



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, July 8, 2008

6:00 PM

City Council Chambers

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

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

IV. MISCELLANEOUS COMMUNICATION

1. Information Item 2008-30

Comcast Cable

- Attachment #1 - Comcast Communication (PDF)

V. PRESENTATIONS / REPORTS

1. Information Item 2008-31

Recycling - Terry Woodson, Waste Management

2. Information Item 2008-32

June 2008 Utility Aging Report

- Attachment #2 - June aging report (PDF)

3. Information Item 2008-33

Proposed Keystone XL Pipeline Project

4. Information Item 2008-34

TML Annual Conference

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, June 10, 2008
2. Wednesday, June 11, 2008
3. Tuesday, June 17, 2008
4. Wednesday, June 18, 2008

VII. REGULAR AGENDA**A. Regular Session****1. Council Action 2008-31**

Consider Approval of the Final Plat of the Amended Brooklyn Subdivision, Located at the Corner of Cos and Austin.

- Attachment #3 - Amended Brooklyn Subdivision (PDF)

2. Council Action 2008-32

Consider Approval of a Variance Request from the Size Requirement of the One-Time Change Out of a Manufactured Home, as Established in Ordinance No. 906.

- Attachment #4 - Hylton Variance Request (PDF)

3. Council Action 2008-33

Consider Approval of a Public Safety Interoperable Communications (PSIC) Grant.

FISCAL IMPACT:

Total project amount \$7,000.00.

PSIC Award \$5,600.00

Local Match Requirement \$1,400.00

- Attachment #5 - PSIC GRANT INFO (PDF)

4. Council Action 2008-34

Consider Approval of an Interlocal Agreement with the City of Longview, Texas for Short-Term Shelter During a Mandatory Evacuation.

5. Information Item 2008-35

Public Hearing on the 2007 Drinking Water Quality Report.

- Attachment #6 - 2007 Drinking Water Quality Report (PDF)

6. Resolution 2008-14

Consider Approval of a Resolution Requesting Federal Capital Improvement Funds from the Texas Department of Transportation Aviation Division and Authorizing the City Manager to Execute All Related Documents.

- Attachment #7 - Airport CIP Project Breakdown (PDF)
- Attachment #8 - Certification of Project Funds (PDF)
- Attachment #9 - Designation of Authorized Representative (PDF)
- Attachment #10 - Designation of Sponsor's Consultant Selection Committee (PDF)

7. Council Action 2008-35

Consider Approval of Amendment No. 3 to the Project Agreement for the City of Liberty, Emergency Watershed Program Project.

- Attachment #11 - Amendment No. 3 EWP Project(PDF)

8. Resolution 2008-15

Consider Approval of a Resolution Electing to Participate in the Tax Abatement Program Under Texas Tax Code 312.

9. Resolution 2008-16

Consider Approval of a Resolution Adopting Guidelines and Criteria for Tax Abatement.

- Attachment #12 - Tax Abatement Guidelines and Criteria 2008 (DOC)

10. Resolution 2008-17

Consider Approval of a Resolution Indicating Intent to Enter into a Tax Abatement Agreement with Boomerang Tube, LLC.

- Attachment #13 - PROPOSED TAX ABATEMENT SCHEDULE put with Intent Resolution (DOC)

B. Executive Session

Personnel Matters. Evaluation of the City Manager. Gov. Code §551.074.

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 3rd day of July, 2008 at 3:00 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: 07/08/08 06:00 PM

Department: Administration
Category: Correspondence

INFORMATION ITEM 2008-30

DOC ID: 1133

Comcast Cable

EXPLANATION:

This information from Comcast Cable speaks to customer demand for additional High Definition programming and digital services.

Dianne Tidwell

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June 27, 2008

Comcast Cable
8590 West Tidwell Road
Houston, TX 77040
Tel: 713-462-1900
www.comcast.com

Certified Mail, Return Receipt Requested

Dianne Tidwell
City of Liberty
1829 Sam Houston
Liberty, TX 77575

Dear Dianne Tidwell:

In keeping with our ongoing efforts to provide regular updates regarding our service in your community, I would like to inform you about an effort underway at Comcast to fulfill customer demand for more High Definition (HD) programming and advanced digital services. As you may know, most of our customers today receive digital cable, and a significant and rapidly growing portion of this digital majority also subscribe to HD service. Because we are committed to offering more HD programming than any other provider and to meeting our customers' desire for even more HD content, we are taking steps now that will allow us to deliver more than 1,000 HD choices by the end of this year. In addition to increased HD choices, our customers have told us they expect us to continue enhancing popular digital features and services like On Demand and Digital Video Recorders.

To accommodate this significant expansion of digital and HD services (we currently offer about 500 HD choices a month), we will be changing the channel positions of a small number of cable networks this July, moving them to our digital service. Because more than 70 percent of our Houston area customers receive digital cable service today, most Comcast customers will continue to receive these networks without interruption. For the balance of our customers, these networks will no longer be viewable without a digital converter box. As you may know, our primary competitors – the satellite and telephone companies – do not offer any analog service and require that all of their customers either rent digital boxes or purchase expensive satellite receivers.

The move of these analog networks is scheduled to begin on August 26, 2008. As is our practice, we will be notifying affected customers about this initiative and have enclosed the customer notice for your reference. Additionally, customers can visit a newly created website – www.comcastdigitalworld.com/houston – to get their questions answered or contact us 24x7 by phone at 1-800-COMCAST or via live chat at www.comcast.com. And, as previously communicated, Comcast will continue to offer basic cable as an analog service through and after the separate, unrelated event of the federally-mandated Broadcast Digital Transition, which applies only to broadcast television stations.

For local residents who are interested in upgrading from analog to digital service, it is easy to switch simply by requesting a digital converter box or scheduling a professional installation.

Comcast's goal is to offer our customers the best quality, the most choices and the greatest value in home entertainment, and we will continue to invest in our network, in customer service and in new technologies in order to meet that goal. Please do not hesitate to contact me at 713-375-7830 should you have any questions about the information I have enclosed here or about our service in general.

Respectfully,

Craig D'Agostini
Director of Government Relations

Enclosure: Sample Customer Communication

Attachment # 1: Comcast Communication (INF-2008-30 : Comcast)

-Important information about your Service-

Effective 8/26/2008, the following channels will be moving to a new channel number and/or service level:

Network Name	Current Channel	Current Service Level	New Channel	New Service Level*
TruTV	67	Expanded Basic	214	Digital Starter
Discovery Health	66	Expanded Basic	334	Digital Classic
ESPN Classic	35	Expanded Basic	109	Digital Classic
National Geographic	65	Expanded Basic	335	Digital Classic
ABC Family	48	Expanded Basic	32	Expanded Basic
Golf Channel	32	Expanded Basic	35	Expanded Basic
Spike TV	68	Expanded Basic	48	Expanded Basic
Bravo	69	Expanded Basic	65	Expanded Basic

* In order to continue to view the programming listed, you will need to subscribe to the digital package stated. Digital converter box and remote or other compatible equipment required to receive digital programming. Comcast's current fee for a Digital converter box and remote is \$3.99 per month. Installation, taxes and franchise fees extra. Not all programming and services available in all areas. Other restrictions apply. Call 1-800-COMCAST for complete details. ©2008 Comcast. All rights reserved.

Why is Comcast moving analog channels to the digital lineup?

- By moving channels to digital we create capacity for more HD channels, faster Internet speeds and other enhancements in response to customer demand.

How does digital cable service benefit me?

- Digital cable customers enjoy a host of features and benefits that are not available with analog service. Video On Demand, the Interactive Program Guide, Music Choice, enhanced picture quality and Parental Controls are all enabled by a digital converter box. Digital cable service also allows for advanced services like Digital Video Recorders and High Definition viewing.

What will it cost me to change my service to digital cable?

- To continue receiving the channels that will be moving to digital cable, you will need a digital set top box. The fee for a standard-definition digital box with remote control is only \$3.99 per-month. Please visit www.comcastdigitalworld.com/houston or call 1-800-COMCAST for more details.

How difficult is it to make the switch to digital cable?

- The transition to digital cable is quick and easy and there are several options available to you. You can pick up a digital converter box at your local service center or you can schedule a professional installation.

For more information about these changes, to locate service centers near you or to learn more about the benefits of digital video service and current discount offers, please call 1-800-COMCAST or visit www.comcastdigitalworld.com/houston.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM 2008-31

DOC ID: 1134

Recycling - Terry Woodson, Waste Management

EXPLANATION:

Terry Woodson, Municipal Marketing Manager for Waste Management, will be present to discuss the various options available to the city for recycling.

Dianne Tidwell

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Finance
Category: Reports

INFORMATION ITEM 2008-32

DOC ID: 1131

June 2008 Utility Aging Report

EXPLANATION:

The attached report is of utility accounts in arrears as of 06/28/2008. The total amount that is in arrears at this time is \$225,881.74, with \$214,355.86 of this amount belonging to the Liberty Dayton Community Hospital. This would leave a total in arrears for all other utility accounts of \$11,525.88. I have looked over these accounts and all but four have already come in and made arrangements to take care of their past due amounts. The four that do not have arrangements are being finaled due to the fact that these people no longer live at this address.

Naomi Herrington

5.2.a

===== R E P O R T T O T A L S =====

REVENUE CODE:	--CURRENT--	+1 MONTHS	+2 MONTHS	+3 MONTHS	+4 MONTHS	--BALANCE--
100-ELECTRIC REVENUE	15733.92	12254.58	12054.69	9739.68	133957.98	183740.85
115-PENALTY REVENUE	73.64	1317.28	1288.16	1021.14	13752.34	17452.56
200-WATER COLLECTIONS	400.63	417.88	397.23	252.10	2254.85	3722.69
202-MISC WATER	0.00	3.23	0.52	0.00	0.00	3.75
210-WATER DEPOSITS BILLED	0.00	21.27	13.73	0.00	0.00	35.00
300-GARBAGE COLLECTIONS	298.66	290.04	241.67	107.17	228.70	1166.24
401-SEWER COLLECTIONS	406.98	427.23	408.00	268.30	2201.09	3711.60
500-TAX - ELECTRIC	1183.63	912.04	919.77	779.35	11036.50	14831.29
503-TAX - SECURITY LIGHTS	0.00	0.74	3.91	4.45	0.38	9.48
600-ALARMS	10.00	10.06	10.09	8.56	128.38	167.09
700-RECONNECT FEE	140.00	187.63	175.41	59.01	382.95	945.00
800-TAX - GARBAGE	24.63	23.94	19.93	8.84	18.85	96.19
TOTALS	18272.09	15865.92	15533.11	12248.60	163962.02	225881.74

TOTAL REVENUE CODES: 225,881.74

TOTAL ACCOUNT BALANCE 225,881.74

DIFFERENCE: 0.00

ERRORS: 000

Attachment # 2: June aging report (INF-2008-32 : Utility Aging Report)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM 2008-33

DOC ID: 1132

Proposed Keystone XL Pipeline Project

EXPLANATION:

Randy Hutson will be here to give a presentation on the proposed Keystone XL Pipeline Project. The proposed Keystone XL Pipeline project is a partnership between TransCanada and ConocoPhillips.

Robbie Hood

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-34

DOC ID: 1135

TML Annual Conference

EXPLANATION:

Mayor Pickett will remark on the upcoming TML Annual Conference and Exhibition. The conference this year will be held on October 28-31 (Tuesday-Friday) in San Antonio.

Dianne Tidwell

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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, 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

The Meeting was called to order on June 10, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:10 PM by Mayor Carl Pickett.

Attendee Name	Present	Absent	Late	Arrived
Carl Pickett	p	..	..	
Dennis Beasley	p	..	..	
Diane Huddleston	p	..	..	
Mike McCarty	p	..	..	
Al Simonson	p	..	..	
Louie Potetz	p	..	..	
Frank Jordan	p	..	..	

II. INVOCATION

Mark McClelland, Liberty County Tax Assessor-Collector

III. PLEDGE OF ALLEGIANCE

Sara Reiss, daughter of city employee, April Reiss

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.

1. Fire Chief Fred Collins reported on the department's recent fundraiser in which they collected approximately \$4500.00.
2. Mayor Pickett remarked on the monthly radio program attended by Water & Wastewater Supt., Earl McCreight and commended him for an excellent program.
3. Mayor Pickett reminded Council Members to keep their microphones turned on so that the recording of the meeting is of good quality.

V. PRESENTATIONS / REPORTS

1. Information Item 2008-25

Neighborhood Services

Minutes Acceptance: Minutes of Jun 10, 2008 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Robbie Hood, Neighborhood Services, was unable to attend the meeting, due to a family emergency, to report on activities in the Neighborhood Services Department.

2. Information Item 2008-26

Recycling Report

COMMENTS - Current Meeting:

Councilperson Huddleston reported on the city's activities regarding proposed recycling efforts, including grants, recycling bags to be distributed to the citizens in the near future, and a tire disposal event scheduled for Saturday, September 20, 2008. Councilperson Huddleston also reported that Waste Management representative, Terry Woodson, would be present at the July council meeting to discuss various options for recycling (containers, curb-side costs, etc).

3. Information Item 2008-27

Financial Report

COMMENTS - Current Meeting:

Finance Director Naomi Herrington discussed with Council the May, 2008 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**

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

2. Tuesday, May 20, 2008

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

3. Tuesday, May 27, 2008

Minutes Acceptance: Minutes of Jun 10, 2008 6:00 PM (Minutes Approval)

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

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2008-18

Consider Approval of a Bid Received for Tax Resale Property.

COMMENTS - Current Meeting:

Mark McClelland, Liberty County Tax Assessor-Collector was present to report on tax resale properties. These properties were taken into trust in the early 90's; Liberty ISD being the lead plaintiff. Mr. Lewis Hawthorne has put in a bid for these properties in the amount of 70-75% of the appraised value; the amount bid being less than the court costs and taxes due. All funds received for the properties will go to court costs. None of the taxing entities will recover any tax dollars; however it does get these properties back on the tax roll.

According to the Property Tax Code, if property is resold at private sale, the taxing units giving up tax dollars must give their approval for the sale.

ATTACHMENTS:

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

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

2. Council Action 2008-19

Consider Approval of the Final Plat of the Love Subdivision.

COMMENTS - Current Meeting:

Mr. Love has presented a final plat for the subdivision of his property described as the B.W. Hardin Survey, Tract 13. Mr. Love subdivided his property in order to make a distinction between property for construction of a new home, and property where an existing dwelling is currently located. The preliminary plat was presented to Council at the May, 2008 meeting.

ATTACHMENTS:

- Attachment #2 - Love Final Plat(HTM)

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

3. Council Action 2008-20

Consider Approval of the Final Plat of the Oldham Subdivision.

COMMENTS - Current Meeting:

Mr. Oldham presented a plat for subdivision of his property described as the Slay Strip, Lot Tract 13, cut out of the George Orr League, Abstract 91. Mr. Oldham was required to subdivide his property in order to place a commercial building on the back of his property, as an existing family is currently dwelling on the front portion. This plat was presented through the short form plat process.

ATTACHMENTS:

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

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

4. Council Action 2008-21

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

COMMENTS - Current Meeting:

The City received proposals from Key Energy and Wedge Well Service for the lease of the city's property located at 512 Hwy. 90. After lengthy discussion and comments from each proposer, each was given time to make a final written proposal for an amount they were willing to expend for a monthly lease on this property. Written amounts were submitted as follows: 1)Wedge Well Service - \$4,750.00 and 2) Key Energy - \$10,001.00. The motion was made to accept a 5-year Lease Agreement with Key Energy for \$10,001.00 per month, with the following changes:

1. The renewal clause in Paragraph 1 of the lease agreement will be removed.
2. The language in Paragraph 4 regarding storage of equipment not in use will be amended.

The funds from the lease of this property directly benefit the Liberty Municipal Library.

ATTACHMENTS:

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

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

5. Council Action 2008-22

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

COMMENTS - Current Meeting:

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

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

6. Council Action 2008-23

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

COMMENTS - Current Meeting:

This contract provides clear cut clearance of 5 feet around distribution electrical lines within the City of Liberty. This contract is for a flat-rate per hour, depending on the type of crew used; invoices will be submitted to the city monthly. Electrical Superintendent Randy Wiggins stated that his budget will allow this contract to carry through to the end of September.

ATTACHMENTS:

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

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

7. Council Action 2008-24

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

COMMENTS - Current Meeting:

Nowlin & Associates, Inc. submitted a proposal for an evaluation of the electric system operated by the City of Liberty. The evaluation includes a review of system mapping, electric department staffing, routine maintenance, and new construction ordinances. The fee for this project will not exceed \$14,000.00.

ATTACHMENTS:

- Attachment #9 - NOWLIN ASSOCIATES Proposal (PDF)

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

8. Council Action 2008-25

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

COMMENTS - Current Meeting:

City 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. The motion was made to appoint Mr. Paul Damek as an alternate member of the Planning & Zoning Commission.

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

9. Information Item 2008-28

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

COMMENTS - Current Meeting:

This item was tabled until a later date.

10. Council Action 2008-26

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

RESULT:	TABLED [UNANIMOUS]	Next: 7/8/2008 6:00 PM
MOVER:	Diane Huddleston, Councilperson	
SECONDER:	Mike McCarty, Mayor Pro-Tem	
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan	

11. Council Action 2008-27

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

RESULT:	TABLED [UNANIMOUS]	Next: 7/8/2008 6:00 PM
MOVER:	Diane Huddleston, Councilperson	
SECONDER:	Mike McCarty, Mayor Pro-Tem	
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan	

B. Executive Session

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

At 7:37 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized by Gov. Code §551.071 regarding litigation with Liberty-Dayton Community Hospital.

C. Reconvene into Regular Session

At 8:55 p.m., Mayor Pickett 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:

Motion was made that the City move forward with the security agreements offered by the Hospital and that the Mayor be authorized to execute such security and trust agreements to secure money owed to the City.

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

VIII. COUNCIL MEAL

The Council shared an evening meal.

IX. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 8:56 p.m.

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

 Carl Pickett, Mayor

ATTEST:

 Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jun 10, 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

Wednesday, June 11, 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

The Meeting was called to order on June 11, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:05 PM by Mayor Carl Pickett.

Attendee Name	Present	Absent	Late	Arrived
Carl Pickett	p	..	..	
Dennis Beasley	p	..	..	
Diane Huddleston	p	..	..	
Mike McCarty	p	..	..	
Al Simonson	p	..	..	
Louie Potetz	p	..	..	
Frank Jordan	p	..	..	

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledge.

IV. REGULAR AGENDA

A. Executive Session

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

At 6:06 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized by Gov. Code §551.087.

B. Reconvene into Regular Session

At 8:06 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

- Motion To:** Consider action, if any, on the items as discussed in the Executive Session

COMMENTS - Current Meeting:

Motion was made to instruct the economic development person to continue negotiations with the prospective client as discussed in the Executive Session.

Minutes Acceptance: Minutes of Jun 11, 2008 6:00 PM (Minutes Approval)

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

V. COUNCIL MEAL

The Council shared an evening meal.

VI. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 8:05 p.m.

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

 Carl Pickett, Mayor

ATTEST:

 Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jun 11, 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, June 17, 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

The Meeting was called to order on June 17, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:03 PM by Mayor Carl Pickett.

Attendee Name	Present	Absent	Late	Arrived
Carl Pickett	p	..	..	
Dennis Beasley	p	..	..	
Diane Huddleston	p	..	..	
Mike McCarty	p	..	..	
Al Simonson	..	p	..	
Louie Potetz	p	..	..	
Frank Jordan	p	..	..	

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledge.

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. REGULAR AGENDA

A. Regular Agenda Items

1. Council Action 2008-28

Consider Approval of Entering into a Memo of Understanding with the Liberty Independent School District Regarding a School Resource Officer.

COMMENTS - Current Meeting:

The City Council at its April meeting, directed Police Chief Mike Cummings to continue negotiations with the school district for a school resource officer. Discussed was a three-year program, to be reviewed annually by each entity, for

Minutes Acceptance: Minutes of Jun 17, 2008 6:00 PM (Minutes Approval)

a 75/25 split of the total cost, the school district paying 75%. Chief Cummings reported that the school district is standing firm with a commitment for a 3-year program of \$50,000 per year, for an approximate 74/26% split.

ATTACHMENTS:

- Attachment #1 - SRO Cost Analysis 061208 (XLSX)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mike McCarty, Mayor Pro-Tem
SECONDER:	Frank Jordan, Councilman
AYES:	Pickett, Beasley, Huddleston, McCarty, Potetz, Jordan
ABSENT:	Al Simonson

2. Information Item 2008-29

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

COMMENTS - Current Meeting:

The Liberty Community Development Board is required to make an annual report to the City Council regarding the plan, no later than December 1st of each year. This review is presented by the City Manager, who is also the General Manger of the Corporation.

City Manager Ron Wood reported that there few expenditures made with LCDC funds in the past year. Mr. Wood stated the Corporation has focused on retiring the levee debt and options for pay-off of these bonds.

3. Council Action 2008-29

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

COMMENTS - Current Meeting:

City Manager Ron Wood reported that the amendment to the FY 07-08 budget is due to a \$20,000 expenditure for studies completed regarding the proposed purchase of the Union Pacific Rail Spur.

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

4. Council Action 2008-30

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

COMMENTS - Current Meeting:

Although the Liberty Community Development Corporation Board of Directors have already approved their budget for Fiscal Year 2008-2009; this budget is not considered formally adopted until approved by the City Council.

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

VI. WORK SESSION

A. Work Session 2008-1

Discussion and Formulation of Long-Range Plans and Goals for the City of Liberty.

COMMENTS - Current Meeting:

Council held lengthy discussion regarding the formulation of goals, objectives, and action plans for the City of Liberty.

VII. COUNCIL MEAL

The Council shared an evening meal.

VIII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 8:34 p.m.

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

 Carl Pickett, Mayor

ATTEST:

 Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jun 17, 2008 6:00 PM (Minutes Approval)



The City of Liberty City Council

Work Session

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Wednesday, June 18, 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

The Meeting was called to order on June 18, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:05 PM by Mayor Carl Pickett.

Attendee Name	Present	Absent	Late	Arrived
Carl Pickett	p	..	..	
Dennis Beasley	p	..	..	
Diane Huddleston	p	..	..	
Mike McCarty	p	..	..	
Al Simonson	..	p	..	
Louie Potetz	p	..	..	
Frank Jordan	p	..	..	

II. WORK SESSION

1. Work Session 2008-2

Formulation of Long Range Plans and Goals for the City of Liberty.

COMMENTS - Current Meeting:

On Tuesday, June 17th Council began discussion regarding the formulation of goals, objectives, and action plans for the City of Liberty. Council continued and completed their deliberations on these issues for the upcoming year.

III. COUNCIL MEAL

The Council shared an evening meal.

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 8:23 p.m.

Minutes Acceptance: Minutes of Jun 18, 2008 6:00 PM (Minutes Approval)

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

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jun 18, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Inspection
Category: Plats

COUNCIL ACTION 2008-31

DOC ID: 1129 A

Consider Approval of the Final Plat of the Amended Brooklyn Subdivision, Located at the Corner of Cos and Austin.

EXPLANATION:

Mr. Frank Davis has presented an amended plat of the Brooklyn Subdivision for consideration. The original Brooklyn Subdivision was presented to the Planning and Zoning Commission in March and passed unanimously. Since then, Mr. Davis bought an additional strip of undeveloped land located on the south side of the two lots of the Brooklyn Subdivision. By including the property as part of the two lots, it extends the back property line to enlarge both lots. The Planning and Zoning Commission reviewed the plat at a scheduled meeting on June 25, 2008 and conditionally approve the plat. The plat conforms to all the provisions of the Subdivision Ordinance and it is recommended the plat be approved.

Candice Parker

CITY OF LIBERTY PLANNING COMMISSION'S CERTIFICATION

RE: **Final Plat of Amended Brooklyn Subdivision**

Subdivision Name

On the **25th** day of **June, 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:

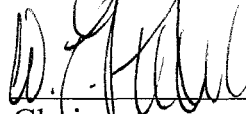
✓

conditionally approve the above named plat.

disapprove the above-named plat for the following reasons:

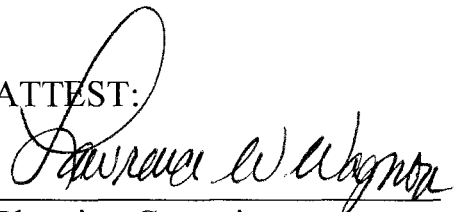
conditionally approve the above-named plat, with the following modifications, to-wit: _____

SIGNED this the 25th day of June, 2008.



Chairperson
Planning Committee

ATTEST:



Planning Committee

Attachment # 3: Amended Brooklyn Subdivision (CA-2008-31 : Amended Brooklyn Subdivision)

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

RE: **Final Plat of the Amended Brooklyn Subdivision**
Subdivision Name

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

☒ No recommendations as to modifications, additions or alterations.

-or-

☐ The following recommendations, modifications, additions or alterations:

SIGNED this the 3rd day of June, 2008.


Administrator/City Inspector, Planning Director

Attachment # 3: Amended Brooklyn Subdivision (CA-2008-31 : Amended Brooklyn Subdivision)

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

RE: **Final Plat of the Amended Brooklyn Subdivision**

- ✓ A. Preliminary Conference with: Heather Henicke
- ✓ B. Date conference held: 6-3-08
- ✓ C. Plat Filing: Short Form Final-Amended
Date filed: 6-3-08
Fee Amount Paid: \$ 150.00
- D. Plat Checklist (initial and date or ditto for approval)
- CP 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.
- CP 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.
- CP 3. Description, by metes and bounds, of the subdivision boundaries.
- CP 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.
- CP 5. Subdivision boundary lines indicated by heavy lines; the acreage of the subdivision shown.
- CP 6. Existing conditions as follows:
CP (1) The exact location, dimensions, name and description of all existing and/or recorded streets, alleys, reservations, easements, or other

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.

- CS 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.
- CS 8. Date of preparation; actual and graphic scale of plat; and north arrow.
- CS 9. Draft of proposed restrictive covenants (if any) to be imposed; areas subject to special restrictions described and mapped.
- CS 10. A number or letter to identify each lot or site on each block.
- CS 11. Building setback lines on fronts of all lots and sites. Side yard building setbacks lines at street intersections and crosswalk ways.
- CS 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.
- CS 13. Proposed fill or other structure-elevating techniques, levees, channel modifications, and other methods to overcome flood or erosions related hazards.
- CS 14. Designation of all land to be reserved or dedicated for open space or recreational use.
- CS 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.

CS 16. Soil information.

CS

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:

- CS a. Fire code regulations and requirements.

4. Electric Power Department:

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

G. Comments:

THE STATE OF TEXAS,
COUNTY OF LIBERTY,

I, FRANK DAVIS, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF THE 0.64 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF THE AMENDING PLAT OF BROOKLYN SUBDIVISION, HEREBY MAKE A SUBDIVISION OF SAID PROPERTY FOR 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 AMENDING PLAT OF BROOKLYN 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 CULLEES, RAVINES, DRAINS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSE LOCATED IN THE SAID SUBDIVISION, AS SHOWN HEREON, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING LIBERTY COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

IN TESTIMONY WHEREOF, FRANK DAVIS HAS CAUSED BY THESE PRESENTS TO BE SIGNED BY ME THEREUNTO AUTHORIZED THIS _____ DAY OF _____ 2008.

FRANK DAVIS

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED FRANK DAVIS 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 AMENDING PLAT OF BROOKLYN 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 FILE 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

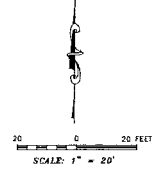
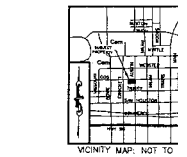
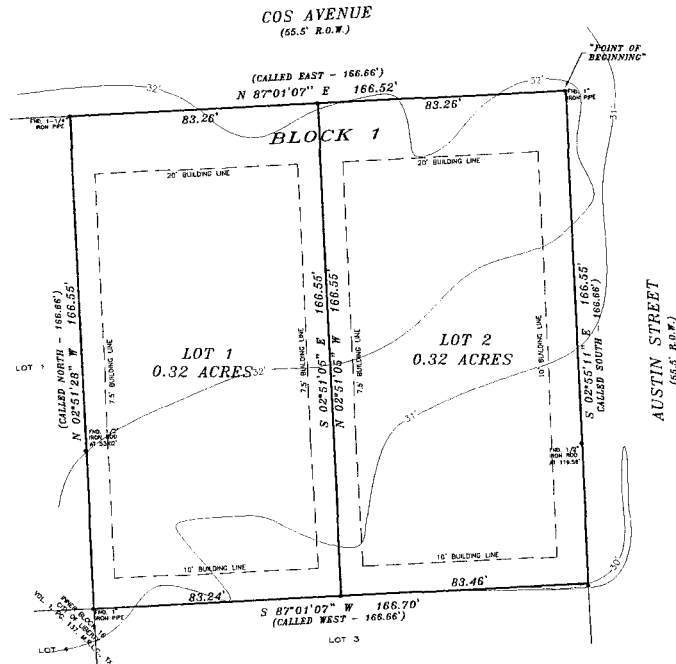
THIS IS TO DECLARE THAT I, HOWARD L. MARTIN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4078 OF THE STATE OF TEXAS, HAVE PLATED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY OF THE GROUND AND THAT ALL CORNERS OF BLOCK LINES, POINT OF INTERSECTIONS OF CURVES, AND TANGENTS OF THE SUBDIVISION ARE PROPERLY MARKED WITH CAPPED IRON RODS MARKED HIGH LAND FLUSH WITH FINISH GRADE AND THAT ALL LOT CORNERS ARE PROPERLY MARKED WITH CAPPED IRON RODS MARKED HIGH 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

AMENDING PLAT OF BROOKLYN SUBDIVISION

A PLAT SHOWING 0.64 ACRES SITUATED IN THE LIBERTY TOWN EAST LEAGUE, ABSTRACT NO. 359, LIBERTY COUNTY, TEXAS AND BEING ALL OF LOT 2, INNER BLOCK 16, CITY OF LIBERTY, A SUBDIVISION IN LIBERTY COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 137 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS.

REASON FOR AMENDMENT: TO ADD MORE ACREAGE AT THE REAR OF THE LOTS TO MAKE LOTS DEEPER



LEGEND
W.L.C. = MAP RECORDS OF
LIBERTY COUNTY
V.L. = VOLUME
P.C. = PAGE

METES & BOUNDS

FIELD NOTES OF A TRACT OF LAND CONTAINING 0.64 ACRES SITUATED IN THE LIBERTY TOWN EAST LEAGUE, ABSTRACT NO. 359, LIBERTY COUNTY, TEXAS AND BEING ALL OF LOT 2, INNER BLOCK 16, CITY OF LIBERTY, A SUBDIVISION IN LIBERTY COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 137 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS, SAID 0.64 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL CALLED BEARINGS ARE RECORD BEARINGS AND MEASURED BEARINGS ARE PER THE TEXAS PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE 1983 DATUM.

BEGINNING AT A 1" IRON PIPE, FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF COS AVENUE (55.5' RIGHT-OF-WAY), THE WEST RIGHT-OF-WAY LINE OF AUSTIN STREET (55.5' RIGHT-OF-WAY), THE NORTH-EAST CORNER OF SAID LOT 2 AND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, S 02°55'11" E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID AUSTIN STREET AND THE EAST LINE OF SAID LOT 2, AT 119.55 FEET PASS A 1/2" IRON ROD, FOUND FOR REFERENCE, IN ALL A TOTAL DISTANCE OF 119.55 FEET (CALLED SOUTH - 119.55 FEET) TO A 3" CAPPED IRON ROD MARKED HIGH LAND SET, BEING THE COMMON EASTERLY LOT CORNER OF LOT 2 AND 3 OF SAID INNER BLOCK 16 AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, S 87°01'07" W, ALONG THE COMMON LOT LINE OF SAID LOT 2 AND 3, A DISTANCE OF 186.70 FEET (CALLED WEST - 186.70 FEET) TO A 1" IRON PIPE, FOUND, BEING THE COMMON LOT CORNER OF LOT 1, 2, 3 AND 4 OF SAID INNER BLOCK 16 AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, N 02°55'11" E, ALONG THE COMMON LOT LINE OF SAID LOT 1 AND 2, AT 53.07 FEET PASS A 1/2" IRON ROD, FOUND FOR REFERENCE, IN ALL A TOTAL DISTANCE OF 186.55 FEET (CALLED NORTH - 186.55 FEET) TO A 1" IRON PIPE, FOUND, IN THE SOUTH RIGHT-OF-WAY LINE OF SAID COS AVENUE, THE COMMON NORTHERLY LOT CORNER OF SAID LOT 1 AND 2 AND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE, N 87°01'07" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COS AVENUE AND THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 186.52 FEET (CALLED EAST - 186.52 FEET) TO THE "POINT OF BEGINNING" AND CONTAINING 0.64 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 FIRM PANEL NO. 480441 0445C, DATED 05-02-2008.

PROJECT BENCHMARK

CITY OF LIBERTY BENCHMARK NO. 2, A DISK IN SOUTH HEADWALL CULVERT AT COOK STREET AND FOREST PARK APARTMENTS

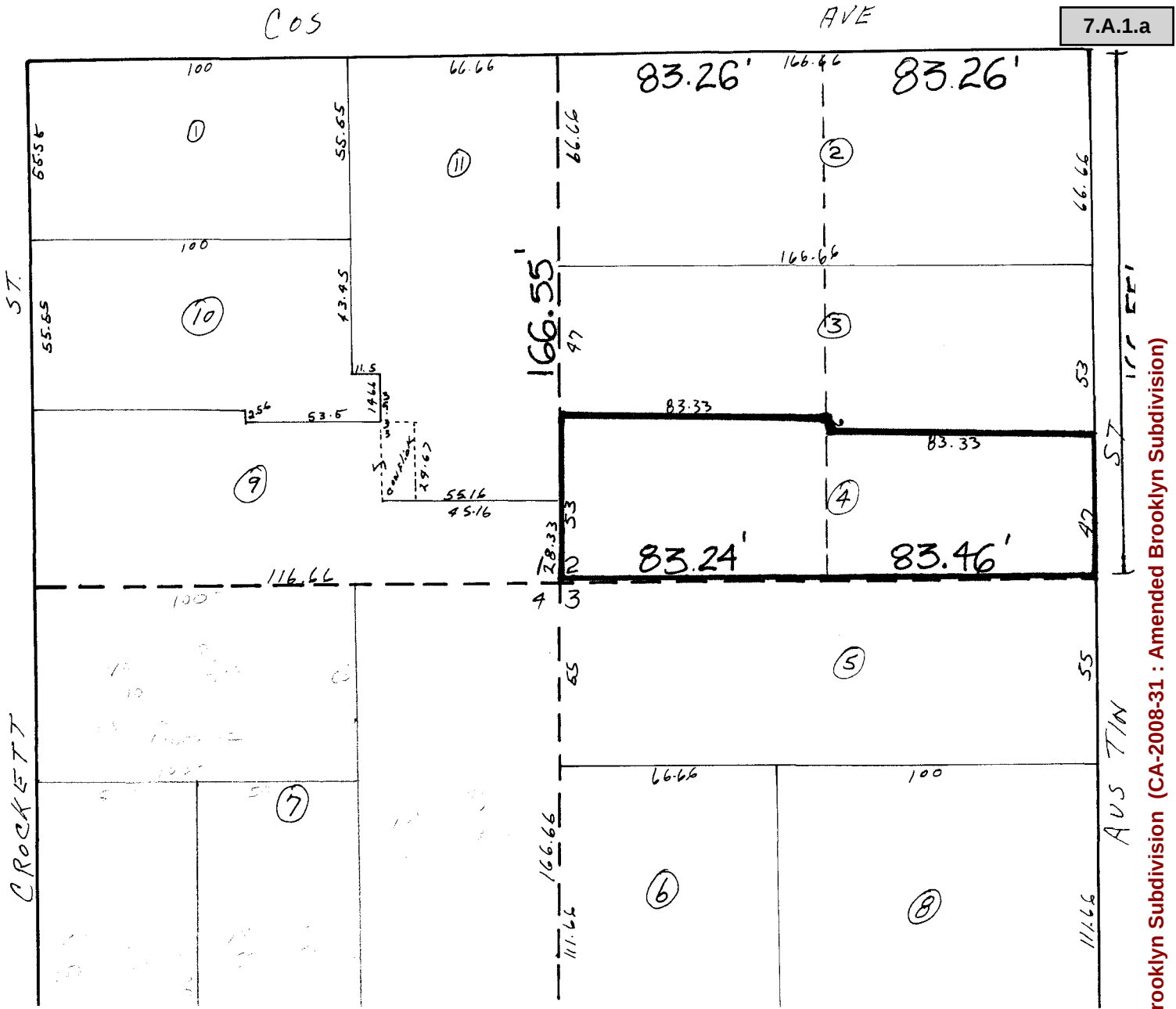
NOTES:

1. ALL CALLED BEARINGS ARE RECORD BEARINGS AND MEASURED BEARINGS ARE PER THE TEXAS PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE 1983 DATUM.

JOB NO. 208080ADMC
DATE: 6/03/2008

H & H PROFESSIONAL
LAND
SERVICES
10303 1/2 Eagle Drive
Mont Belvieu, TX 7
Phone: (281) 385-
Fax: (281) 385-5

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Inspection
Category: Variance Requests

COUNCIL ACTION 2008-32

DOC ID: 1128

Consider Approval of a Variance Request from the Size Requirement of the One-Time Change Out of a Manufactured Home, as Established in Ordinance No. 906.

EXPLANATION:

Mrs. Jean Hylton, has submitted a letter requesting a variance to place a single wide manufactured home on a lot at 1604 Browning. Mrs. Hylton expressed her intention that she wanted to exercise her right to a one time change out of her manufactured home as established in Ordinance No. 906. However, the Ordinance states the replacement has to be at least 24' in width no more than three model years of age older than the current model year. Also, the new manufactured home must be placed on a permanent concrete foundation. The Planning and Zoning Commission reviewed the variance request at a scheduled meeting on June 25, 2008 and voted not to approve the variance based on Ordinance No. 906, Section 2, 1.u that states the replacement manufactured home must be at least twenty-four feet wide when measured at a right angle and transported in two or more sections.

I have included the Certification signed by the Planning and Zoning Commission, the variance request letter submitted by Mrs. Hylton, a location map, Ordinance No. 906 and documentation of the manufactured home she wishes to purchase.

Candice Parker

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

RE: Property owner, Jean Hylton, variance request from the size requirement of the one-time change out as established in Ordinance No. 906

On the **25th** day of **June, 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 on a variance request 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-mentioned variance request does herein certify:

✓

the Planning Commission has reviewed the variance request and all other materials and evidence submitted in connection therewith; and

hereby recommends the City Council take the following action:

✓

conditionally approve the variance request.

disapprove the variance request for the following reasons:

Based on Ordinance No. 906
Section 2, Lu

SIGNED this the 25th day of June, 2008.

D.P. Felti

Chairperson
Planning Committee

ATTEST:

Lauren Walker
Planning Committee

Attachment # 4: Hylton Variance Request (CA-2008-32 : Variance Request)

Dayspring Church
2005 Edgewood Street
Liberty, Texas 77575

Mrs. Jean Hylton, Secretary
1316 Maple Street (Mailing address)
Liberty, Texas 77575 (936) 334-0999

6/17/2008

CITY OF LIBERTY
1829 SAM HOUSTON STREET
LIBERTY, TEXAS 77575

ATTN: MR. RON WOOD,
CITY MANAGER

RE: Request for variance

Dear Mr. Wood,

I'm writing to request that you grant us a variance to allow a one time replacement of the old 12X65 (1971) Mobile Home that was installed September 30, 1986 and removed April 23, 2008 located at 1604 Browning Street, in the City of Liberty, Texas. We respectfully plead with you to allow us to replace it with a brand new 16X72 Manufactured Home. The Home will be owned by the Dayspring Church and be used for the Church's Parsonage in the future. My Husband has been the

Pastor of the Church for twenty five years~as of August 28 this year~and is in good standing in the Community. Without our

knowledge until recently, we learned that he had won the READERS' CHOICE AWARD for the Best Religious Leader '08

voted by the Readers of the Vindicator. We both were very surprised and humbled by the Award.

Mr. Roy Gilliland has the File containing the information concerning the said request. We just cannot put a double wide

there because it will interfere with the use of our parking during our Service Times.

Mr. Wood, if you don't see fit to grant our Variance Request, will you be so kind as to bring it before the proper Authorities

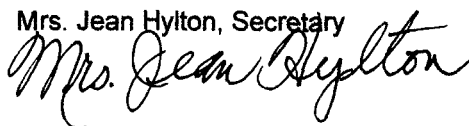
and get a Decision on our request?

We will appreciate anything you can do to help us.

Thank you,

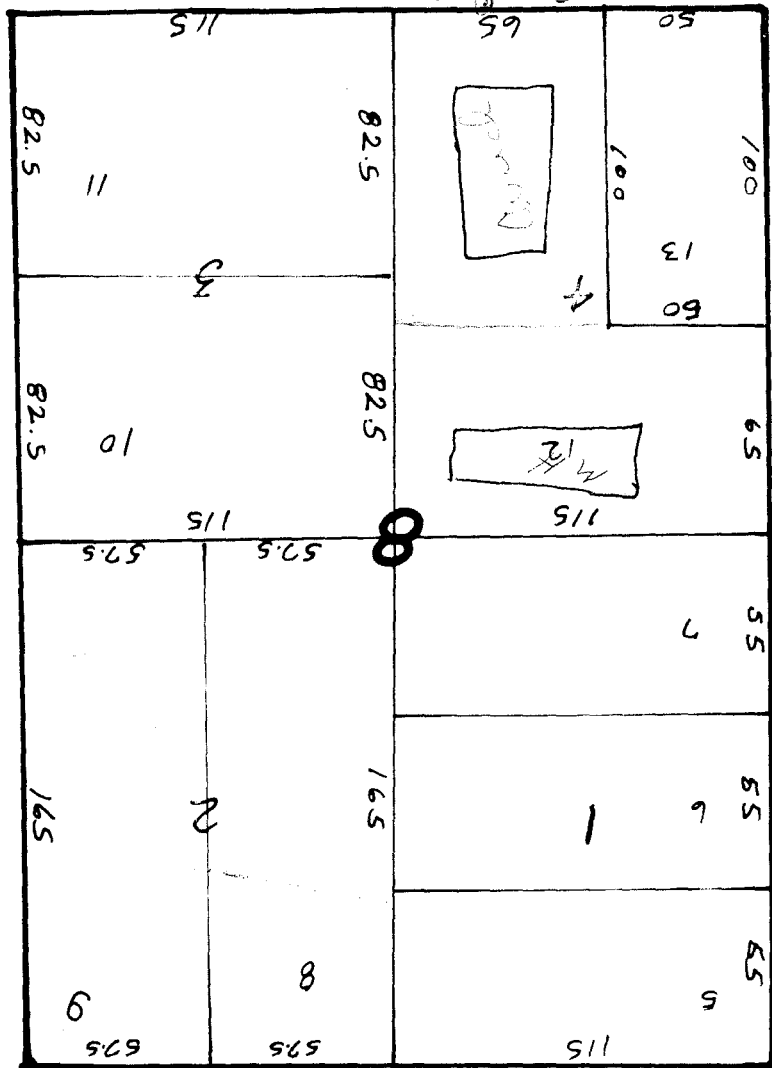
Respectfully submitted,

Mrs. Jean Hylton, Secretary



Attachment # 4: Hylton Variance Request (CA-2008-32 : Variance Request)

Edgewood

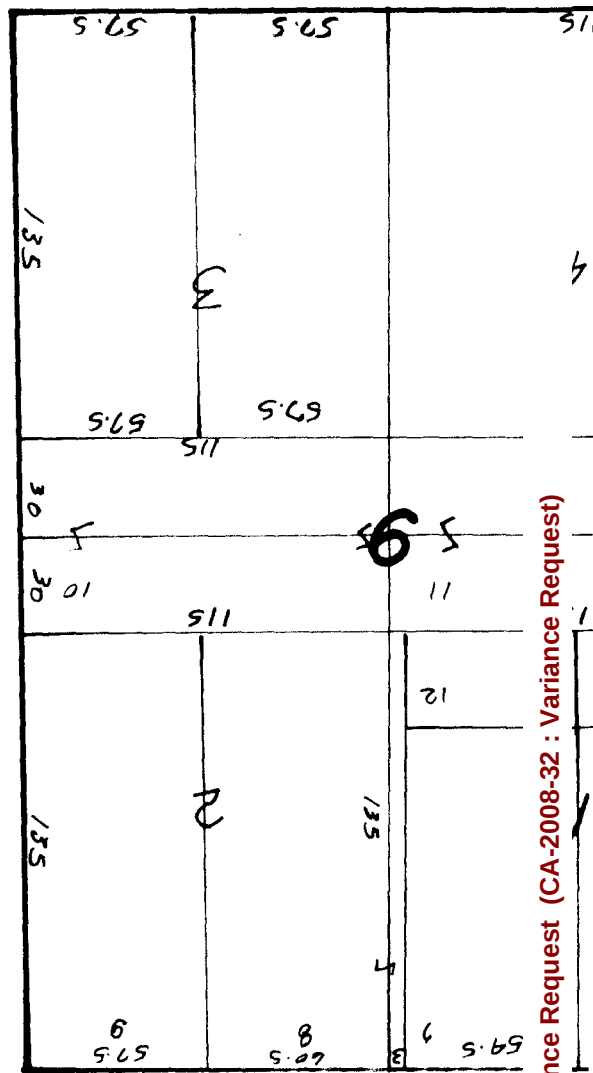


Hawthorne

St

Browning

50



Ave

Attachment # 4: Hylton Variance Request (CA-2008-32 : Variance Request)

01-6-8

City of Liberty

Requirements for the installation of a Manufactured Home

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

The following work, including electrical, water and sewer connections must be completed and inspected before utilities will be turned on.

1. Manufactured Home Information sheet and site plan must be provided and approved and a permit must be issued before the manufactured home is installed.
2. Proof of ownership and legal description of property must be provided. (ex: Current Appraisal District or Tax Roll information.)
3. Any manufactured home unit manufactured before June 15, 1976 shall not be allowed in the City of Liberty. Any manufactured home unit manufactured after June 15, 1976 not bearing the label or seal of compliance with the Federal Manufactured Home Construction and Safety Standards shall not be allowed in the City of Liberty.
4. The following permits must be obtained:
 - A: Manufactured Home
 - B: Electrical
 - C: Plumbing
 - D: A/C

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

5. Only one residence per legal size lot.
6. Property must have hard surface, off street parking for a minimum of two (2) vehicles. (ex: gravel, rock, concrete and/or asphalt.)
7. Manufactured Home must be skirted with a solid material. (ex: wood, plastic, vinyl, masonry or metal.)

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

Date

5/19/08

Jean Hylton, Sr. Secretary
 Signature
Day Spring Church

CITY OF LIBERTY
MANUFACTURED HOME PERMIT APPLICATION

7.A.2.a

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL.

DATE: 5/19/08 PHONE: (936) 334-0999
NAME OF HOME OWNER: Dayspring Church
MAILING ADDRESS: 1316 Maple St, LIBERTY, TX
STREET ADDRESS OF HOME: 1604 BROWNING, LIBERTY, TX
NAME OF LAND OWNER: Dayspring Church
MANUFACTURED HOME PARK: _____
SUBDIVISION: Part Low LOT: Pt 4 BLOCK: 8

MANUFACTURED HOME INFORMATION

MANUFACTURER: _____ MODEL: _____
LABEL/SEAL#: _____ SERIAL#: _____
YEAR MODEL: _____ COST:\$ _____ SIZE: _____ NEW: _____ USED: _____
RETAILER: _____ PHONE: _____
COMPLETE ADDRESS: _____
INSTALLER: _____ STATE _____
LICENSE#: _____
COMPLETE ADDRESS: _____ PHONE: _____

REQUIREMENTS

DISTANCE FROM PROPERTY LINES: FRONT: _____ BACK: _____ SIDE: _____ SIDE: _____
(Note: Minimum lot size is 50'X100'. Minimum setback requirements from property lines are as follows:
Inside lot; FRONT-20FT.; EACH SIDE-7 ½ FT.; BACK-10FT.; CORNER LOT; FRONT-20FT.; STREET SIDE-
10FT.; INTERIOR SIDE 7 ½ FT.; BACK-10FT.-CHECK SETBACK REQUIREMENTS IN DEED RESTRICTIONS
ALSO.)

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

DATE 5/19/08

Jean Hylton Secretary
APPLICANTS' SIGNATURE
Dayspring Church

ALL PERMITS VOID IF NOT COMPLETE WITHIN 60 DAYS

OFFICE USE ONLY

APPROVED BY: _____ DATE: _____

Attachment # 4: Hylton Variance Request (CA-2008-32 : Variance Request)

FACTORY SELECT LIMITED

*** OWN YOUR HOME ***
\$29,999



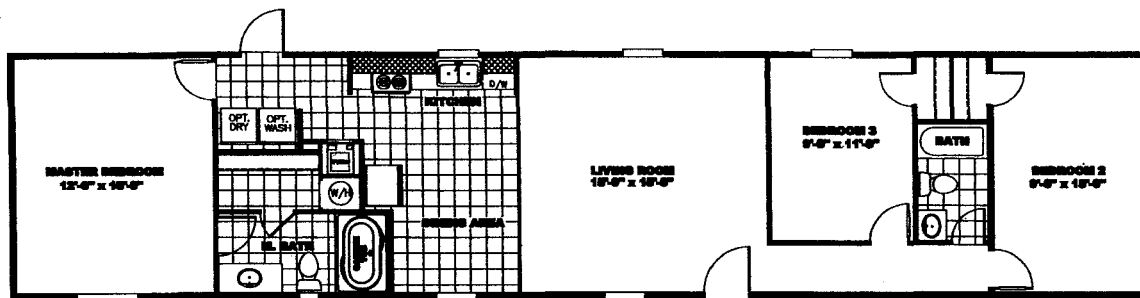
**AS
LOW
AS** **\$308** / **mo***

* Not available in all states, price is for home on your site including: delivery, set up, skirting, air conditioning, all kitchen appliances including dishwasher, and steps. Some destinations may require an additional freight surcharge. Payment for qualified buyers is based on home price including estimated sales tax (where applicable), title fee, homeowners' insurance, for a total purchase price of \$32,461; with a down payment of \$1,618, total amount financed is \$30,843 at 10.5% for 240 months, yielding a monthly payment of \$134.34.

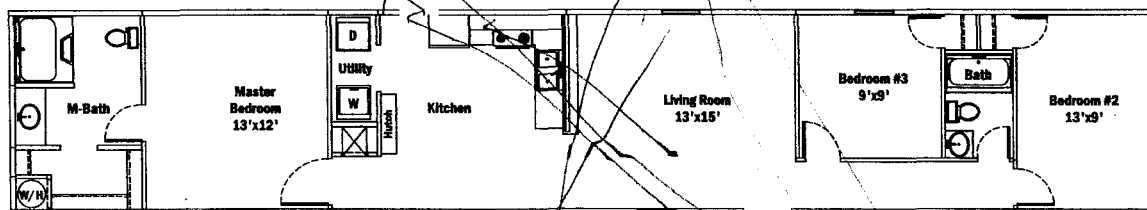
* OWN YOUR HOME *

7.A.2.a

\$29,999



16' - 1128 SQ FT



*Only available in areas not permitting 16'

14' - 1054 SQ FT

*Not available in all states, price is for home on your site including: delivery, set up, skirting, air conditioning, all kitchen appliances including dishwasher, and steps. Some destinations may require an additional freight surcharge.

FEATURES:

3 Bedroom

2 Bath

Dishwasher

Vinyl/Shingle

Standard Construction

Storm Door & Windows

Donice Wilhelm

30,645

Del. Set-up, Tie-Down,
AC, Skirting, Steps

1200. TO MOVE OUT OLD MH (R.L.)
RE:

ORDINANCE NO. 906

AN ORDINANCE AMENDING ORDINANCE NO. 684, AS AMENDED, TO PROVIDE NEW REQUIREMENTS FOR MANUFACTURED HOME LOTS AND MANUFACTURED HOME PARK SITES.

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

SECTION 1.

Section 1. - Definitions

That Section 1.g of Ordinance 684, as amended, shall be amended to read as follows:

"MANUFACTURED HOME PARK means a single parcel of land that shall provide a minimum of five (5) acres in area under a single ownership (as compared to a subdivision), or under control or joint control of one or more individuals, which has been planned and improved for the placement of two (2) or more manufactured homes for non-transient use."

and as amended the same shall be and remain in full force and effect.

SECTION 2.

That Section 1. - Definitions, of Ordinance 684, shall be amended to add the following subsection:

1.u "Replacement multisection HUD code manufactured home means a structure, manufactured and transported in two or more sections, which when placed on a site is a minimum of twenty-four feet in width, when measured at a right angle to the length, and is designed to be used as a dwelling when connected to the required utilities and including but not limited to plumbing, heating, air conditioning, and electrical systems contained therein. For purposes of this article, the home must be (1) placed on a permanent concrete foundation and (2) no more than three model years of age older than the current model year."

SECTION 3.

Section 2. - Permits for Location, Alteration and Extension

That Section 2.1 of Ordinance No. 684, as amended, shall be amended by adding the following as the third paragraph of Section 2.1:

Manufactured homes shall be permitted after February 24, 1999 only in the area denoted by the attached map and made a part of this ordinance with the exception that any existing mobile home or manufactured home in the restricted area of the city may be replaced one time by a replacement multisection HUD-code manufactured home, as provided for in Section 1.u of Ordinance No. 684.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Fire & EMS
Category: Grants

COUNCIL ACTION 2008-33

DOC ID: 1125

Consider Approval of a Public Safety Interoperable Communications (PSIC) Grant.

This grant is for the replacement of the communications console at the Police Department that was destroyed by lightning approximately one-to-two years ago.

Chief Collins

.

FISCAL IMPACT:

Total project amount	\$7,000.00.
PSIC Award	\$5,600.00
Local Match Requirement	\$1,400.00



DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
 Governor

Mailing Address:
 PO Box 4087
 Austin, Texas 78773-0220

Contact Numbers:
 512-424-2138 Duty Hours
 512-424-2277 Non-Duty Hours
 512-424-2444 Fax

Physical Address:
 5805 N. Lamar Blvd.
 Austin, Texas 78752

STEVEN McCRAW
 Director
 Office of Homeland Security

JACK COLLEY
 Chief

June 11, 2008

Honorable Carl Pickett
 City of Liberty
 1829 Sam Houston
 Liberty, TX 77575

Dear Sir:

Your jurisdiction is being awarded a sub-grant for the FY 07 Public Safety Interoperable Communications (PSIC) Grant project. These funds will provide your urban area the capability to acquire, deploy, and provide training on interoperable communication systems.

The following additional grant-related documents are enclosed:

1. Notice of Sub-recipient Award. (Enclosure 1)

The Notice of Sub-recipient Award for the 2007 PSIC must be signed by the chief elected official of your jurisdiction unless that authority has been delegated. Other signatures will require an accompanying statement from the chief elected official authorizing the individual to sign for the jurisdiction.

2. Direct Deposit Authorization. (Enclosure 2)

- A. GDEM must have a current Direct Deposit Authorization from your jurisdiction in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. Additional copies are available from the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf>. An appropriate local official, typically your finance officer, must sign the Direct Deposit Authorization.
- B. If you submitted a completed Direct Deposit Authorization form with prior Homeland Security Grant Program, you do not need to submit another unless your bank account information has changed.

Attachment # 5: PSIC GRANT INFO (CA-2008-33 : PSIC Grant)

Please send the original signed Sub-Recipient Agreement and signed Direct Deposit Authorization (if applicable) to GDEM at the following address:

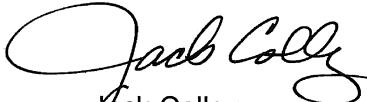
Mail:	Courier:
Texas Department of Public Safety	Texas Department of Public Safety
Governors Division of Emergency Management	Governor's Division of Emergency Management
Attention: SAA Section	Attention: SAA Section
P.O. Box 4087	5805 N. Lamar
Austin, TX 78773-0270	Austin, TX 78752

Please retain a copy of each form for your records.

The deadline for returning the signed Notice of Sub-Recipient Award and signed Direct Deposit Authorization (if applicable) is July 20, 2008. The offer of a PSIC sub-grant may be withdrawn if the required materials are not postmarked by the due date.

If you have any program questions regarding PSIC, please contact Cindy Hood at the SAA at (512) 377-0020.

Sincerely,



Jack Colley
Chief

Enclosures:

1. 2007 Notice of Sub-recipient Award
2. Direct Deposit Authorization

Attachment # 5: PSIC GRANT INFO (CA-2008-33 : PSIC Grant)

	Governor's Division of Emergency Management		
2007 Sub-Recipient Agreement for City of Liberty PSIC			
Date of Award June 10, 2008			
1. Sub-Recipient Name and Address Mayor Carl Pickett City of Liberty PSIC 1829 Sam Houston Liberty, TX 77575		2. Prepared by: Hood, Cindy	3. Award Number: 07-SR 97248-01
4. Federal Grant Information			
Federal Grant Title:		Public Safety Interoperable Communications Grant Program	
Federal Grant Award Number:		2007-GS-H7-0044	
Date Federal Grant Awarded to GDEM:		October 7, 2007	
Federal Granting Agency:		Federal Emergency Management Agency Dept. of Homeland Security Preparedness Directorate	
5. Award Amount and Grant Breakdowns			
Total Project Amount \$7,000.00	Note: Additional Budget Sheets (Attachment A): No		
	PSIC Award 11.555	Local Match Requirement	
	\$5,600.00	\$1,400.00	
This award supersedes all previous awards. Performance Period: Oct 7, 2007 to Jun 30, 2010			
6. Statutory Authority for Grant: This project is supported under 3006 of Pub. L. No. 109-171 as amended by Section 2201 (a) of Pub. L.No. 110-53, and Section 4 of Pub. L. No. 109-459.			
7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.			
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov .			
9. Agency Approval			
Approving GDEM Official: Jack Colley, Chief Division of Emergency Management Office of the Governor		Signature of GDEM Official: 	
10. Sub-Recipient Acceptance			
I have read and understand the attached Terms and Conditions.			
Type name and title of Authorized Sub-Recipient official:		Signature of Sub-Recipient Official:	
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:			12. Date Signed :
13. DUE DATE: July 20, 2008			
Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.			

Attachment # 5: PSIC GRANT INFO (CA-2008-33 : PSIC Grant)

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM) PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS (PSIC) GRANT PROGRAM	2007 Sub-Recipient Agreement For City of Liberty PSIC
AWARD NUMBER 2007 HSGP - 97248	
TERMS AND CONDITIONS PURPOSE AND OVERVIEW The Department of Commerce's National Telecommunications and Information Administration (NTIA), in consultation with the Department of Homeland Security (DHS), was authorized to establish and administer the Public Safety Interoperable Communications (PSIC) Grant Program as directed by Section 3006 of the Deficit Reduction Act of 2005 (Pub. L. No. 109-171.) The Governor of each State and Territory has designated a State Administrative Agency (SAA) which can apply for and administer the funds under the PSIC Grant Program. The SAA is responsible for obligating PSIC funds to eligible pass-through recipients, which is statutorily defined as a public safety agency that is a State, local, or tribal government entity or nongovernmental organization authorized by such entity, whose sole or principal purpose is to protect safety of life, health, or property. Sub-grant funds provided shall be used to assist public safety agencies in the acquisition of, deployment of, or training for the use of interoperable communications systems that utilize reallocated 700 MHz spectrum for radio communications. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at http://www.whitehouse.gov/omb/circulars/index.html. 1) AWARD ACCEPTANCE The Notice of Sub-recipient Award is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award by the date provided in the transmittal letter. 2) GUIDANCE This Sub-recipient is subject to the program guidance contained in the The National Telecommunications and Information Administration and the Federal Emergency Management Agency National Preparedness Directorate (FEMA NPD) 2007 Public Safety Interoperable Communications Grant Program/Program Guidance and Application Kit. The Program Guidance and Application Kit can be accessed at http://www.ojp.usdoj.gov/odp/doc/psic_guidance20070816.pdf. Federal Emergency Management Administration National Preparedness Directorate (FEMA NPD) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant. This sub-award is also subject to any Public Safety Interoperable Communications (PSIC) grant guidance issued by NTIA or the Governor's Division of Emergency Management (GDEM). 3) COMPLIANCE - FEDERAL A. Sub-recipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, 66 or 70 (administrative requirements for grants and cooperative agreements). B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the U.S. Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, <i>Office of Grant Operations (OGO)'s Financial Management Guide</i> at http://www.dhs.gov/xlibrary/assets/grants_financialmanagementguide.pdf C. When implementing NTIA funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NTIA funded activities. D. Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Management Guide located at http://www.ojp.usdoj.gov/oc/. E. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance)	

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)

PUBLIC SAFETY INTEROPERABLE
COMMUNICATIONS (PSIC) GRANT PROGRAM**

**2007 Sub-Recipient Agreement
For**

City of Liberty PSIC

TERMS AND CONDITIONS

COMPLIANCE - FEDERAL (continued)

- F. Sub-recipient must comply (and must require contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
- G. If the sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance)
- H. If the sub-recipient is a governmental entity, it must comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance. (Federal Assurance)
- I. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- J. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the State Preparedness Assessment and Reporting Service (SPARS) website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.
- K. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620. The sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 3(K)(1);
4. Notifying the employee in the statement required by paragraph (3)(K)(1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA), in writing, within 10 calendar days after receiving notice under subparagraph 3(K)(4), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to GDEM/SAA. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 3(K)(4), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6). (Federal Certification)

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)**

**PUBLIC SAFETY INTEROPERABLE
COMMUNICATIONS (PSIC) GRANT PROGRAM**

**2007 Sub-Recipient Agreement
For**

City of Liberty PSIC

TERMS AND CONDITIONS

4) COMPLIANCE - STATE

- A. To the extent it applies, jurisdiction shall comply with Texas Government Code, Chapter 783, 1 TAC 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, _____.14.
- B. By signing this sub-recipient agreement and accepting funds, sub-recipient hereby certifies agreement to the Texas SCIP Governance Structure and Charter, and compliance with all guidelines, provisions, and requirements of the Statewide Communications Interoperability Plan (SCIP). Sub-recipient also affirms it is a participant in a Regional Interoperable Communications Standard Operating Procedures Policy, and is a signatory to the Memorandum of Understanding with the Texas Department of Public Safety regarding the Texas Statewide Interoperability Channel Plan (TSICP) and compliance thereto.

5) FAILURE TO COMPLY

GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until corrective actions are taken to address issues identified during grant monitoring visits conducted by GDEM, NTIA, or their representative.**

6) CONFLICT OF INTEREST

The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7) LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

8) DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)**

**PUBLIC SAFETY INTEROPERABLE
COMMUNICATIONS (PSIC) GRANT PROGRAM**

**2007 Sub-Recipient Agreement
For**

City of Liberty PSIC

TERMS AND CONDITIONS

8) DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS (continued)

The sub-recipient certifies that it and its principals and vendors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List www.tbpc.state.tx.us/communities/procurement/prog/vendor_performance/debarred.
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- E. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

9) MONITORING

- A. Sub-recipient will provide GDEM, State Auditor, NTIA, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- B. Sub-recipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.
- C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

10) REPORTING

- A. A-133 Reporting Requirement – All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>. A report must be submitted to GDEM/SAA each year this grant is active.
- B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2007 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
- C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)**

**PUBLIC SAFETY INTEROPERABLE
COMMUNICATIONS (PSIC) GRANT PROGRAM**

**2007 Sub-Recipient Agreement
For**

City of Liberty PSIC

TERMS AND CONDITIONS

11) USE OF FUNDS

- A. Sub-recipient understands and agrees that it cannot use any PSIC funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the NTIA.
- B. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2007 Public Safety Interoperable Communications Grant Program Guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Statewide Communication Interoperability Plan (SCIP).
- C. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- D. Recipients will provide, from non-federal sources, not less than 20 percent of the costs of acquiring and deploying the interoperable communication systems funded under this award. Although the matching costs proposed in the Recipient's application represents the Recipient's best estimate of actual required matching costs, the final amount of required matching costs will be determined after submission and NTIA's approval of the Recipient's Investment Justification(s). The final approval matching costs will not be less than 20 percent of the costs of acquiring and deploying the interoperable communication systems funded under this award.

12) REIMBURSEMENT

- A. Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- B. Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.

13) ADVANCE FUNDING

- A. If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by designated representative and submitted to GDEM/SAA. This will be accomplished using the SPARS website by following the instructions for generating hardship letters. GDEM/SAA will determine whether an advance will be made.
- B. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

14) TRAINING, EXERCISE, & EQUIPMENT REQUIREMENTS

- A. Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.
- B. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide*.
http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)
PUBLIC SAFETY INTEROPERABLE
COMMUNICATIONS (PSIC) GRANT PROGRAM**

**2007 Sub-Recipient Agreement
For**

City of Liberty PSIC

TERMS AND CONDITIONS

15) National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2007 must be achieved by completing actions outlined in the NIMS Implementation Matrix. Beginning in FY 07 compliance will no longer be measured by self-certification, but will transition to performance-based questions and a measurement system of metrics.

- A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.
- B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:
 1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtml
 2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
 3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
 4. Participating in local, regional, or intrastate mutual aid programs.
 5. Maintaining an inventory of emergency response assets, and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: <http://www.fema.gov/emergency/nims/rm/rt.shtml>
 6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
 7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf

16) OTHER REQUIREMENTS

- A. Projects identified in the State Preparedness Assessment Report System (SPARS) (www.texasdpa.com) must identify and relate to the goals and objectives indicated by the applicable 10 approved project investments for the period of performance of the grant.
- B. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- C. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major mobile resources costing \$5,000 or more. This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

17) CLOSING THE GRANT

- A. The sub-recipient must have all equipment ordered by April 30, 2010. The last day for submission of invoices is June 30, 2010.
- B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. GDEM/SAA will unilaterally close out grant if sub-recipient does not reconcile account and sign closeout GAN by September 30, 2010.

**GOVERNOR'S DIVISION OF EMERGENCY
MANAGEMENT (GDEM)
PUBLIC SAFETY INTEROPERABLE
COMMUNICATIONS (PSIC) GRANT PROGRAM**

**2007 Sub-Recipient Agreement
For**

City of Liberty PSIC

TERMS AND CONDITIONS

18) PUBLICATIONS

- A. Sub-recipient acknowledges that the National Telecommunication Information Administration (NTIA) and FEMA National Preparedness Directorate (NPD) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NTIA and FEMA NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the NTIA and FEMA NPD, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

19) RESTRICTIONS, DISCLAIMERS and NOTICES

- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
- B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the sub-recipient's COG governing board.
- C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

City of Liberty PSIC
Mayor Carl Pickett
1829 Sam HoustonTX
Liberty, 77575

Jack Colley, Chief
Division of Emergency Management
Office of the Governor
PO Box 4087
Austin, TX 78773-0270

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	☐ New setup (Sections 2, 3 & 4)	☐ Change financial institution (Sections 2, 3 & 4)
	☐ Cancellation (Sections 2 & 3)	☐ Change account number (Sections 2, 3 & 4)
		☐ Change account type (Sections 2, 3 & 4)

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI)		2. Mail code (If not known, will be completed by Paying State Agency)	
	3. Name		4. Business phone number ()	
	5. Mailing address	6. City	7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to Section 403.016, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Completion by financial institution is recommended.)

SECTION 4	13. Financial institution name		14. City		15. State	
	16. Routing transit number		17. Customer account number (Dashes required ☐ YES)		18. Type of account ☐ Checking ☐ Savings	
	19. Representative name (Please print)			20. Title		
	21. Representative signature (Optional)		22. Phone number ()		23. Date	

CANCELLATION BY AGENCY

SEC. 5	24. Reason	25. Date
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PAYING STATE AGENCY

SECTION 6	26. Signature		27. Printed name	
	28. Agency name		29. Agency number	
	30. Comments		31. Phone number ()	
			32. Date	

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Fire & EMS
Category: Agreements

COUNCIL ACTION 2008-34

DOC ID: 1136

Consider Approval of an Interlocal Agreement with the City of Longview, Texas for Short-Term Shelter During a Mandatory Evacuation.

EXPLANATION:

This Agreement addresses provisions for short-term shelter for Liberty's special needs population.

Fred Collins

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE CITY OF LONGVIEW AND THE CITY OF LIBERTY FOR SHORT-TERM SHELTER DURING A MANDATORY EVACUATION

This AGREEMENT is entered into by and between the City of Longview ("Longview") and the City of Liberty ("Liberty"), Texas pursuant to the authority granted and in compliance with the provisions of the "INTERLOCAL COOPERATION ACT" ("Act"), Chapter 791, Texas Government Code and under Chapter 421 ("Homeland Security"), Texas Government Code.

WITNESSETH

WHEREAS, Longview has, at the request of the State of Texas, developed and implemented a regional evacuation plan ("Shelter Plan") to receive evacuees from the Texas Gulf Coast; and,

WHEREAS, the State of Texas has requested that this Shelter Plan accommodate evacuees with special transportation needs from pre-designated municipalities and counties including Liberty; and,

WHEREAS, Longview activates that plan when requested by the State and coordinates shelter operations involving multiple counties, municipalities, school districts and other responding entities; and,

WHEREAS, Liberty desires to have adequate emergency response provisions in place in the event of a declared state of emergency and mandatory evacuation; and,

WHEREAS, an "Order of Mandatory Evacuation" applicable to Liberty would require that all persons in Liberty with the exception of essential emergency personnel, immediately evacuate the city; and,

WHEREAS, in the event of such an Order of Mandatory Evacuation, Liberty intends to evacuate and transport residents subject to the terms and conditions as specified in this Agreement; and,

WHEREAS, Longview intends to provide short-term shelter for these Liberty residents

subject to the terms and conditions as specified in this Agreement; and,

WHEREAS, pursuant to the Act, Liberty is authorized to contract with eligible entities to perform government functions and homeland security services; and,

WHEREAS, Longview is an eligible entity under the Act and desires to contract with Liberty on the terms described herein; and,

WHEREAS, in accordance with the Act, Liberty and Longview recognize that any payments for the performance of governmental functions or services are from available current revenues and the parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursements for the transportation and shelter operations; and,

WHEREAS, the parties agree that the respective rights, duties, and obligations regarding this joint project are as specified in this Agreement; **NOW, THEREFORE**,

For in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I. STATEMENT OF RESPONSIBILITIES:

LIBERTY:

Liberty shall be responsible for providing or securing transportation for individuals seeking transportation to and from Longview during a mandatory evacuation, including the families of the bus drivers. Liberty will use its best efforts to provide bus transportation at the shelter location(s) to assist in transporting individuals within Longview.

Transported individuals will have the opportunity to bring pets subject to such conditions as may be established by Longview, in its sole discretion. Liberty will use its best efforts to require and/or provide animal carriers and animal supplies.

Liberty shall be responsible for collecting data and identifying individuals who seek transportation, including those individuals with medical special needs. The parties understand that the Longview does not operate a medical special needs shelter and will not accept individuals above a level 2. Liberty employees will assist and accompany these individuals being evacuated to Longview and will assist in getting the evacuees to the shelter(s). Liberty will not transport for sheltering under this Agreement individuals requiring extensive medical oversight or individuals receiving care in an institutional setting.

Within 60 days of the execution of this Agreement, and by April 1 of each year in which this Agreement is in effect, Liberty shall provide Longview a numerical summary of persons expected to be sheltered under this Agreement. The summary shall show the categories of evacuees (e.g., general population, city personnel and family, medical caretakers, medical special needs evacuees, etc.), the number in each category and residential origin. The summary shall be provided for planning purposes.

Liberty will use its best efforts to educate all residents seeking transportation to bring

bedding, toiletries, prescription medication, and necessary mobility devices and require all evacuees to complete the approved registration form.

Liberty agrees that should there be a need to shelter residents after the termination of an evacuation order and Liberty can open its own local shelters, it will do so as soon as possible. Liberty further agrees that evacuees sheltered in Longview under this Agreement will have priority over any other persons in obtaining spaces at Liberty's shelters.

Liberty agrees to cooperate with Longview in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement.

LONGVIEW:

Longview shall provide short-term shelter, not to exceed seven (7) calendar days for a combined total of 1800 residents from the City of Liberty and Liberty County. Said seven-day period may be extended only upon the mutual agreement of Longview and Liberty in writing. Liberty shall provide transportation for said residents. Liberty will be responsible for obtaining midterm housing for any evacuees who cannot return home within the allotted calendar days. Longview will provide such assistance to Liberty in obtaining such housing as Longview shall deem appropriate. Longview will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support, either directly or through other entities as described in the Shelter Plan. Longview reserves the right to determine the number and location of shelter facilities. Longview will use its best efforts to locate Liberty residents in shelters located throughout Longview and Gregg County. Longview will have sole authority to coordinate and implement these activities.

Longview will use its best efforts to provide "special needs" shelters and necessary care for individuals who require medical support services.

Longview will coordinate and provide shelter and necessary care including supplies for all transported pets. Longview will use its best efforts to locate animal shelters in an area that will be accessible to evacuees for visitation and that will allow evacuees to aid in the care of their animals.

Longview, in its sole discretion, may provide certain services and resources delineated in this Agreement through cooperating entities as described in the Shelter Plan.

II. COSTS:

Liberty and Longview shall be solely responsible for the planning, support, and all aspects of the operation of the services respectively performed by each one and contemplated by this Agreement, including, without limitation, all legal and financial obligations of the parties and those of their employees and agents. Each party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement. In the event neither FEMA nor the State reimburses Longview for operation of the shelters, Longview agrees that any payment for the performance of services detailed in this Agreement shall be made from current revenues available to the paying party.

III. MANAGEMENT OF SERVICES:

Liberty will use its best efforts to provide Longview sufficient advance notice of Liberty's intent to declare a mandatory evacuation. The Liberty City Manager or the Liberty City Manager's designee shall be responsible for communicating Liberty's intent to implement this Agreement. Liberty will provide Longview with timely notice of the number of buses and individuals being transported and the estimated time of arrival.

The City Managers of each respective City agree to develop procedures by which they will communicate, coordinate and implement the actions and responsibilities relating to the performance of this Agreement. The parties agree to conduct an annual evaluation of said procedures and amend same as necessary to achieve more efficient and effective performance of this Agreement.

In the event that extraordinary or major modifications to the terms of this Agreement are necessary during the performance of this Agreement, direct communications shall be undertaken between the City Managers of each party to this Agreement to establish the modifications.

IV. TERM OF AGREEMENT:

The term of this Agreement is one year commencing on _____, 2008, and continuing until _____, 2009. Thereafter this Agreement shall annually renew for up to four (4) additional one (1) year terms, unless earlier terminated as provided herein. Either party to this Agreement may terminate this Agreement at any time by providing written notice of termination to the other party at least ninety (90) days in advance of the effective date of termination. In addition, either party to this Agreement may notify the other party to this Agreement that the notifying party chooses not to renew this Agreement, in which case this Agreement shall terminate at the end of the then-current one-year term.

IV. LIABILITY; NO WAIVER OF IMMUNITY:

To the extent authorized by the Constitution and laws of the State of Texas, the parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement and any amendment hereto. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of the other party or any of the other party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death that occurs as a consequence of the performance of this Agreement and that is not due to the negligence, fraud, illegal conduct or tortious conduct of the other party.

Each party to this Agreement agrees to maintain insurance, either by carrier or self-insurance, upon its equipment and vehicles utilized under this Agreement to cover maximum liability of the party under the Texas Tort Claims Act.

It is expressly understood and agreed that under this Agreement neither party waives, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

In providing services under this Agreement, Longview is furnishing Homeland Security services and shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421.062 of the Government Code.

V. MUTUAL AGREEMENTS:

Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification or waiver of any right under or provision of this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

Severability. The phrases, clauses, sentences, paragraphs, and sections of this Agreement are severable and, if any phrases, clauses, sentences, paragraphs, or sections of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Agreement.

State Law and Venue Determination: Without regard to any rules on conflicts of law, this Agreement shall be subject to and governed under the laws of the State of Texas.

The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from this Agreement shall be in Gregg County, Texas.

Paragraph Headings. The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

No Third-party Beneficiaries. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Longview and Liberty, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Longview and Liberty and not for the benefit of any other party.

Counterparts. This **Agreement** and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Survival. Upon the expiration or termination of this **Agreement** for any reason, the obligations of the parties hereunder shall thereupon cease, but the provisions of this Agreement which confer rights upon either party and which limit or delineate the responsibility of either party shall remain in effect as to the parties' conduct prior to expiration or termination of this Agreement.

Misspelled Words. Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

Notice. Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

Longview: City Manager
City of Longview
P.O. Box 1952
Longview, TX 75606

Liberty: City Manager
1829 Sam Houston
Liberty, Texas 77575

Assignment: Neither party may assign this Agreement without prior written consent of the other party.

This Agreement shall be administered by the appropriate persons, on behalf of Longview and Liberty, as appointed by Longview and Liberty, respectively, to perform such duties. Each party paying for the performance of governmental functions or services under this agreement, agrees that it will make those payments from current revenues available to the paying party and represents that there are sufficient current revenues to make such payments. The parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations.

THE PARTIES UNDERSTAND THAT THE AGREEMENTS MADE HEREIN WILL BE UNDERTAKEN DURING A TIME OF GRAVE PUBLIC EMERGENCY, THAT THE PARTIES' OBLIGATIONS ARE EXPRESSLY SUBJECT TO ALL ORDERS ISSUED BY LAWFUL AUTHORITY, THAT VEHICLES AND SHELTERS MAY BE DIVERTED OR DELAYED

DEPENDING ON THE CONDITIONS AT THE TIME, AND THAT THE PARTIES CAN ONLY AGREE TO USE THEIR BEST EFFORTS TO FULFILL THIS AGREEMENT.

The UNDERSIGNED PARTIES do hereby certify that, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this Agreement, (2) the parties hereto are legally authorized to perform the required duties of the Agreement, (3) this Agreement has been duly authorized by the governing body of the local government, and (4) the person signing this Agreement has full authority to execute this Agreement on behalf of the party that he or she represents and bind said party in accordance with the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this ____ day of _____, 2008.

Liberty

Longview

By:_____
By:_____
Title:_____
Title:_____
(Date)_____
(Date)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Water & Wastewater
Category: Reports

INFORMATION ITEM 2008-35

DOC ID: 1126

Public Hearing on the 2007 Drinking Water Quality Report.

EXPLANATION:

The water quality report conveys information regarding contaminants in the water, and the quality of the city's drinking water. The EPA mandates that this information be reported to the public. To meet this requirement, copies of the report were mailed to each resident in the City of Liberty.

There will be a public hearing regarding this report at the council meeting of July 8th. This will provide the citizens an opportunity to ask questions or voice their concerns.

Dianne Tidwell

City of Liberty 2007 Drinking Water Quality Report

Is my water safe? Last year, as in years past, your tap water met all U.S. Environmental Protection Agency (EPA) and state drinking water health standards. The City of Liberty vigilantly safeguards its water supplies and once again we are proud to report that our system has never violated maximum contaminant levels or any other water quality standard. Last year, we conducted tests for over 80 contaminants. We only detected 0 of those contaminants, and found none at a level higher than the EPA allows. This report is a snapshot of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to standards set by regulatory agencies. We are committed to providing you with information because informed customers are our best allies.

Do I need to take special precautions? Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, infants can be particularly at risk from infections. These people should seek advice about drinking water from health care providers. EPA/Center for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Water Drinking Hotline (800-426-4791).

Where does my water come from? There are two sources for community drinking water, surface water (lakes and rivers) and ground water (water wells). The City of Liberty's drinking water is obtained from ground water sources. It comes from the Evangiline, Jasper, and Chicot Aquifers.

Why are there contaminants in my drinking water? Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water hotline (800-426-4791).

How can I get involved? The public is invited to participate in a question and answer session at the City of Liberty Council meeting room located at 1829 Sam Houston, on Tuesday, July 8, 2008, at 6:00 P.M. with concerns about the 2007 Water Quality Report.

En Español Este informe incluye información importante sobre el agua potable. Si tiene preguntas o comentarios sobre este informe en español, favor de llamar al tel. (936) 336-3684 para hablar con una persona bilingüe en español.

What are Coliforms? Total coliform bacteria are used as indicators of microbial contamination of drinking water because testing for them is easy. While not disease-causing organisms themselves, they are often found in association with other microbes that are capable of causing disease. Coliform bacteria are more hardy than many disease-causing organisms; therefore, their absence from water is a good indication that the water is microbiologically safe for human consumption. Fecal coliform bacteria and, in particular, *E. coli*, are members of the coliform bacteria group originating in the intestinal tract of warm-blooded animals and are passed into the environment through feces. The presence of fecal coliform bacteria (*E. coli*) in drinking water may indicate recent contamination of the drinking water with fecal material. The following table indicates whether total coliform or fecal coliform bacteria were found in the monthly drinking water samples submitted for testing by your water supplier last year.

PERMIT NO. 100
LIBERTY, TX
U.S. POSTAGE PAID
FIRST CLASS MAIL
PRESORTED

City of Liberty
1829 Sam Houston
Liberty, Texas 77575

About the Following Page

The page that follows list all of the federally regulated or monitored contaminants which have been found in your drinking water. The U.S. EPA requires water systems to test for up to 97 contaminants.

Important Drinking Water Definitions:

TT: Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

MRDLG: Maximum Residual Disinfectant Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

MCLG: Maximum Residual Disinfectant Level: The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MCLG: Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MCL: Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

AL: Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Inorganic Contaminants

Year	Contaminant	Average Level at any sampling point	Range of Detected levels	MCL	MCLG	Unit of Measure	Source of Constituent
05-06	Arsenic	4	3 - 4	10	0	ppb	Erosion of natural deposits; Runoff from Orchards; Runoff from glass and electronics production waste
05-06	Barium	0.17	0.041 - 0.298	2	2	ppm	Discharge of drilling wastes; Discharge from Metal Refineries; Erosion of natural deposits.
05-06	Fluoride	0.35	0.2 - 0.5	4	4	ppm	Erosion of natural deposits; Water additive which promotes strong teeth; discharge from fertilizer & aluminum factories
Secondary and Other Constituents		Average Level	Min. & Max. Levels	Secondary Limit			
02-06	Gross alpha	0.6	0 - 1.2	15	0	pCi/L	Erosion of natural deposits.
02-05	Beta emitters	2.05	0 - 4.1	50	0	pCi/L	Decay of natural and manmade deposits.
05-06	Bicarbonate	212	199-224			ppm	Corrosion of carbonate rocks. (limestone)
05-06	Calcium	16.6	5.6 - 27.6			ppm	Abundant naturally occurring element
05-06	Chloride	50	28 - 72	300		ppm	Nat. occur. ele.; used in water purification
05-06	Iron	0.167	0.014 - 0.319	0.3		ppm	Ero. of nat. dep.; iron or steel Wtr. Del. Fac.
05-06	Magnesium	2.1	0 - 4.1			ppm	Abundant naturally occurring element
05-06	Manganese	0.0095	0.003 - 0.0159	0.05		ppm	Abundant naturally occurring element
05-06	pH	8.1	7.9 - 8.3	7		units	Measure of corrosivity of water
05-06	Sodium	88	80 - 97			ppm	Erosion nat. dep.; byproduct of oil field activity
05-06	Sulfate	6	5 - 7	300		ppm	Common Ind. Prod. byproduct of Oil field activity
05-06	CaCO ₃	174	163 - 184			ppm	Nat. Occurring soluble mineral salts.
05-06	Dis. Solids	284	251 - 316	1000		ppm	Total dissolved mineral constituents in Wtr.
05-06	Nickel	0.001	0-0.001			ppm	Erosion of natural deposits.
2006	Nitrate	0.01	0.01-0.01	10	10	ppm	Erosion of natural deposits.
05-06	CaCO ₃	50	14 - 86			ppm	Naturally occurring calcium
Year	Disinfectant	Average Level	Levels	MCL	MCLG	U of M	Source of Disinfectant
2007	Chlorine	1.53	0.86-2.23	4	4	ppm	Disinfectant used to Control microbes

Unregulated Contaminants

Year	Contaminant	Average of all Sampling Points	Range of Detected Levels	Unit of Measure	Reason for Monitoring	
2002	Chloromethane	0.83	0 - 2.5	ppb	Byproduct of drinking water disinfection Unregulated contaminant monitoring helps EPA to determine where certain contaminants occur and whether it needs to regulate those contaminants.	
2002	Chloroform	0.7	0 - 1.1	ppb		
2002	Bromoform	0.4	0 - 1.2	ppb		
2002	Bromodichlorom	0.4	0 - 0.6	ppb		
2002	Dibromochlorom	0.47	0 - 0.8	ppb		
Year	Contaminant	The 90th Percentile	Sites Exceeding level	Action Level	Unit of Measure	Source of Constituent
2007	Lead	1	0	15	ppb	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives.
2007	Copper	0.211	0	1.3	ppm	

Organic Contaminants: Testing Waived, Not Reported, or None Detected

Turbidity: Not Required

Total Coliform: Reported Monthly Tests found no Coliform Bacteria

Fecal Coliform: Reported Monthly Tests Found No Fecal Coliform Bacteria

Disinfection Byproducts: Not Reported or None Detected

Abbreviations

NTU- Nephelometric Turbidity Units

MFL- million fibers per liter (a measure of asbestos)

pCi/L- picocuries per liter (a measure of radioactivity)

ppm- parts per million, or milligrams per liter (mg/L)

ppb- parts per billion, or micrograms per liter (mg/L)

ppt- parts per trillion, or nanograms per liter

ppq- parts per quadrillion, or picograms per liter

For more information contact:

City of Liberty
Attn: Earl McCreight
1829 Sam Houston
Liberty, TX 77575

Phone: 936-336-3684
Fax: 936-336-9846
E-mail: mfisher@cityofliberty.org



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Airport
Category: Airport

RESOLUTION 2008-14

DOC ID: 1127 A

Consider Approval of a Resolution Requesting Federal Capital Improvement Funds from the Texas Department of Transportation Aviation Division and Authorizing the City Manager to Execute All Related Documents.

EXPLANATION:

The funds will be used for rehabilitation and remarking of the runway, taxiway and aprons, in addition to drainage improvements.

Avon Moore

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, REQUESTING FEDERAL CAPITAL IMPROVEMENT PROGRAM FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION FOR IMPROVEMENTS TO THE LIBERTY MUNICIPAL AIRPORT

WHEREAS, the City of Liberty intends to make certain improvements to the Liberty Municipal Airport; and

WHEREAS, the general description of the project is: Planning, engineering, rehabilitation, and construction of runway, taxiway, and terminal areas; and

WHEREAS, the City of Liberty intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be \$1,050,000 and the City of Liberty will be responsible for 10% of the total project costs currently estimated to be \$105,000; and

WHEREAS, the City of Liberty names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City of Liberty hereby directs City Manager Ron Wood to execute on behalf of the City of Liberty, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Liberty Municipal Airport.

PASSED AND APPROVED at a regular meeting of the Liberty City Council on this the 8th day of July, 2008.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

AVIATION CAPITAL IMPROVEMENT PROGRAM

Locations, Projects, and Costs

Texas Department of Transportation -- Aviation Division

June 25, 2008

FEDERAL & STATE FY 2009

Federal FY 2009 (October 2008 - September 2009)/State FY 2009 (September 2008 - August 2009)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
LIBERTY	<u>Project Status:</u>				
<u>LIBERTY MUNI</u>	<i>PENDING</i>				
	Engineering/Design for 2010	165,000	148,500	0	16,500
	Environmental review	100,000	90,000	0	10,000
Project Totals:		\$ 265,000	\$ 238,500	\$ 0	\$ 26,500

AVIATION CAPITAL IMPROVEMENT PROGRAM

Texas Department of Transportation -- Aviation Division

Locations, Projects, and Costs

June 25, 2008

FEDERAL & STATE FY 2010

Federal FY 2010 (October 2009 - September 2010)/State FY 2010 (September 2009 - August 2010)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
LIBERTY	<u>Project Status:</u>				
<u>LIBERTY MUNI</u>	<u>PENDING</u>				
	Rehabilitate and mark parallel and Cross TW's (5250 x 35)	175,000	157,500	0	17,500
	Rehabilitate aprons (400 x 125) & (175 x 150)	80,000	72,000	0	8,000
	Add drainage improvements	250,000	225,000	0	25,000
	Rehabilitate RW 16-34 (3800 x 75)	240,000	216,000	0	24,000
	Mark RW 16-34 (28,552 sf)	25,000	22,500	0	2,500
	Relocate Electrical Vault	15,000	13,500	0	1,500
Project Totals:		\$ 785,000	\$ 706,500	\$ 0	\$ 78,500

CERTIFICATION OF PROJECT FUNDS

I, _____, _____,
(Name) (Title)

do certify that sufficient funds to meet the City of Liberty's share of project costs as identified for the project and will be available in accordance with the schedule shown below:

SPONSOR FUNDS

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
---------------	---------------	-----------------------

City of Liberty, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, _____, _____,
(Name) (Title)

with the City of Liberty designates _____
(Name, Title)

as the City of Liberty authorized representative for the 0920LBRTY project, who shall have the authority to make approvals and disapprovals as required on behalf of the City of Liberty.

City of Liberty, Texas
(Sponsor)

By: _____

Title: _____

Date:_____

DESIGNATED REPRESENTATIVE

Mailing Address:_____

*Physical/Overnight Address:_____

Telephone Number:_____

Fax Number: _____

E-mail Address: _____

*ALL GRANT AGREEMENTS ARE SENT BY OVERNIGHT MAIL

DESIGNATION OF SPONSOR'S CONSULTANT SELECTION COMMITTEE

I, _____, _____,
(Name) (Title)

with the City of Liberty designate the following named individuals as the Consultant Selection committee, for 0920LBRTY. The committee is authorized to determine selection criteria, review proposals of candidate firms, conduct interviews, if necessary, and select a firm for the award of the design contract, based on a consensus ranking by the committee members. The decision of the selection committee will be final unless some discrepancy is determined to have occurred in the selection process.

Name _____ Title (if appropriate): _____

The City of Liberty has caused this to be duly executed in its name, this _____
_____ day of _____ 20____.

City of Liberty, Texas
(Sponsor)

By: _____

Title: _____

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2008-35

DOC ID: 1137 A

Consider Approval of Amendment No. 3 to the Project Agreement for the City of Liberty, Emergency Watershed Program Project.

EXPLANATION:

This amendment is due to additional rock riprap that is required. There will be no cost to the city. This will increase the National Resources Conservation Service cost share by \$150,000.00.

Dianne Tidwell

.

United States Department of Agriculture



Natural Resources Conservation Service
101 South Main
Temple, TX 76501-7601

kathleen.pinckney@tx.usda.gov

254 742-9984

June 16, 2008

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

Dear Mr. Wood,

Enclosed are three copies of Amendment 3 to the project agreement for the City of Liberty, Emergency Watershed Program (EWP) Project. NRCS' engineer has determined that additional rock riprap is required. This increase is at 100% NRCS cost.

Please review the Amendment and if the City is in agreement with the provisions of the Amendment, the City's authorized representative will need to sign two copies of the Amendment on behalf of the City.

Please return both signed copies to this office at the address shown on the above letterhead. The City may retain the third copy for their suspense file.

A fully executed copy of the agreement will be returned to the City when the agreement has been signed on behalf of NRCS. If you have any questions, please let me know.

Sincerely,


Kathleen Pinckney
Contracting Officer

Enclosures

cc:

Claude Ross, EWP Program Manager, Acting NRCS, Temple, Texas
Lee Wiederhold, EWP Engineer, NRCS, Temple, Texas
Tom Smith, District Conservationist, NRCS, Liberty, Texas

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer

Attachment # 11: Amendment No. 3 EWP Project (CA-2008-35 : Amendment No. 3 EWP Project)

State: Texas
 EWP: City of Liberty

UNITED STATES DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE

AMENDMENT NO. 3
 to
 PROJECT AGREEMENT

The provisions of the agreement are amended as follows:

The estimated costs of the agreement activities and financial obligations of the parties as specified in Sections A. and B.1 are hereby revised as follows:

	From:	To:
A. Total Installation:	\$1,500,000.00	\$1,650,000.00
B. 1 NRCS:	\$1,500,000.00	\$1,650,000.00

All other terms and conditions of the Agreement remain in full force and effect.

Purpose: To provide additional funds necessary to cover additional negotiated construction costs. There is no cost to the City. NRCS's cost share increases by \$150,000.00. This action is in accordance with the provisions of Section 514.58, National Contracts, Grants, and Cooperative Agreements Manual.

CITY OF LIBERTY

U S DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION
 SERVICE

BY: _____

BY: _____

TITLE: _____

TITLE: State Conservationist

DATE: _____

DATE: _____

Attachment # 11: Amendment No. 3 EWP Project (CA-2008-35 : Amendment No. 3 EWP Project)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Administration
Category: Tax Abatement

RESOLUTION 2008-15

DOC ID: 1140 A

Consider Approval of a Resolution Electing to Participate in the Tax Abatement Program Under Texas Tax Code 312.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ELECTING TO PARTICIPATE IN THE TAX ABATEMENT PROGRAM UNDER TEXAS TAX CODE 312

WHEREAS, the City Council of the City of Liberty desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Liberty is authorized to enter into Tax Abatement Agreements for commercial/industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act); and

WHEREAS, the Act requires the City of Liberty to elect to make itself eligible to engage in a Tax Abatement Program pursuant to Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby elect to participate in a Tax Abatement program under Chapter 312 of the Texas Tax Code.

PASSED AND APPROVED this 8th day of July, 2008.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell

Resolution 2008-15
Page 2

City Council Meeting

July 8, 2008

City Secretary

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Administration
Category: Tax Abatement

RESOLUTION 2008-16

DOC ID: 1139 A

Consider Approval of a Resolution Adopting Guidelines and Criteria for Tax Abatement.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT.

WHEREAS, the City Council of the City of Liberty desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Liberty is authorized to enter into Tax Abatement Agreements for commercial/industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act); and

WHEREAS, the Act requires the City of Liberty to establish guidelines and create criteria for the designation of Reinvestment Zones and the entering into Tax Abatement Agreements.

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby adopt the attached guidelines and criteria for tax abatement.

PASSED AND APPROVED this 8th day of July, 2008.

CITY OF LIBERTY, TEXAS

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell

Resolution 2008-16
Page 2

City Council Meeting

July 8, 2008

City Secretary

**GUIDELINES AND CRITERIA
FOR
TAX ABATEMENT**

July 8, 2008 – July 7, 2010

Mayor

Carl Pickett

City Council

**Dennis Beasley
Frank Jordan
Louie Potetz
Mike McCarty
Al Simonson
Diane Huddleston**

CITY OF LIBERTY

SCHEDULE OF TAX ABATEMENT EVENTS

- STEP 1 Request for information on Tax Abatement.
- STEP 2 Application for Abatement received by City.
- STEP 3 Discussions with applicant about application. Gathering data to meet City of Liberty Tax Abatement Guidelines and Criteria to qualify for tax abatement. Written response on findings to Applicant.
- STEP 4 Notification of Public Hearing on designation of a Reinvestment Zone for the purpose of tax abatement:
 - A. to all taxing entities no later than seven days prior to meeting;
 - B. publication and posting no later than seven days prior to meeting.
- STEP 5 Public hearing on designation of a Reinvestment Zone for the purpose of tax abatement.
- STEP 6 Adoption of Ordinance designating an area a Reinvestment Zone.
- STEP 7 Notice of City's intent to consider entering into a Tax Abatement Agreement sent to all taxing entities no later than seven days prior to City Council meeting. Taxing entities must be sent a copy of proposed abatement agreement with notification.
- STEP 8 City Council considers Resolution authorizing the Tax Abatement Agreement and authorizes the Mayor to execute the agreement.
- STEP 9 Applicant begins construction and/or acquisition of property described in abatement.
- STEP 10 Completion of improvements:
 - A. City inspects the project improvements for compliance with agreement;
 - B. City receives accounting statement and/or list of capital expenditures on improvements for compliance with agreement;
 - C. City issues Certification of Completion/Compliance.

- STEP 11 Certificate of Completion/Compliance filed with Tax Collector and Chief Appraiser.
- STEP 12 Prior to April 1 of the year following the Agreement; the City sends to the Texas Department of Commerce and to the State Property Tax Board a copy of the following:
- A. Reinvestment Zone Designation including general description, size, and type of property it includes;
 - B. Tax Abatement Agreement Including parties involved, property description and improvements or repairs to be made the portion of property to be exempted and the term of agreement.
 - C. Annual report on each Reinvestment Zone.
- STEP 13 Prior to May 1 of the year following the agreement, (and each year thereafter) the company files form titled "Application for Abatement" with the Liberty County Central Appraisal District, P. O. Box 10016, Liberty, TX 77575.
- STEP 14 At expiration of agreement or a termination due to noncompliance, the City will issue a Termination of Agreement to company with copies to all taxing entities, Tax Collector and Chief Appraiser, the Texas Department of Commerce and the State Property Tax Board.

CITY OF LIBERTY
GUIDELINES AND CRITERIA
FOR TAX ABATEMENT

LIST OF EXHIBITS

- A. Tax Abatement Schedule
- B. Resolution adopting Guidelines and Criteria for Tax Abatement
- C. Ordinance designating Reinvestment Zone
 - C-1 Metes and Bounds description of Reinvestment Zone
 - C-2 Drawing (Plat) of Reinvestment Zone
 - C-3 Tax Abatement Schedule
- D. Resolution authorizing Tax Abatement Agreement
- E. Sample Tax Abatement Agreement
 - E-1 Tax Abatement Schedule
 - E-2 List of proposed improvements and/or personal property, limited to manufacturing equipment.
 - E-3 Certificate of Compliance
 - E-4 Map showing existing uses and conditions to company's property within the Zone
 - E-5 Map showing proposed improvements to company's property within the Zone
- F. Section 312.204 of the Property Redevelopment and Tax Abatement Act
- G. Commercial/Industrial Tax Abatement Application

CITY OF LIBERTY
GUIDELINES AND CRITERIA
FOR
TAX ABATEMENT

INTRODUCTION

The City of Liberty has implemented a Tax Abatement Program under the provisions of Property Redevelopment and Tax Abatement Act found in Chapter 312 of the Texas Tax Code. The has adopted this uniform policy and these Guidelines and Criteria for Tax Abatement for businesses with qualifying real and personal property willing to execute tax abatement agreements with the City. The goal of tax abatement is to provide long significant impact on this community and to utilize area contractors and work force to the maximum extent feasible by developing, redeveloping and improving real property.

Tax Abatement will be negotiated with the property owner within a Reinvestment Zone. Tax Abatement is available to property owners according to the schedule outlined in Exhibit A. The agreement between the City and the Business will exempt from taxation all or part of the increase in value of the real property over its value in the year in which the agreement is executed. It can also exempt from taxation tangible personal property limited to manufacturing equipment.

It is the intent of these Guidelines and Criteria to outline the policy of the City toward tax abatement to determine the eligibility criteria of the industry and to outline the process for designating a Reinvestment Zone. These Guidelines and Criteria further outline the terms of the Tax Abatement Agreement with the business and the process for seeking tax abatements from the other taxing entities.

These general Guidelines and Criteria are not intended to be restrictive in any way, and are designed to be used as a guide to any business, industry or individual interested in Tax Abatement. The Guidelines and Criteria have been approved by the City Council as evidenced by the adoption of Resolution dated July 8, 2008, (which is attached to this document as Exhibit B).

These guidelines and criteria should not be construed as implying or suggesting that the City of Liberty is under any obligation to provide tax abatement or other incentive to any applicant. All applications shall be considered on a case by case basis.

POLICY

It is the policy of the City of Liberty to use tax abatement as an effective tool for economic development. Tax Abatement will be used to exempt owners of property

within the Reinvestment Zone from paying taxes on improvements on that property according to the schedule outlined in Exhibit A.

ELIGIBILITY PROCEDURES AND GUIDELINES

Procedures

Prior to beginning any demolition, rehabilitation, reconstruction or construction, purchase or any improvement to be included in a tax abatement agreement, the owner and/or developer shall first submit to the City, in writing, a request for tax abatement. The City will then determine the eligibility of the business and the proposed improvements and upon determination of eligibility, the City shall respond to such in writing. As outlined in the Tax Abatement Agreement (discussed in detail later in this document), the business is required to meet all codes and ordinances and acquire all permits required prior to any construction. Contact should be made early in the project with the City's Building Inspector.

Guidelines

The following guidelines will apply to all categories of redevelopment:

The proposed property to be affected must be designated by the City of Liberty as a reinvestment zone by ordinance pursuant to Chapter 312 of the Texas Tax Code or designated as an Enterprise Zone by the State of Texas.

The property owner must enter into an agreement with the City of Liberty which satisfies the guidelines and criteria adopted by the City of Liberty.

The minimum capital costs of the project shall be \$1,000,000, or annual payroll of at least \$400,000, or the creation of twenty-five (25) new permanent, full-time jobs. However, any office or retail development which guarantees a minimum of 15 new jobs or at least \$400,000 annual payroll may be considered for tax abatement.

The information furnished with a request to the City is confidential and not subject to public disclosure until the tax abatement agreement is executed.

A portion of the value of the real property, or of tangible personal property, located on the real property or both may be part of the tax abatement agreement.

Abatement for real property will be based on the increase in market value of the real property from the development, redevelopment, and/or improvement specified in the abatement contract.

Abatement for tangible personal property will be the market value of the personal property located on the real property, other than inventory or supplies. Personal property located on the real property before the period covered by the agreement will not be considered for tax abatement. Personal property may be considered as part of the overall abatement agreement or by separate agreement. Personal property is limited to manufacturing equipment and must equal a minimum of \$200,000.

In the evaluation of abatement contracts, the City of Liberty will consider the burden on existing basic services that the development, redevelopment, or improvement proposed by the abatement applicant will have.

The following general guidelines will apply in these categories:

New Construction. Any new building should be of quality design and construction. New construction should complement and blend with existing structure. Proper landscaping and lighting is encouraged in order to enhance the overall quality of life for the City. New construction should also provide key pedestrian linkages through construction or repair of sidewalks as appropriate.

General Redevelopment. Any redevelopment activity should take full advantage of the unique architectural characteristics of the area. Redevelopment should be of high quality in order to create an image needed to further attract development. The buildings to be rehabilitated must meet all City codes as a minimum standard. Normal maintenance cost alone should not be considered eligible for tax abatement.

Historical Areas. Any construction in a Reinvestment Zone in a historical area should be accomplished in a manner that will preserve, where possible, the original character and architectural integrity. Each building should have, where possible, the original wood, brick, metal or stone exteriors retained. When refinishing the exterior walls, new exterior finishes should have colors and textures, which will blend with the original. consideration should be given to the removal of artificial facades constructed on building. Signs should be subdued and of a scale and character which will blend with and complement the surrounding environment.

Exterior Building Repairs. In a reconstruction project, the business should make every effort to remove all miscellaneous and/or abandoned electrical, plumbing, drainage and other mechanical equipment from the building exterior. New mechanical systems and utility services should be installed in such a way that it will not detract from the building appearance. The contractor should leave all openings in tact where possible and avoid cement blocking or boarding up of windows or doors. Lighting and landscaping of signing should be carefully used to create a pleasant and secure environment throughout the area.

Land Use. The land use in a business district should promote and encourage uses, which generate large numbers of people, create a stimulating atmosphere and provide a

sense of security. It should encourage quality office development which will provide daytime customers for support service, such as retail shops and restaurants and encourage development which would generate outdoor activity such as sidewalk cafes, street vendors, sidewalk art sales, concerts, etc.

Personal Property. Personal property limited to manufacturing equipment may be eligible for tax abatement. Any personal property of this nature should be identified in Exhibit E-2 of the Tax Abatement Agreement. The taxable situs of any personal property abated in an agreement must be within the taxing jurisdiction of the City of Liberty for the term of the abatement unless such property is sold. Should the situs of the personal property change, the property owner shall notify the appraisal district.

REINVESTMENT ZONE

General. There are two types of zones that may be created for tax abatement. They are Residential Reinvestment Zones and Commercial/Industrial Reinvestment Zones. Each Zone must have one of these designations.

There are seven criteria under which either of Reinvestment Zones may be designated. An area may meet any one of these seven in order to qualify. They are as follows:

Criteria for Designation.

An area must (as provided in Chapter 312 of Texas Tax Code):

- (1) substantially impair or arrest the sound growth of a city or town, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use by reason of the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures; predominance of defective or inadequate sidewalk or street layout; faulty lot layout in relation to size, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; the existence of conditions that endanger life or property by fire or other cause; or any combination of these factors or conditions; or
- (2) be predominately open and, because of obsolete platting or deterioration of structures of site improvements, or other factors, substantially impair or arrest the sound growth of the City; or
- (3) be in a federally assisted new community located within a home-rule city or in an area immediately adjacent to the federally assisted new community; or
- (4) be located wholly within an area which meets the requirements for federal assistance under Section 119 of the Housing and community Development Act of 1974; or

- (5) encompass signs, billboards, and other outdoor advertising structures designated by the City Council for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the City, which the Legislature hereby declares to be a public purpose; or
- (6) be designated a local or state-federal enterprise zone under the Texas Enterprise Zone Act; or
- (7) Be reasonably likely, as the result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and contribute to the economic development of the City.

Process for Designation.

A public hearing must be held prior to the adoption of the Ordinance. A notice of public hearing must be published in the newspaper not less than seven days before the date of the hearing. Following the public hearing, the Ordinance creating the Reinvestment Zone may be adopted.

A Reinvestment Zone must be created by Ordinance. The Ordinance must describe the boundaries of the Zone by metes and bounds and describe the designation of the Zone as residential or industrial/commercial; such description to be provided by the applicant prior to the designation of the Zone.

A Reinvestment Zone designation expires after five years and may be renewed for an additional five years. However, the term of an existing Tax Abatement Agreement within the Zone is not affected. There is no limit as to the size or number of Reinvestment Zones the City of Liberty may have. All Zones must, however, conform to the comprehensive zoning ordinance of the City. A copy of a proposed Reinvestment Zone Ordinance is attached as Exhibit C.

TAX ABATEMENT AGREEMENT

General

The Tax Abatement Agreement, between the City and the business, is entered into after the creation of a Reinvestment Zone.

Provisions of Agreement

An Agreement must include the following provisions (as provided in Chapter 312.205 (a) of the Texas Tax Code). Provisions must:

- (1) list the kind, number and location of all proposed improvements of the property, and
- (2) provide for access to an authorize inspection of property by municipal employees to ensure that the improvements or repairs or purchase of personal property were made according to the specifications or conditions of the Agreement, and
- (3) limit the uses of the property consistent with the general purposes of encouraging development or redevelopment of the Zone during the period that the property tax exemptions are in effect, and
- (4) provide for recapture of property tax revenue lost as a result of the Agreement if the owner of the property fails to make the improvements or repairs or purchases of personal property as provided by the Agreement.
- (5) contain each term agreed to by the owner of the property;
- (6) require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement; and
- (7) provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

An Agreement with the business may also include, at the option of the City, the following provisions (as Provided by Chapter 312.205 (b) of the Texas Tax Code):

- (1) Improvements or repairs by the City to streets, sidewalks, and utility services or facilities associated with the property, except that the Agreement may not provide for lower charges or rates than are made for other services or properties of similar character.

- (2) An Economic Development Feasibility Study including a detailed list of estimated improvement costs, a description of the methods of financing all estimated costs and the time when the related costs or monetary obligations are to be incurred.
- (3) A map showing uses and conditions of real property in the Reinvestment Zone in relation to property descriptions as used by Liberty County Central Appraisal District.
- (4) A map showing proposed improvements and uses in the Reinvestment Zone in relation to property descriptions as used by Liberty County Central Appraisal District.
- (5) Proposed changes of the zoning ordinance, master plan, map, building codes and City ordinances.
- (6) The recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner of the property fails to create all or a portion of the number of new jobs provided by the agreement, if the appraised value of the property subject to the agreement does not attain a value specified in the agreement, or if the owner fails to meet any other performance criteria provided by the agreement, and payment of a penalty or interest, or both, on that recaptured property tax revenue.

Process for the Adoption of the Agreement

Prior to entering into the proposed Agreement, the City must publish notice of consideration of establishing a Reinvestment Zone for the purpose of entering into a Tax Abatement Agreement, and a copy of the notice must be delivered, either by registered or certified mail, or in person, to the appropriate county and school official prior to the meeting at which the Agreement is discussed. The City must also deliver a copy of the proposed Agreement to the presiding officer of Liberty County, Liberty Independent School District, and other taxing authorities with jurisdiction in the Reinvestment Zone along with written notice that the City intends to enter into the Agreement. This proposed Agreement must be delivered, either by registered or certified mail, or in person, seven days prior to the date the City intends to enter into the Agreement.

The City Council may then adopt a Resolution, attached as Exhibit D, authorizing the Tax Abatement Agreement. A copy of a sample Tax Abatement Agreement is attached as Exhibit E.

The Tax Abatement Agreement may be modified or terminated by mutual consent of the parties.

CONCLUSION

The City of Liberty has developed and adopted these Guidelines and Criteria in order to allow any business interested in tax abatement opportunity to understand the requirements and processes.

These Guidelines are subject to and governed by Chapter 312 of the Texas Tax Code and the statutes, rules and regulations of the State of Texas and the United States of America. In case of any conflict between the guidelines and any statute, the statute shall control.

These Guidelines and Criteria are effective for a two year period and may be renewed or amended after that date using the same procedure for adoption as was followed for this adoption. However, any amendment, alteration, or repeal of these Guidelines and Criteria can only become effective upon vote by three-fourths of the members of the City Council.

For reference purposes, Chapter 312.204 of the Texas Tax Code is attached as Exhibit F.

For reference purposes, an Outline of Procedures for Tax Abatement: Establishing Guidelines and Criteria for Designating Reinvestment Zones and for Entering into Tax Abatement Agreement are included as Exhibit G.

For reference purposes, a Commercial/Industrial Tax Abatement Application is included as Exhibit H.

EXHIBIT A - Guidelines and Criteria
 EXHIBIT C-3 - Ordinance Designating Reinvestment Zone
 EXHIBIT E-1 - Tax Abatement Agreement

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

The City agrees to abate ad valorem taxes on real personal property improvements of qualified businesses in Commercial/Industrial Reinvestment Zones as follows:

The minimum capital costs of the project shall be \$1,000,000, or annual payroll of at least \$400,000, or the creation of twenty-five (25) new permanent, full-time jobs. Any office or retail development which guarantees a minimum of 15 new jobs or at least \$400,000 annual payroll may be considered for tax abatement.

Personal property is limited to manufacturing equipment and cost must equal not less than \$200,000.00.

<u>Year</u>	<u>% OF ADDED VALUE TO BE ABATED</u>
1-5	100%
6	75%
7	50%

EXHIBIT B

A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF LIBERTY, TEXAS, ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT.

WHEREAS, the City Council of the City of Liberty desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Liberty is authorized to enter into Tax Abatement Agreements for commercial/industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act); and

WHEREAS, the Act requires the City of Liberty to establish guidelines and create criteria for the designation of Reinvestment Zones and the entering into Tax Abatement Agreements.

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby adopt the attached guidelines and criteria for tax abatement.

PASSED AND APPROVED this 8th day of July, 2008.

CITY OF LIBERTY, TEXAS

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

EXHIBIT C - Guidelines and Criteria
EXHIBIT E-1 - Tax Abatement Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, DESIGNATING A CERTAIN AREA AS A COMMERCIAL/INDUSTRIAL REINVESTMENT ZONE, CITY OF LIBERTY, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council of the City of Liberty, Texas, (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "Act"); and

WHEREAS, a hearing before the City Council was set for _____ p.m. on the _____ day of _____ 20____, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Liberty; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Liberty County, Liberty Independent School District, and other taxing authorities with jurisdiction in the reinvestment zone as required by the Act; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone. The boundaries of the proposed Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit C-1 and depicted in the drawing attached hereto as Exhibit C-2, should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, that it will be of general benefit to the City of Liberty and that it will be in the public interest to pass this Ordinance creating a Reinvestment zone;

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.
- (b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone pursuant to the Act; and
- (c) That creation of the proposed Zone with boundaries as described herein will result in benefits to the City, its residents and property owners and to the property, residents and property owners in the Reinvestment Zone.
- (d) That the Reinvestment Zone, as defined herein in Exhibits C-1 and C-2, meets the criteria for the creation of a Reinvestment Zone as set forth in Chapter 312.202 of the Act in that:
 - (1) It is a contiguous geographic area located wholly within the corporate limits of the City.

- (2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment, or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.
- (3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or town or by a member of zoning or planning board or commission of the City.
- (4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3: That the City hereby creates a Reinvestment Zone over the area described by the description attached hereto and depicted in a drawing attached hereto and such Reinvestment Zone shall hereafter be identified as the Commercial/Industrial Reinvestment Zone, Number _____, _____, City of Liberty, Texas, (the "Zone").

SECTION 4: That operation of the Zone shall commence on _____, 20____, for a period of five years, may be renewed for an additional five years or may terminate sooner by subsequent ordinance.

SECTION 5: That a written agreement as provided in the Act, with the owners of the property located within the Reinvestment Zone is hereby authorized according to the schedule and term outlined in Exhibit C-3, and the written agreement shall provide an exemption from taxation the increased value of the real and/or personal property according to that schedule.

SECTION 6: That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7: That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 8: That the contents of the notice of public hearing, which hearing was held before the City Council on _____, and the publication of said notices, are hereby ratified, approved and confirmed.

PASSED, APPROVED AND ADOPTED on the _____ day of _____, 20____.

CITY OF LIBERTY

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

EXHIBITS TO ORDINANCE

- | | |
|-----|--------------------------------------|
| C-1 | Metes and Bounds description of zone |
| C-2 | Map of Zone |
| C-3 | Tax Abatement Schedule |

EXHIBIT C-1

METES AND BOUNDS DESCRIPTION OF
REINVESTMENT ZONE

EXHIBIT C-2

DRAWING (PLAT) OF
REINVESTMENT ZONE

EXHIBIT A - Guidelines and Criteria
 EXHIBIT C-3 - ordinance Designating Reinvestment Zone
 EXHIBIT E-1 - Tax Abatement Agreement

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

The City agrees to abate ad valorem taxes on real and personal property improvements of qualified businesses in Commercial/Industrial Reinvestment Zone as follows:

The minimum capital costs of the project shall be \$1,000,000, or annual payroll of at least \$400,000, or the creation of twenty-five (25) new permanent, full-time jobs. However, any office or retail development which guarantees a minimum of 15 new jobs or at least \$400,000 annual payroll may be considered for tax abatement.

Personal Property is limited to manufacturing equipment and cost must equal \$200,000.00 minimum.

<u>Year</u>	<u>% OF ADDED VALUE TO BE ABATED</u>
1-5	100%
6	75%
7	50%

EXHIBIT D

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF
LIBERTY, TEXAS, AUTHORIZING AN AGREEMENT FOR
COMMERCIAL/INDUSTRIAL TAX ABATEMENT FOR
REINVESTMENT ZONE NO. _____.

WHEREAS, the City Council of the City of Liberty did previously approve and
adopt Tax Abatement Guidelines and Criteria; and

WHEREAS, the City Council has established a Commercial/Industrial
Reinvestment Zone by Ordinance No. _____ for _____.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Liberty, Texas, does hereby authorize entering into a Commercial/Industrial Tax
Abatement Agreement with _____, Reinvestment Zone No.
_____.

FURTHER, BE IT RESOLVED that through the adoption of this Resolution, the
Mayor of the City of Liberty, Carl Pickett, is authorized to execute the
commercial/Industrial Tax Abatement Agreement as attached hereto.

PASSED, APPROVED AND ADOPTED this _____ day of
_____,
20____.

CITY OF LIBERTY, TEXAS

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell

City Secretary

EXHIBIT E
SAMPLE TAX ABATEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF LIBERTY

This instrument is an Abatement Agreement executed by and between the City of Liberty, Texas, and _____ company _____. Its terms and conditions are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

RECITALS

1. The Texas Property Redevelopment and Tax Abatement Act and all amendments thereto ("Law") provide that the governing body of an incorporated City (such as the City of Liberty) has the power to create one or more Reinvestment Zones for the abatement of ad valorem taxes assessed against real and/or personal property provided that certain conditions as detailed in the law are met.
2. _____ ("Company") owns real property ("Real Property") and/or personal property ("Personal Property") located within the taxing jurisdiction of the City of Liberty ("City").
3. The City has designated by ordinance the real property as Reinvestment Zone No. _____ ("Zone") eligible for the abatement of ad valorem taxes assessed against the real property or certain tangible personal property located thereon. The Ordinance creating the Zone is included as Exhibits C with Exhibits C-1 and C-2 describing and depicting the Zone. By virtue of the City following the requirements of the Law in creating the Zone, the City and Company now exercise their rights to enter into this instrument, the terms and conditions of which are detailed below and, with the Exhibits, constitute the full and complete agreement ("Agreement") between the City and Company concerning the abatement of ad valorem taxes assessed against the real property and personal property within the Zone and otherwise payable to the City.

TERMS AND CONDITIONS

1. The first year of Tax Abatement under this Agreement shall be the year following the year in which it is executed unless otherwise noted. All valuations are determined by the Liberty County Central Appraisal District as of January 1st of each year.

2. The percentage of abatement on properties covered are described in Exhibit E attached hereto and made a part hereof.
3. Company will construct within the Zone improvements and/or purchase certain tangible personal property, limited to manufacturing equipment, for use in the Zone, and prior to completion or purchase by _____ ("Completion Period") spend a minimum of \$_____ in construction cost and/or a minimum of \$_____ in personal property costs.
4. A list of the kind, number and location of all proposed improvements constituting the Facilities are attached to this Agreement as Exhibit E-5. Employees and/or designated representatives of the City will have access to the Zone during the term of this Agreement to inspect the Facilities to determine if the terms and conditions of the Agreement are being met. All inspections will be made during normal business hours and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facilities. All inspections will be made with one or more representatives of Company, and in accordance with its safety standards.
5. The use of the real property and/or personal property is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Zone during the period that the Property Tax Abatements are in effect. Company will declare the real property to be the tax situs of the personal property and will render both the real property and the personal property with Liberty County Central Appraisal District during each year this agreement is in effect.
6. In the event that company (a) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protests and/or contests; or fails to cure during the Cure Period (as hereafter provided), or (b) violates any of the terms and conditions of this Agreement by failing to make the improvements and repairs or renditions as provided by this Agreement, this Agreement then may be terminated by the City, and all taxes otherwise abated by virtue of this Agreement will be recaptured and paid to the City by Company within sixty (60) days of the termination. As an alternative, the City may in its discretion, not declare the Agreement terminated, but it must certify to Liberty County Central Appraisal District that the company has failed to qualify for an abatement for that tax year.
7. In the event that the Facilities are completed and Company begins operations, but subsequently discontinues operations for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of one year during the abatement period, then this Agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the Facility no

longer operates. The taxes otherwise abated for that calendar year shall be paid to City within sixty (60) days from the date of the termination.

8. Company must annually, on or before February 15th of each year, certify to the City Council that it is in compliance with the terms of this Agreement as of January 1st of that year.
9. Should the City determine that company is in default in the terms and conditions of this Contract, then the City shall notify Company at the address stated below of such claimed default, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), this Agreement may be terminated by the City. Any notice of default shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested. In the event the notice is effected by personal delivery, the date and hour of actual delivery shall be the time and date of such notice to Company. Absent a postal strike or other stoppage of the mails, in the event of delivery of notice by registered or certified United States mail, the date and hour following 48 hours after the date and hour at which the sealed envelope containing the notice is deposited in the United States mail, properly addressed, and with postage prepaid, shall be the time and date of such notice to Company.
10. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in Section 312.204 of the Property Redevelopment and Tax Abatement Act, a copy of which is marked Exhibit F attached hereto and made a part hereof.
11. All notices required or contemplated by this Agreement shall be addressed as follows:

If _____ to _____ Company, _____ then _____ to _____

—.

If to the City, then to 1829 Sam Houston, Liberty, Texas, 77575, Attention: Mayor of the City of Liberty, Texas.

12. The terms and conditions of this Agreement are binding upon the successors and assigns of both parties hereto. This Agreement cannot be assigned by company unless permission is first granted by the City, in its sole discretion.
13. This Agreement was approved by the affirmative vote of a majority of the members of the governing body of the City Council of the City of Liberty at a regularly scheduled meeting on the _____ day of _____, 20____, and Carl Pickett, Mayor, was authorized to sign on behalf of the City of Liberty, Texas.

14. This Agreement was authorized by Company, and _____ of Company was authorized to sign on its behalf.
15. This Agreement is performable in Liberty County, Texas.
16. All values used shall be established by Liberty County Central Appraisal District.
17. The current taxable value of the property of Company in the Zone is:

Real property	\$ _____
Personal Property	\$ _____
Total Base Value	\$ _____

NOTE: Values will be confirmed by Liberty County Central Appraisal District prior to execution of Agreement.

18. The City of Liberty hereby exempts from ad valorem real and personal property taxation for the term set forth, the value in the Zone in excess of that stated in (2) above, in accordance with Tax Abatement Agreement Exhibit E-1, Tax Abatement Schedule.
19. The term of the exemption will be for a period of six (6) years, beginning January 1, 20 _____. After the term expires, the full value of the improvements shall be included on the tax roll and assessed appropriately, and this Agreement shall terminate.
20. The company shall, within the term of this Agreement, construct or cause to be constructed upon Company's property in the Zone certain improvements and/or repairs as set forth in Exhibit E-2 of this Agreement and/or purchase or cause to be purchased certain tangible personal property as set forth in Exhibit E-2 of this agreement. Such Exhibit lists the kind, number and location of all proposed improvements and/or repairs to the property of Company in the Zone. Make, model and serial number of tangible personal property should be listed when known. However, it is the intent of the City to abate taxes on all improvements and additions in excess of the base value, regardless of whether itemized on Exhibit E-2.
21. The company agrees to build improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the City and any subdivision, agency, or authority thereof, and prior to commencing shall secure all permits, licenses and authorization required.
22. Upon completion and inspection by the City of the improvements specified in this Agreement, Company and City shall execute a Certificate of Compliance set out

in Exhibit E-3 of this Agreement. A copy of this shall be sent to each taxing entity involved, the company and to the Liberty County Central Appraisal District.

23. Should company fail to make the improvements and/or repairs and/or personal property purchases as provided in this Agreement, then all real and personal property tax revenue lost by the City of Liberty from Company's property in the Zone due to this Agreement shall be forthwith paid to the City of Liberty by Company, and this Agreement shall become void.
24. A map showing existing uses and conditions of company's property within the Zone is attached as Exhibit E-4 and incorporated herein by reference.
25. A map showing proposed improvements and uses to Company's property within the Zone is attached as Exhibit E-5 and incorporated herein by reference.

WITNESS OUR HANDS, this _____ day of _____, 20____.

CITY OF LIBERTY, TEXAS

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

"Company"

By

Title

THE STATE OF TEXAS

COUNTY OF LIBERTY

Before me, the undersigned authority, on this day personally appeared _____, _____, _____, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity herein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this the _____ day of _____, 20____.

Notary Public in and For the
State of Texas

THE STATE OF TEXAS

COUNTY OF LIBERTY

Before me the undersigned authority, on this day personally appeared _____, Mayor of the City of Liberty, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this the _____ day of _____, 20____.

Notary Public in and for the
State of Texas

EXHIBIT A - Guidelines and Criteria
 EXHIBIT C-3 - Ordinance Designating Reinvestment Zone
 EXHIBIT E-1 - Tax Abatement Agreement

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

The City agrees to abate ad valorem taxes on real and personal property improvements of qualified businesses in Commercial/Industrial Reinvestment Zones as follows:

The value of any real property improvements must equal \$10,000.00 minimum.

New development cost must equal \$50,000.00 minimum

Personal Property is limited to manufacturing equipment and cost must equal \$200,000.00 minimum.

<u>Year</u>	<u>% OF ADDED VALUE TO BE ABATED</u>
1-5	100%
6	75%
7	50%

TAX ABATEMENT AGREEMENT
EXHIBIT E-2

(List of personal property, limited to manufacturing equipment)

EXHIBIT E-3

CERTIFICATE OF COMPLIANCE

AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT

WITH _____

IN REINVESTMENT ZONE NO. _____ CITY OF LIBERTY

FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT

CITY OF LIBERTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF LIBERTY

_____, (The "Company") hereby certifies that the real and/or personal property improvements on the property, described on Exhibit e-2, as attached hereto, as called for in the above referenced Agreement, have been completed and that all facilities and improvements have been constructed or acquired pursuant to said Agreement.

Signed the _____ day of _____, 20____.

Name, Title

The above described improvements have been accepted by the City of Liberty, Texas, as being in compliance with the above-referenced Agreement, and that pursuant to said Agreement, the exemption from taxation shall commence on _____ and the "base value" for the purposes of determining the taxable value of the Premises shall be the value of the property as established in the said Agreement.

Signed this ____ day of _____, 20____.

Inspector

City of Liberty, Texas

EXHIBIT E-4

MAP SHOWING EXISTING USES AND
CONDITIONS OF REAL PROPERTY

EXHIBIT E-5

MAP/LIST OF PROPOSED
IMPROVEMENTS AND USES

EXHIBIT F

Sec. 312.204. Municipal Tax Abatement Agreement

(a) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of taxable real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. The governing body of an eligible municipality may agree in writing with the owner of a leasehold interest in tax-exempt real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt a portion of the value of property subject to ad valorem taxation, including the leasehold interest, improvements, or tangible personal property located on the real property for a period not to exceed ten (10) years, on the condition that the owner of the leasehold interest may specific improvements or repairs to the real property. A tax abatement agreement under this section is subject to the rights of holders of outstanding bonds of the municipality. An agreement exempting taxable real property or leasehold interests or improvements on tax-exempt real property may provide for the exemption of such taxable interests in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement exempting tangible personal property located on taxable or tax-exempt real property may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality, including inventory and supplies. In a municipality that has a comprehensive zoning ordinance, and improvement, repair, development, or redevelopment taking place under an agreement under this section must conform to the comprehensive zoning ordinance.

(b) The agreements made with the owners of property in a reinvestment zone must contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption. For purposes of this subsection, if agreements made with the owners of property in a reinvestment zone before September 1, 1989, exceed 10 years in duration, agreements made with owners of property in the zone on or after that date must have a duration of 10 years.

(c) The property subject to an agreement made under this section may be located in the extraterritorial jurisdiction of the municipality. In that event, the agreement applies to taxes of the municipality if the municipality annexes the property during the period specified in the agreement.

(d) Except as otherwise provided by this subsection, property that is in a reinvestment zone and that is owned or leased by a person who is a member of the

governing body of the municipality or a member of a zoning or planning board or commission of the municipality is excluded from property tax abatement or tax increment financing. Property that is subject to a tax abatement agreement in effect when the person becomes a member of the governing body or of the zoning or planning board or commission does not cease to be eligible for property tax abatement under that agreement because of the person's membership on the governing body, board, or commission. Property that is subject to tax increment financing when the person becomes a member of the governing body or of the zoning or planning board or commission does not become ineligible for tax increment financing in the same reinvestment zone because of the person's membership on the governing body, board, or commission.

(e) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner or lessee of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed 10 years a portion of the value of the real property or of personal property, or both, located within the zone and owned or leased by a certificated air carrier, on the condition that the certificated air carrier make specific real property improvements or lease for a term of 10 years or more real property improvements located within the reinvestment zone. An agreement may provide for the exemption of the real property in each year covered by the agreement to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of the personal property owned or leased by a certificated air carrier located within the reinvestment zone in each year covered by the agreement other than specific personal property that was located within the reinvestment zone at any time before the period covered by the agreement with the municipality.

(f) The agreements made with owners of property in an enterprise zone that is also designated as a reinvestment zone are not required to contain identical terms for the portion of the value of property that is to be exempt and the duration of the agreement.

(g) Notwithstanding the other provisions of this chapter, the governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed five years a portion of the value of the real property or of tangible personal property located on the real property, or both, that is used to provide housing for military personnel employed at a military facility located in or near the municipality. An agreement may provide for the exemption of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality and other than inventory or supplies. The governing body of the municipality may adopt guidelines and criteria for tax abatement agreements entered into under this subsection that are different from the guidelines

and criteria that apply to tax abatement agreements entered into under another provision of this section. Tax abatement agreements entered into under this subsection are not required to contain identical terms for the portion of the value of the property that is to be exempt or for the duration of the exemption as tax abatement agreements entered into with the owners of property in the reinvestment zone under another provision of this section.

(h) The Texas Department of Economic Development or its successor may recommend that a taxing unit enter into a tax abatement agreement with a person under this chapter. In determining whether to enter into a tax abatement agreement under this section, the governing body of a municipality shall consider any recommendation made by the Texas Department of Economic Development or its successor.

Added by Acts 1987, 70th Leg., ch. 191, § 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 2, § 14.10(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 486, § 1, eff. June 14, 1989; Acts 1989, 71st Leg., ch. 1137, § 6, 7, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 985, § 13, eff. Sept. 1, 1995; Acts 2001, 77th Leg., ch. 560, § 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 640, § 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 765, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1016, § 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1258, § 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 149, § 18, eff. May 27, 2003; Acts 2003, 78th Leg., ch. 978, § 5, eff. Sept. 1, 2003; Acts 2005, 79th Leg., ch. 412, § 16, eff. Sept. 1, 2005; Acts 2005, 79th Leg., ch. 728, § 23.001(82), eff. Sept. 1, 2005;

SECTION 312.2041. Notice of Tax Abatement Agreement to Other Taxing Units.

(a) Not later than the seventh day before the date on which the municipality enters into an agreement under Section 312.204 or 312.211, the governing body of the municipality or a designated officer or employee of the municipality shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice that the municipality intends to enter into the agreement. The notice must include a copy of the proposed agreements.

(b) A notice is presumed delivered when placed in the mail postage paid and properly addressed to the appropriated presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

(c) Failure to deliver the notice does not affect the validity of the agreement.

Added by 1989 Tex. Law, p. 185, ch. 2, sec. 14.11; amended by 1989 Tex. Laws, p. 4685, ch. 1137, Sec. 8; amended by SB 1596, 75th Tex. Leg., 1997, eff. September 1, 1997, and by HB 1239, 75th Tex. Leg., 1997, eff. September 1, 1997.

EXHIBIT G
COMMERCIAL/INDUSTRIAL TAX ABATEMENT
APPLICATION

Name _____ of _____ Company

Address _____

(Street)

(Mailing, if different)

City _____ State _____ Zip _____

Phone _____

Contact _____ Person

- I. List kind, number and location of all proposed improvements of the property, both real and personal (attach an additional sheet if necessary).

- II. Attach to this application:

- (A) a map showing current uses and conditions of real property;
(B) a map showing proposed improvements and uses.

Use a copy of the Liberty County Central Appraisal District map of your property as the base map for your property. You can get this from their office at 2030 Sam Houston Street, Liberty, Texas. There will be a minimal charge. Liberty County Central Appraisal District now requires that all applications for Tax Abatement use a District map as the base map for all drawings or improvements and Reinvestment Zones.

- III. Attach a metes and bounds description of the property.

Page 2
Tax Abatement Application

The City of Liberty Guidelines and Criteria for Tax Abatement establishes the following Tax Abatement criteria:

As a minimum, the value of any real property improvements must equal \$10,000.00.

Personal Property is limited to manufacturing equipment and must equal \$200,000.00 minimum.

The Amount of abatement is as follows:

<u>Year</u>	<u>% OF ADDED VALUE TO BE ABATED</u>
1-5	100%
6	75%
7	50%

IV. Company plans to invest \$_____ in real property improvements and/or invest \$_____ in personal property (manufacturing equipment prior to _____ (date).

V. The current taxable value of the property of the Company is:

Real Property _____

Personal Property _____

Total _____

You will receive a written response to your application for Commercial/Industrial Tax Abatement .

Dianne Tidwell
City Secretary
1829 Sam Houston
Liberty, TX 77575



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/08/08 06:00 PM

Department: Administration
Category: Tax Abatement

RESOLUTION 2008-17

DOC ID: 1138 A

Consider Approval of a Resolution Indicating Intent to Enter into a Tax Abatement Agreement with Boomerang Tube, LLC.

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

WHEREAS, the City Council of the City of Liberty desires to promote economic development and re-development within the City of Liberty;

WHEREAS, the City of Liberty is authorized to enter into Tax Abatement Agreements for commercial/industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act) after certain actions by the City are made pursuant to the Tax Code; and

WHEREAS, Boomerang Tube, LLC desires to make substantial capital investment within the City of Liberty as will be further described in its application for Tax Abatement;

WHEREAS, Boomerang Tube, LLC has committed to bring substantial new jobs to the City of Liberty as will be further described in its application for Tax Abatement;

WHEREAS, it appears to be in the best interest of the citizens of the City of Liberty to enter into a Tax Abatement agreement that will allow Boomerang Tube, LLC to locate in Liberty, Texas;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby indicate its intent to, after completing acts required under the Texas Tax Code, consider the data provided in the application for Tax Abatement provided by Boomerang Tube, LLC, and enter into an appropriate Tax Abatement Agreement between the City of Liberty and Boomerang Tube, LLC according to the attached schedule.

PASSED AND APPROVED this 8th day of July, 2008.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

PROPOSED TAX ABATEMENT SCHEDULE
FOR BOOMERANG TUBE LLC

The following schedule indicates a preliminary abatement schedule based on discussions with Boomerang Tube, LLC. The Final schedule will be determined and will appear in the Tax Abatement Agreement after review of all data submitted by Boomerang Tube, LLC.

<u>Year</u>	<u>% OF ADDED VALUE TO BE ABATED</u>
1-2	100%
3-4	80%
5-6	60%
7	40%
8-10	0%