liberty hereinafter called "**COMPANY**", and TREES, INC., a Delaware Corporation, having its principal office in Houston, Texas hereinafter called "**CONTRACTOR**".

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

1.
 - a) Contractor agrees to furnish all supervisors and labor for the sole purpose of trimming and/or removing trees interfering with the Company's lines, cutting and/or chemically treating brush and undergrowth on Company's rights-of-way, and disposing of the debris resulting from such work as specified by the Company, its agents or employees, to the extent described in Schedule A, "Scope of Work and Special Terms and Conditions".
 - b) It is specifically understood and agreed by the parties hereto that Contractor shall not be required to provide trimming or removal of trees for the purpose of discouraging the climbing of trees or to prevent contact with the Company's lines or other electrical equipment by persons other than employees of Contractor engaged in the work contemplated by this Agreement. Contractor's responsibility is limited to providing line clearance so as to prevent interruption of service by trees or tree limbs coming into contact with the lines or other electrical equipment. The Contractor shall have no liability for personal injury or property damage sustained as a result of persons coming into contact with such lines or other electrical equipment.
2. Company agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereunder and to pay all charges and fees required for such permits and licenses. Permits, licenses and easements of a permanent nature shall be obtained and paid for by the Company.

3. Contractor agrees to perform all work in accordance with all federal and other local laws, ordinances and regulations applicable to said work.

4. Contractor agrees that its personnel shall at all times present a neat appearance, and all work shall be done, and all complaints shall be handled by Contractor with due regard for the Company's public relations.

5. It is understood that Contractor is an independent contractor under the terms of this Agreement, and each of the parties shall perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other party.

6. Company agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the general public or damage to the property and personnel of the Contractor or the general public.

7. Contractor agrees to secure from the Company, and the Company agrees to provide, information as to the nature of the feeders involved in all cases before work is commenced. It is understood by and between the parties that the electric feeders of the Company are to continue in normal operation during this work, and that Company is to provide and Contractor is to use such protective equipment as it deems necessary for the protection of its employees, and to guard against interfering with the normal operation of said circuits.

8. Company agrees to indemnify, hold harmless and defend the Contractor from and against any and all damage or expense which the Contractor may suffer or for which the Contractor may be held liable by reason of any injury (including death) or damage to any property arising out of the execution of the work to be performed hereunder.

Deleted: ,

It is the intention of the parties that Contractor shall have no liability to Company for losses and damages or expenses which result from specific work directives given by Company's agents or employees, or from the Contractor's compliance with the Company's specifications concerning work to be performed.

9. Company agrees to provide Workers' Compensation, Property Damage, and Public Liability Insurance in terms and amounts satisfactory to the Contractor.

10. If required by the Company, Contractor agrees to furnish to the Company, or its representative, time sheets and other required reports, showing the nature, amount and location of work performed, together with the number of man hours involved, the quantities of material used, the number of trees trimmed and removed, the number of acres or spans cut or chemically treated, and other pertinent information which may, from time to time, be required by the Company.

11. Company agrees to pre-pay for the work provided herein to be done and materials and equipment provided herein to be used in accordance with the attached Schedule A.

12. This Agreement shall be binding upon the parties hereto and their heirs, successors, executors, administrators, and assigns. Contractor shall not assign any of its rights or duties under this Agreement, or subcontract the whole or any part of the work to be performed hereunder without first having obtained the written consent of the Company authorizing such transfer of rights or duties.

13. This Agreement is not intended to constitute an agreement of hiring under the provisions of any Workers' Compensation or unemployment compensation law, any old age benefit law or any similar law, and it shall not be so construed. Company agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the federal and/or state government which are measured by remuneration paid to Contractor's employees.

Deleted: ,

14. Whenever due to special circumstances such as, but not limited to, storm emergency work, an employee of the Company is assigned to work directly with Contractor's employees, it is understood that such employee shall at all times remain in the employ of the Company and that Company shall be responsible for all wages and payroll taxes and shall provide Workers' Compensation coverage for such employee.

a) This Agreement shall continue and remain in full force from June 4, 2008 thru September 30, 2008, but may be terminated for any reason by either party upon five (5) day's written notice to the other.

b) Should Contractor fail to carry out the work or to comply with any of the provisions of this Agreement, the Company may terminate this Agreement upon twenty-four (24) hour's written notice to Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first hereinabove written.

("COMPANY")

By:

Title: _____

TREES, INC.

(“CONTRACTOR”)

By:

Title: _____

SCHEDULE A
(SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS)

Forming part of the GENERAL AGREEMENT between City of Liberty and
TREES, INC., dated June 3, 2008.

**Provide clear cut clearance of 5 feet
around distribution electrical lines
within the city limits of Liberty.**

**Time and Material Rates
Trees Inc for
Calendar Year 2008**

<u>ITEM</u>	<u>Rate Per Hour</u>	
	<u>ST</u>	<u>OT</u>
<u>Labor</u>		
Supervisor	\$	-
Planner	\$	-
Foreperson	\$	-
Trimmer	\$	-
B Trimmer	\$	-
Groundperson	\$	-

Equipment

55' Lift
70' Scissors
Backyard Lift
Manual Crew Truck
Crew Cab Manual Truck
4x4 Pick Up
Drum Chipper
Disc Chipper
4x4 Tractor w/ Brown Tree Cutter
Haul Truck and Trailer
Jarraff/Side Trimmer
Chain Saw
Hydro Axe/ or like mower
Skidder Bucket

Herbicide

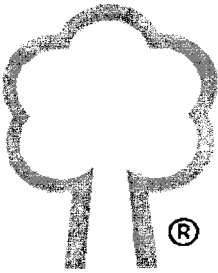
invoice cost plus 10%

Emergency Response

Lodging and meals not provided during emergency restoration efforts will be invoiced at cost+10%
Labor rates will be higher of or sending utility for manpower not normally assigned to
Overtime will be payed and invoiced for hours worked over 40,including non hours and tho:
hours worked outside normal 8 or 10 hour work day.
Labor will be invoiced for travel to and from home location and storm location
Equipment not assigned to and requested for emergency response will be invoiced at the
following rates per mile, aerial lifts and manual trucks \$1.65, pick up trucks \$ 0.90.

Rates valid for consideration of work assigned related to the Request for Rates submitted 06/04/08 until 12/31/08

Confidential and Proprietary



TREES, INC.

650 North Sam Houston Parkway East
Suite 209
Houston, TX 77060
1-866-865-9617
Fax: (281) 260-0728

May 21, 2008

Mr. Randy Wiggins
Line Superintendent
City of Liberty Electrical
1829 Sam Houston
Liberty, TX 77575

Re: T&M 4-month contract.

Dear Mr. Wiggins,

Trees Inc. appreciates the opportunity to submit a 4-month contract proposal for Tree Trimming Services at time and material rates as requested.

The following rates are as followed:

Supervisor-36.91/hr
4 man climbing-83.42/hr
2 man bucket-54.62/hr
2 man jarraff-87.77/hr
2 man tractor-63.77/hr

Scope:

Furnishing all the materials, labor and equipment and performing all work necessary to provide clear cut clearance of 5 feet around distribution electrical lines within the city limits of Liberty.

Should you have any questions or require clarification concerning this proposal feel free to contact me at 832-347-6255.

Very truly yours,

Florensio Tijerina
Account Manager



**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Electric
Category: Contracts

COUNCIL ACTION 2008-24

DOC ID: 1105

Consider Proposal, from Nowlin & Associates, Inc. for Evaluation of the City's Electric System.

EXPLANATION:

A proposal has been submitted by Nowlin & Associates for an evaluation of the electric system to include staffing, maintenance, mapping, and other related issues. Please see the attached proposal. Randy Wiggins will be present to answer any questions.

Dianne Tidwell

.

N & A, INC.
NOWLIN & ASSOCIATES
CONSULTING ENGINEERS - LAND SURVEYORS
740 FRONT STREET
NATCHITOCHES, LA 71457
(318)-352-3665
(318)-352-8022 FAX

R. L. NOWLIN
MALCOLM MUNN, P.E.

JACK E. FARMER, P.L.S.
BENJAMIN FONTENOT, P.L.S.
CLARENCE BRUCE, P.L.S.

June 2, 2008

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

Re: Proposal for Electric System
Evaluation
City of Liberty, Texas
N & A No. 155.055

Dear Mr. Wood:

Confirming our telephone conversation in connection with the above referenced project, we are pleased to submit our proposal for the evaluation of the electric system that is operated by the City of Liberty.

Based upon our previous conversations, our proposal will include a review of the following items:

1. System Mapping:

The City of Liberty has an existing system map that was prepared by our company in 1995. An update of the map is vital for planning purposes and can be a helpful tool for determining the order of importance of future projects. It is our understanding that the City will provide the necessary markups of the existing maps. We will provide up to eighth sets of maps for the electric department's use.

2. Electric Department Staffing:

We will evaluate the existing number of positions available in the Electric Department and provide information as to the

Mr. Ron Wood
City of Liberty, Texas

Page 2

June 2, 2008

staffing of typical electric departments with the same size electric system.

3. Routine Maintenance:

Routine maintenance can help to avoid many outages. We will identify areas involved with routine maintenance that should be considered such as tree trimming, capacitor and switch maintenance, and equipment replacement.

4. New Construction Ordinances:

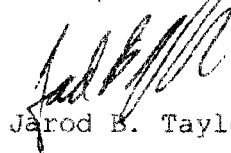
The City has the ability to set certain standards for new construction to ensure that utility infrastructure is installed properly and in accordance with any future planning by the City. We will offer suggestions to be reviewed by the City Attorney on ways to improve existing ordinances for the benefit of the City and its residents.

We would be pleased to provide our services in connection with this project for a fee no to exceed \$14,900.00. If the City will require additional services beyond the scope of work outlined herein, we will provide these services on an hourly basis.

Thank you for the opportunity to provide our services to the City of Liberty. If there are any questions, or should you require additional information, please do not hesitate to contact us.

Very truly yours,

N & A, INC.



Jarod B. Taylor

Xc: Mr. Randy Wiggins, Electric Superintendent

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Administration
Category: Election Compensation

COUNCIL ACTION 2008-25

DOC ID: 1111

Consider Appointments to Fill the Alternate Positions on the Planning & Zoning Commission.

EXPLANATION:

P&Z Alternate Member Kim Anderson was appointed to replace Louie Potetz on this commission, when Mr. Potetz was appointed to City Council. This leaves the commission with no alternate members. Charter states that Council may appoint two (2) additional members who shall be designated as alternate members, in case any regular member is absent or unable to serve. This agenda item affords Council the opportunity to fill the alternate positions, if so desired.

FYI - Current P & Z Members:

Shelli Ellerbe
Bill Takach
Larry Wagnon

David Arnold
Kim Anderson

Dianne Tidwell

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-28

DOC ID: 1112

Annual Review and Update of the Community Development Capital Improvement Program.

EXPLANATION:

According to LCDC Bylaws, a review and update of the CDCIP will take place once a year to ensure the plan is up to date with the current community needs.

The LCDC Board is required to make an annual report to the City Council regarding the plan, no later than December 1st of each year. Typically, this review has been done at the same meeting that the budget is approved by Council. This review is presented by the City Manager, who is also the General Manager of the Corporation.

Dianne Tidwell

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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Finance
Category: Budget Items

COUNCIL ACTION 2008-26

DOC ID: 1113

Consider an Amendment to the Liberty Community Development Corporation Budget for Fiscal Year 07-08.

EXPLANATION:

For your approval is the budget amendment for the Liberty Community Development Corporation FYE September 30, 2008.

Naomi Herrington

LIBERTY COMMUNITY
DEVELOPMENT
CORPORATION
BUDGET FOR THE FISCAL
YEAR ENDING
September 30, 2009

REVENUES	ACTUAL 2006-2007	APPROVED BUDGET 2007-2008	AMENDED BUDGET 2007-2008	ESTIMATED ACTUAL 2007-2008	PROJECTED BUDGET 2008-2009
Sales Tax	993,338	925,000	960,000	960,000	985,000
Interest Income	56,729	50,000	52,000	52,000	52,000
TOTAL REVENUES	1,050,067	975,000	1,012,000	1,012,000	1,037,000
EXPENDITURES					
Debt Service-City of Liberty					
03 Bond Principal	280,000	285,000	285,000	285,000	295,000
03 Interest	95,178	88,110	88,110	88,110	79,850
Director's Insurance	500	500	500	500	500
Office Supplies	200	200	200	200	200
Levee Maintenance Expenses	12,000	12,000	12,000	12,000	12,000
Misc.	25,000	1,000	20,000	20,000	1,000
Workforce Contribution	0	25,000	25,000	25,000	25,000
Capital Outlay- Infrastructure Project	50,000	0	0	0	0
TOTAL EXPENDITURES	462,878	411,810	430,810	430,810	413,550

EXCESS OF REVENUES OVER EXPENDITURES	587,189	563,190	581,190	581,190	623,450
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ANTICIPATED FUND BALANCE September 30, 2008	\$1,749,024	\$2,336,213	\$2,917,403
ANTICIPATED EXCESS OF REVENUES OVER EXPENDITURES FOR FYE 9-30-09	\$587,189	\$581,190	\$623,450
ANTICIPATED FUND BALANCE September 30, 2009	\$2,336,213	\$2,917,403	\$3,540,853


The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/10/08 06:00 PM

Department: Finance
Category: Budget Items

COUNCIL ACTION 2008-27

DOC ID: 1114

Consider Approval of the Liberty Community Development Corporation Budget for Fiscal Year 08-09.

EXPLANATION:

For your approval is the annual budget for the Liberty Community Development Corporation for the budget year 2008-2009.

Naomi Herrington

LIBERTY COMMUNITY
DEVELOPMENT
CORPORATION
BUDGET FOR THE FISCAL
YEAR ENDING
September 30, 2009

REVENUES	ACTUAL 2006-2007	APPROVED BUDGET 2007-2008	AMENDED BUDGET 2007-2008	ESTIMATED ACTUAL 2007-2008	PROJECTED BUDGET 2008-2009
Sales Tax	993,338	925,000	960,000	960,000	985,000
Interest Income	56,729	50,000	52,000	52,000	52,000
TOTAL REVENUES	1,050,067	975,000	1,012,000	1,012,000	1,037,000
EXPENDITURES					
Debt Service-City of Liberty					
03 Bond Principal	280,000	285,000	285,000	285,000	295,000
03 Interest	95,178	88,110	88,110	88,110	79,850
Director's Insurance	500	500	500	500	500
Office Supplies	200	200	200	200	200
Levee Maintenance Expenses	12,000	12,000	12,000	12,000	12,000
Misc.	25,000	1,000	20,000	20,000	1,000
Workforce Contribution	0	25,000	25,000	25,000	25,000
Capital Outlay- Infrastructure Project	50,000	0	0	0	0
TOTAL EXPENDITURES	462,878	411,810	430,810	430,810	413,550

EXCESS OF REVENUES OVER EXPENDITURES	587,189	563,190	581,190	581,190	623,450
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ANTICIPATED FUND BALANCE September 30, 2008	\$1,749,024	\$2,336,213	\$2,917,403
ANTICIPATED EXCESS OF REVENUES OVER EXPENDITURES FOR FYE 9-30-09	\$587,189	\$581,190	\$623,450
ANTICIPATED FUND BALANCE September 30, 2009	\$2,336,213	\$2,917,403	\$3,540,853