



The City of Liberty City Council

Special Called Meeting

~ Agenda ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, September 27, 2022

6:00 PM

City Council Chambers

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

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett				
Mayor Pro Tem Diane Driggers				
Council Member Dennis Beasley				
Council Member Libby Simonson				
Council Member Chipper Smith				
Council Member Tommy Brents				
Council Member Ed Seymour				

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

III. 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. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRE PROTECTION SERVICES AGREEMENT WITH LIBERTY COUNTY.
- B. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE

HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY.

IV. REGULAR AGENDA**A. Regular Session**

1. **FIRST READING - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TIMBERLINE PRODUCTS, INC.**
2. **SECOND READING - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TIMBERLINE PRODUCTS, INC.**
3. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RATIFYING THE EXPENDITURE OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS TO PAY THE DEBT ON THE FIRE TANKER TRUCK FINANCED BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION.**
4. **AN ORDINANCE AMENDING CHAPTER 4, BUSINESS REGULATIONS, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY AMENDING ARTICLE 4.11, DIVISION 3, SECTION 4.11.062, REGULATING GAME ROOMS IN THE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

B. Work Session

1. Work Session to discuss Recreational Vehicle Ordinance.
2. Work Session to discuss Fire Stations No. 1 and No. 2

C. Executive Session

1. **Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.**
Discussion regarding economic development negotiations.

D. Reconvene into Regular Session**V. ADJOURNMENT****A. Motion To: Adjourn**

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 23rd day of September, 2022 at 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

April Gilliland

April Gilliland, City Secretary

NOTICE

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

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

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRE PROTECTION SERVICES AGREEMENT WITH LIBERTY COUNTY.

Department: Administration

Subject: Fire Protection Services Agreement

Background: This agreement is executed annually between Liberty County and the City of Liberty to provide fire protection for the geographic area of the community outside of the Liberty City Limits. The Fire Department has made 43 Fire Mutual Aid calls between October 1, 2021, to September 15, 2022.

Funding Source: In Fiscal Year 2022, Liberty County paid the Liberty Fire Department \$25,000. The amount received from the County will remain at \$25,000 for Fiscal Year 2023.

Staff Recommendation: Staff recommends approval of the resolution authorizing the City Manager to execute the Fire Protection Services Agreement with Liberty County.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 9/27/2022 6:00 PM

Department: Administration
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRE PROTECTION SERVICES AGREEMENT WITH LIBERTY COUNTY.

WHEREAS, this agreement between Liberty County and the City of Liberty Fire Department for Fire Protection Services is executed annually between Liberty County and the City of Liberty to provide fire protection for the geographic area of the community outside of the Liberty City Limits; and

WHEREAS, the Liberty Fire Department has made forty-three (43) Fire Mutual Aid calls between October 1, 2021 to September 15, 2021; and

WHEREAS, in Fiscal Year 2022, Liberty County paid the Liberty Fire Department \$25,000, and the amount received from Liberty County will remain at \$25,000 for Fiscal Year 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the City Manager to execute the Fire Protection Services Agreement with Liberty County.

PASSED AND APPROVED this 27th day of September, 2022.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

**AGREEMENT BETWEEN LIBERTY COUNTY AND CITY OF LIBERTY FIRE
DEPARTMENT FOR FIRE PROTECTION SERVICES**

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

1. PARTIES TO THE CONTRACT

This agreement ("Agreement") is made and entered into between **LIBERTY COUNTY** ("County"), acting by and through County Judge Jay Knight, and the **CITY OF LIBERTY FIRE DEPARTMENT** ("Fire Department"), acting by and through its Fire Chief, located:

1912 Lakeland Dr.
Liberty, Texas 77575
(936) 336-3922
Number of Active Members: _____

2. AUTHORITY

This contract is executed pursuant to the authority of Texas Local Government Code §352.001(c), for the purpose of providing fire protection to the residents of Liberty County.

3. CONTRACT PERIOD

The term of this Agreement is for a period beginning on October 1, 2022 through September 30, 2023 for a period of one (1) year, unless terminated at an earlier date.

**4. SERVICES AND EQUIPMENT TO BE PROVIDED BY FIRE
DEPARTMENT**

Fire Department shall operate a fire protection and fire fighting operation program for the geographic area of the community, and equipment must meet or exceed the state equipment minimum requirements.

**5. FIRE DEPARTMENT SHALL MAINTAIN NATIONAL INCIDENT
MANAGEMENT SYSTEMS (NIMS) TRAINING**

Fire Department and its members shall participate in and comply with the National Incident Management Systems (NIMS) Training Program for the purpose of improving the preparedness, response and recovery capabilities of Fire Department. This Agreement is conditioned on the completion and compliance of Fire Department and its members with the NIMS Training Program. Certification of completion shall be forwarded to the Texas Office of Emergency Management for recording.

(A) Fire Department and its members shall adopt and follow a Training Program recognized by the State Fire Fighter and Fire Marshal's Association (SFFMA) or Texas Commission of Fire Protection (TCFP) and shall provide proof of compliance to the Liberty County Fire Marshal.

(B) Fire Department shall supply, during the months of January and June, of each contract year, a list of all members of Fire Department, a unit number, a contact number and all fire fighting apparatuses belonging to Fire Department, to the Liberty County Fire Marshal, or his designee, and to the Liberty County Sheriff's Office Dispatch Supervisor for recording.

6. FIRE DEPARTMENT SHALL PROVIDE MONTHLY REPORTS TO THE LIBERTY COUNTY FIRE MARSHAL

On or before the 15th day of each month, Fire Department shall e-mail a run report to bill.hergemueller@co.liberty.tx.us with the previous month call reports do not include First responders medical calls.

Fire Departments shall attend monthly Fire Fighters Association meetings held every 3rd Tuesday of each month either in person or via online (Zoom)

7. METHOD OF PAYMENT

Subject to approval and certification for payment by the Liberty County Fire Marshal, the Liberty County Commissioners Court agrees to pay City of Liberty Fire Department for County fire protections services at a rate of \$25,000.00 per year (\$2083.33 monthly). Such mutual aid assistance for fire protection services provided by Fire Department shall be documented by monthly reports in accordance with the set rate schedule and contain strict proof thereof. Any proof must be certified by Fire Department's Chief.

Reimbursement from County to City of Liberty Fire Department shall be made in equal monthly payments.

8. TERMINATION

- (A) County may terminate this contract, in whole or in part, at any time if County determines that cause exists for such termination. The party requesting termination shall give written notice sixty (60) days prior to the date of termination. The notice shall state the reason for termination and the portion of the contract to be terminated.
- (B) County may immediately suspend performance of this contract, without advance notice to Fire Department, if County identifies possible instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in Fire Department's performance.
- (C) The suspension or termination of this contract by County shall not relieve Fire Department of any of their existing liability to County.

9. INDEMNIFICATION

To the fullest extent permitted by law, Fire Department shall defend, indemnify and hold harmless the County, its consultants, agents and employees from and against suits, claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out or resulting from performance of the work to the extent that such claims, damages, losses and expenses are attributable to bodily or personal injury, sickness, disease or death or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by negligent acts or omissions or acts or omissions of Fire Department, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnity shall include but not be limited to, any claim or suit brought by an employee of Fire Department or any Fire Department's subcontractors. This indemnity obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

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

a Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

The parties expressly acknowledge that Fire Department is contracted by the County only for the purposes and to the extent set forth in this Agreement, and the relationship of Fire Department to County shall during the period or periods hereunder, be that of an independent contractor. Fire Department shall not be considered as having employee, subcontractor, agent or joint venture status. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either express or implied.

To effectuate the purpose of this Section of the Agreement, the indemnified party, as the case may be, shall give written notice of any suit or claim with in twenty-one (21) days of the date of receipt of same to the indemnifying party. The indemnifying party shall have the right, but not the obligation, to participate in the defense of the claim or suit by engaging its own counsel and conducting any defense of any claim it may be called upon to pay the party to be indemnified. The party to be indemnified shall cooperate fully with the indemnifying party.

10. COMMITMENT OF CURRENT REVENUE

Pursuant to Article XI, Section 5 of the Texas Constitution and Section 271.903 of the Texas Local Government Code, County retains the continuing right to terminate this Agreement at the expiration of each budget period. This Agreement is conditioned on the best efforts attempt of County to obtain and appropriate funds within each budget period for the payment of the Agreement.

11. COMPLIANCE WITH THE LAW

Both parties shall comply will all federal, state and local laws. Further, Fire Department shall comply with all regulations applicable to volunteer fire departments provided for by any and all federal, state and local laws. In the event of a conflict between such laws and regulations and the terms of this Agreement, precedence shall be given to any and all federal, state and local laws and regulations.

12. ENTIRE CONTRACT

This Agreement incorporates all of the agreements, covenants and understandings between the Parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement. Each party acknowledges that it was represented by competent counsel of its own choosing regarding the negotiation and execution of this Agreement.

Signed this _____ day of _____, 2022.

ATTEST:

Jay Knight, Liberty County Judge

ATTEST:

City of Liberty, City Manager

ATTEST:

Liberty County Fire Marshal

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY.

Department: Administration

Subject: H-GAC 2023 General Assembly Delegates

Background: The H-GAC General Assembly consists of delegates from all member governmental entities of the Council. All members of the General Assembly are elected officials of the Commissioner's Court, City Council, or Independent School District Board of Trustees which they represent. Each H-GAC member city, under 25,000 in population, is allowed one delegate and one alternate to the General Assembly. Mayor Pickett and Mayor Pro Tem Diane Driggers currently serve as the City's delegate and alternate, respectively, to the 2022 General Assembly. H-GAC is requesting the City to appoint a delegate and alternate for the 2023 General Assembly.

Funding Source: N/A

Staff Recommendation: Staff recommends approval of the resolution reappointing Mayor Pickett as the representative and Mayor Pro Tem Driggers as the alternate to the H-GAC 2021 General Assembly.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 9/27/2022 6:00 PM

Department: Administration
Category: Action Item

Resolution 2021-76

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DESIGNATING A REPRESENTATIVE AND ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY.

BE IT RESOLVED by the Mayor and City Council of Liberty, Texas, that Carl Pickett be, and is hereby designated as its Representative to the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2023.

FURTHER, the Official Alternate authorized to serve as the voting representative should the above-named representative become ineligible, or should he/she resign, is Diane Driggers.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the above-named representative and alternate.

PASSED AND ADOPTED on the 27th day of September, 2022.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

Agenda Wording: FIRST READING - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TIMBERLINE PRODUCTS, INC.

Department: Community Development

Subject: Economic Development Agreement

Background: On September 20, 2022, the Liberty Community Development Corporation (LCDC) Board of directors authorized the General Manager to negotiate and execute an agreement with Timberline Products. Timberline Products plans to operate a glycerin refining and antifreeze/coolant production and bottling facility at 3020 Beaumont. The business is being relocated from Coldspring to Liberty. The owner of the company has provided employee salaries and anticipated investment expenditures for the business.

Timberline Products plans to hire thirteen (13) employees within the first year of operation. These positions include the following:

- 1 – Office Manager (\$18 per hour)
- 1 – Receptionist (\$15 per hour)
- 2 – Sales Staff (\$10 per hour plus commission)
- 9 – Plant/Production (\$15 - \$22 per hour depending on skills and experience) – 2 of these employees will be relocated from Coldspring

Timberline also plans to invest approximately \$1,000,000 in new furniture, fixtures, equipment and utility upgrades. In return, LCDC will provide reimbursements for utility upgrades in an amount not to exceed \$30,000. The work must be completed and invoices provided before any reimbursement is made.

On August 16, 2022, the LCDC Board of Directors held a public hearing regarding the potential expenditure of funds for the Timberline Products economic development agreement.

Funding Source: LCDC Fund Balance

Staff Recommendation: Staff recommends City Council ratify the expenditure of fund.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 9/27/2022 6:00 PM

Department: Community Development
Category: Resolution

Resolution

FIRST READING - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TIMBERLINE PRODUCTS, INC.

WHEREAS, the City Council of the City of Liberty, Texas has carefully reviewed the economic development request from TIMBERLINE PRODUCTS, INC. (hereinafter referred to as the Grant Recipient); and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the attached Grant Agreement, by and between the Liberty Community Development Corporation (hereinafter referred to as the LCDC) and the Grant Recipient, shall control performance levels associated with this grant; and

WHEREAS, said Grant Agreement is hereby attached as Exhibit "A", incorporated into and made a permanent portion of this Resolution; and

WHEREAS, the LCDC Board of Directors has reviewed the subject grant request and has approved same; and

WHEREAS, the exact dollar amount of this grant award shall be an amount not to exceed THIRTY THOUSAND Dollars and No Cents (\$30,000.00) with said amount being funded by the LCDC; and

WHEREAS, the Grant Recipient plans to construct and operate a glycerin refining plant and antifreeze production and bottling business that will be of significant economic consequence to the City of Liberty.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Texas that:

(1) This resolution has been read aloud two (2) times by the City of Liberty City Council.

(2) The City of Liberty City Council hereby authorizes the LCDC to award an economic development grant in an amount not to exceed THIRTY THOUSAND DOLLARS AND NO

CENTS (\$30,000.00) to the Grant Recipient pursuant to the attached Grant Agreement.

(3) The Grant Agreement, herein attached as Exhibit “A”, shall control performance levels associated with the subject grant.

(4) The Executive Director of the LCDC shall secure the timely and appropriate execution of the Grant Agreement and shall deliver a fully executed original document to the City of Liberty’s Chief Financial Officer.

(5) A sixty (60) day waiting period for payments against this grant is hereby established with said waiting period to commence upon the date of the LCDC’s first public hearing.

PASSED AND APPROVED this 27th day of September, 2022.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

PERFORMANCE INCENTIVE AGREEMENT FOR
BUSINESS AND COMMERCIAL DEVELOPMENT

This Agreement is made by and between the Liberty Community Development Corporation (sometimes hereinafter referred to as “LCDC”), a nonprofit corporation organized under the authority of the Development Corporation Act and the Texas Constitution, Article III, Section 51-a, acting by and through its duly constituted board of directors, and TIMBERLINE Products, Inc. (sometimes hereafter referred to as “TIMBERLINE”), a corporation qualified to do business in Texas.

LCDC has as its primary purpose the creation of programs and the making of performance incentives, consisting of loans and grants of public money for development and diversification of the economy of the City of Liberty, Texas (sometimes hereinafter referred to as the “City”). Among its specific purposes are to undertake projects for developing facilities to promote new business development and commercial and business-related improvements.

TIMBERLINE represents that it contemplates opening a glycerin refining plant and antifreeze production and bottling business (sometimes hereinafter referred to as the “Project”), that will be of significant economic consequence to the City, with the expectation of its being an event of causative effect with regard to other expansion and new establishments and a generator of additional job opportunities within the City.

TIMBERLINE estimates that it will invest a minimum of \$1,000,000 in new furniture, fixtures, equipment, utility upgrades, and facility improvements.

TIMBERLINE plans to hire no less than thirteen (13) employees to work at Liberty facility within the first year of operation.

However, TIMBERLINE, in order to be able to continue to undertake the development of the Project and finance the costs thereof, must have a contribution from some outside source for the specific purpose of helping to finance utility upgrades and improvements to the facility located at 3020 Beaumont Ave., Liberty, Texas 77575 (sometimes hereinafter referred to as the “Property”) for an amount not to exceed \$30,000. LCDC, pursuant to its authority and in pursuit of its goals, is desirous of making an incentive in the form of a monetary grant for these purposes, the result of which will be the creation of a facility that will promote new business development and job opportunities.

Therefore, subject to the conditions set forth hereinafter, the LCDC and TIMBERLINE agree as follows:

TIMBERLINE has indicated that it has acquired a lease to the real estate in which the business will operate. It shall present its signed lease agreement to LCDC as demonstration thereof no later than October 31, 2022.

LCDC shall have the option to declare this Performance Incentive Agreement for Business and Commercial Development terminated in the event the above conditions required for the performance incentive have not been met. Conditioned on the successful performance of the above-described requirement, and subject to the same rights and responsibilities as set forth hereinafter, LCDC and TIMBERLINE make the following agreements.

Upon completion of the improvements, and upon presentation by TIMBERLINE to LCDC of its Certificate of Occupancy, which presentation must be on or before January 1, 2024, LCDC will grant to TIMBERLINE as an incentive the following sums, not to exceed a total of \$30,000:

Item**Rebate**

Upgrades to utility infrastructure at the facility including water, electric, and natural gas utilities

LCDC will rebate to TIMBERLINE an amount equal to 75% of TIMBERLINE's actual costs spent on the utility infrastructure upgrades to an amount not to exceed \$30,000

Prior to reimbursement TIMBERLINE must present the LCDC with invoices and proof of payment of said invoices for the utility infrastructure upgrades.

TIMBERLINE understands that creation of and maintaining of jobs is central to the goals of the development of the LCDC. Therefore, after facility construction and the starting of operations, but no later than June 1, 2024, TIMBERLINE shall create and fill, as verified to the sole satisfaction of the LCDC, no less than thirteen (13) jobs (inclusive of full-time and part-time employees). TIMBERLINE shall maintain said employment level for at least two (2) years following the opening of the business.

The LCDC will verify the adherence by TIMBERLINE to the above requirements. The verification process will be commenced at any time during the aforesaid two (2) year period (or extension thereof) within fourteen (14) days of written notice by LCDC to TIMBERLINE and will conclude at a time solely within the discretion of LCDC. As a further condition of receiving the incentive grant funds, TIMBERLINE will cooperate with LCDC in the verification process and will comply with all requests for information by LCDC in its verification process. The failure or inability of TIMBERLINE to prove to the sole satisfaction of LCDC at any time during the aforesaid two (2) year period that it has met its employment requirement, the following provisions shall apply.

As a condition of this grant, TIMBERLINE agrees to open an antifreeze production and bottling business on the Property in Liberty, Texas within the time period specified herein. TIMBERLINE's investment in the Facility shall be no less than \$1,000,000. All construction

documents must be approved by the City of Liberty. TIMBERLINE must construct the facility in accordance with all local, state, and federal laws. Furthermore, TIMBERLINE must abide by all local, state, and federal laws regulating to glycerin refining and antifreeze production and bottling.

However, the funding of the grant shall be further conditioned on the occurrences of the following matters.

1. This Performance Incentive Grant Agreement shall be fully executed on or before October 31, 2022.
2. The City Council of the City of Liberty shall have timely approved the project, including the grant.
3. LCDC shall have successfully completed all procedural legal requirements to be authorized to make the grant, at least one of which being not in the control of LCDC, i.e.: the possibility of an election in which an objection to the grant is approved by the public; however, the LCDC does not guarantee and shall not be liable for damages in the event the legal procedural requirements are not successfully completed for whatever reason.
4. Subject to the above conditions, funding shall in no event be prior to the conclusion of the sixty-day waiting period as provided by law.
5. In order to receive said Grant funds TIMBERLINE must provide receipts and proof of payment for the utility infrastructure upgrades.
6. All City of Liberty services and taxes must be paid in full, must be current, and TIMBERLINE must be in good standing with the City of Liberty prior to the receipt of the grant proceeds and continuing through the life of this agreement.
7. The funds must be used directly on the development of the TIMBERLINE establishment.

8. TIMBERLINE further agrees that after receipt of the incentive funds any one of the following events shall be a breach of this Agreement and shall obligate it to immediately repay all incentive funds to LCDC, together with interest at the rate of ten percent (10%) per annum from date of receipt. TIMBERLINE further authorizes LCDC to place a lien on the Property upon breach of this Agreement if TIMBERLINE fails to reimburse the city the full amount of said grant plus interest and fees within thirty (30) days of receiving written notice of said breach. The following events shall be considered a breach of this Agreement:

(A) Failure to expend project incentive funds for the development and improvement of the Liberty facility for the purpose of creating jobs or failure to use such grant funds for repayment of indebtedness, the original proceeds of which were used for the development and improvement of the Liberty facility.

(B) The incentive is found to be void or voidable for whatever reason, either by court decree or order or settlement of a claim related thereto which LCDC in its sole discretion or judgment, chooses to enter.

(C) TIMBERLINE's allowing any of its sales tax or ad valorem tax obligations related to the project to become delinquent, regardless of subsequent payments.

(D) TIMBERLINE's closure of its operation within five (5) years of date of first opening to the public.

(E) The sale or transfer of ownership of all or substantially all of the assets or ownership interest of TIMBERLINE to any other entity or person shall include provisions requiring the new person, group or entity to assume all obligations and requirements under this agreement within five (5) years of the start of services to the public.

- (F) Failure to maintain the employee levels set forth in this agreement.
- (G) Breach of any term of this Grant Agreement.

Other than attorney's fees, costs, and interest, no damages beyond the amount of the Incentive funds are contemplated to be owed by either party hereto to the other for a breach of this Agreement.

Any prospective obligation of LCDC shall be void and of no further force and effect in the event of TIMBERLINE's insolvency, assignment for benefit of creditors, bankruptcy, or any circumstance that would reasonably cause serious doubt about the continued viability of TIMBERLINE or its Liberty TIMBERLINE enterprise.

Time is of the essence in the Performance Incentive Agreement.

LCDC is a corporation created by a political subdivision of the State of Texas and as such is subject to laws unique to such entities. In the event at any time any such law prohibits LCDC from performing an act required in this agreement, the law shall prevail and LCDC shall not be in default as a result thereof.

This Agreement shall be construed and governed by the laws of the State of Texas, and shall be performable in Liberty County, Texas.

This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate and governing authority. No waiver of any provision of this Agreement shall arise from any action or inaction of LCDC, except an instrument in writing expressly waiving the provision executed by LCDC, the party entitled to the benefit of the provision.

This agreement, together with any documents and exhibits given or delivered pursuant to this agreement, constitutes the entire agreement between the parties to this agreement. No party

shall be bound by any communications between them on the subject matter of this agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this agreement, and (c) is agreed to by all parties to this agreement and as to LCDC, acting by and through its Board of Directors. On execution of this agreement, all prior agreements or understandings between parties concerning the matters contained herein shall be null and void.

This agreement may be executed in multiple counterparts.

Signed this _____ day of _____, 20_____.

TIMBERLINE PRODUCTS, INC.

LIBERTY COMMUNITY
DEVELOPMENT CORPORATION

By: _____

By: _____

Name: _____

Name: Tom Warner

Title: _____

Title: General Manager

Address: _____

Address: 1829 Sam Houston

Liberty, Texas 77575

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
202__, by _____, on behalf of
TIMBERLINE PRODUCTS, INC.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF LIBERTY

§

This instrument was acknowledged before me on this _____ day of _____,
202____, by Tom Warner, General Manager, of the LIBERTY COMMUNITY
DEVELOPMENT CORPORATION, on behalf of said entity.

Notary Public, State of Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

Agenda Wording: SECOND READING - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TIMBERLINE PRODUCTS, INC.

Department: Community Development

Subject: Economic Development Agreement

Background: On September 20, 2022, the Liberty Community Development Corporation (LCDC) Board of directors authorized the General Manager to negotiate and execute an agreement with Timberline Products. Timberline Products plans to operate a glycerin refining and antifreeze/coolant production and bottling facility at 3020 Beaumont. The business is being relocated from Coldspring to Liberty. The owner of the company has provided employee salaries and anticipated investment expenditures for the business.

Timberline Products plans to hire thirteen (13) employees within the first year of operation. These positions include the following:

- 1 – Office Manager (\$18 per hour)
- 1 – Receptionist (\$15 per hour)
- 2 – Sales Staff (\$10 per hour plus commission)
- 9 – Plant/Production (\$15 - \$22 per hour depending on skills and experience) – 2 of these employees will be relocated from Coldspring

Timberline also plans to invest approximately \$1,000,000 in new furniture, fixtures, equipment and utility upgrades. In return, LCDC will provide reimbursements for utility upgrades in an amount not to exceed \$30,000. The work must be completed and invoices provided before any reimbursement is made.

On August 16, 2022, the LCDC Board of Directors held a public hearing regarding the potential expenditure of funds for the Timberline Products economic development agreement.

Funding Source: LCDC Fund Balance

Staff Recommendation: Staff recommends City Council conduct the second reading ratifying the expenditure of funds.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 9/27/2022 6:00 PM

Department: Community Development
Category: Resolution

Resolution

SECOND READING - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TIMBERLINE PRODUCTS, INC.

WHEREAS, the City Council of the City of Liberty, Texas has carefully reviewed the economic development request from TIMBERLINE PRODUCTS, INC. (hereinafter referred to as the Grant Recipient); and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the attached Grant Agreement, by and between the Liberty Community Development Corporation (hereinafter referred to as the LCDC) and the Grant Recipient, shall control performance levels associated with this grant; and

WHEREAS, said Grant Agreement is hereby attached as Exhibit "A", incorporated into and made a permanent portion of this Resolution; and

WHEREAS, the LCDC Board of Directors has reviewed the subject grant request and has approved same; and

WHEREAS, the exact dollar amount of this grant award shall be an amount not to exceed THIRTY THOUSAND Dollars and No Cents (\$30,000.00) with said amount being funded by the LCDC; and

WHEREAS, the Grant Recipient plans to construct and operate a glycerin refining plant and antifreeze production and bottling business that will be of significant economic consequence to the City of Liberty.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Texas that:

- (1) This resolution has been read aloud two (2) times by the City of Liberty City Council.
- (2) The City of Liberty City Council hereby authorizes the LCDC to award an economic development grant in an amount not to exceed THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) to the Grant Recipient pursuant to the attached Grant Agreement.
- (3) The Grant Agreement, herein attached as Exhibit "A", shall control performance levels associated with the subject grant.
- (4) The Executive Director of the LCDC shall secure the timely and appropriate execution of the Grant Agreement and shall deliver a fully executed original document to the City of Liberty's Chief

Financial Officer.

(5) A sixty (60) day waiting period for payments against this grant is hereby established with said waiting period to commence upon the date of the LCDC's first public hearing.

PASSED AND APPROVED this 27th day of September, 2022.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 9/27/2022 6:00 PM

Department: Community Development
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RATIFYING THE EXPENDITURE OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS TO PAY THE DEBT ON THE FIRE TANKER TRUCK FINANCED BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION.

WHEREAS, in April of 2014, the Liberty Community Development Corporation ("LCDC") Board of Directors accepted a loan from the H-GAC Gulf Coast Economic Development District to purchase a tanker truck for the Fire Department; and

WHEREAS, the loan terms were for a 20-year loan at 4% simple interest; and

WHEREAS, the current outstanding balance of that loan is \$335,639.57; and

WHEREAS, staff recommends using proceeds from LCDC's fund balance to pay off the remainder of the loan; and

WHEREAS, paying off the loan would save LCDC future interest payments, free up \$35,000.00 per year in the budget to allocate to other priorities, and ensure that LCDC is not paying for a piece of equipment that is beyond its useful life; and

WHEREAS, LCDC has an estimated fund balance of \$2.57 million as of July 31, 2022; and

WHEREAS, after paying off the tanker truck loan, the estimated fund balance would be \$2.23 million; and

WHEREAS, this represents an approximate 13.2% decrease in the fund balance; and

WHEREAS, funds are allocated in LCDC's FY23 budget to pay for the debt; and

WHEREAS, the note would need to be paid in October prior to the next monthly payment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby ratifies the expenditure of Liberty Community Development Corporation funds to pay the debt on the fire tanker truck financed by the Liberty Community Development Corporation.

PASSED AND APPROVED this ____ day of _____, 2022.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 9/27/2022 6:00 PM

Department: Community Development
Category: Resolution

Resolution

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby ratifies the expenditure of Liberty Community Development Corporation funds to pay the debt on the fire tanker truck financed by the Liberty Community Development Corporation.

PASSED AND APPROVED this ____ day of _____, 2022.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

Agenda Wording: AN ORDINANCE AMENDING CHAPTER 4, BUSINESS REGULATIONS, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY AMENDING ARTICLE 4.11, DIVISION 3, SECTION 4.11.062, REGULATING GAME ROOMS IN THE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Department: Community Development

Subject: Game Rooms

Background: During the September 13th City Council Meeting, several citizens were in attendance and addressed the City Council regarding a potential game room to be located on Vera Lane. A game room is defined by State Statutes as "a building, facility, or other place that is operated for profit and that contains six or more operational amusement redemption machines". Also, by State Statutes, the County has jurisdiction over game rooms located in both the unincorporated and incorporated areas of the County. In conjunction with the County's jurisdiction, the City has jurisdiction over game rooms within the City of Liberty. Proposed changes in the City's ordinance include:

1. Must meet County Game Room Regulations
2. Must obtain County Game Room Permit
3. If there is a conflict between County and City Regulations, the most restrictive regulations apply.

A copy of the existing Liberty Game Room Ordinance and Application and the existing County Game Room Regulations are enclosed.

Funding Source: n/a

Staff Recommendation: Staff recommends approval of the ordinance amending the game room ordinance.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 9/27/2022 6:00 PM

Department: Community Development
Category: Ordinance

Ordinance

AN ORDINANCE AMENDING CHAPTER 4, BUSINESS REGULATIONS, OF THE CITY OF LIBERTY CODE OF ORDINANCES, BY AMENDING ARTICLE 4.11, DIVISION 3, SECTION 4.11.062, REGULATING GAME ROOMS IN THE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City previously adopted an ordinance regulating game rooms and amusement redemption machines in the City of Liberty; and

WHEREAS, section 4.11.062 of the City's Game Room Ordinance specifies the requirements for an applicant to obtain a game room permit; and

WHEREAS, the City wishes to amend section 4.11.062 of its Game Room Ordinance as it relates to game room permit requirements.

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

Section 1: That the City Council hereby adopts this ordinance amending section 4.11.062 of the City's Game Room Ordinance related to game room permit requirements, as set forth below:

CHAPTER 4

BUSINESS REGULATIONS

ARTICLE 4.11 GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES

Division 3. Game Rooms

Sec. 4.11.062 Permit

(a) Permit required. It is a misdemeanor offense to operate a game room within the city without a currently valid game room permit. Every person desiring to operate any game room shall make application to the city manager, or his designee, on a form provided for that purpose, for a game room permit.

(1) Game room permits shall be issued only to business entities which have been registered and are currently active with the Texas Secretary of State and to whom the Texas Comptroller of Public Accounts has issued a currently valid state tax identification number.

(2) Game room permits shall not be issued to a permittee unless the application is signed by an applicant:

(A) Who is named in public filings with the Texas Secretary of State as either an officer or a managing member of the Permittee;

(B) Who signs the following acknowledgement on the face of the application:

(i) I am applying for a permit on behalf of the permittee and I have actual knowledge of the operation of a game room under this permit; I acknowledge that any person operating a game room under this permit will do so under my direction and control, and I further acknowledge that I may be held criminally liable for illegal activity associated with the game room under this permit, including gambling, gambling promotion, or keeping a gambling place under chapter 47 of the Penal Code; operating an unauthorized game room under chapter 4 of the city code; and other applicable penal statutes.

(3) Game room permits shall not be issued to a permittee unless the application is signed by a natural person:

(A) Who is:

(i) The property owner or,

(ii) If the property owner is a business organization, a natural person who attaches to the application documentary evidence demonstrating that they are authorized to sign the application on behalf of the property owner; and

(B) Who signs the following acknowledgement on the face of the application:

(i) I own the property described in this application, and I have actual knowledge of the proposed or current operation of a game room on my property. I acknowledge that I may personally be held criminally liable for illegal activity associated with the game room on my property, including keeping a gambling place under chapter 47 of the Penal Code, operating an unauthorized game room under chapter 4 of the City's Code of Ordinances, and other applicable penal statutes.

(b) Contents of permit application. The application for a game room permit to be issued pursuant to this division shall be sworn and shall contain information required by the city manager, or his designee, on a form provided for that purpose, including:

(1) The full and correct business name of the permittee, as currently filed with the Texas Secretary of State's office;

(2) The trade name of the Permittee, if different from the business name on file with the Texas Secretary of State's office;

(3) The state tax ID number of the Permittee, as issued by the Texas Comptroller of Public Accounts;

(4) All addresses and telephone numbers of the permittee;

(5) The names and dates of birth of each and every officer, managing member, or person who owns twenty percent (20%) or greater interest in the permittee.

(6) A list of all prior criminal convictions of each and every officer, managing member, or person who owns twenty percent (20%) or greater interest in the permittee, for all felony offenses, and for misdemeanors involving drug offenses, fraud, theft, gambling, or weapons offenses, or offenses against public administration;

(7) The address of the premises where the permittee will operate the game room, and the full and correct name of the property owner of such premises as recorded in the deed records of the county;

(8) A scaled parking plan drawn on sheets no smaller than 11- by 17-inches, to a minimum scale of one inch to fifty (50) feet, except where variations are approved by the city manager, or his designee. The site plan shall consist of, at minimum, the following submittals:

(A) The name, location, owner, and designer of the proposed development, including the owner's home or business address and telephone number;

(B) Date, north arrow, and scale;

(C) The locations and dimensions of all property lines, rights-of-way, and

easements; and the existing and proposed topographic characteristics of the site;

(D) The locations and dimensions of all existing and proposed driveways, parking facilities, maneuvering areas, loading areas, commercial garbage dumpster pads and related screening, sidewalks, curbs, gutters, buildings, structures, screening fences, and other walls and fences, and exterior lighting;

(E) Information and calculations necessary to verify compliance with the off-street parking and loading regulations, including land use, gross floor area, gross leasable area, number of dwelling units, seating capacity, projected number of employees and/or any other appropriate data; and

(F) All information required to comply with the stormwater drainage master plan, design manual and maps, and the location of any property rights to be dedicated to the city pursuant to said documents.

(9) A scaled floor plan of each public space of the game room in which amusement redemption machines may be located during the term of the permit, including the following;

(A) The maximum number of amusement redemption machines in each space;

(B) The total square footage of the building, and each space within the building;

(C) Dimensions of each redemption machine;

(D) Location and measurements of entrances and exits;

(E) Measured foot traffic pathways/aisles;

(F) Location and measurements of office, bathrooms;

(G) Number of fixtures, such as HVAC units, sinks, toilets, windows, and walls; and

(H) Location and area of any redemption area, snack bar, and/or customer

service area.

(10) If the premises where the permittee will operate the game room is located within a multiple tenant structure where tenants share collective parking, a list of all tenants in the structure, the use of each leased space in the structure, and the square footage of the structure used by each tenant in the structure; and

(11) Each application shall be accompanied by the following:

(A) The fee required by this chapter or separate ordinance; and

(B) A copy of a receipt from the Texas Comptroller of Public Accounts showing the total number of Amusement Machines for which the state occupations tax has been paid and for which registration decals have been issued by the Texas Comptroller of Public Accounts for the time period of the relevant permit application.

(C) A copy of Applicant's complete application submitted to the Liberty County Game Room Permit Administrator in accordance with Liberty County's Game Room Regulations.

(D) A copy of the Liberty County Game Room Permit issued to Applicant in accordance with Liberty County's Game Room Regulations.

(c) Background check.

(1) The chief of police, or a duly authorized representative, shall investigate the publicly filed business records of the permittee and the background of all applicants and each officer, managing member, or owner of twenty percent (20%) or greater interest in the permittee. The investigation may be completed by the city police department or by a third-party vendor approved in advance by the chief of police. Any fees associated with the investigation shall be paid by the applicant. The investigation shall include fingerprinting the individual and a check of the individual's local, state, and national criminal records in accordance with Texas Government Code, sections 411.087 and 411.122. The investigation shall include making a permanent record of the identity of all individuals described in this subsection.

(2) The city shall deny issuance of a permit if the application or investigation shows any of the following:

(A) The applicant or an officer, managing member, or owner of 20% or greater interest in the Permittee has been convicted, within the five (5) years preceding the date of the application, of any crime required to be listed on the permit application and not disclosed thereupon, or of a felony, or for gambling, gambling promotion, keeping a gambling house, fraud, theft, an offense against public administration, or another crime that directly relates to the duties and responsibilities of a permittee pursuant to this division;

(B) The permit application includes a false statement by the applicant;

(C) The city has revoked the applicant's permit of the type requested within the past one (1) year.;

(D) The permit application does not meet all the requirements of this article.

(d) Issuance of game room permit to qualified applicant. Once an applicant is approved for a game room permit, a printed permit form shall be issued to the permittee. The permit form will be signed by the city manager, or his designee.

(1) The cumulative number of amusement redemption machines allowed to operate or be displayed on the premises of a permittee shall not exceed the number of off-street parking spaces available to the permittee on the premises of the permitted game room.

(2) The cumulative number of amusement redemption machines allowed to operate or be displayed on the premises of a permittee shall be stated clearly on the face of each game room permit in both letters and numerals, such as “eighteen (18).”

(3) A person commits an offense if the person cumulatively operates or displays more amusement redemption machines on any premises than allowed under the valid game room permit for that premises.

(4) For the purpose of this section, any amusement redemption machine that allows more than one person to play simultaneously shall be counted as multiple machines, based on the maximum number of simultaneous players. For example, a machine that is designed to be simultaneously played by up to four players shall be counted as four amusement redemption machines.

(e) Administrative suspension or revocation of game room permit.

(1) Suspension. Upon receipt of information tending to show that illegal activities are occurring or have occurred on the premises of a permittee, the chief of police may provisionally suspend a game room permit.

(A) The chief of police or designee shall notify the permittee, the applicant, and the property owner of the provisional suspension by first class mail sent to the addresses listed in the game room permit application. Such notification shall include the date on which the provisional suspension is to begin, a description of the illegal activity alleged to have occurred on the premises, and the date, time, and location of the hearing described below.

(B) The provisional suspension shall not begin before the third calendar day after the notice is placed in the mail.

(C) It is a misdemeanor offense for a Permittee to operate a game room, or for an applicant or property owner to allow the operation of a game room during the provisional suspension of a game room permit.

(D) The chief of police, or his designee, shall hold a hearing not earlier than ten (10) days after the notice is placed in the mail, and not later than twenty (20) days after the notice is placed in the mail, at which hearing the permittee, the applicant, and the property owner may present any relevant information tending to refute the allegations described in the notice. The hearing described in this subsection is not intended to be a full evidentiary hearing, but rather an opportunity for the permittee, the applicant, and the property owner to be heard.

(E) Within five (5) business days after the hearing, if a preponderance of the evidence shows that the illegal activity occurred or is occurring on the premises of the permittee, the chief of police shall suspend the game room permit and notify the permittee, the applicant, and the property owner of the suspension. Such suspension is effective immediately and remains in effect until the expiration of the permit so suspended. A permittee, applicant, or property owner may not submit a new game room permit application during the term of the suspension. If a preponderance of the evidence shows that the illegal activity did not occur and is not occurring, the chief of police shall reinstate the game room permit and notify the permittee, the applicant, and the property owner of the reinstatement.

(F) The applicant, permittee, or property owner can appeal the police chief's decision to the city manager. The appeal must be filed, in writing to the city secretary, within five (5) days after receiving the police chief's decision. The city manager shall then hold an appeal hearing within twenty (20) days of said

request for an appeal. The city manager's determination is final.

(2) Revocation. The chief of police may revoke a game room permit if the applicant or an officer, managing member, or owner of twenty percent (20%) or greater interest in the permittee is convicted of any felony, or of any offense involving gambling, fraud, theft, an offense against public administration, or another crime that directly relates to the duties and responsibilities of a permittee pursuant to this division. A game room permit can also be revoked for any violation of this article. The chief of police shall notify the permittee, the applicant, and the property owner of the revocation by first class mail sent to the addresses listed in the game room permit application. Such notification shall include the date on which the revocation is to begin, which shall be no earlier than the third calendar day after the date the notice is placed in the mail.

(f) Expiration date for permits. Any game room permit shall expire on December 31st of each year and the permittee will be required to obtain a new permit to be effective January 1st of each year. The applicant shall pay a permit fee as prescribed by separate ordinance, enacted from time to time, copies of which are on file in the city secretary's office. Each new permit shall be subject to the rules, regulations, ordinances, and codes applicable during that permit year and as such rules, regulations, ordinances and codes may be amended from time to time; no game room permit shall create any vesting of rights in the privileges established during prior permit years.

(g) Compliance with Liberty County Game Room Regulations.

(1) No game room permit shall be issued to an Applicant unless the Applicant complies with all Liberty County Game Room Regulations, including, but not limited to, permit requirements, distance regulations and location restrictions.

(2) In the event of a conflict between this article and Liberty County's Game Room Regulations, the more restrictive regulations or requirements shall control.

Section 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

Section 5. That this Ordinance shall be in full force and effect from and after the date of its

passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this _____ day of _____, 2022.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

LIBERTY COUNTY GAME ROOM REGULATIONS

Adopted by Commissioners Court: September, 24 2019

Amended:

SECTION 1. GENERALLY.

WHEREAS, the Legislature of the State of Texas has amended Chapter 234 of the Local Government Code, authorizing certain counties, including Liberty County, Texas to regulate Game Rooms, and

WHEREAS, Liberty County, Texas desires to reduce the adverse secondary effects of illicit Game Rooms, which were presented in hearings and reports made available to Liberty County Commissioners Court.

THEREFORE, LIBERTY COUNTY COMMISSIONERS COURT FINDS:

1. Illicit Game Rooms, as a category of commercial uses, are associated with a wide variety of adverse secondary effects, including but not limited to, personal and property crimes, gambling offenses, weapon offenses, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, and litter.
2. Game Rooms should be separated from sensitive land uses to minimize the impact of their adverse secondary effects upon such uses, and should be separated from other Game Rooms, to minimize the adverse secondary effects associated with such uses and to prevent an unnecessary concentration of Game Rooms in one area.
3. Game Rooms should have restricted hours of operation due to the increase of personal crimes such as assaults, robberies, and homicides between the hours of 10 p.m. and 8 a.m.
4. Each of the foregoing adverse secondary effects constitutes a harm, which Liberty County, Texas has a substantial government interest in preventing and abating. The substantial government interest in preventing adverse secondary effects, which is Liberty County, Texas' rationale for the Regulations, exists independent of any comparative analysis between legal Game Rooms and illicit Game Rooms. Liberty County, Texas' interests in regulating Game Rooms extends to preventing future adverse secondary effects of either current or future Game Rooms that may locate in Liberty County, Texas.

1.1. Authority to Regulate.

- (a) The Regulations are promulgated pursuant to, and in conformity with, Chapter 234 of the Local Government Code, as amended, titled County Regulation of Businesses and Occupations. The commissioners' court of a county may regulate the operation of Game Rooms to promote the public health, safety, and welfare, according to Section 234.133 of the Local Government Code.

- (b) It is the purpose of the Liberty County Commissioners Court to exercise its police power, as established under Chapter 234 of the Local Government Code, to establish reasonable and uniform regulation of Game Rooms to promote the public health, safety, and welfare and to prohibit business activities which merely serve as a front for criminal activities, including, but not limited to, gambling and tax evasion.
- (c) The Regulations do not legalize anything prohibited under the Texas Penal Code or any other law(s) or regulation(s).

1.2. Administration.

- (a) The Liberty County Commissioners Court hereby designates any law enforcement agency to investigate for violations of the Regulations. Any Peace Officer that is certified by the State of Texas may enforce the Regulations.
- (b) Under Section 234.138 of the Local Government Code, as amended, a Person commits an offense if the Person intentionally or knowingly Operates a Game Room in violation of a regulation adopted under Section 234.133. An offense under this Section is a Class A misdemeanor.
- (c) In accordance with Section 234.133 of the Local Government Code, the State of Texas has granted Liberty County Commissioners Court authority to promote public health, safety, and welfare.
- (d) Except as provided in Subsection 1.2(e) of the Regulations, the Liberty County Commissioners Court designates the Liberty County Sheriff as Game Room Permit Administrator for Liberty County, Texas. The Liberty County Sheriff shall supervise, control, and operate the Permit Office. The Liberty County Sheriff shall investigate, deny, issue, attach conditions to, administratively suspend, and/or revoke Game Room Permits pursuant to the Regulations and any applicable state law(s).
- (e) Liberty County Commissioners Court allows incorporated cities or towns in Liberty County, Texas that have executed interlocal agreements with Liberty County, Texas to designate their own Game Room Permit Administrator. The Game Room Permit Administrator shall supervise, control, and operate the Permit Office. The Game Room Permit Administrator shall investigate, deny, issue, attach conditions to, administratively suspend, or revoke Game Room Permits pursuant to the Regulations and any applicable state law(s).

1.3. Areas Covered by the Regulations.

- (a) Pursuant to Section 234.132 of the Local Government Code, the Regulations apply to all areas of Liberty County, Texas. This includes the incorporated and unincorporated areas of Liberty County, Texas.

1.4. Definitions.

As used in the Regulations:

- (a) *"Game Room"* means a for-profit business located in a building or place that contains six (6) or more:
 - (1) Amusement Redemption Machines, or
 - (2) electronic, electromechanical, or mechanical contrivances that, for consideration, afford a player the opportunity to obtain a prize or thing of value, the award of which is determined solely or partially by chance, regardless of whether the contrivance is designed, made, or adopted solely for bona fide amusement purposes.
- (b) *"Amusement Redemption Machine"* means any electronic, electromechanical, or mechanical contrivance designed, made, and adopted for bona fide amusement purposes that rewards the player exclusively with non-cash merchandise, prizes, toys, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once, or \$5, whichever amount is less.
- (c) *"Owner"* means a Person who:
 - (1) has an ownership interest in, or receives the profits from, a Game Room or an Amusement Redemption Machine located in a Game Room,
 - (2) is a partner, director, or officer of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room,
 - (3) is a shareholder that holds more than ten (10) percent of the outstanding shares of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room,
 - (4) has been issued by the county clerk an assumed name certificate for a business that owns a Game Room or an Amusement Redemption Machine located in a Game Room,
 - (5) signs a lease for a Game Room,
 - (6) opens an account for utilities for a Game Room,
 - (7) receives a certificate of occupancy or certificate of compliance for a Game Room,

- (8) pays for advertising for a Game Room, or
- (9) signs an alarm permit for a Game Room.
- (d) "*Interlocal Agreement*" means a cooperative agreement between Liberty County, Texas and an incorporate municipality.
- (e) To "*Operate a Game Room*" means to:
 - (1) be an Owner or an Operator of a Game Room,
 - (2) be an employee or independent contractor of a Game Room,
 - (3) be a security guard of a Game Room,
 - (4) engage in the business of operating a Game Room,
 - (5) cause the operation of a Game Room,
 - (6) be part of the operation of a Game Room,
 - (7) fund the operation of a Game Room,
 - (8) have a financial interest in a Game Room,
 - (9) receive any profit from a Game Room,
 - (10) supply machines described in Subsection 1.4(a) (1)-(2) to a Game Room,
 - (11) own machines described in Subsection 1.4(a) (1)-(2) to a Game Room,
 - (12) receive any payment from a machine described in Subsection 1.4(a) (1)-(2) located in a Game Room,
 - (13) receive any profit from a machine described in Subsection 1.4(a) (1)-(2) located in a Game Room, or
 - (14) have machines described in Subsection 1.4(a) (1)-(2) registered in your name with the City of Houston and/or the Texas Comptroller located in a Game Room.
- (f) "*Operator*" means an individual who:
 - (1) operates a cash register, cash drawer, or other depository on the premises of a Game Room or of a business where money earned or the records of credit card transactions or other credit transactions generated in any manner by the operation of a Game Room or activities conducted in a Game Room are kept,

- (2) displays, delivers, or provides to a customer of a Game Room; merchandise, goods, entertainment, or other services offered on the premises of a Game Room,
 - (3) takes orders from a customer of a Game Room for merchandise, goods, entertainment, or other services offered on the premises of a Game Room,
 - (4) acts as a door attendant to regulate entry of customers or other persons into a Game Room, or
 - (5) supervises or manages other persons at a Game Room in the performance of an activity listed in this Subsection.
- (g) "*Applicant*" means an individual, proprietorship, corporation, association, and/or other legal entity required to obtain a Game Room Permit and/or an individual, proprietorship, corporation, association, and/or other legal entity who has applied for a Game Room Permit.
 - (h) "*Sheriff*" means the Sheriff of Liberty County, Texas or the Sheriff's designated agent.
 - (i) "*Game Room Permit Administrator*" means the Sheriff of Liberty County, Texas, the Sheriff's designated agent, or the designated official for a cooperating municipality.
 - (j) "*Current Annual Fire Inspection Report*" means a fire inspection report issued by the Liberty County Fire Marshal or a similar inspection by the department having competent jurisdiction within the incorporated area of the county within ninety (90) days immediately preceding the date of any application for operation of a Game Room or renewal of a Game Room Permit.
 - (k) "*Peace Officer*" means an individual described in Article 2.12 of the Texas Code of Criminal Procedure.
 - (l) "*Person*" means an Owner, Operator, individual, employee, independent contractor, agent, proprietorship, corporation, association, or other legal entity.
 - (m) "*Public Building*" means a building used by Federal, State, or local government that is open to the general public.
 - (n) "*Regulations*" and/or "*the Regulations*" means these Regulations of Liberty County, Texas for the operation of Game Rooms.
 - (o) "*School*" means a facility, including all attached playgrounds, dormitories, stadiums, and other appurtenances that are part of the facility, used for the primary purpose of instruction or education, including primary and secondary schools, colleges, and universities, both public and private.

- (p) *"Gambling Device"* means a device described in Article 47.01(4) (A) of the Texas Penal Code.
- (q) *"Fire Safety Official"* means the Liberty County Fire Marshal or the department official having competent jurisdiction within the incorporated area of the county to conduct a fire and life safety inspection.
- (r) *"Notice"* is deemed effective on the date written notice to an Applicant, permit holder, or agent thereof is hand delivered or posted on the front exterior door of the Game Room, or upon receipt by certified mail.
- (s) *"County Employee"* means any individual authorized by Liberty County, Texas to inspect a Game Room for compliance with the Regulations.

SECTION 2. GAME ROOM PERMITS.

2.1. Application.

- (a) It shall be unlawful for a Person to Operate a Game Room, use a Game Room, or maintain a Game Room in Liberty County, Texas that has not been issued a Game Room Permit pursuant to the Regulations. A Person who violates this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (b) A complete application shall be filed with the Game Room Permit Administrator. The application shall be filed on the form provided by the Game Room Permit Administrator or on an accurate and legible copy of that form. A copy of the application can be obtained from the Liberty County Sheriff's Office website or from another source as determined by the Game Room Permit Administrator of a cooperating municipality.
 - (1) The Applicant shall apply in person. The Applicant shall be an Owner of the Game Room. The Game Room Permit Administrator shall establish the hours when an application can be submitted.
 - (2) The Game Room Permit Administrator shall provide the fee schedule on the Game Room Permit Office website with the application form. The fee shall not exceed the annual Game Room Permit fee limit of \$2,500 as established by Liberty County Commissioners Court. The application fee shall be attached to the application form.
 - (3) Incomplete applications shall not be accepted. Once a complete application has been submitted, the application process will begin.
 - (4) A receipt shall be hand delivered or sent by certified mail to the Applicant within fourteen (14) days of submission of a complete application and payment of the

application fee to the Game Room Permit Administrator. A receipt showing payment of the application fee is not a Game Room Permit.

- (5) Once a complete application has been received, the Game Room Permit Administrator will conduct up to three (3) inspections of the Applicant's proposed Game Room to ensure compliance with the Regulations. The Applicant must be present in person during these inspections. Furthermore, it shall be the responsibility of the Applicant to provide an interpreter if necessary during the inspection(s).
 - i. After the initial inspection, the Applicant will be informed in writing of what corrections must be made to the proposed Game Room in order to comply with the Regulations.
 - ii. A re-inspection will be performed and the Applicant will again be informed in writing of what corrections must be made to the proposed Game Room in order to comply with the Regulations.
 - iii. If after a third and final inspection, the Applicant's proposed Game Room fails to comply with the Regulations, the Game Room Permit Administrator shall deny the application.
 - iv. If the proposed Game Room passes inspection, the Game Room Permit Administrator shall approve the application.
 - (6) The Applicant has sixty (60) days from the initial inspection to complete the inspection process. Failure to complete the inspection process within these sixty (60) days shall result in denial of the application. It is the duty of the Applicant to ensure that the process is completed in the requisite sixty (60) days.
 - (7) Failure to provide any information required by this Section, or a determination by the Game Room Permit Administrator that inaccurate, erroneous, and/or incomplete information has been submitted, shall be grounds for denial of the application.
- (c) In municipalities which have elected to adopt the Regulations, and where Liberty County Commissioners Court has approved an Interlocal Agreement between the municipality and Liberty County, Texas, the municipality shall designate an entity to receive and process Game Room applications. The municipality shall adopt a common operating procedure with requirements and processes reasonably similar to those set out by the Regulations. The municipality shall provide the application along with a description of the application and inspection process on the municipality's website.
 - (d) Each application shall be accompanied by:

- (1) a Current Annual Fire Inspection Report from a Fire Safety Official showing compliance with all applicable Fire Safety Codes and showing all corrections have been made that were ordered by the Fire Safety Official,
- (2) a copy of the certificate of occupancy and/or certificate of compliance issued by the appropriate entity for the proposed Game Room,
- (3) a copy of the diagram and/or floorplan to include the designed occupancy load prepared by a licensed architect or engineer and approved by the entity with competent jurisdiction,
- (4) a true and correct copy of the assumed name certificate filed in the office of the Liberty County Clerk, bearing the file mark or stamp that evidences its filing, if the Game Room will be operating under an assumed name,
- (5) a copy of the formative legal documents for the applicable legal entity(s) (e.g., the Articles of Incorporation),
- (6) a non-refundable application fee of \$2,500 (the amount established by Liberty County Commissioners Court),
- (7) a photocopy of the Applicant's driver's license or government-issued photo identification,
- (8) proof as required by Subsection 3.13 that the proposed Game Room is exempt from the requirements set forth in Subsection 3.2 of the Regulations,
- (9) proof as required by Subsection 3.13 that the proposed Game Room is exempt from the requirements set forth in Subsection 3.4 of the Regulations,
- (10) proof as required by Subsection 3.13 that the proposed Game Room is exempt from the requirements set forth in Subsection 3.5 of the Regulations,
- (11) proof as required by Subsection 3.13 that the proposed Game Room is exempt from, or will be located in compliance with, the requirements set forth in Subsection 3.9 of the Regulations,
- (12) a copy of the current and valid lease agreement between the owner of the real property where the proposed Game Room is planning to operate from, and the Applicant, with the Applicant listed as an Owner of the Game Room, or proof that the Applicant owns the real property where the proposed Game Room is planning to operate from,
- (13) a complete and accurate list of all Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) acting for, or acting on behalf

of the Game Room along with a photocopy of the individual(s) driver's license or government-issued identification or incorporation papers as applicable,

- (14) a copy of the State of Texas coin-operated machine occupation tax record(s), the State of Texas coin-operated machine license or registration certificate(s), and the Liberty County, Texas coin-operated machine occupation tax record(s) for each machine exhibited or displayed, or permitted to be exhibited or displayed, in the Game Room in a spread sheet format. Records shall include information detailing each machine found on the premises of the Game Room by identifying the machine by:
 - i. the name of the manufacturer,
 - ii. the serial number,
 - iii. the type of machine,
 - iv. the State of Texas Tax stamp including the year of expiration of each tax stamp required,
 - v. the Liberty County Tax stamp including the year of expiration of each tax stamp required, and
 - vi. the name of the individual(s), proprietorship(s), corporation(s), association(s), and/or other legal entity(s) that own, receive profits from, and has registered the machine in their name with Liberty County, Texas and the Texas Comptroller along with a description of their ownership and financial interest in the machine.
 - (15) the Game Room Applicant's Federal Employer Identification Number (EIN),
 - (16) a certification that none of the Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room have been convicted of any level of any of the offenses listed in Subsection 2.2(b) (1) of the Regulations, and
 - (17) a certification that all of the contents of the application, and the material presented above, are true and correct under the penalty of Perjury as defined by Section 37.02 of the Texas Penal Code. Additionally, any misrepresentation by the Applicant on his/her application is a third degree felony offense as defined by Section 37.10 of the Texas Penal Code.
- (e) A Game Room application shall be rejected upon failure to produce all documents required in Subsection 2.1(d), except for the exemptions listed in Subsection 2.1(d) (8)-(11). Failure to provide proof required by Subsection 2.1(d) (8)-(11) will result in denial of the specific exemption described in that particular Subsection.

- (f) A GAME ROOM SHALL NOT OPERATE DURING THE PENDENCY OF THE APPLICATION AND SHALL NOT OPERATE UNTIL THE GAME ROOM APPLICATION HAS BEEN APPROVED AND THE GAME ROOM PERMIT ISSUED.
- (g) A Game Room Permit, in accordance with the Regulations, is not transferable, assignable, or divisible, and it is a violation of the Regulations for any Person to attempt to do so. If ownership of a Game Room changes, the Game Room shall be deemed unpermitted and the new Owner(s) must reapply and must do so before the Game Room may operate.
 - (1) A Person commits a Class A misdemeanor if they intentionally or knowingly transfer, assign, or divide a Game Room Permit issued pursuant to the Regulations or attempt to do so. Further, they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each Game Room Permit transferred, assigned, or divided or attempted to transfer, assign, or divide is a separate violation.
- (h) An Applicant who submits an application under the Regulations must swear and affirm the truth of the contents therein under the penalty of Perjury as defined by Section 37.02 of the Texas Penal Code. Additionally, any misrepresentation on the application is a third degree felony offense as defined by Section 37.10 of the Texas Penal Code.

2.2. Grounds for Denial, Revocation, or Suspension of a Game Room Permit.

- (a) Any violation of any Section or Subsection of the Regulations, or failure to meet all requirements of any Section or Subsection of the Regulations, where applicable, shall be grounds for denial, revocation, or suspension of a Game Room Permit. If a Game Room's Permit has been denied, revoked, or suspended, the Game Room shall not operate during the pendency of any appeal to the hearing examiner from the denial, revocation, or suspension of a Game Room Permit.
- (b) **Denial of a Game Room Permit.** A Game Room Permit shall be denied upon a finding by the Game Room Permit Administrator of any of the following facts:
 - (1) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, has previously violated, or been convicted of, any level of offense for the following crimes:
 - i. gambling, gambling promotion, keeping a gambling place, communicating gambling information, possession of gambling devices or equipment, or possession of gambling paraphernalia, as described by Chapter 47 of the Texas Penal Code,
 - ii. forgery, credit card abuse, or commercial bribery as described by Chapter 32 of the Texas Penal Code,
 - iii. any criminal offense described by Chapter 34 of the Texas Penal Code,

- iv. criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses; or any other offense to the laws of another state or of the United States that, if committed in this State, would have been punishable as one or more of the aforementioned offenses, and
 - A. less than two (2) years has elapsed since the date of the violation, or of the conviction, or of the date of release from confinement imposed by the conviction, whichever is the later date, if the violation or conviction was a misdemeanor offense, or
 - B. less than five (5) years has elapsed since the date of the violation, or conviction, or the date of release from confinement imposed by the conviction, whichever is the later date, if the violation or conviction was a felony offense.
- (2) an Applicant makes a misleading statement in the application for a Game Room Permit, provides false, fraudulent, or untruthful information in the application for a Game Room Permit, and/or withholds pertinent information in the application for a Game Room Permit,
- (3) an Applicant is under eighteen (18) years of age,
- (4) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, has had a Game Room Permit revoked within the one hundred and eighty (180) day period immediately preceding the date the application was filed,
- (5) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, is delinquent in the payment to the county of taxes, fees, fines, or penalties assessed or imposed regarding the operation of a Game Room,
- (6) an application or renewal fee required by the Regulations has not been paid,
- (7) an Applicant fails to complete the inspection process within the sixty (60) day period described in Subsection 2.1 of the Regulations,
- (8) an offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations was committed at the Game Room or another Game Room at the same location within one (1) year prior to the application, or
- (9) any violation of Section 2 or 3 of the Regulations.
- (c) If the Game Room Permit Administrator denies a Game Room Permit application, the Game Room Permit Administrator shall document the denial and provide Notice to the Applicant of the denial within twenty one (21) days from the date on which the denial was

documented by the Game Room Permit Administrator. The denial letter shall provide the reason(s) for the action.

- (d) **Revocation or Suspension of a Game Room Permit.** The Game Room Permit Administrator shall have the authority and power to initiate a proceeding to revoke, or administratively suspend, a Game Room Permit if one (1) or more of the following events or conditions has occurred:
- (1) any violation of any of the offenses described in Subsection 2.2(b) (1), or Subsection 3.12(b), of the Regulations has occurred on the premises of the Game Room,
 - (2) the Applicant made a misleading statement in the application for the Game Room Permit, provided false, fraudulent, or untruthful information in the application for a Game Room Permit, and/or withheld pertinent information in the application for a Game Room Permit,
 - (3) the Game Room Permit should not have been issued pursuant to the Regulations,
 - (4) an Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room has failed to make corrections ordered by a Fire Safety Official,
 - (5) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room has violated any of the offenses described in Subsection 2.2(b) (1), or Subsection 3.12(b), of the Regulation, and/or
 - (6) any violation(s) of Section 2 or 3 of the Regulations.
- (e) If any of the stated events or conditions providing a basis for revocation or suspension of a Game Room Permit under Subsection 2.2(d) has occurred, the Game Room Permit Administrator shall document the violation and provide Notice to the Applicant or permit holder of revocation or suspension within twenty one (21) days from the date on which the violation was documented by the Game Room Permit Administrator. The revocation or suspension letter shall provide the reason(s) for the action. A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall become final on the seventh (7th) day after Notice, except for situations outlined in Subsection 2.2(f) of the Regulations.
- (f) A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall take immediate effect upon Notice by the Game Room Permit Administrator if:
- (1) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game

Room violated any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations,

- (2) a violation of any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations has occurred on the premises of the Game Room,
- (3) there is a necessity for immediate action to protect the public from injury or imminent danger, or
- (4) a Game Room Permit was issued based on a misrepresentation in the application, and but for the misrepresentation, the Game Room Permit would not have been issued.

2.3. Game Room Permit Appeal Hearings.

- (a) If the Game Room Permit Administrator denies a Game Room Permit application, revokes a Game Room Permit, or administratively suspends a Game Room Permit, the Applicant or permit holder shall have the opportunity to make a written request for a hearing before a hearing examiner appointed by the Liberty County Commissioners Court. The hearing examiner shall not have participated in any investigation of the alleged grounds for denial, revocation, or suspension.
- (b) All requests for hearings must be in writing and delivered to the Game Room Permit Administrator within fourteen (14) days upon Notice to the Applicant or permit holder. The Applicant or permit holder waives the right to a Game Room Permit appeal hearing if the request is not timely received by the Game Room Permit Administrator.
- (c) The Game Room Permit appeal hearing shall be held within twenty one (21) days from the receipt of request for a Game Room Permit appeal hearing by the Game Room Permit Administrator. The Applicant, permit holder, and Game Room Permit Administrator shall be provided an opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel. The formal rules of evidence do not apply.
- (d) It shall be the responsibility of the Applicant or permit holder to provide a court reporter and an interpreter if necessary for the Game Room Permit appeal hearing before the hearing examiner.
- (e) The Applicant or permit holder shall be present in person at the Game Room Permit appeal hearing. If the Applicant or permit holder is not present in person at the Game Room Permit appeal hearing, his or her Game Room Permit shall be automatically denied or revoked.
- (f) The hearing examiner has the power to uphold or reverse the denial, revocation, or suspension of the Game Room Permit. The hearing examiner shall issue a written order based on his or her determination within twenty one (21) days from the date of the Game Room Permit appeal hearing.

- (g) If the hearing examiner determines, based upon the nature of the violations, that a suspension in lieu of revocation is appropriate, operation of the Game Room shall be suspended for a period not to exceed one hundred and eighty (180) days. The hearing examiner shall issue a written order suspending the Game Room Permit and attaching conditions, if applicable, and the suspension shall become effective on the date the hearing examiner issues his or her order.
- (h) Upon a finding by the hearing examiner that Subsection 2.2(d) (1), 2.2(d) (2), 2.2(d) (3), 2.2(d) (4), and/or 2.2(d) (5) of the Regulations has been violated, revocation of the Game Room Permit shall be mandatory.
- (i) The decision of the hearing examiner shall be final. On final decision by the hearing examiner, the losing party may appeal the decision by filing a petition in a district court in the county with jurisdiction within thirty (30) days after the date of the decision by the hearing examiner. Appeals to the district court shall be governed by the substantial evidence rule defined by Section 2001.174 of the Government Code.

2.4. Game Room Operation During the Pendency of an Appeal to District Court.

- (a) If the Applicant's or permit holder's appeal to the hearing examiner for revocation, or suspension is unsuccessful, the Game Room shall not operate during the pendency of an appeal to the district court.
- (b) If the Applicant's or permit holder's appeal to the hearing examiner for denial, revocation, or suspension is successful, the Game Room may resume operation and may operate during the pendency of an appeal to the district court.
- (c) No Game Room may operate pending an appeal for denial of a Game Room Permit to the district court.

2.5. Reapplication.

- (a) After the hearing examiner's final ruling of permit denial or revocation, an Applicant may reapply for a Game Room Permit after the expiration of one hundred and eighty (180) days from the date of his or her ruling.
- (b) This application will be considered a new application in regard to the application timelines and fee established in Subsection 2.1 and for the distance requirements set forth in Subsection 3.9.

2.6. Permit Renewal; Permit Fee—Levied; Amount; Payment.

- (a) A Game Room Permit may be renewed for the following year starting sixty (60) days before expiration of the current permit by filing a complete application for a Game Room Permit with the Game Room Permit Administrator and paying the applicable fee set forth in the Regulations. A renewal application shall be subject to the same requirements in the

Regulations as are required for a Game Room Permit application. As long as the completed renewal application was submitted within this sixty (60) day period, the previous permit will remain in effect until the Game Room Permit Administrator makes a determination in accordance with the Regulations as to whether the Game Room Permit will be renewed.

- (b) An Applicant shall pay a non-refundable Game Room Permit fee of \$2,500 as established by Liberty County Commissioners Court. The Game Room Permit fee shall be paid in person to the Game Room Permit Administrator upon application renewal. A receipt of payment and of renewal application submission shall be hand delivered or sent by certified mail to the Applicant within fourteen (14) days of the receipt of the non-refundable fee.

2.7. Contents of a Game Room Permit.

When the application process is complete and the proposed Game Room has met all the requirements set forth in the Regulation, the Game Room Permit Administrator shall give the Applicant a signed certificate. The certificate constitutes a Game Room Permit to operate the proposed Game Room for one (1) year from the date the Game Room Permit is issued. The Game Room Permit shall list the identity of the issuing Game Room Permit Administrator. The Game Room Permit shall list the date of issue and the date of expiration. The Game Room Permit shall list the name of the permit holder, name of the Game Room, and the physical address of the Game Room. If the permit holder is a corporation or legal entity, the Game Room Permit shall list the individual(s) asserting control over the legal entity. The Game Room Permit shall list any and all exemptions to the requirements of Section 3 of the Regulations for which the permit holder has qualified for. The Game Room Permit Administrator shall keep a signed copy of the Game Room Permit for the Administrator's records.

2.8. Penalty for Operating a Game Room without a Game Room Permit.

- (a) A Person who Operates a Game Room without first paying the fee and securing a Game Room Permit pursuant to the Regulations, or who Operates a Game Room after the Game Room Permit has been revoked or suspended, shall be assessed a civil penalty no to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (b) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (c) A violation of Section 2 of the Regulations is grounds for denial, revocation, or suspension of a Game Room Permit.

2.9. Effect.

Each Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of a Game Room must meet and comply with all requirements of all applicable law(s). The issuance of a Game Room Permit pursuant to the Regulations shall not excuse any Applicant, Owner(s), Operator(s), employee(s), independent

contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of a Game Room, or any patrons of such premises from compliance with such law(s) or regulation(s).

SECTION 3. GAME ROOMS.

3.1. Inspection by a Peace Officer.

- (a) **Inspection.** Peace Officers, Fire Safety Officials, and/or designated County Employees are authorized to inspect any business in Liberty County, Texas for violations of the Regulations. The Regulations do not authorize a right of entry prohibited by law. Peace Officers, Fire Safety Officials, and/or designated County Employees may enter a business with consent, with a warrant, or under exigent circumstances. A Game Room Permit issued pursuant to the Regulations gives Peace Officers, Fire Safety Officials, and/or designated County Employees implied consent to enter and to inspect any Game Room for violations of the Regulations.
- (b) **Unpermitted Game Rooms.** An unpermitted business that holds itself out as a Game Room by sign, advertisement, word-of-mouth, by offering memberships, and/or by offering for play or displaying five (5) or more machines described in Subsection 1.4(a) (1)-(2), is subject to inspection by any Peace Officer, Fire Safety Official, and/or designated County Employee and is a Game Room under the Regulations.
 - (1) Refusal to allow any Peace Officer, Fire Safety Official, and/or designated County Employee entry to inspect such unpermitted Game Room may be considered in establishing probable cause for the issuance of a search warrant to inspect for violations of the Regulations.
 - (2) An unpermitted Game Room is subject to the Regulations and will be held liable for all civil and criminal penalties listed herein.
- (c) **Compliance Inspection.** Any Peace Officer, Fire Safety Official, and/or designated County Employee may inspect a permitted Game Room located within their jurisdiction to determine whether the Game Room is in compliance with the Regulations.
- (d) **Consent to Entry.** A Person who does not allow a Peace Officer, Fire Safety Official, and/or designated County Employee to inspect a Game Room commits an offense. If a Person Operates a Game Room in violation of this Subsection, they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each Peace Officer, Fire Safety Official, and/or designated County Employee denied entry will be considered a separate violation.
- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.2. Game Room Sign Required.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall have each outside door marked with a sign that:
 - (1) reads "GAME ROOM" in four (4) inch or larger block lettering, and
 - (2) is legible and visible at all times from a distance of twenty five (25) feet from the outside door.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each outside door not marked is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) A Game Room that has been issued an exemption pursuant to Subsection 3.13 of the Regulations is exempt from the Game Room sign requirements.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.3. Fire and Life Safety.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide doors that are readily accessible without the use of a key, special knowledge, or effort during business hours or any other hours of operation.
- (c) A Game Room shall comply with all construction and fire codes, and shall pay any court-approved fee(s) associated with a fire and life safety inspection, plan review, occupancy load calculation, or complaint.
- (d) All construction and fire code regulations will be strictly enforced and Game Rooms shall provide any Fire Safety Official with immediate access to the premises at all times.
- (e) A Game Room shall not use electronic locks to prevent entry during business hours.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.4. Transparent and Uncovered Windows and Doors Required.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide at least one (1) window in the front of the building and at least one (1) other window on one (1) other side meeting the criteria set forth in Subsection (c), allowing a clear and unobstructed view of all machines described in Subsection 1.4(a) (1)-(2) located in the Game Room.
- (c) It shall be unlawful for a Person to exhibit or display, or to permit to be exhibited or displayed, any machine described in Subsection 1.4(a) (1)-(2) in a Game Room unless the required transparent walls or windows of the Game Room:
 - (1) are located on at least two (2) sides of the Game Room, and each machine described in Subsection 1.4(a) (1)-(2) located therein is visible through such walls or windows, and
 - (2) at the lowest point are not more than four (4) feet above the adjacent sidewalk or ground level, and
 - (3) at the highest point are at least eight (8) feet higher than the adjacent sidewalk or ground level, and
 - (4) are at least four (4) feet wide.
- (d) A Game Room shall provide transparent uncovered glass in each exterior Game Room window or door.
- (e) It shall be unlawful for a Person to cover or tint a Game Room window or door, or otherwise block a window or door so as to obscure the view of any machine described in Subsection 1.4(a) (1)-(2) located in a Game Room, or the interior of the location from a sidewalk through a Game Room window or door.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.

- (h) A Game Room that has been issued an exemption pursuant to Subsection 3.13 of the Regulations is exempt from the Game Room windows requirements.
- (i) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.5. Hours of Operation.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall operate only between the hours of 8 a.m. and 10 p.m.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each hour a day that a Game Room is operating during prohibited hours in violations of the Regulations is a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) A Game Room that has been issued an exemption pursuant to Subsection 3.13 of the Regulations is exempt from the Game Room hours of operation requirements.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.6. Display of a Game Room Permit.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall post or display the current original Game Room Permit in plain sight in a common area accessible to the public without having to enter into a controlled area of the business.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.7. Recordkeeping.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.

- (b) A Game Room shall maintain onsite, and produce to any Peace Officer, Fire Safety Official, and/or designated County Employee for inspection:
 - (1) a record for each employee that contains the name, address, date of birth, state identification number or social security number, job function, W-2 or W-4 form, a copy of application for work with the Game Room, a copy of the I-9 filed as part of Employment Eligibility Verification for the Department of Homeland Security, and a photograph of the employee,
 - (2) a daily register that contains the name, date of birth, state identification number or social security number, and job function of each employee and/or independent contractor present at the establishment that day. Every Owner, Operator, employee, independent contractor, agent, and/or any other individual acting for or acting on behalf of the Game Room is required to sign the daily register with the information required above immediately upon entering the Game Room, and
 - (3) a copy of the Liberty County and State of Texas tax record forms detailing each machine found on the premises of the Game Room by identifying the machine by name of manufacturer, serial number, type of machine, the serial number of the State of Texas Tax stamp to include the year of expiration of each tax stamp required, the Liberty County Tax Stamp to include the year of expiration of each tax stamp required, and the name of the individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) that owns, receive profits from, and has registered the machine in their name with the Texas Comptroller with a brief description of their ownership and financial interest in the machine in a spread sheet format.
- (c) A Game Room shall preserve the daily register required by Subsection (b)(2) for ninety (90) days after the date the register was made. The register must be maintained at the Game Room, it must be accessible by any Person on duty at the Game Room, and must be made available to any Peace Officer, Fire Safety Official, and/or designated County Employee upon request.
- (d) A Person who Operate a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each record required under this Subsection that is missing and/or is deficient is considered a separate violation. Each day the record is missing and/or is deficient is considered a separate violation.
- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.

3.8. Prohibited Employment.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.

- (b) It shall be unlawful for any Owner, Operator, employee, independent contractor, agent, and/or any other individual acting for, or acting on behalf of a Game Room to have been previously convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b) (1).
- (c) It is the responsibility of any Owner or Operator to conduct a criminal background check on every Owner, Operator, employee, independent contractor, and/or any other individual acting for, or acting on behalf of a Game Room.
- (d) Failure to comply with any of the requirements of this Subsection shall result in a violation and be punishable by a civil penalty assessed against any Owner or Operator not to exceed \$10,000 per violation. Every prohibited Owner, Operator, employee, independent contractor, and/or any other individual acting for, or acting on behalf of a Game Room that was convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b) (1) and/or not subjected to a criminal background check is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (e) An Owner or Operator commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.9. Distance Restrictions.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room in operation shall not be located:
 - (1) within 1,500 feet from any existing or planned school, regular place of religious worship, residential neighborhood, and/or day care facility. "Planned" means that steps have been taken toward the facility's or structure's development including but not limited to a permit received, a plat approved, design work started, a bond received, or an order approved by a governmental entity's governing body, or
 - (2) within a distance of 2,000 feet from where two (2) or more other Game Rooms are located.
- (c) For the purposes of this Subsection, measurements shall be made in a straight line from the nearest portion of the building or appurtenances used by the Game Room to the nearest portion of the building or appurtenances that are used for the purposes identified in Subsection (b) above.
- (d) Game Rooms are exempt from the distancing restrictions upon proof that the Applicant continuously owned and operated the Game Room at the same location and under the same

name prior to October 1, 2019. If the Game Room changes its name, its Owner, and/or adds another Owner after this date, or if the Game Room Permit was suspended or revoked, or if the Game Room Permit was denied renewal, or if the Game Room Permit is allowed to lapse, then the Game Room will be considered a new Game Room and not exempt from the distance requirements outlined in this Subsection. **All applications claiming a distance exemption under this Subsection must have been submitted on or before October 31, 2019.**

- (e) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (f) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (g) The following Game Rooms are exempt from the distancing requirements set forth in this Subsection:
 - (1) Game Rooms that meet the requirements of Subsection 3.13(c) below, and
 - (2) Game Rooms that meet the requirements of Subsection 3.9(d) above.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.10. Game Room Memberships.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) Game Room memberships are prohibited for any purpose.
- (c) A Game Room shall not restrict entry to a Game Room and/or prohibit the participation in any activity inside a Game Room by a patron through the requirement of a Game Room membership.
- (d) Game Rooms shall not issue membership cards to any individual for any purpose.
- (e) Game Rooms shall not have, make use of, employ, and/or require check-in procedures of any kind prior to entering or before exiting a Game Room.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each person denied entry is considered a separate violation. Each membership card issued is considered a separate violation. Each individual subjected to any check in procedure prior to entering or before exiting a Game Room is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.11. Machines Located in a Game Room.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall obtain an occupation tax permit from the Liberty County and the State of Texas Tax Assessor-Collector for each Machine described in Subsection 1.4(a) (1)-(2) located in the Game Room and affix the tax permit to the appropriate Machine described in Subsection 1.4(a) (1)-(2).
 - (1) The annual fee to be paid to the Liberty County Tax Assessor-Collector will be twenty five (25) percent of the State's annual fee per machine.
 - (2) All Machine tax permit applications are required to indicate the location on the application where the Machines described in Subsection 1.4(a) (1)-(2) are physically located.
 - (3) Whenever a machine described in Subsection 1.4(a) (1)-(2) is found not to be in compliance as to tax permits, it shall be locked by the Tax Assessor-Collector's Office or any Peace Officer and cannot be used until the Owner purchases a tax permit for the machine at a cost of \$100, regardless of which quarter of the year the unlock fee is paid, and then pays an "unlock fee" of \$5 per machine.
 - (4) A Game Room shall allow a Peace Officer, Fire Safety Official, and designated County Employee entry to the Game Room to inspect for violations of the Subsection.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each machine described in Subsection 1.4(a) (1)-(2) located in the Game Room that is not registered with a valid current year video tax stamp decal from Liberty County and the State of Texas prominently displayed on each machine will be considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.12. Illegal Machines.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for a Game Room to keep, exhibit, operate, display, or maintain any gambling device that is prohibited by the constitution of this state or Chapter 47 of the Texas Penal Code, GAMBLING.
- (c) Additionally, a civil penalty not to exceed \$10,000 shall be placed on a Person who Operates a Game Room for any machine described in Subsection 1.4(a) (1)-(2) located in the Game Room that is being used and/or has been used for illegal gambling.
- (d) If a law enforcement agency determines through an investigation(s) that a Game Room was in operation violating Chapter 47 of the Texas Penal Code, then every machine described in Subsection 1.4(a) (1)-(2) located in the Game Room shall be considered in violation of this Subsection. A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation
- (e) Any violation of this Subsection is grounds for mandatory denial and/or mandatory revocation of a Game Room permit.
- (d) An individual's compliance with the Regulations, including Operating a Game Room under a permit issued pursuant to the Regulations, is not a defense to prosecution for an offense under Chapter 47 of the Texas Penal Code.

3.13. Requirements to Qualify for Food and Beverage Sales or Charitable Bingo Exemptions.

A Game Room permit holder may apply for multiple exemptions.

- (a) Any exemption granted must be clearly stated on the Game Room permit.
- (b) Charitable Bingo Exemption. An Applicant is qualified for a charitable bingo exemption if the Applicant can show a valid and current Texas Lottery Commission Charitable Bingo License as described in Chapter 2001 of the Texas Occupations Code Chapter. An original certificate or copy of this license presented with the complete Game Room permit application at the time of application or permit renewal is sufficient to make this showing.
- (c) Food and Beverage Sales Exemption. An Applicant is qualified for a Food and Beverage Sales exemption if the Applicant meets all requirements of Subsections (1)-(7) below:
 - (1) The following words and terms, when used in this Subsection, shall have the following meaning unless the context clearly indicates otherwise:

- i. Food or Beverage Service - cooking or assembling food on premises, primarily for on premises consumption. Commercially pre-packaged items which require no heating, cooking, or assembly and which may be purchased off-premises do not constitute food or beverage service under this section;
 - ii. Entrée - main dish of a meal;
 - iii. Multiple Entrées - no fewer than eight different entrees per meal period must be available to customers; and
 - iv. Food Service Facilities - a portion of the licensed premises where food is stored and prepared primarily for on premises consumption.
- (2) An Applicant is qualified for a Food and Beverage Sales exemption if the following conditions are satisfied:
- i. with respect to the operation of a Game Room, the Applicant's primary business on the premises is Food or Beverage Service;
 - ii. multiple entrees are available to customers;
 - iii. Food Service Facilities are maintained on the premises;
 - iv. the hours of operation for sale and Food or Beverage Service are the same as the hours of operation of the Game Room; and
 - v. at least 51 percent of the Game Room's total net income is derived from the sale of food or beverages.
- (3) An Applicant for a Food and Beverage Sale Exemption shall submit a sworn statement attesting that Food or Beverage Service is maintained on the premises and is the primary business on the premises. The Applicant shall furnish the following:
- i. the menu or, if no menu is available, a listing of the food and beverage items;
 - ii. hours of operation of Food or Beverage Service;
 - iii. sales data or, if not available, projection of sales. The projection or data should include sufficient breakdown of revenues of food, alcoholic beverages, and Game Room operation proceeds;
 - iv. listing of equipment used in preparation and Food or Beverage Service versus the equipment used in operation of a Game Room;

- v. copies of floorplans of the licensed premises indicating areas devoted primarily to the preparation and Food and Beverage Service and those devoted primarily to operation of a Game Room;
 - vi. if alcoholic beverages are served, the TABC license or permit as applicable with the TABC food and beverage certificate as applicable; and
 - vii. the Food Service permit from the appropriate entity.
- (4) Applicants for renewal of Food and Beverage Sales Exemptions shall resubmit the information required in Subsection 3.13(c) (3) (a)-(g) above.
 - (5) Failure to meet all requirements of this Subsection or accurately maintain required records is grounds for denial or revocation of a Food and Beverage Sales Exemption.
 - (6) In verifying that the exemption holder is maintaining Food or Beverage Service as the primary business on the premises, the Game Room Permit Administrator may examine all books, papers, records, documents, supplies, and equipment of the exemption holder.
 - (7) Recordkeeping requirements for holders of food and beverage sales exemptions include:
 - i. each holder of a food and beverage sales exemption shall maintain records to reflect separate totals for beverage sales, food sales, and other major sales categories at the location, including proceeds from machines described in Subsection 1.4(a) (1)-(2) located in the Game Room. Purchase invoices must be maintained to reflect the total purchases of beverages, food, and other major purchase categories;
 - ii. complimentary food and beverages, including alcoholic beverages, shall not be calculated in determining whether the premises meets the 51 percent or more food or beverage sales threshold;
 - iii. all records are required to be maintained for four years and made available to authorized representatives of the Game Room Permit Administrator upon reasonable request; and
 - iv. in examining the food or beverage sales, the Game Room Permit Administrator may compute and determine the percentage of food and beverage sales upon the basis of information filed with the Game Room Permit Administrator or held by the permit holder, but if such information is insufficient, the computation and determination of the percentage of sales may be based upon any records or information which is available.

3.14. Owners of an Illegal Game Room.

It is not a defense to prosecution under this Section if an individual does not have the DBAs in his/her name and/or does not lease the property in his/her name.

3.15. Injunction; Civil Penalty; Fees.

- (a) **Injunction.** Pursuant to Section 234.137 of the Local Government Code, Liberty County, Texas is authorized to sue in district court for an injunction to prohibit the violation or threatened violation of the Regulations.
 - (1) **Parties Subject to Injunction.** Liberty County, Texas may sue in district court for an injunction to prohibit the violation or threatened violation of the Regulations against any person or entity who maintains, owns, uses, is a party to the use, or who owns the real property where the violation or threatened violation of the Regulations is occurring and/or has occurred.
 - (2) **Notice.** As a prerequisite to filing a suit seeking injunctive relief under Subsection 3.15(a), Liberty County, Texas shall give written Notice to the party from which relief is sought at least thirty (30) days before filing suit. This written Notice will advise the party from which relief is sought of the violation or threatened violation occurring on the premises.
 - (3) **Abatement.** A person or entity against whom a suit is pending who does not receive written Notice, as outlined in Subsection 3.15(a) (2), may file a plea in abatement not later than the 30th day after the date the person or entity files an original answer in the court in which the suit is pending. The court shall abate the suit if the court, after a hearing, finds that the person or entity is entitled to an abatement because Notice was not provided as required by Subsection 3.15(a) (2). The court shall abate the suit no longer than thirty (30) days.
- (b) **Civil Penalty.** Pursuant to Section 234.137 of the Local Government Code, a person who violates a Section or Subsection of the Regulations is liable to Liberty County, Texas for a civil penalty of not more than \$10,000 for each violation. Each day a violation continues is considered a separate violation for purposes of assessing a civil penalty. Liberty County, Texas may bring suit in district court to recover a civil penalty.
- (c) **Fees.** Pursuant to Section 234.137 of the Local Government Code, Liberty County, Texas is entitled to recover reasonable expenses incurred in obtaining injunctive relief, civil penalties, or both including reasonable attorney's fees, court costs, and investigatory costs.

SECTION 4. CUMULATIVE EFFECT OF REGULATIONS; SEVERABILITY.

4.1. Cumulative Effect.

Authority under the Regulations is cumulative of other authority that Liberty County, Texas and its incorporated municipalities have to regulate Game Rooms and does not limit that authority.

4.2. Severability Clause.

If a Section or Subsection of the Regulations, or certain applications of a Section or Subsection, is found unconstitutional, the remaining Sections or Subsections, or applications of those Sections or Subsections, will continue in force as law.

CITY OF LIBERTY, TEXAS
APPLICATION FOR GAME ROOM PERMIT

1. Full and correct name of Permittee, as currently filed with the Texas Secretary of State's Office:

2. Trade name of Permittee, if different from the business name on file with the Texas Secretary of State's Office:

3. Number of State Sales Tax Permit:

4. Address of premises where Permittee will operate Game Room:

5. Full and correct name of property owner of Permittee's Game Room location as recorded in the Deed Records of Liberty County, Texas:

6. Business phone number:

7. All additional contact phone numbers for Permittee or Applicant:

8. All additional addresses for Permittee:

9. Is the Game Room located in a multi-tenant structure where tenants share collective parking? (yes/no)

10. If you answered "yes" to the previous question, please list all tenants in the multi-tenant structure, the use of each leased space in the multi-tenant structure, and the square footage of the multi-tenant structure used by each tenant in the multi-tenant structure:

Tenant Leasing Space in Multi-Tenant Structure	Use of Leased Space in Multi-Tenant Structure	Square Footage of Multi-Tenant Structure Used by Each Tenant

(If additional space is needed, use a separate sheet of paper)

11. List the names, date of birth and prior criminal convictions of every officer, managing member, or person who owns 20% or greater interest in the Permittee:

Name	Date of Birth	All prior criminal convictions for all felony offenses, and for misdemeanors involving drug offenses, fraud, theft, gambling, or weapons offenses, or offenses against public administration (Note: failure to list prior criminal conviction may result in the denial of permit)

(If additional space is needed, use a separate sheet of paper)

12. Number of Employees: _____

Employee's Name	Nature of Duties

(If additional space is needed, use a separate sheet of paper)

APPLICANT'S ACKNOWLEDGMENT

I am applying for a permit on behalf of the Permittee and I have actual knowledge of the operation of a Game Room under this permit; I acknowledge that any person operating a Game Room under this permit will do so under my direction and control, and I further acknowledge that I may be held **criminally liable** for illegal activity associated with the Game Room under this permit, including gambling, gambling promotion, or keeping a gambling place under Chapter 47 of the Penal Code, operating an unauthorized Game Room under Chapter 4 of the City Code, and other applicable penal statutes. I also state under oath, that the information contained herein is true and correct to the best of my knowledge.

Applicant

Sworn and subscribed to before me, the undersigned authority by the said
_____, on this the _____ day of
_____, 20____.

Notary Public in and for the State of Texas

PROPERTY OWNER'S ACKNOWLEDGMENT

I own the property described in this application, and I have actual knowledge of the proposed or current operation of a Game Room on my property. I acknowledge that I may be held **criminally liable** for illegal activity associated with the Game Room on my property, including keeping a gambling place under Chapter 47 of the Penal Code, operating an unauthorized Game Room under Chapter 4 of the City Code, and other applicable penal statutes.

Property Owner or Authorized Agent

Sworn and subscribed to before me, the undersigned authority by the said
_____, on this the _____ day of
_____, 20_____.

Notary Public in and for the State of Texas

LIST OF ITEMS REQUIRED WITH SUBMISSION OF APPLICATION

- _____ 1. Fee of \$780.00
- _____ 2. Valid Driver's license or identification card.
- _____ 3. Scaled Parking Plan as required by section 4.11.062(b) of the Code of Ordinances of the City of Liberty.
- _____ 4. Scaled Floor Plan as required by section 4.11.062(b) of the Code of Ordinances of the City of Liberty.
- _____ 5. If Game Room is located in a multiple tenant structure, please submit a list of all tenants in the structure, the use of each leased space in the structure, and the square footage of the structure used by each tenant in the structure.
- _____ 6. Copy of the receipt from the Texas Comptroller of Public Accounts showing the total number of Amusement Machines for which the state occupations tax has been paid and for which registration decals have been issued by the Texas Comptroller of Public Accounts for the time period of the relevant permit application.
- _____ 7. Copy of Applicant's complete application submitted to the Liberty County Game Room Permit Administrator in accordance with Liberty County's Game Room Regulations as required by section 4.11.062(b) of the Code of Ordinances of the City of Liberty.
- _____ 8. Copy of the Liberty County Game Room Permit issued to Applicant in accordance with Liberty County's Game Room Regulations as required by section 4.11.062(b) of the Code of Ordinances of the City of Liberty.

Reminder: Criminal history background check of all Applicants and each officer, managing member, or owner of twenty percent (20%) or greater interest in the Permittee (conducted through the Liberty Police Department or by a third-party vendor approved in advance by the Chief of Police) must be completed before submitting application for approval.

CERTIFICATE OF POLICE DEPARTMENT

A background investigation of the Applicant has been performed and a permanent record made of the Applicant's identity. Issuance of the permit is hereby:

_____ APPROVED.

_____ DENIED on the following basis:

_____ (1) The application contains a false statement by the applicant.

_____ (2) An individual, listed as an officer, managing member, or person who owns 20% or greater interest in the Permittee has been convicted of, or pled guilty or no contest to any of the following offenses within the past 5 years:

- a) Unauthorized use of a motor vehicle;
- b) Violation of state or federal laws regulating firearms;
- c) Violence to any person (except for conduct classified as a Class C misdemeanor);
- d) Indecency with a child; rape, sexual abuse, sexual assault;
- e) Sale or use of illegal drugs;
- f) Driving while under the influence (drugs or alcohol).

_____ (3) The applicant has had a game room license revoked within the past 2 years.

Date: _____

Chief of Police, City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

Agenda Wording: Work Session to discuss Recreational Vehicle Ordinance.

Department: Council and Board

Subject: Work session to discuss Recreational Vehicle Ordinance.

Background: The City Staff has recently seen an increase in the number of recreational vehicles being stored and possibly being lived in on residential lots. Additionally, residents have requested utility connections at some of the locations. The work session will provide City Council with the opportunity to provide input on potential revisions to the recreational vehicle ordinance.

Funding Source: na

Staff Recommendation:

Review of Recreational Vehicle (RV) Ordinance

September 27, 2022

Sec 3.08.116: “a recreational vehicle may be placed at an owner’s residence as long as the RV is placed in the side or rear yard”

Question: Does the City Council want to allow RVs to park in the driveway and/or front yard?

ISSUE #1 – RV Parking

Ordinance: A previous discussion in 2018 regarding RVs at commercial businesses was tabled

Issue: Clarification is needed

Question: Does the City Council want to allow or prohibit RVs at commercial businesses?

ISSUE #2 – Commercial Use of RVs

Sec 3.08.107: “Any person affected by any notice that has been issued in connection with the enforcement of any provision of this division applicable to such park may request a hearing before the planning and zoning commission”

Question: Should every notice of violation be appealable to the Planning and Zoning Commission?

ISSUE #3 - Appeals

Ordinance: The ordinance is silent on whether or not living in an RV is allowed during construction

Issue: Clarification is needed

Question: Should citizens be allowed to live in an RV if they are constructing a building pursuant to the issuance of a building permit?

ISSUE #4 – Living During Construction

Ordinance: The ordinance does not specifically prohibit connecting RVs to utilities

Issue: Clarification is needed

Question: Outside of RV parks, should RVs be allowed to connect to utilities?

ISSUE #5 – Connecting to Utilities

Sec 3.08.116: “the placement of a recreational vehicle for occupancy longer than fourteen (14) days shall not be permitted except in an approved recreational vehicle park”

Issue: Living in an RV is allowed as long as it's for less than 14 days.

Question: Should occupancy of RVs (outside of RV Parks) be prohibited?

ISSUE #6 - Occupancy

Sec 3.08.129: “Occupancy or parking of a recreational vehicle within the RV park extending beyond six (6) consecutive months in any twelve (12) month period shall be presumed permanent occupancy and is hereby prohibited”

Issue: Occupancy of an RV inside an RV park is limited to 6 months

Question: Should the City continue to enforce the 6-month provision or repeal it?

ISSUE #7 - Occupancy

Sec 3.08.130: “upon change of controlling interest of a grandfathered RV park, the new owner shall immediately bring the existing RV park to meet the requirements of this division”

Issue:

1. Uncertainty about which “RV Parks” are considered “Grandfathered”
2. Can grandfathered RV Parks expand the number of spaces they have?

Question: Is “change of controlling interest” the only criteria that would trigger compliance for grandfathered RV Parks

ISSUE #8 - Grandfathering

Sec 3.08.124: “A minimum of one (1) land line telephone shall be provided in an easily accessible location twenty-four (24) hours a day, seven (7) days a week, for emergency use”

Issue: New RV Parks must provide landlines

Question: Should the City continue to enforce this provision?

ISSUE #9 – Park Development

Ordinance: “The Code does not restrict the construction of accessory structures on or attached to RVs”

Question: Can you build a porch for your RV?

ISSUE #10 – Accessory Structure

EXAMPLES

[REDACTED]
Liberty County
Nov 1, 2021 at 12:45:25 PM



Liberty County
Nov 10, 2021 at 3:58:20 PM





Liberty County
Nov 10, 2021 at 4:17:41 PM



Liberty County
Nov 15, 2021 at 3:29:38 PM



Liberty County

Nov 1, 2021 at 1:21:47 PM





Mar 29, 2022 at 1:44 PM

Jul 19, 2022 at 10:42:04 AM



Summary

- The code needs to make clear distinctions between RVs located inside RV Parks and RVs located outside RV Parks.
- RV Park development needs to be more flexible.

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

Agenda Wording: Work Session to discuss Fire Stations No. 1 and No. 2

Department: Administration

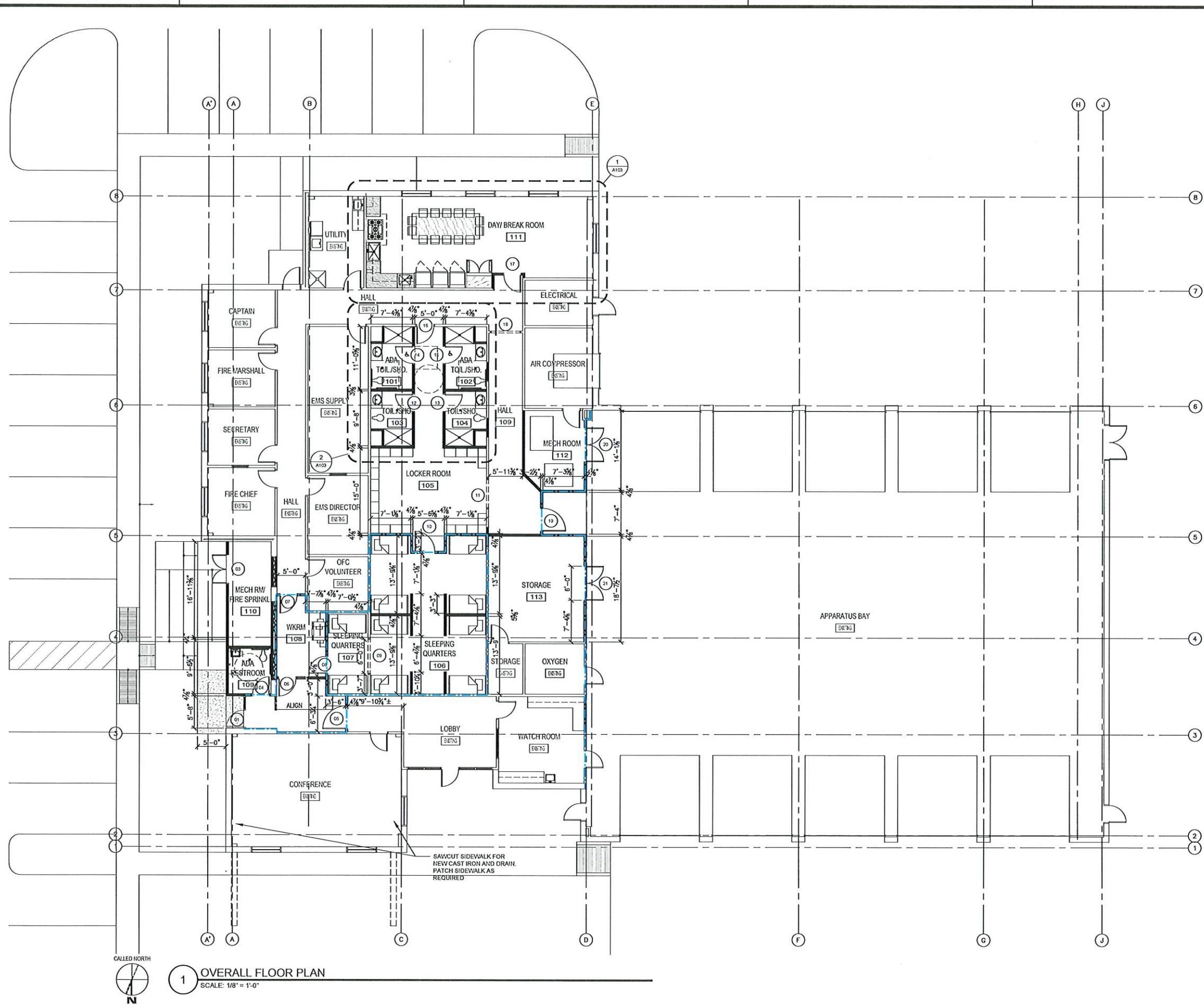
Subject: Fire Station No.1 and No. 2.

Background: The architect has completed the schematic design phase and prepared cost estimates for the renovations to Station No.1 and the construction of Fire Station No. 2. Proposed floor plans for both stations and architectural renderings of Station No. 2 are enclosed.

Funding Source:

Staff Recommendation:

SAVED: MICHAEL
PLOT: MICHAEL_MARTIAN
PLOT DATE: 9/16/2022 11:39 AM
SHEET SIZE: ARCH (expanded) (36.00 x 24.00 inches)



1 OVERALL FLOOR PLAN
SCALE: 1/8" = 1'-0"

Architectural Alliance Incorporated
200 Pine Street, Suite 700
Dallas, Texas 75201
TEL: (469) 886-7100
FAX: (469) 886-7100
J. ROD CLARK, AIA
RONALD M. JONES, AIA
www.aiaarchitect.com

JAMES R. CLARK, AIA
TEXAS REG. # 6212
DATE: 9/16/2022
THIS DOCUMENT MAY NOT
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PURPOSES.

RONALD M. JONES, AIA
TEXAS REG. # 13562
DATE: 9/16/2022
THIS DOCUMENT MAY NOT
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LIBERTY FIRE STATION 1 RENOVATIONS

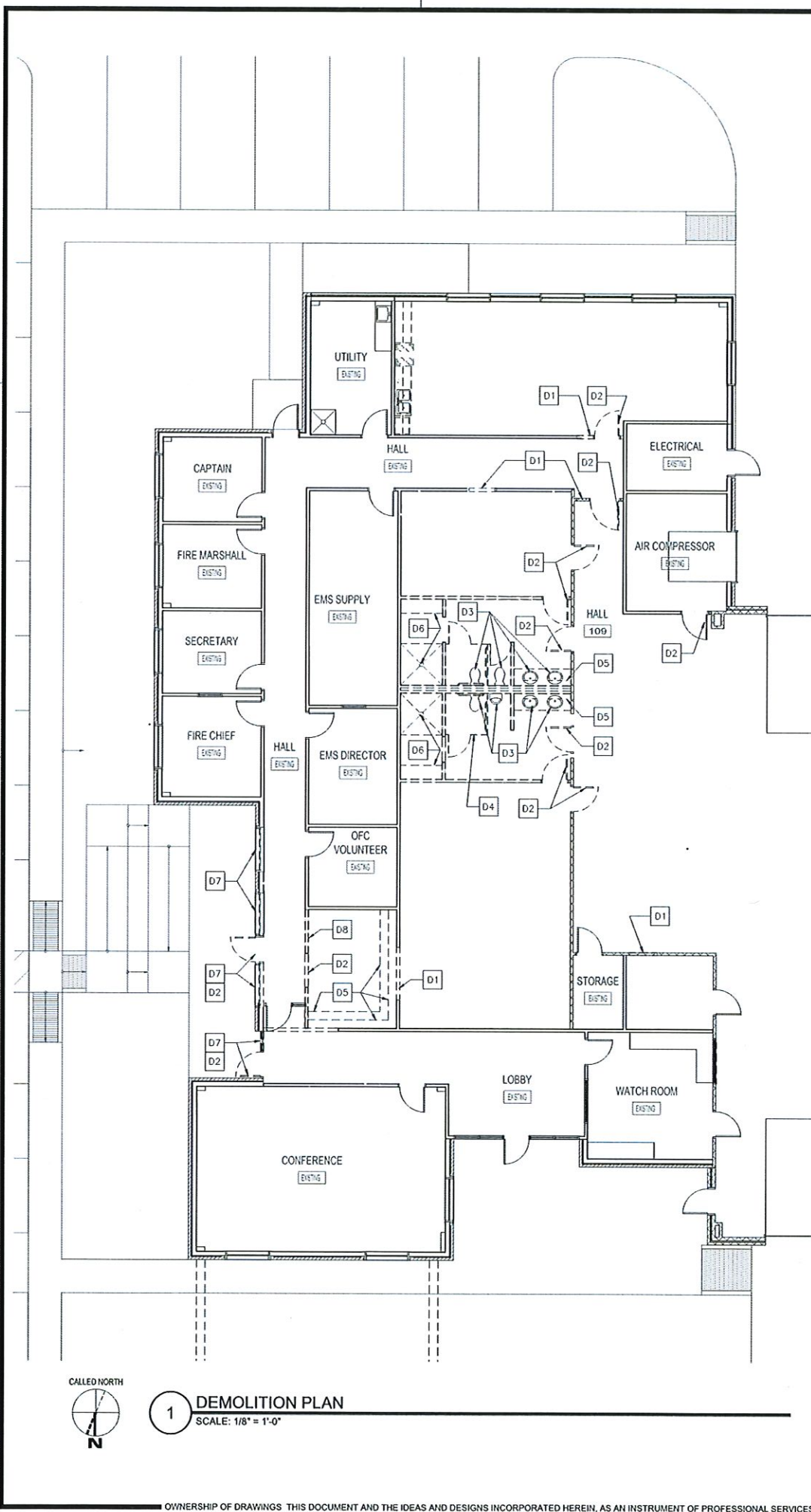
City of Liberty
Liberty, TX 77545
1912 Lakeland Drive

ISSUED FOR
SCHEMATIC DESIGN ☒
DATE: 7-21-2022
DESIGN DEVELOPMENT ☐
DATE: _____
BIDS & CONSTRUCTION ☐
DATE: _____
REVISION:
DATE: _____
REVISION:
DATE: _____
REVISION:
DATE: _____

DRAWINGS SHEET TITLE
OVERALL FLOOR
PLAN

SHEET NUMBER
A100
21067
PROJECT NUMBER

SAVED: MICHAEL
PLOT DATE: 9/16/2022 11:39 AM
SHEET SIZE: ARCH expand D (36.00 x 24.00 inches)



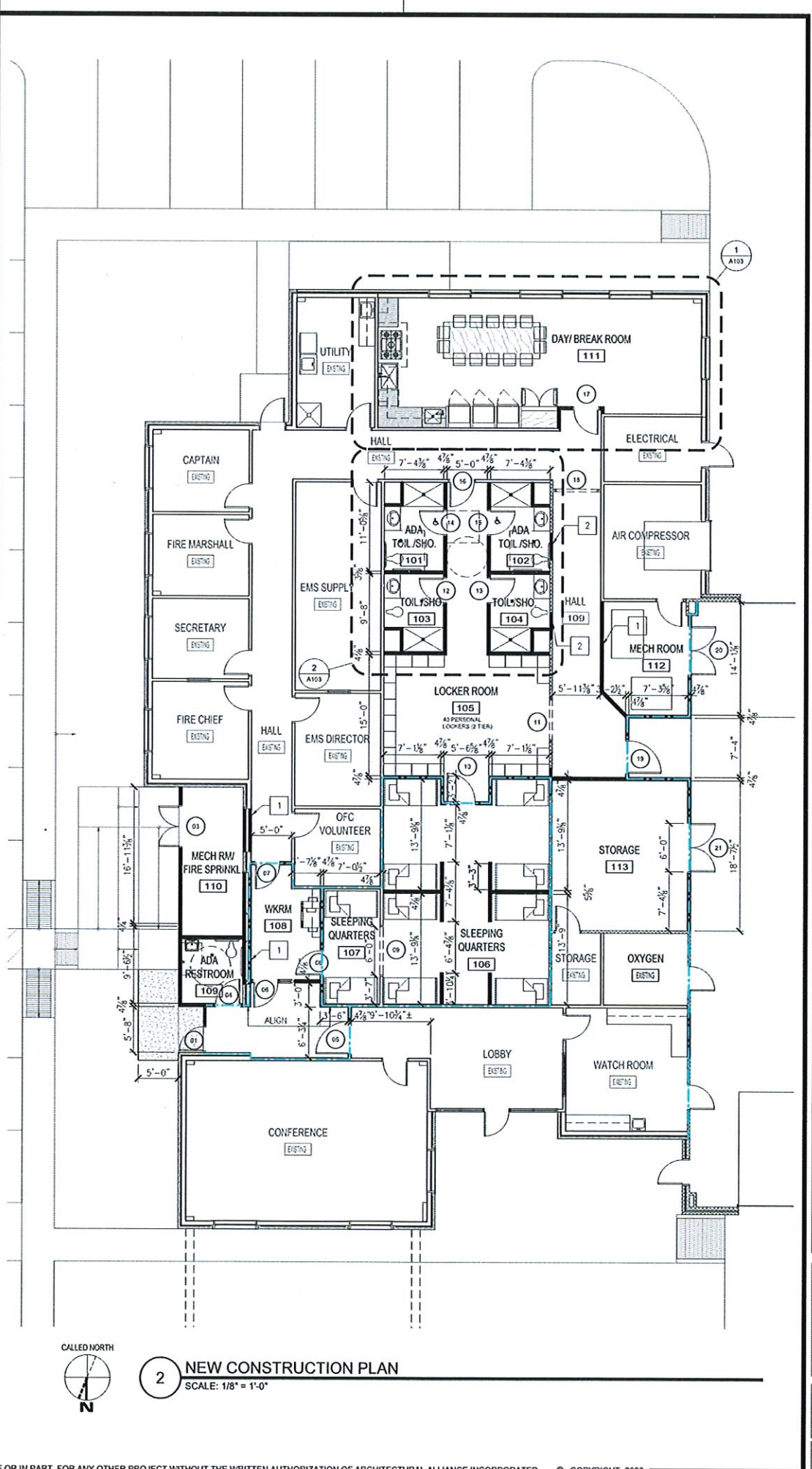
1 DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

DEMOLITION NOTES

D1 REMOVE PORTION OF EXISTING WALL FOR A NEW OPENING
D2 REMOVE EXISTING DOOR/ CASED OPENING
D3 REMOVE EXISTING PLUMBING FIXTURE(S)
D4 REMOVE EXISTING TOILET PARTITIONS AND ACCESSORIES
D5 REMOVE EXISTING MILLWORKS
D6 REMOVE EXISTING SHOWER AND BENCH
D7 REMOVE EXISTING WINDOW
D8 REMOVE EXISTING WALL. REFERENCE NEW CONSTRUCTION PLAN FOR EXTENT OF WORK TO BE DEMOLISHED.

NEW CONSTRUCTION NOTES

1. NEW DRYWALL PARTITION TO MATCH AND ALIGN WITH EXISTING CONSTRUCTION
2. NEW CMU WALL INFILL TO MATCH AND ALIGN WITH EXISTING CONSTRUCTION



2 NEW CONSTRUCTION PLAN
SCALE: 1/8" = 1'-0"

300 New York Ave., Suite 200
New York, NY 10013
TEL: (212) 691-1100
FAX: (212) 691-1101
J. ROBERT CLARK, AIA
RONALD M. JONES, AIA
www.aiaarchitect.com

JAMES R. CLARK, AIA
TEXAS REG. # 8212
DATE: 9/16/2022
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LIBERTY FIRE STATION 1 RENOVATIONS

City of Liberty

1912 Lakeland Drive
Liberty, TX 77545

ISSUED FOR SCHEMATIC DESIGN
DATE: _____

DESIGN DEVELOPMENT
DATE: _____

BIDS & CONSTRUCTION
DATE: _____

REVISION:
DATE: _____

REVISION:
DATE: _____

REVISION:
DATE: _____

DRAWINGS SHEET TITLE
DEMO AND NEW CONSTRUCTION PLAN

SHEET NUMBER
A101

21067
PROJECT NUMBER

SAVED MICHAEL
PLOT: MICHAEL MACTAN
PLOT DATE: 9/16/2022 11:11 AM
SHEET SIZE: ARCH (landscape) (D) (30" x 24" (96" x 72"))

1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

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AREA TABULATION:

APPARATUS BAY (SHORTER)	3,117 SF
APPARATUS BAY (LONGER)	2,633 SF
SUPPORT SPACES (APPARATUS BAY)	1,303 SF
NEW ADMIN & OFFICE AREA	7,452 SF
AID SPACE	1,478 SF
PORCHES	1,320 SF
MECH. MEZZANINE	
TOTAL AREA	17,303 SF



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LIBERTY FIRE STATION 2

City of Liberty

119 Bowie Street
Liberty, TX 77575

ISSUED FOR SCHEMATIC DESIGN ☒
DATE: _____
DESIGN DEVELOPMENT ☐
DATE: _____
BIDS & CONSTRUCTION ☐
DATE: _____
REVISION: _____
DATE: _____
REVISION: _____
DATE: _____
REVISION: _____
DATE: _____

DRAWINGS SHEET TITLE
FLOOR PLAN

SHEET NUMBER
A101
21069
PROJECT NUMBER



CITY OF LIBERTY, TEXAS
FIRE AND RESCUE



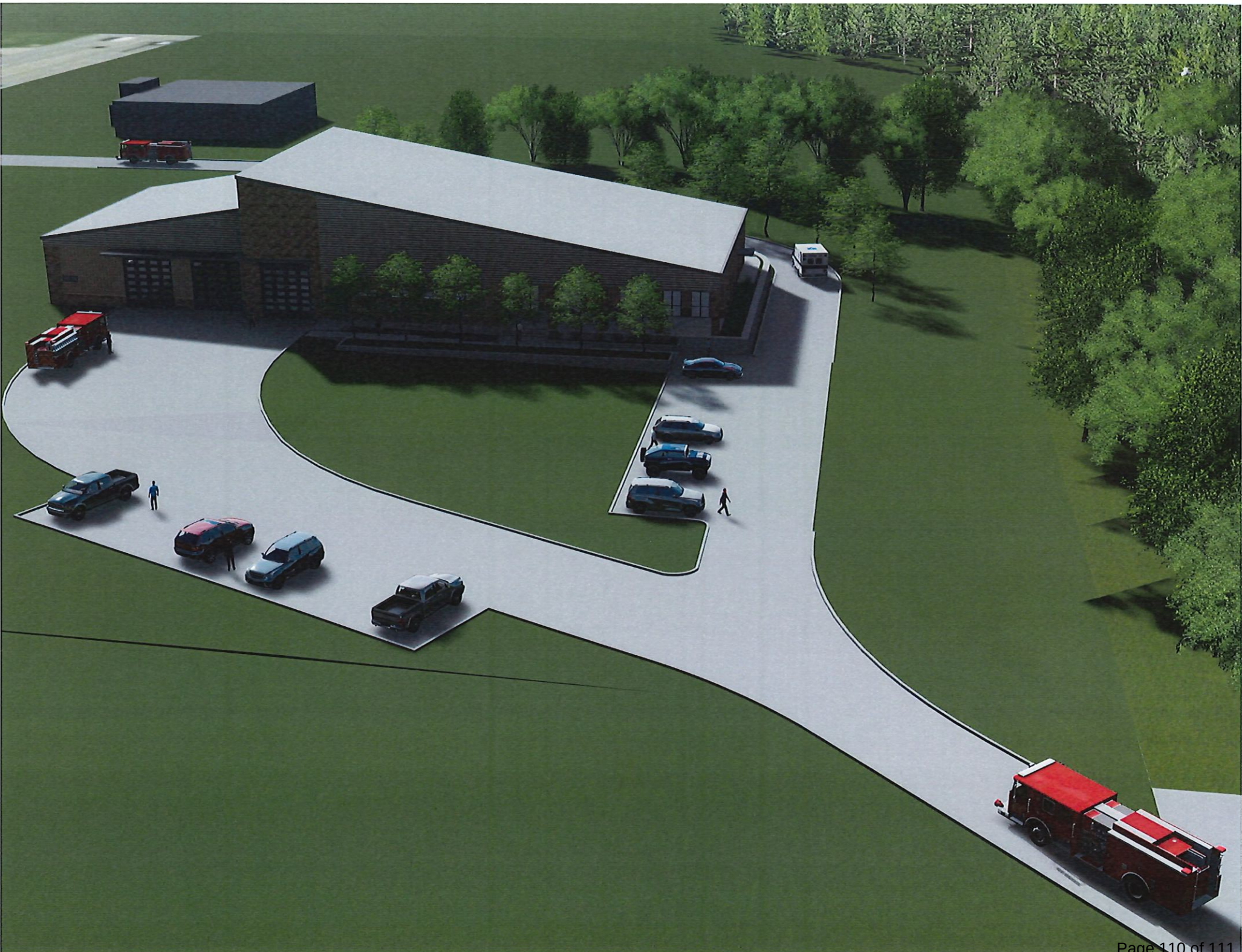












CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: September 27, 2022

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

Discussion regarding economic development negotiations.

Department: Administration

Subject:

Background:

Funding Source:

Staff Recommendation: