The City of Liberty

City Council

Regular Meeting

~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, November 11, 2008 | **6:00 PM** | **City Council Chambers**

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

I. CALL TO ORDER

This meeting will be called to order on November 11, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty,TX.

Attendee Name	Present	Absent	Late	Arrival
Mayor Carl Pickett	¨	¨	¨	
Councilperson Dennis Beasley	¨	¨	¨	
Councilperson Diane Huddleston	¨	¨	¨	
Mayor Pro-Tem Mike McCarty	¨	¨	¨	
Councilperson Al Simonson	¨	¨	¨	
Councilperson Louie Potetz	¨	¨	¨	
Councilperson Frank Jordan	¨	¨	¨	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

V. PRESENTATIONS / REPORTS

1. Information Item 2008-58

Waters-Oldani Executive Recruitment

2. Information Item 2008-59

Recycling Report - Terry Woodson, Waste Management

3. Information Item 2008-60

Houston Wilderness - Victoria Herrin, Trails Coordinator

4. Information Item 2008-61

Texas Water Development Board Project - Status Report

5. Information Item 2008-62

Financial Report

VI. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

A. Minutes Approval

1. Tuesday, October 14, 2008

2. Tuesday, October 21, 2008

3. Wednesday, November 05, 2008

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2008-57

Consider Approval of the Method by Which a New Police Chief Will be Selected.

2. Ordinance 2008-18

Consideration and Approval of an Ordinance Authorizing the Issuance of "City of Liberty, Texas, Tax Anticipation Notes, Series 2008:" Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of the Principal of and Interest on Said Notes; and Resolving Other Matters in Connection Therewith.

3. Council Action 2008-59

Consider and Approve a Variance Request, from the Sign Ordinance, for the Sonic Drive in Located at 1821 Hwy. 90.

- Attachment #1 - 1821 Highway 90 Sign Variance Sonic (TIF)

4. Council Action 2008-60

Consider and Approve a Variance Request, from the Manufactured Home Ordinance, on Property Located at 1825 Reese Street.

- Attachment #2 - 1825 Reese Mobile Home Variance JoLynn Reynolds (TIF)

5. Resolution 2008-25

Consider Approval of a Resolution Regarding a Moratorium on the Issuance of Permits for Travel Trailers in the City of Liberty.

6. Council Action 2008-61

Consider and Approve, or Ratify, a Lease Agreement for the Temporary Police Department.

7. Council Action 2008-62

Consider and Approve a New Street Sign Program Using Liberty High School Colors.

8. Council Action 2008-63

Consider and Approve a Nomination to the Central Appraisal District Agricultural Advisory Board.

- Attachment #3 - CAD Ag Adv Brd 08 (PDF)

9. Council Action 2008-64

Consider and Approve a Nomination to the Central Appraisal District, Appraisal Review Board.

- Attachment #4 - CAD App Rev Brd 08 (PDF)

VIII. COUNCIL MEAL

IX. ADJOURNMENT

Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 7th day of November, 2008 at 1:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

____
Dianne Tidwell, City Secretary

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

NOTICE

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

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

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM 2008-58

DOC ID: 1225

Waters-Oldani Executive Recruitment

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-59

DOC ID: 1214

Recycling Report - Terry Woodson, Waste Management

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM
Department: Administration
Category: Presentations

INFORMATION ITEM 2008-60

DOC ID: 1215

Houston Wilderness - Victoria Herrin, Trails Coordinator

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-61

DOC ID: 1216

Texas Water Development Board Project - Status Report

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Finance
Category: Reports

INFORMATION ITEM 2008-62

DOC ID: 1221

Financial Report

EXPLANATION:
I will have a financial report for October available to you.

Naomi Herrington

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The City of Liberty
City Council
Regular Meeting
~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, October 14, 2008 | **6:00 PM** | **City Council Chambers**

I. CALL TO ORDER

The Meeting was called to order on October 14, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:08 PM by Mayor Carl Pickett.

II. INVOCATION

Shelley Benoit, Liberty High School Senior

III. PLEDGE OF ALLEGIANCE

Julie Birdwell, Liberty High School Senior

ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

IV. ITEMS OF INTEREST

A. Miscellaneous Communication

1. Information Item 2008-50

Liberty County Central Appraisal District - Appraisal Review Board

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported that the Central Appraisal District is requesting a nomination from each taxing unit from their respective county precinct to the Appraisal Review Board. The current Precinct 1 representative is Bob Walker. This item was for informational purposes only to allow the council proper notice of the upcoming nomination. This item will be placed on the November agenda.

2. Information Item 2008-51

Liberty County Central Appraisal District - Agricultural Advisory Board

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported that the Central Appraisal District is requesting a nomination from each taxing unit from their respective county precinct to the Agricultural Advisory Board. The current Precinct 1 representative is Frederick Freeman. This item was for informational purposes only to allow the council proper notice of the upcoming nomination. This item will be placed on the November agenda.

V. PRESENTATIONS / REPORTS

1. Information Item 2008-52

Comcast Cable - Craig D'Agostini, Director of Gov. Relations

COMMENTS - Current Meeting:

Mr. Craig D'Agostini, Director of Governmental Relations for Comcast Cable was present to report on the company's activities since Hurricane Ike. Mr. D'Agostini assured Council that Comcast had taken every step possible to ensure the restoration of cable services to its customers. Mr. D'Agostini's report included information regarding tripling the number of service calls made, use of over 800 additional personnel with restoration experience, and other related topics. Mr. D'Agostini listened to Council's comments regarding various problems with the cable service within the City, including poor customer service, long wait time on the telephone, and no-show at appointment times. Mr. D'Agostini stated that he would make every effort to remedy the issues presented to him.

2. Information Item 2008-53

Hurricane Ike DVD - Bruce Stratton

COMMENTS - Current Meeting:

Local attorney C. Bruce Stratton presented to Council a DVD that he made of the aftermath of Hurricane Ike and activities during the restoration process. After viewing of the DVD, Council thanked Mr. Stratton for his time and effort.

3. Information Item 2008-54

Hurricane Ike Update

COMMENTS - Current Meeting:

A status report of Hurricane Ike recovery activities was given by several of the city's department heads. Discussed was the kick-off meeting with FEMA for funds recovery, debris cleanup, traffic control and street signs, and other related recovery efforts. Mayor Pickett expressed the Council's appreciation to employees and vendors for their efforts on a job well done.

4. Information Item 2008-55

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported that the scheduled Tire Recycling Day was recently cancelled due to Hurricane Ike. Ms. Huddleston also reported that a tentative date of November 15th has been set for a "Shred-It Day" for the public to shred their personal documents.

5. Information Item 2008-56

Financial Report

COMMENTS - Current Meeting:

Mayor Pickett reported due to work involved with the hurricane, Finance Director Naomi Herrington has not had time to devote to the finance report, but that it would be delivered in the near future.

VI. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

A. Minutes Approval

The Council did not have their computers in use at this meeting, October 14, 2008, however each set of minutes were previously available to the council members and had been reviewed prior to the meeting.

1. Tuesday, September 09, 2008

2. Friday, September 19, 2008

3. Tuesday, September 30, 2008

VII. REGULAR AGENDA

A. Regular Session

1. Information Item 2008-57

Discussion of Various Issues Relating to the Manufactured Home Ordinance.

COMMENTS - Current Meeting:

A lengthy discussion was held regarding various issues relating to the city's manufactured home ordinance. Discussion centered on the previous moratorium prohibiting manufactured homes to be placed in flood hazard areas, specifically the South Liberty Oilfield and the Trinity River area at Hwy. 90. Topics of discussion included the no-manufactured home zone, flood hazard areas, and the Flood Insurance Rate Map. Mayor Pickett requested that an amendment to the manufactured home ordinance be presented to address expanding the no-manufactured home zone areas.

Further discussion also included temporary FEMA housing, the Twin Oaks Subdivision, and related property drainage issues.

VIII. COUNCIL MEAL

The Council shared an evening meal.

IX. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 8:08 p.m.

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

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

The City of Liberty

City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, October 21, 2008 **7:00 PM** **City Council Chambers**

I. CALL TO ORDER

The Meeting was called to order on October 21, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 7:00 PM by Mayor Carl Pickett.

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledge of Allegiance.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pickett welcomed guests and visitors, opening the floor for Public Comment.

Sgt. Mark Davison, Liberty Police Department, addressed Council expressing his support of Police Chief Mike Cummings in regard to the Chief's resignation.

Mr. Bill Buchanan, KSHN Radio, addressed Council requesting the items to be discussed in closed session be heard in open meeting. City Attorney Randy Gunter explained that Chief Cummings was not present, and for those items to be discussed in open meeting had to be at the request of Chief Cummings.

V. REGULAR AGENDA

A. Regular Session

1. Resolution 2008-24

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

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the following Resolution into the record as follows: "A RESOLUTION OF THE CITY COUNCIL OF LIBERTY, TEXAS, ORDERING A 120 DAY MORATORIUM ON THE ISSUANCE OF PERMITS FOR MOBILE OR MANUFACTURED HOMES IN CERTAIN AREAS AT SUBSTANTIAL RISK FOR FLOODING."

This resolution will allow time for the manufactured home ordinance to be amended to include additional flood hazard areas in which manufactured homes will be prohibited.

A motion was made to approve the Resolution.

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

B. Executive Session

Consultation With Attorney. Gov. Code §551.071
Personnel Matters. Gov. Code §551.074

1. Discussion of personnel issues in regard to the Chief of Police and other officers.

At 7:11 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 9:10 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2008-55

Consider Possible Action Regarding Personnel and Employment Status of the Chief of Police And/Or Other Officers.

COMMENTS - Current Meeting:

A motion was made to regretfully accept the resignation of Police Chief Mike Cummings, based on Chief Cummings wishes. The Council expressed their appreciation for his service to the City of Liberty.

City Manager Ron Wood announced that Lt. Ricky Skarpa would serve as Interim Police Chief.

RESULT:	**APPROVED [5 TO 1]**
MOVER:	Al Simonson, Councilperson
SECONDER:	Mike McCarty, Mayor Pro-Tem
AYES:	Pickett, Huddleston, McCarty, Simonson, Potetz
NAYS:	Frank Jordan
ABSENT:	Dennis Beasley

VI. COUNCIL MEAL

Council shared an evening meal.

VII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:15 p.m.

RESULT:	**APPROVED [5 TO 1]**
MOVER:	Louie Potetz, Councilperson
SECONDER:	Mike McCarty, Mayor Pro-Tem
AYES:	Pickett, Huddleston, McCarty, Potetz, Jordan
NAYS:	Al Simonson
ABSENT:	Dennis Beasley

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

The City of Liberty
City Council
Special Called Meeting
~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Wednesday, November 5, 2008 | **6:00 PM** | **City Council Chambers**

I. CALL TO ORDER

The Meeting was called to order on November 5, 2008 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:00 PM by Mayor Carl Pickett.

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledge of Allegiance.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pickett welcomed guests and visitors, opening the floor for Public Comment.

Various members of the Liberty Police Department addressed the Council expressing their support of Chief Cummings; asking that Mike Cummings be reinstated as Chief of Police.

V. REGULAR AGENDA

The Regular Session was taken out of order and discussed after the Executive Session and agenda item CA-2008-58.

A. Regular Session

1. Council Action 2008-57

Consider Approval of the Method by Which a New Police Chief Will be Selected.

COMMENTS - Current Meeting:

City Manager Ron Wood discussed with Council the various options for the selection of a new Police Chief. Mr. Woods stated that management could conduct its own search or could employ the services of an executive search firm. A brief discussion was held regarding the pros and cons of each process.

A motion was made to table this item until the next regular meeting on November 11, 2008.

RESULT:	**TABLED [UNANIMOUS]**	**Next: 11/11/2008 6:00 PM**
MOVER:	Louie Potetz, Councilperson	
SECONDER:	Dennis Beasley, Councilperson	
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan	

B. Executive Session

Consultation With Attorney. Gov. Code §551.071.
Personnel Matters. Gov. Code §551.074.

1. Deliberate and discuss employment of a Chief of Police.

At 6:32 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:45 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2008-58

Consider and Approve Employment of a Chief of Police.

COMMENTS - Current Meeting:

There was no action taken on this agenda item.

VI. COUNCIL MEAL

Council shared an evening meal.

VII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:10 p.m.

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

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Administration
Category: Personnel

COUNCIL ACTION 2008-57

DOC ID: 1212

Consider Approval of the Method by Which a New Police Chief Will be Selected.

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Consideration and Approval of an Ordinance Authorizing the Issuance of "City of Liberty, Texas, Tax Anticipation Notes, Series 2008:" Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of the Principal of and Interest on Said Notes; and Resolving Other Matters in Connection Therewith.

AN ORDINANCE authorizing the issuance of "City of Liberty, Texas, Tax Anticipation Note, Series 2008"; specifying the terms and features of said Note; levying a continuing direct annual ad valorem tax for the payment of the principal of and interest on said Note; and resolving other matters in connection therewith.

RECITALS

1. The City Council (the "*Governing Body*") of the City of Liberty, Texas (the "*Issuer*") has determined that a tax anticipation note should be issued and sold at this time to provide funds to pay contractual obligations incurred for construction due to the occurrence of widespread or severe damage, injury, or loss of life or property affecting the Governing Body's jurisdiction resulting from a hurricane, including wind damage, fire damage, damage from wave action and flood damage resulting from the hurricane. Proceeds of the Note will also be used to pay (i) professional services rendered in connection therewith and in the issuance of such note and (ii) the cost of issuance of such note.

2. Pursuant to chapter 1431, Texas Government Code, as amended (hereinafter called the "*Act*"), the Governing Body is authorized and empowered to issue a tax anticipation note to provide funds to pay contractual obligations incurred or to be incurred for such purposes.

3. The Governing Body hereby finds and determines that the Note should be issued in accordance with the terms of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE ISSUER:

SECTION 1: ***Authorization; Designation; Principal Amount; Purpose***. A Note of the Issuer are hereby authorized to be issued in the aggregate principal amount not to exceed $3,000,000 to be designated and bear the title "CITY OF LIBERTY, TEXAS, TAX ANTICIPATION NOTE, SERIES 2008" (the "*Note*"), for the purposes stated in Recital 1, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas (the "*State*"), particularly, but not by way of limitation, the Act.

SECTION 2: ***Stated Maturities; Date.*** The Note shall be issued in fully registered form only, registered in the name of First Liberty National Bank (the "*Initial Purchaser*"), or any subsequent registered owner, shall have a Dated Date of November 15, 2008 (the "*Dated Date*"), shall be in a single denomination, and shall become due and payable on February in each of the years and in the principal amounts (the "*Stated Maturities*") in accordance with the following schedule:

THE NOTE

Year of Stated Maturity	Principal Amount	Interest Rate(s)(%)
February 1, 2011	$3,000,000	5.00%

The Note shall bear interest on the drawn and unpaid principal amount thereof from each Draw Date to the Initial Purchaser at the per annum interest rate(s) shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months) and such interest shall be payable on February 1 and October 1 in each year, commencing February 1, 2009 (each an "*Interest Payment Date*").

First Liberty National Bank is the Paying Agent for the Note (the "*Paying Agent*"), and as such acts in a separate capacity as the Initial Purchaser to hold the Note on the Issuer's and Initial Purchaser's behalf and to receive payments on the Note and deliver the payments to the holders.

The Issuer hereby authorizes the Paying Agency Agreement dated as of November 15, 2008, and authorizes the Mayor and City Secretary to execute and deliver such Agreement.

SECTION 3: ***Terms of Payment***. The principal and Redemption Price of the Note is payable upon surrender, and the interest on the Note is payable, at the corporate trust office of the Paying Agent in Liberty, Texas. Such place is herein referred to as the "*Place of Payment*".

The Issuer shall transfer the principal and Redemption Price of the Note to the Paying Agent on or prior to the date it is due.

All interest on the Note payable on an Interest Payment Date shall be paid to the Paying Agent by check mailed, first-class postage prepaid, or by delivery, by the Issuer so that payment is received on or prior to the Interest Payment Date or by such other customary banking arrangements to which such Person and the Initial Purchaser may agree. If the date for the payment of the principal of or interest on the Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Issuer is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 4: ***Redemption***.

A. *Optional Redemption.* The Note is subject to redemption at the option of the Issuer as set forth in the form of Note in *Section 9.*

B. *Exercise of Redemption Option.* The exercise by the Issuer of its option to redeem the Note shall be evidenced by an order or resolution of the Governing Body entered into its minutes. The Issuer shall, at least five days prior to each date fixed for redemption (the "*Redemption Date*"), notify the Initial Purchaser in writing of such Redemption Date and of the stated maturity and portion of the principal amount of the Note to be redeemed.

C. *Payment of the Redemption Price*. Notice of redemption having been given to the Initial Purchaser as aforesaid, the portion of the stated maturity and principal amount of the Note so to be redeemed shall, on the redemption date, become due and payable at the price fixed for redemption (the "*Redemption Price*"), and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) the redeemed portion of the principal amount of the Note so redeemed shall cease to bear interest. The Paying Agent shall record with respect to any Note the principal amount of any Note so prepaid, however, failure to so record the prepaid portion of the Note shall not affect the result of such redemption, and such prepaid portion will no longer be outstanding for any purpose.

If any deposit of the Redemption Price of the principal of any Note called for redemption is not so paid to the Paying Agent on or prior to the Redemption Date, the same continues to bear interest from the Redemption Date at the rate borne by such Note.

SECTION 5: ***Transfer***. The Note may be transferred in whole on registration books maintained by the Paying Agent, but any payment of the Note by the Issuer is only to the Paying Agent. The Note is not subject to exchange.

SECTION 6: ***Execution; Registration.*** The Mayor of the Issuer shall execute the Note on behalf of the Issuer and such signature shall be attested by the Secretary of the Issuer. The signature of either of said officers on the Note may be manual (except that Note contersigned by the Controller of Public Accounts may be in facsimile). The Note bearing the manual or facsimile signatures of individuals who were at the time the proper officers of the Issuer bind the Issuer, notwithstanding that such individuals or either of them cease to hold such offices prior to the certification and delivery of such Note. The seal of the Issuer may be reproduced, affixed, or impressed thereon but is not required except as otherwise required under Texas law.

The Mayor of the Issuer is authorized and directed to execute and the Secretary of the Issuer to attest the Initial Note in the name of the Initial Purchaser. The Mayor of the Issuer is further authorized and directed to submit the Initial Note, together with the record of the proceedings authorizing the issuance thereof and any and all other necessary orders, certificates, and records, to the Attorney General of Texas for approval. After the Attorney General has approved such Note, the Mayor of the Issuer shall cause such Certificates to be delivered to the Comptroller of Public Accounts of the State of Texas for registration. If requested by the Attorney General or its representatives, or if otherwise deemed necessary to properly evidence the intent of the Issuer in the adoption of this Ordinance, the Mayor or Mayor pro tem of the Issuer may make such ministerial changes in the written text of this Ordinance as such officer determines are consistent with the intent and purposes of this Ordinance, which determination is final. Upon registration of the Note, the Comptroller is authorized and directed to deliver the Note in accordance with instructions of the Mayor of the Issuer. At any time and from time to time thereafter the Issuer may deliver the definitive Note to the Paying Agent against payment of all or any part thereof, and the Paying Agent on such date shall record that a like principal amount of the Note is delivered to the Initial Purchaser and outstanding. Threafter, on each date that the Issuer draws additional funds from the Initial Purchaser against delivery of an additional portion of the Note (together with the date of initial delivery, a "*Draw Date*"), the Paying Agent will record a like portion of the Note as outstanding from and after such Draw Date. The officers or acting officers of the Governing Body are authorized to execute and deliver on behalf of the Governing Body such certificates and instruments as may be necessary to accomplish or in furtherance of the delivery of the Note to and payment therefor by the Purchasers.

The Note registered and delivered by the Paying Agent hereunder is to be dated by the Paying Agent the date of their registration.

No Note is entitled to any right or benefit under this Ordinance, or is valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in **Section 3.3**, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration is manually sigend by the Issuer, and either such certificate or manual signature upon any Note is conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered. It is understood that the Issuer will deliver on each Draw Date, and that such additional draws are recorded on the Note in *Exhibit A* hereto, and are outstanding from the Date so recorded. Notwithstanding anything herein, interest will accrue with respect to any principal amount only from each applicable Draw Date or the most recent interest payment date from which interest has been paid or duly provided for.

SECTION 7: ***Initial Note***. The Note herein authorized shall be issued initially as a single note in the total principal amount of the Note numbered T-1 (hereinafter called the

"*Initial Note*") and the Initial Note shall be registered in the name of the Initial Purchaser as Payee. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser.

SECTION 8: ***Forms***. A. Forms Generally. The Note and the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed on the Initial Note shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Issuer or determined by the officers executing such Note as evidenced by their execution thereof. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The Note and the Initial Note shall be typewritten, printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing such Note as evidenced by their execution thereof.

B. Form of Definitive Note.

NO. R-1 $3,000,000

REGISTERED

United States of America
State of Texas
CITY OF LIBERTY, TEXAS
TAX ANTICIPATION NOTE, SERIES 2008

Dated Date:	Interest Rate:	Stated Maturity:
November 15, 2008	5.00%	February 1, 2011

PAYEE: FIRST LIBERTY NATIONAL BANK

PRINCIPAL AMOUNT: THREE MILLION AND NO/100 DOLLARS

The City Council (the "*Governing Body*") of the City of Liberty, Texas (hereinafter referred to as the "*Issuer*"), a body corporate and political subdivision of the State of Texas (the "*State*"), for value received, acknowledges that the City will be indebted to and hereby promises to pay to the order of the Payee specified above on the Stated Maturity date specified above (subject to earlier redemption), the principal amount set forth above, and to pay interest on the unpaid principal amount hereof from the applicable Draw Date (as defined in the Ordinance and recorded in *Exhibit A*) or the most recent Interest Payment Date to which interest on outstandnig amounts has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months); such interest being payable on February 1 and October 1 in each year, commencing February 1, 2009. Principal of this Note is payable at its Stated Maturity to the Paying Agent, upon presentation and surrender to the Issuer or to the Payee's endorsee as evidenced on the Note. Interest on any Note which is payable on, and which is punctually paid or duly provided for on or prior to any Interest Payment Date shall be paid to the Initial Purchaser and Paying Agent, who is the Payee set forth above, and upon such payment to the Initial Purchaser, the Issuer's obligation to pay such interest is satisfied. The Initial Purchaser shall be responsible for recording on the Note (or causing any subsequent endorsee to record on the Note) the payment of such interest, and shall transfer such interest to subsequent requested owner. Notwithstanding any subsequent owner, payment of the Paying Agent satisfies the Issuer's Obligations with respect to this Note

All interest on the Note payable on an Interest Payment Date shall be paid to the Paying Agent by check mailed, first-class postage prepaid, by the Issuer so that payment is received on or prior to the Interest Payment Date or by such other customary banking arrangements to which such Person and the Initial Purchaser may agree, or by delivery. If the date for the payment of the principal of or interest on the Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Issuer is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Note is one of the series issued in a single denomination of $3,000,000 specified in its title issued pursuant to chapter 1431, Texas Government Code, as amended, to pay contractual obligations incurred for construction due to the occurrence of widespread or severe damage, injury, or loss of life or property affecting the Governing Body's jurisdiction resulting from a hurricane, including wind damage, fire damage, damage from wave action and flood damage resulting from the hurricane. Proceeds of the Note will also be used to pay (i) professional services rendered in connection therewith and in the issuance of this Note; and (ii) the cost of issuance of this Note, under and in strict conformity with the Constitution and laws of the State, and pursuant to an ordinance adopted by the governing body of the Issuer (herein referred to as the "*Ordinance*").

The Note is payable from the proceeds of a continuing direct ad valorem tax levied in the Ordinance upon all taxable property within the Issuer, within the limitations prescribed by law or from reimbursements or other funds to be received from the Federal Emergency Management Agency or any other state or federal agency reimbursing or providing funds to the Governing Body for costs incurred as a result of the emergency within the limitations prescribed by law.

The Note is subject to optional redemption in any principal amount (as recorded in *Exhibit B*), at the option of the Issuer, on notice mailed to the Initial Purchaser not less than five days prior to the Redemption Date as provided in the Ordinance, upon payment of the Redemption Price, which shall consist of the principal amount thereof to be redeemed together with interest, if any, accrued from the most recent Interest Payment Date to the Redemption Date.

The Issuer is required to redeem the Note in accordance with the mandatory sinking fund provisions set forth in *Exhibit C* attached hereto. The Issuer shall make all mandatory sinking fund payments in the same manner as its payment of interest as provided for herein.

The Note (or portions or portions of principal thereof) for whose redemption and payment provision is made in accordance with the Ordinance shall cease to bear interest from and after the Redemption Date. Failure to record any redeemed amount of principal does not affedt such redemption, provided that the Issuer has otherwise made payment of the Redemption Price to the Paying Agent.

Reference is hereby made to the Ordinance, a copy of which is on file in the principal corporate trust office of the Paying Agent, and to all the provisions of which the Owner or Holder hereof by the acceptance hereof hereby assents, for definitions of terms; the description of the continuing direct ad valorem taxes pledged to the payment of the principal of and interest on the Note; the restrictions relating to the transfer or exchange of this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder of the Note; the rights, duties, and obligations of the Issuer and the Paying Agent; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be redeemed or discharged at or prior to the maturity of this Note, and this Note deemed to be no longer Outstanding (as defined in the Ordinance) thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

It is hereby certified, recited, represented, and covenanted that the Issuer is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State; that the issuance of the Note is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Note to render the same lawful and valid obligations of the Issuer have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Note does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Note by a pledge of the continuing direct ad valorem tax levied upon all taxable property within the Issuer, within the limitations presented by law as afore stated. In case any provision in this Note or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

This Note is not entitled to any right or benefit under the Ordinance, nor is it valid or obligatory for any purpose, unless there appears hereon a Certificate of Registration manually executed by either the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or is manually signed by the Mayor and Secretary of the Issuer.

IN WITNESS WHEREOF, the Governing Body of the Issuer has caused this Note to be duly executed as of the Dated Date.

Dated: ______________________________

CITY OF LIBERTY, TEXAS

____
Mayor

COUNTERSIGNED:

____
City Secretary

Exhibit A

Draws on Note

Draw Date	Principal Drawn	Signature of Paying Agent

Exhibit B

Amounts Redeemed

Recemption Date	Principal Redeemed	Paying Agent Signature

Exhibit C

The Issuer shall redeem, on February 15 of the years specified below, the aggregate principal amount of the Note set forth opposite such year below such Note, at a Redemption Price equal to 100% of the principal amount thereof:

Year	**Principal Amount**
2010	$1,465,000
2011 (stated maturity)	1,535,000

The Initial Purchaser shall record on the Note (or cause any subsequent endorsee to record on the Note) the principal amount of any Note so prepaid, however, failure to so prepay any portion of the Note shall not affect the effect of such redemption.

C. Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS REGISTER NO. ________
§
THE STATE OF TEXAS §

I HEREBY CERTIFY that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this ____________________________.

____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

* Note to Printer: Do not print on Definitive Note.

SECTION 9: ***Definitions.*** That for purposes of this Ordinance and for clarity with respect to the issuance of the Note, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) "*Collection Date*" means, for any year, the date that annual ad valorem taxes levied by the Issuer in that year become delinquent.

(b) "*Debt Service Requirement*" has the meaning stated in *Section 12*.

(c) "*Draw Date*" has the meaning stated in *Section 6*.

(d) "*Note*" shall have the meaning set forth in *Section 1*.

(e) "*Initial Purchaser*" has the meaning stated in *Section 22*.

(f) "*Interest and Sinking Fund*" shall mean the special fund created and established under the provisions of *Section 11* of this Ordinance.

(g) "*Outstanding*" when used in this Ordinance with respect to the Note means, as of the date of determination, the Note theretofore issued and delivered under this Ordinance, except:

(1) The Note canceled by the Issuer or delivered to the Issuer for cancellation;

(2) any Note or portion deemed to be paid by the Issuer in accordance with the provisions of *Section 17* hereof by the irrevocable deposit into the Interest and Sinking Fund, or with an authorized escrow agent, of money or Government Obligations, or both, in the amount necessary to fully pay the principal of and interest thereon to Stated Maturity; and

(3) a Note that has been mutilated, destroyed, lost, or stolen and a replacement Note has been registered and delivered in lieu thereof as provided in *Section 20* hereof.

SECTION 10: ***Interest and Sinking Fund.***

Money in the Interest and Sinking Fund may, at the option of the Issuer, be invested in obligations identified in, and in accordance with the provisions of the Public Funds Investment Act, chapter 2256, Texas Government Code, as amended, relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Interest and Sinking Fund shall be credited to, and any losses debited to, the said Interest and Sinking Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Note.

SECTION 11: ***Tax Levy.***

To provide for the payment of (i) the interest on the Note and (ii) the greater of principal of the Note due in the next succeeding calendar year, a sinking fund for their redemption at or prior to maturity, or a sinking fund of 2% of the principal of the Note (whichever amount is greater) (the *"Debt Service Requirement"*), the Issuer covenants to levy and shall annually assess and collect in due time, form, and manner, a tax on all taxable property in the Issuer, within the limitations prescribed by law, and such tax levied on each one hundred dollars' valuation of taxable property in the Issuer for the Debt Service Requirement of the Note shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Note while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Note shall be kept and maintained by the Issuer at all times while the Note is Outstanding, and the taxes collected for the payment of the Debt Service Requirement on the Note shall be deposited to the credit of a "Special Series 2008 Note Account" (the "Interest and Sinking Fund") maintained on the records of the Issuer and deposited in a special fund maintained at an official depository of the Issuer's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Note.

Proper officers of the Issuer are hereby authorized and directed to cause to be transferred to the Initial Purchaser for the Note, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Note as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Initial Purchaser on or before each principal and Interest Payment Date for the Note.

The Issuer shall determine the amount of taxes to be provided annually for the Debt Service Requirement in the following manner:

A. Prior to establishing the annual tax rate, the Governing Body shall determine:

(1) the amount of Debt Service Requirement to become due and payable on the Note between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Interest and Sinking Fund (including surplus Note proceeds transferred to the Interest and Sinking Fund from the Project Fund (as defined herein) or other funds of the Issuer legally available for such purpose and at the election of the Issuer appropriated to payment of the Debt Service Requirement and transferred to the Interest and Sinking Fund) after deducting therefrom the total amount of the Debt Service Requirement to become due on the Note prior to the Collection Date for the continuing direct ad valorem taxes to be levied.

B. The Issuer shall assess and levy annually each year a tax within the limits prescribed by law to pay the Debt Service Requirement sufficient to provide tax revenues in the amount established in paragraph (1) above less the sum total of the amounts established in paragraph (2) of this Section, after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12: ***Deposits to Interest and Sinking Fund***. The Issuer hereby covenants and agrees to cause to be deposited in the Interest and Sinking Fund prior to each Stated Maturity or redemption date from the funds available for such purpose, including the proceeds of the tax levied under *Section 12*, plus such other amounts at the Governing Body's discretion as the Issuer may from time to time lawfully contribute thereto, an amount equal to one hundred per centum (100%) of the amount required to fully pay the interest and principal payments then due and payable on the Note.

The deposits to the Interest and Sinking Fund, as hereinabove provided, shall be made until such time as such Interest and Sinking Fund contains an amount equal to pay the principal of and interest on the Outstanding Note to maturity (including earlier redemption). Any proceeds of sale of the Note in excess of the amount required to pay the contractual obligations to be incurred (including change orders to a construction contract) shall be deposited in the Interest and Sinking Fund, which amount shall reduce the sums otherwise required to be deposited in said Interest and Sinking Fund.

SECTION 13: ***Project Fund.*** The Project Fund shall comprise part of the capital improvements fund of the Issuer. The Issuer shall deposit to the credit of the Project Fund the proceeds of the Note. The Project Fund shall be applied solely (1) to pay the costs necessary or appropriate to accomplish the purposes described herein for which the Note is issued and (2) to the extent the proceeds of the Note deposited to the Project Fund and investment income attributable thereto are in excess of the amounts required for any such purpose, to transfer such unexpended proceeds or income to the Interest and Sinking Fund.

SECTION 14: ***Security of Funds.*** All money on deposit in the Interest and Sinking Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 15: ***Remedies in Event of Default.*** In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Interest and Sinking Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the owner or owners of the Note shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided are cumulative of all other existing remedies and the specification of such remedies may not be deemed to be exclusive.

SECTION 16: ***Satisfaction of Obligations of Issuer.*** If the Issuer pays or causes to be paid, or there is otherwise paid to the Initial Purchaser, the principal of and interest on the Note, at the times and in the manner stipulated in this Ordinance, then the lien on and pledge of the ad valorem taxes of the Issuer under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holder shall thereupon cease, terminate, and be discharged and satisfied.

The Note or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Note or the principal amount(s) thereof at each Stated Maturity or (if notice of redemption has been duly given, irrevocably provided for, or waived as provided herein) to the Redemption Date, together with all interest due thereon, shall have been irrevocably deposited with the Initial Purchaser or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with an authorized escrow agent, which Government Obligations have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Note on and prior to the Stated Maturity thereof. The Issuer covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Note to be treated as an “arbitrage bond” within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Note or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent for the payment of the principal of and interest on the Note and remaining unclaimed for a period of four years after the Stated Maturity of the Note such moneys were deposited and are held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor. Any remittance of funds to the Issuer shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 17: ***Ordinance a Contract; Amendments.*** This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Note remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to the Holder of the Note, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holder of the Note, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of the Holder of the Note, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of the Holder of the Outstanding Note, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Note, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Note.

SECTION 18: ***Tax Covenants***.

A. *Not to Cause Interest to Become Taxable*. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property acquired, constructed, or improved with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on the Note not to be excludable from the gross income, as defined in Section 61 of the Code, of the owners thereof for federal income tax purposes. The Issuer shall adopt and comply with the provisions of such amendments hereof and supplements hereto as may, in the opinion of nationally recognized bond counsel, be necessary to preserve or perfect such exclusion. Without limiting the generality of the foregoing, the Issuer shall comply with each of the specific covenants in this Section at all times prior to the last maturity of the Note, *unless* and *until* the Issuer shall have received a written opinion of nationally recognized bond counsel to the effect that failure to comply with such covenant will not adversely affect the excludability of interest on the Note from the gross income of the owner thereof for federal income tax purposes, and thereafter such covenant shall no longer be binding upon the Issuer to the extent described in such opinion, anything in any other Subsection of this Section to the contrary notwithstanding.

B. *No Private Use or Private Payments.* Prior to the final Stated Maturity of the Note, (i) the Issuer shall not use or permit the use of Gross Proceeds (or any property acquired, constructed, or improved with Gross Proceeds) directly or indirectly in any Private Business Use, or (ii) the Issuer shall not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds (or use of any property acquired, constructed, or improved with Gross Proceeds) in any Private Business Use *unless* such charge or payment consists of taxes of general application within the Issuer or interest earned on temporary Investments acquired with Gross Proceeds pending application of such Gross Proceeds for their intended purposes. *"Private Business Use"* means any trade or business carried on by any Person, or any activity of any Person other than a natural person, in each case excluding state and local governments, *unless* such use is merely as a member (and, except possibly for the amount of use and any corresponding rate adjustment, is extended by the Issuer on the same terms as to all other members) of the general public.

For purposes of this *Subsection B*, property is considered to be *"used"* by a Person if:

(1) *Sale or Lease*: it is sold or otherwise disposed of, or leased, to such Person;

(2) *Management Contract*: it is operated, managed, or otherwise physically employed, utilized, or consumed by such Person, *excluding* operation or management pursuant to an agreement which meets the conditions described in I.R.S. Rev. Proc. 97-13;

(3) *Capacity, Output, or Service Commitment*: capacity in or output or service from such property is reserved or committed to such Person under a take-or-pay, output, incentive payment, or similar contract or arrangement;

(4) *Preferential Service*: such property is used to provide service to (or such service is committed to or reserved for) such Person on a basis or terms which (except possibly for the amount of use and any corresponding rate adjustment) are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally;

(5) *Developer*: such Person is a developer and a significant amount of property acquired, constructed, or improved with proceeds from the sale of the Note (or of bond anticipation notes retired with such proceeds or income from the investment thereof) serves only a limited area substantially all of which is owned by such Person, or a limited group of developers, *unless* such property carries out an essential governmental function, use by such Person is during an initial development period, and such property is developed and sold to (and occupied by) members of the general public in accordance with the Regulations; or

(6) *Other*: substantial burdens and benefits of ownership of such property are otherwise effectively transferred to such Person,

but the temporary investment of Gross Proceeds pending application for their intended purpose shall not constitute "use" of Gross Proceeds.

C. *No Private Loan*. The Issuer shall not use Gross Proceeds of the Note to make or finance loans to any Person other than a state or local government, *excluding* loans consisting of temporary investments of Gross Proceeds pending application of such Gross Proceeds for their intended purposes. For purposes of this *Subsection C*, Gross Proceeds are considered to be "*loaned*" to a Person if (1) property acquired, constructed, or improved with Gross Proceeds is sold or leased to such Person in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such Person under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of Gross Proceeds or such property are otherwise transferred to such Person in a transaction which is the economic equivalent of a loan.

D. *Not to Invest at Higher Yield*. Prior to the final Stated Maturity of the

Note, the Issuer shall not directly or indirectly invest Gross Proceeds in any Taxable Investment (or use Gross Proceeds to replace money so invested), *if*, as a result of such investment, the Yield of all Taxable Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, to the date of such investment exceeds the Yield of the Note. Notwithstanding the foregoing, however, the following Taxable Investments shall be excluded from the limitation described in this *Subsection D*:

(1) *Three Year Period for Sale Proceeds*: Taxable Investments acquired with or representing an investment of proceeds from the sale of the Note or income from the investment thereof, *but* only during the first three years after the Issue Date and, in the case of proceeds or income held for the account of the Project Fund, prior to the date on which the project or projects for which the Note is being issued have been completed, if earlier;

(2) *One Year Period for Sale Proceeds*: Taxable Investments acquired with or representing an investment of income from investment of proceeds and not described in *Clause (1)* of this *Subsection D* from the sale of the Note during the first year after receipt of such income;

(3) *Interest and Sinking Fund Deposits*: Taxable Investments acquired with or representing an investment of amounts held for the credit of the Interest and Sinking Fund, *but* only during the first 13 months after the date of deposit of such amounts;

(4) *Other Investments*: any other Taxable Investments acquired with or representing an investment of Gross Proceeds, *but* only to the extent the aggregate amount of Gross Proceeds invested in such Taxable Investment does not exceed the lesser of $100,000 or 5% of the proceeds from sale of the Note.

The Issuer shall pursue work on the project or projects for which the Note is being issued with due diligence until completion. The Issuer shall not (a) use any money to pay principal of or interest on the Note, or pledge (or permit to be pledged) or otherwise restrict any money, funds, or Investments so as to give reasonable assurance of their availability for such purpose, *except* in each case amounts deposited to the Interest and Sinking Fund, or (b) apply any proceeds from the sale of the Note or income from the investment thereof, directly or indirectly, to pay principal of or interest on any other indebtedness of the Issuer, any other governmental entity which is included within the Issuer, or any corporate or other instrumentality of the Issuer or any such governmental entity.

E. *No Federal Guarantees, Etc.* The Issuer shall not (a) use an amount of Gross Proceeds which exceeds 5% of the proceeds from the sale of the Note (i) to make loans which are guaranteed in whole or in part by the United States or any agency or instrumentality thereof, including any entity with statutory authority to borrow from the United States, or (ii) to invest in any deposit or account in a financial institution to the extent such deposit or account is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit

Union Administration, or any similar federally-chartered corporation, or (b) otherwise permit payment of principal of or interest on the Note to be directly or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality thereof, including any entity with statutory authority to borrow from the United States (*e.g.*, by the investment of amounts held for the credit of the Interest and Sinking Fund in federally-guaranteed or federally-insured obligations). Notwithstanding the foregoing, however, the Issuer may acquire:

(1) *Certain Temporary Investments*: Investments described in *Subsection D* of this Section, whether or not federally-guaranteed or federally-insured, to the extent such Investments are held during the period described in the applicable Subsection,

(2) *Treasury Investments*: Investments issued by the United States Treasury; and

(3) *Investments Permitted by Regulations*: any other Investments permitted by regulations of the United States Department of Treasury issued under Section 149(b)(3)(B)(v) of the Code.

F. *To File Informational Report.* The Issuer shall execute and file with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the *Issue Date* occurs (or by such later date as such Secretary may permit for reasonable cause or may prescribe with respect to any portion of such statement), a statement containing the information and in the form required by Section 149(e) of the Code and the Regulations thereunder.

G. *Not to Cause Note to Become Hedge Bonds*. The Issuer represents and warrants that it reasonably expects to spend 85% of the proceeds from the sale of the Note for the purposes for which the Note was issued within three years from the Issue Date. The Issuer covenants that it shall not invest more than 50% of Gross Proceeds in Taxable Investments having a substantially guaranteed yield for a period of four years or more.

H. *Rebate*.

I. *Qualified Tax-Exempt Obligations*. The Issuer hereby designates the Note as “qualified tax-exempt obligations” pursuant to section 265(b)(3) of the Code. The Issuer hereby warrants and represents that

(a) the aggregate face amount of all debt obligations issued by the Issuer in the calendar year of the Issue Date (including the Note), together with the aggregate face amount of debt obligations issued by all other Persons which derive their authority from or are subject to the control of the Issuer and which have authority to issue obligations described in Section 103 of the Code, are not reasonably expected to exceed $10,000,000;

(B) consequently, the Note is eligible to be "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

When used herein, the term "interest" includes all payments due to the United States of America pursuant to Section 18. The Mayor of the Issuer is hereby authorized to take such other action as may be necessary to make effective the designation herein.

J. *Definitions*.

As used in this Section, the following defined terms shall have the following meaning.

(a) The term "*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

(b) The term "*Gross Proceeds*" has the meaning stated in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, and includes

(1) all amounts received by the Issuer from the sale of the Note and earnings from the investment of such amounts, and

(2) all amounts held for the credit of the Interest and Sinking Fund.

(c) The terms "*Investment*" or "*Investments*" has the meaning stated in Section 1.148-1(b) of the Regulations and includes

(1) *Stock*: a share of stock in a corporation or a right to subscribe for or to receive such a share,

(2) *Debt*: any indebtedness or evidence thereof, *including* without limitation United States Treasury bonds, notes, and bills (whether or not of the State and Local Government Series) and bank deposits (whether or not certificated or interest bearing or made pursuant to a depository contract),

(3) *Annuities and Deferred Payments*: any annuity contract, or any other deferred payment contract acquired to fund an obligation of the Issuer, or

(4) *Other Property*: any other investment-type property.

(d) The term "*Issue Date*" means the date on which the Note is first delivered to the Initial Purchaser(s) against payment therefor.

(e) "*Issue Price*" of the Note of any stated maturity means the amounts set out in the Certificate of Underwriter executed on the Issue Date.

(f) *"Regulations"* means any proposed, temporary, or final Income Tax Regulation issued pursuant to Sections 103 and 141 through 150 of the Code, and Section 103 of the Internal Revenue Code of 1954, which are applicable to the Note. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

(g) The term "*Taxable Investment*" means any Investment other than

(1) *Non-AMT Tax-Exempt Obligations*: an obligation the interest on which is excluded from the gross income, as defined in Section 61 of the Code, of the owners thereof for federal income tax purposes (or, when such obligation was issued, was purported by the evidence of such obligation to be so excluded) and which is not a preference item, as defined in Section 57 of the Code,

(2) *Tax-Exempt Mutual Funds*: an interest in a regulated investment company to the extent that at least 95% of the income to the holders of such interest is interest that is excludable from gross income under Section 103(a) of the Code,

(3) *Demand SLGS*: one-day certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344, *if* the Issuer in good faith attempts to comply with all the requirements of such program relating to the investment of Gross Proceeds, and

(4) *Exempt Temporary Investments*: Taxable Investments which are held for the credit of the Current Account of the Interest and Sinking Fund.

(h) The term "*Yield*" of

(1) *Taxable Investments*: means the actuarial "yield" of all Taxable Investments allocable to Gross Proceeds on or before such date as "yield" is computed in Section 1.148-5(b) of the Regulations, and

(2) *Note*: means the actuarial yield of the Note, as computed in Section 1.148-4 of the Regulations.

SECTION 19: ***Continuing Disclosure Undertaking.***

Because the Note is sold as a private placement, the Issuer has made no undertaking with respect to continuing disclosure under the Rule.

SECTION 20: ***Mutilated, Destroyed Lost and Stolen Note.*** If (i) a mutilated Note is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required to hold each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Note has been acquired by a bona fide Holder, the Issuer will execute and the Paying Agent will register and deliver in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, or lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note of a series shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation of such series, and shall be entitled to all the benefits of this Ordinance; notwithstanding the enforceability of payment by anyone of the destroyed, lost or stolen Note.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Note.

SECTION 21: ***Confirmation of Sale.*** That the sale of the Note to First Liberty National Bank (the "*Initial Purchaser*") at the price of par is hereby approved and confirmed. Delivery of the Note to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

SECTION 22: ***Control and Custody of the Note.*** The Mayor of the Issuer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of the Definitive Note, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, City Secretary, and Director of Finance, or any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Issuer and the issuance of the Note, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Note as may be necessary for the approval of the Attorney General, registration by the Comptroller of Public Accounts and delivery of the Note to the Purchaser thereof and, together with the Issuer's financial advisor, bond counsel, and the Paying Agent, make the necessary arrangements for the delivery of the Initial Note to the Purchaser and the initial exchange thereof for Definitive Note. If requested by the Attorney General or its representatives, or if otherwise deemed necessary to properly evidence the intent of the Issuer in the adoption of this Ordinance, the Mayor or Mayor pro tem of the Issuer may make such ministerial changes in the written text of this Ordinance as such officer determines are consistent with the intent and purposes of this Ordinance, which determination shall be final and evidenced by delivery of this Ordinance to the Purchaser upon delivery of the Definitive Note. Furthermore, the financial advisor of the Issuer is hereby authorized and directed to give written instructions to the Paying Agent pertaining to receipt of payment for the Note, to the conditions for the delivery thereof to the Purchaser, and with respect to the disbursement of the proceeds of same and payment of the costs of issuance therefrom upon delivery of the Note to the Purchaser.

SECTION 23: ***Notices to Holder-Waiver***. Wherever this Ordinance provides for notice to the Holder of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of the Initial Purchaser on file with the Issuer from time to time.

Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Initial Purchaser, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice.

SECTION 24: ***Cancellation.*** A Note Issuer surrendered for payment, transfer, exchange, or replacement, if surrendered to the Issuer, shall be promptly canceled by it.

SECTION 25: ***Legal Opinion.*** The obligation of the Purchasers to accept delivery of the Note is subject to being furnished a final opinion of bond counsel, approving such Note as to its validity, said opinion to be dated and delivered as of the date of delivery and payment for such Note. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be printed on definitive printed obligations.

SECTION 26: ***CUSIP Numbers.*** CUSIP numbers may be printed or typed on the definitive Note. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Definitive Note shall be of no significance or effect as regards the legality thereof and neither the Issuer nor attorneys approving the Note as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Definitive Note.

SECTION 27: ***Benefits of Ordinance***. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer and the Holder of the Note, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer and the Holder of the Note.

SECTION 28: ***Incorporation of Preamble Recitals.*** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part hereof for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 29: ***Inconsistent Provisions***. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 30: ***Governing Law.*** This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: ***Severability.*** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 32: ***Effect of Headings.*** The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33: ***Construction of Terms.*** If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 34: ***Public Meeting.*** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED, this November 11, 2008 .

CITY OF LIBERTY, TEXAS

____
Mayor

ATTEST:

____
City Secretary

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Inspection
Category: Variance Requests

COUNCIL ACTION 2008-59

DOC ID: 1222

Consider and Approve a Variance Request, from the Sign Ordinance, for the Sonic Drive in Located at 1821 Hwy. 90.

EXPLANATION:
Robert Mann, Sr., franchise owner of the Sonic Drive In, located at 1821 Hwy 90, is requesting a variance to place a LED Board on the pole mounted sign located on the south side of the building. The building permit application for the sign was denied because of the newly adopted sign ordinance prohibiting this type of sign, prompting the owner to ask for a variance. The Planning and Zoning Commission discussed this during a meeting on October 15th and recommend the variance not be granted.

Candy Parker

.

CITY OF LIBERTY
PLANNING COMMISSION'S
CERTIFICATION

RE: **Variance request to place a LED sign board at 1821 Highway 90, Liberty, Texas**

On the **15th** day of **October, 2008**, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration on a variance request was placed on the agenda of such meeting.

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

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

hereby recommends the City Council take the following action:

_____ conditionally approve the variance request.

✓ disapprove the variance request for the following reasons:

SIGNED this the 15th day of October, 2008.

Chairperson
Planning Committee

ATTEST:

Planning Committee

August 28, 2008

Dear Mr. Wood,

As the new and current owners of Sonic Drive In Liberty, Tx. we are in the process of doing a major remodel to the building, canopy system ,menu's, driveways,interior of building etc.

Part of the Retrofit program is to upgrade the sign with an LED Board, however we have found that your ordinance #2008-6 may prevent us from doing the upgrade.

We would like to make an appeal to this ordinance at this time.

We feel the sign does not lower the standards of the community, we feel it enhances it.

Kind Regards,

Robert Mann Sr.

Partner, South Texas Restaurant investments

South Texas Restaurant Investments

6003 Hidden Lakes Dr.

Kingwood, Tx. 77345

The City of Liberty
Building/Remodel Permit Application

Date 10-1-08 ✓SIGN **Permit No.** ______

New ______ **Remodel** ______ **Addition** ______

The undersigned, in accordance with the Building Laws of The City of Liberty, Texas, hereby applies for a building permit for the purpose of erecting, remodeling, addition or repairing described as follows:

Job Location Sonic - 1821 Highway 90, Liberty Tx. 77575
Subdivision ______ **Block No.** ______ **Lot No.** ______
Or Legal Description ______

Owner Name Robert Mann Sr. **Owner Phone** 281 361 6384 - 832 215 45
Owner Mailing Address 6003 Hidden Lakes Dr. Kingwood Tx 77345

Contractor Name Amtech Lighting Services
Contractor Address 8101 Pinemont Houston, Tx 77040
Contractor Office Phone 713 690 6677 **Mobile Phone** 281 830 3980

Note: **Minimum residential setback requirements from property line are as follows:**

- **Inside Lot: Front-20 ft; each side-7 ½ ft; back-10 ft**
- **Corner Lot: Front-20 ft; street side-10 ft; interior side-7 ½ ft; back-10 ft**
- **Check setback requirements in Deed Restrictions also.**

Structure Setbacks: ______ **N** ______ **S** ______ **E** ______ **W**

Residential ______ **Sq ft** **Commercial** ______ **Sq ft** **No. Stories** ______

Principal Type of Frame: ______ **Masonry** ______ **Wood** ______ **Steel** ______ **Concrete**
Type of Sewage: ______ **City** ______ **Septic** **Type of Water:** ______ **City** ______ **Private**
Type of Heat: ______ **Gas** ______ **Electric** **Type of A/C:** ______ **Central** ______ **Window units**

Description of work to be done: Remove reader board sign. Install new electronic reader board sign.

Estimated Cost $ 5000.00 **Estimated time to complete** 1 - 2 **days**

All provisions of the local and International Building Code shall be complied with in the construction, alteration, repair, addition to, or moving of said building, whether specified or not.

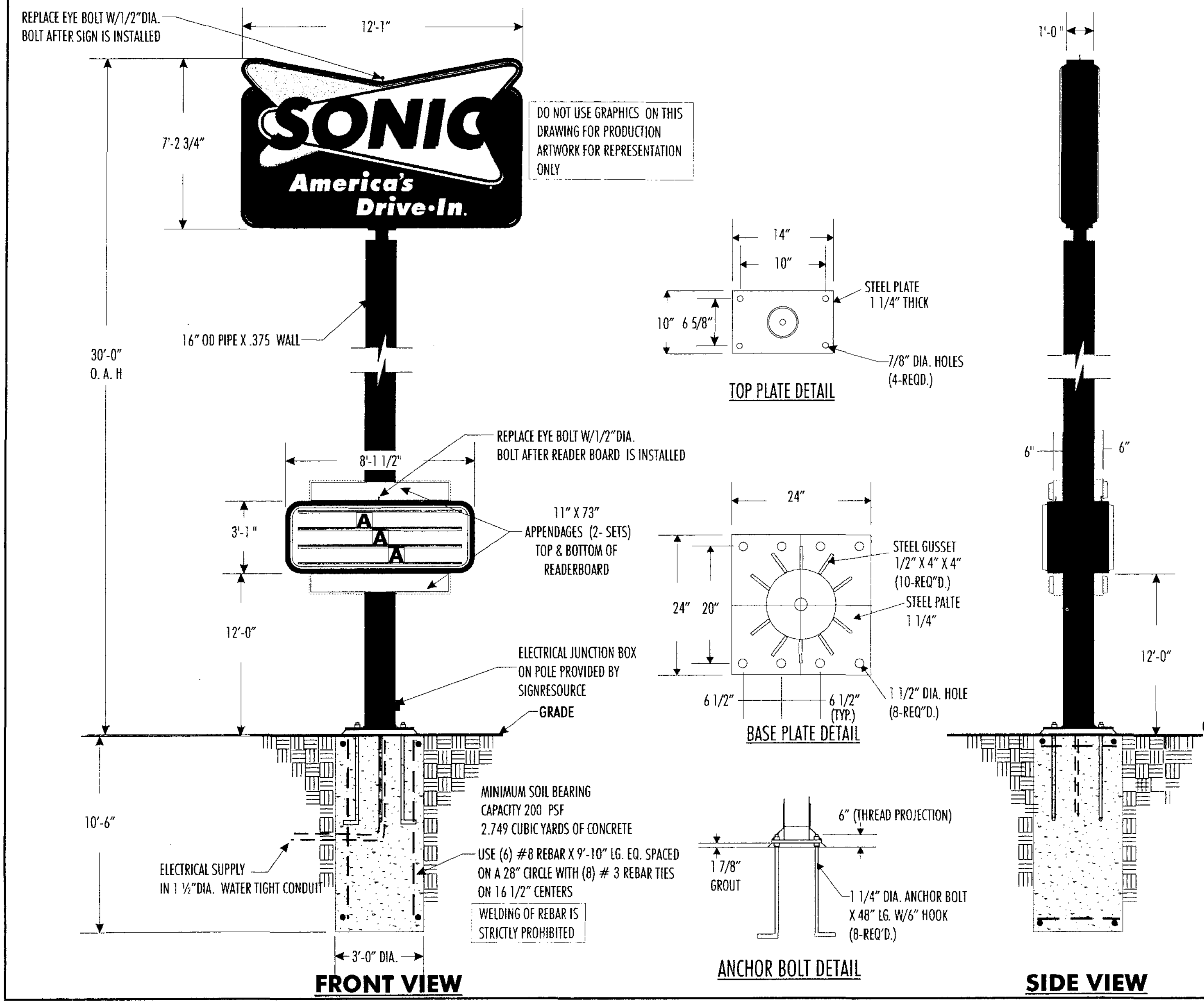
I, ______**, do solemnly swear that I have read the above and foregoing application for a Building Permit, and that the facts stated therein or true.**

This 1st **day of** October**, 20**08.

Applicant Signature: Rob McKenzie

Approved: ______

Date of Approval: ______ **Permit Fees: $** ______
(Based on current schedule of fees)



SIGN SPECIFICATIONS FOR 130 MPH WL

1. LAMPS AND BALLAST
   PRIMARY SIGN - (2) F42 T12CW/HO LAMPS
   (12) F72 T12CW/HO LAMPS
   (2) ASB2048-46E BALLAST
   (1) WH7 120L 7 BALLAST
   READERBOARD (2)- (6) F96 T12CW/HO LAMPS
   (2) ADVANCE ABS -2040-24BL BALLAST
   DT APPENDAGES (2-SETS) - (4) F72 T12CW/HO LAMP
   (4) FULHAM BALLAST WH5-120L
2. VOLTAGE - 120 VOLTS 60 HZ
3. TOTAL CONNECTED LOAD:
   WITH (2)-READER BOARDS- 18.38 TOTAL AMPS
   WITH(2)- DRIVE THRU APPENDAGES - 21.38 TOTAL AMPS
   WITH(4)- DRIVE THRU APPENDAGES - 24.38 TOTAL AMPS
4. CIRCUITS - (2) 20 AMPS CIRCUITS
5. MAX DESIGN WIN LOAD - 130 MPH
6. SIGN WEIGHT - 1450 LBS
7. POLE WEIGHT - 1750 LBS
8. INSTALLATION HARDWARE: (A.) 3/4" DIA. X 3 3/4" LG. A-325 BOLTS (4-REQD.)
   (B.) ANCHOR BOLT TEMPLATE
9. POLE WILL SHIP PRIMED. INSTALLER TO PAINT IN FIELD.

INSTALLATION INSTRUCTIONS

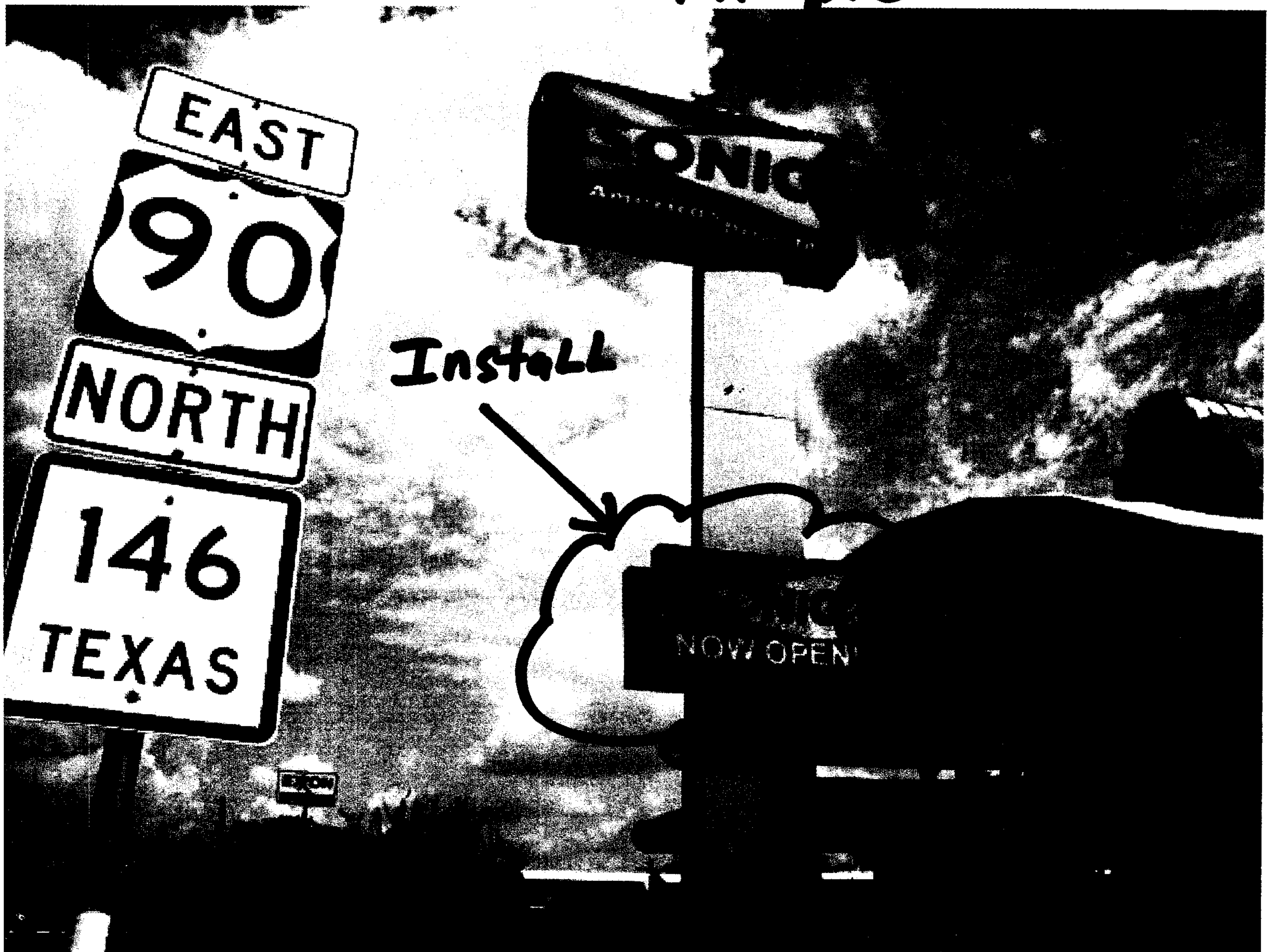
1. READ INSTRUCTIONS COMPLETELY BEFORE BEGINNING WORK
2. INSTALL FOUNDATION AND ANCHOR BOLTS 7 DAYS PRIOR TO SIGN INSTALLATION
3. UNCRATE AND TEST LIGHT ALL SIGNS, VERIFY THAT ALL COMPONENTS ARE ON SITE
4. INSTALL COLUMN SECTION ON ANCHOR BOLTS. LEVEL USING LEVELING NUTS. TIGHTEN SET NUTS.
5. INSTALL SIGN CABINET USING (4) 3/4" BOLTS SUPPLIED. DROP WIRE DOWN THE POLE TO TIE IN AT THE JUNCTION BOX AT BASE OF POLE.
6. WELD READERBOARDS TO POLE. (NOTE NOTCH ANGLES AS REQ'D.)
7. IF INSTALLING DRIVE THRU APPENDAGES POSITION THEM UNDER & ON TOP OF READERBOARD AND MATCHDRILL (2) 9/16" HOLES INTO BOTTOM& TOP OF READERBOARD CABINET 48" APART. INSTALL WITH (2) EA. 1/2" BOLTS SUPPLIED.
8. CONNECT ONE CIRCUIT TO THE PRIMARY SIGN AND ONE CIRCUIT TO THE READERBOARD & APPENDAGES AT THE JUNCTION BOX AT THE BASE OF THE POLE.
9. MAKE FINAL ELECTRICAL CONNECTIONS AT THE BASE OF THE POLE.
   NOTE: IF LOCAL CODES REQUIRED A VISIBLE SWITCH AT THE SIGN, THE INSTALLER IS RESPONSABLE FOR SUPPLYING AND INSTALLING THE SWITCH.
10. CLEAN FACES, AND SIGN CABINETS. CLEAR JOB SITE OF ALL DEBRIS.

SignResource
6135 District Blvd. • Maywood, CA 90270
800.423.4283 • Fax 323.560.7143
Website: www.signresource.net

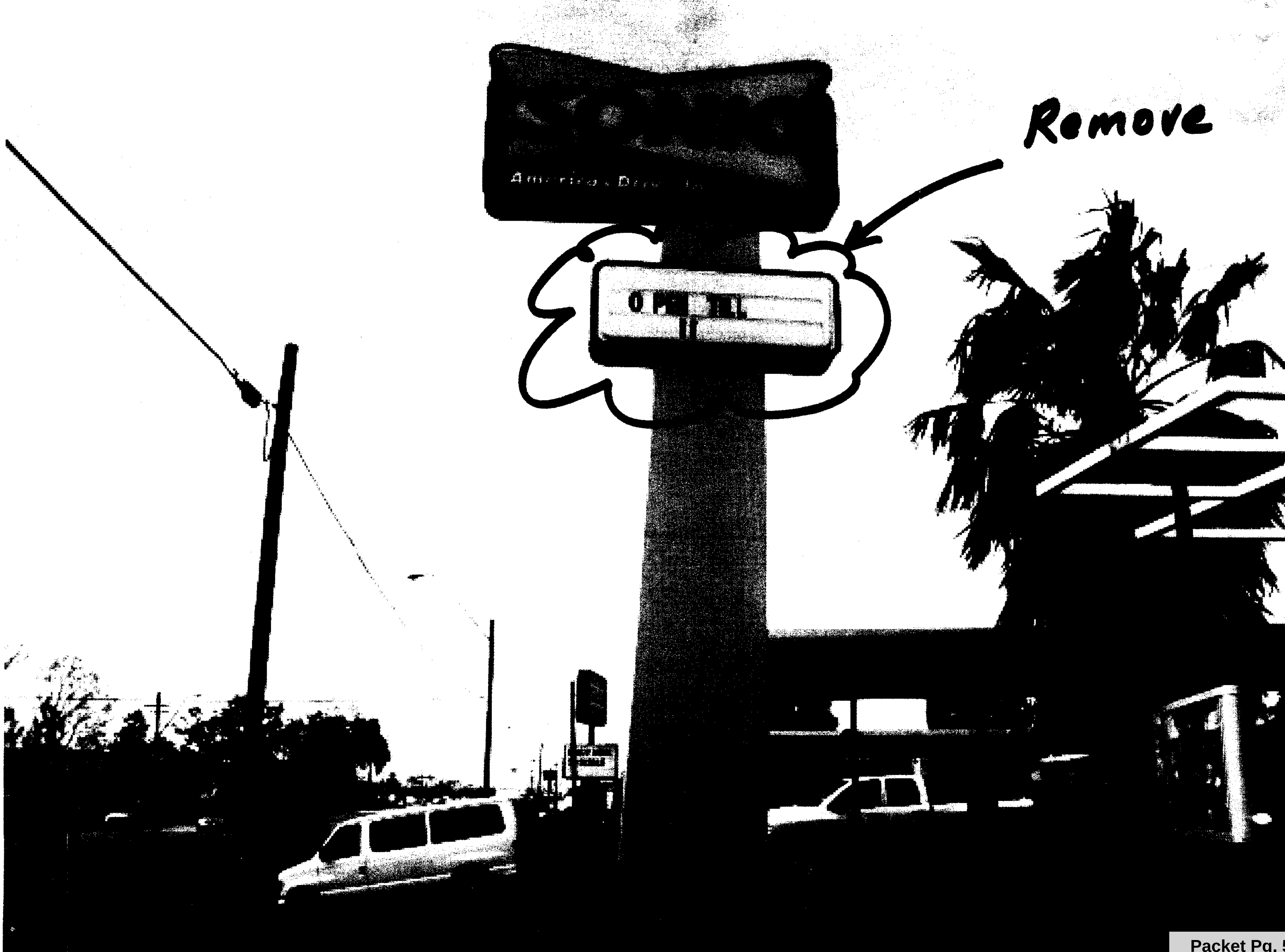
DESCRIPTION
SONIC 90 SIGN DOUBLE FACE POLE MOUNTED@ 30' O.A.H. 130 MPH WIND LOAD CAISSON FOOTING

DRAWN BY: DC
CHECKED BY:
CLIENT: SONIC
LOCATION: VARIOUS
QUOTE: VARIOUS
DATE: 1-26-07
DRAWING/PART #: SON9030CF
REV:
SHEET #: 1 OF 1

Example



1821 Highway 90



The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Inspection
Category: Variance Requests

COUNCIL ACTION 2008-60

DOC ID: 1223

Consider and Approve a Variance Request, from the Manufactured Home Ordinance, on Property Located at 1825 Reese Street.

EXPLANATION:
Jo Lynn Reynolds, property owner of 1825 Reese Street, is requesting a variance to replace her damaged manufactured home with another single wide manufactured home. Because her property is inside the "No Manufactured Home Zone", she is entitled to a one time change out. However, Ordinance No. 906 requires the replacement to be at least 24' in width and no more than three model years of age older than the current model year. Also, the new manufactured home must be placed on a permanent concrete foundation. The Planning and Zoning Commission discussed this during a meeting on October 15th and recommend the variance be granted.

Candy Parker

.

CITY OF LIBERTY
PLANNING COMMISSION'S
CERTIFICATION

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

On the **15th** day of **October, 2008**, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration on a variance request was placed on the agenda of such meeting.

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

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

hereby recommends the City Council take the following action:

✓ conditionally approve the variance request.

____ disapprove the variance request for the following reasons:

____

____

____

____

____

SIGNED this the 15th day of October, 2008.

Lawrence Wagner
Chairperson
Planning Committee

ATTEST:

____
Planning Committee

Attachment # 2: 1825 Reese Mobile Home Variance JoLynn Reynolds [Revision 1] (CA-2008-60 : Variance Request-1825 Reese Street)

Jo Lynn Reynolds
P.O. Box 402
1825 Reese
Liberty, Texas 77575

936-776-1026 Cell
936-336-4558, Ext. 221 Work

Ron Wood, City Manager
Liberty Planning and Zoning Commission
Liberty City Council

To Whom It May Concern:

Am asking for a variance for 1825 Reese. Before 9/12/08 when Hurricane Ike invaded Liberty I owned a single wide mobile home. The carport attached to mobile home lifted up and tore the roof from the home. (Pictures upon request.)

I would like to request a variance from the Liberty City Council to replace the single wide mobile home with a single wide mobile home. Upon researching the cost of replacement homes a double wide is very much outside of my price range or my needs.

Thank you in advance for your consideration to allow me to replace my mobile home with a single wide.

Sincerely,
Jo Lynn Reynolds
Jo Lynn Reynolds

Liberty CAD - 2008

Prop ID:	Owner:	Legal:
64398	REYNOLDS JO LYNN	PIRTLE, SEC 1, LOT 4

Name, Address and Property Information

Owner ID	160728	**Property ID**	64398 (Real)	**Geo ID**	007060-000005-003
Name & Address	REYNOLDS JO LYNN P O BOX 402 LIBERTY, TX 77575	**Legal Description**	PIRTLE, SEC 1, LOT 4		
% Ownership	100%	**Situs**	1825 REESE ST		
Exemptions	n/a	**Neighborhood**	LISD01 (LIBERTY ISD - IMPS ONLY)		
Map ID	52 A				

Property Value and Taxing Jurisdiction Information

		Property Values	Ag / Timber Use Value
(+)Improvement Homesite Value:	+	$16,590	
(+)Improvement Non-Homesite Value:	+	$0	
(+)Land Homesite Value:	+	$5,500	
(+)Land Non-Homesite Value:	+	$0	
(+)Agricultural Market Valuation:	+	$0	$0
(+)Timber Market Valuation:	+	$0	$0

(=)Market Value:	=	$22,090	
(-)Ag or Timber Use Value Reduction:	_	$0	

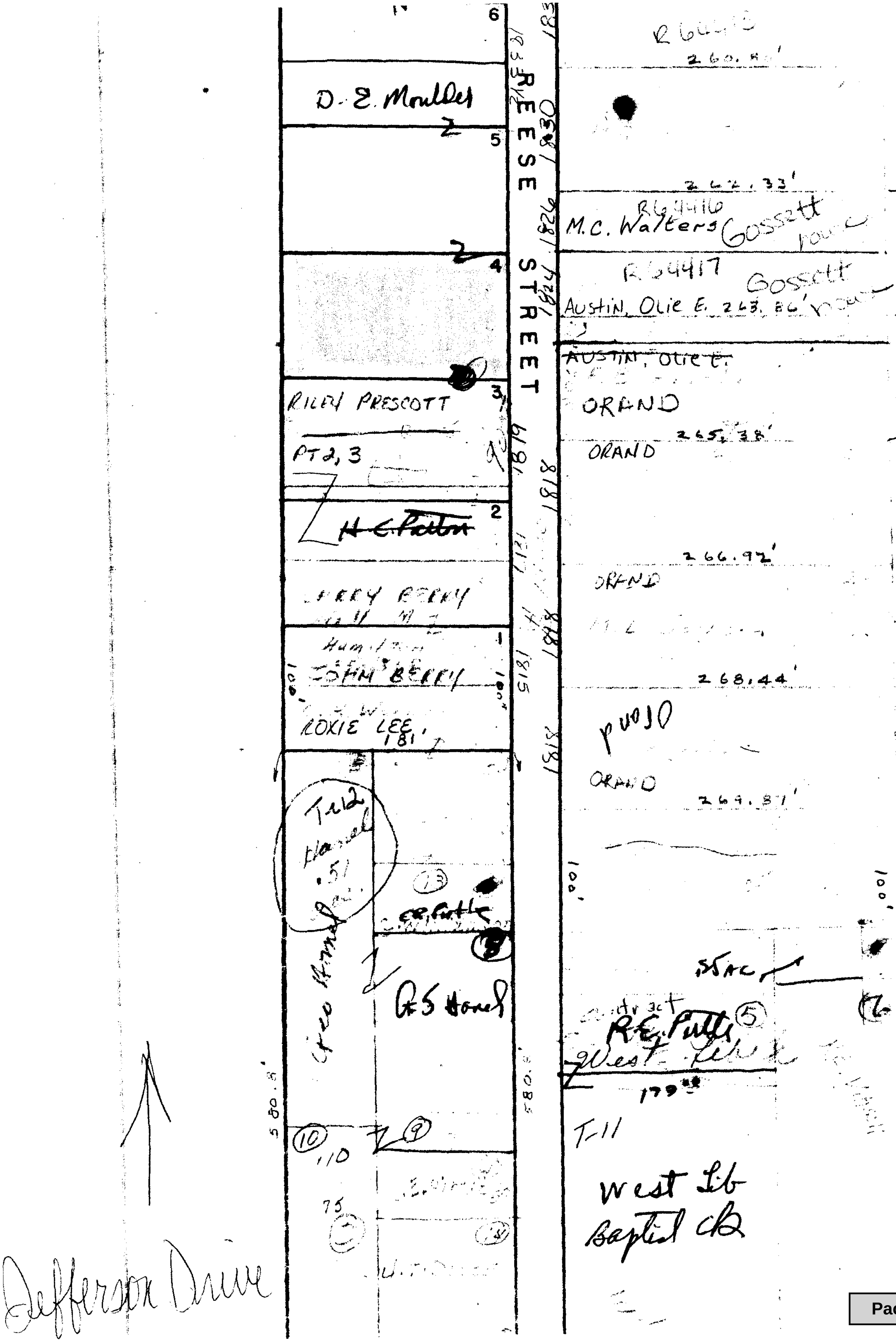
(=)Appraised Value:	=	$22,090	
(-) HS Cap:	_	$0	

(=)Assessed Value:	=	$22,090	

Owner	Percent Ownership	Total Value
REYNOLDS JO LYNN	100%	$22,090

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CLI	CITY OF LIBERTY	0.590000	$22,090	$22,090	$130.33
GLI	LIBERTY COUNTY	0.560000	$22,090	$22,090	$123.70
HD1	HOSPITAL DISTRICT 1	0.090000	$22,090	$22,090	$19.88
NAVS	NAVIGATION-SOUTH	0.018100	$22,090	$22,090	$4.00
PR1	PRECINCT 1	0.000000	$22,090	$22,090	$0.00
SLI	LIBERTY ISD	1.195100	$22,090	$22,090	$264.00
WD5	WATER DISTRICT 5	0.050000	$22,090	$22,090	$11.05
	Total Tax Rate:	2.5032			
				Estimated Tax With Current Exemptions:	$552.96
				Estimated Tax Without Current Exemptions:	$552.96

[Property] [Improvements] [Land] [Roll History] [Deed History] [Summary] [Search] [Home]


D. E. Moulder
REESE STREET
M.C. Walters
Gossett
R64417
AUSTIN, Olie E. 263.86'
~~AUSTIN, Olie E.~~
RILEY PRESCOTT
PT 2, 3
ORAND
265.38'
~~H. E. Patton~~
266.92'
ORAND
268.44'
ROXIE LEE
181'
ORAND
269.81'
T-12
E.R. Pettie
G.S. Hanel
R.E. Pettie
West Lib
179
T-11
West Lib
Baptist Ch
Jefferson Drive

ORDINANCE NO. 906

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

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

SECTION 1.

Section 1. - Definitions

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

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

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

SECTION 2.

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

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

SECTION 3.

Section 2. - Permits for Location, Alteration and Extension

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

Manufactured homes shall be permitted after February 14, 1999 only in the area denoted by the attached map and made a part of this ordinance with the exception that any existing mobile home or manufactured home in the restricted area of the city may be replaced one time by a replacement multisection HUD-code manufactured home, as provided for in Section 1.u of Ordinance No. 684.

PASSED AND APPROVED following the 1st reading this the 9th day of February, 1999.

Bruce E. Halstead
Mayor

ATTEST:

E. Bruce Mintz
City Secretary

PASSED AND APPROVED following the 2nd reading this the 23rd day of February 1999.

Bruce E. Halstead
Mayor

ATTEST:

E. Bruce Mintz
City Secretary

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM
Department: Administration
Category: Travel Trailers

RESOLUTION 2008-25

DOC ID: 1226

Consider Approval of a Resolution Regarding a Moratorium on the Issuance of Permits for Travel Trailers in the City of Liberty.

A RESOLUTION OF THE CITY COUNCIL OF LIBERTY, TEXAS, ORDERING A 120 DAY MORATORIUM ON THE ISSUANCE OF PERMITS FOR TRAVEL TRAILERS IN THE CITY OF LIBERTY

WHEREAS, a new floodplain ordinance for the City of Liberty was recently recommended by the Federal Emergency Management Agency and adopted by the City of Liberty;

WHEREAS, city management wishes to have a period of time to consider possible adjustments to locations where travel trailers are permitted within the city limits of the City of Liberty and its extraterritorial jurisdiction taking into account safety and planning considerations; and

WHEREAS, the safety and welfare of the citizens generally, and the protection of the property and safety of citizens wishing to place a travel trailer in certain areas of the City are valid concerns for the City Council of the City of Liberty.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY CITY COUNCIL OF THE CITY OF LIBERTY THAT:

A moratorium of permits for placement, and /or installation of travel trailers within the City of Liberty shall be in place for 120 days to allow City management to consider an appropriate permanent ordinance addressing said concerns. This moratorium does not apply to travel trailers that are not used as a residence for more than 14 days out of any month.

AUTHORIZATION TO EXECUTE

The Mayor of the City of Liberty is authorized to execute and the City Secretary is authorized to attest to this Order on behalf of the City Council.

EFFECTIVE DATE

This Order shall be effective immediately upon its approval.

PASSED, APPROVED AND RESOLVED by the City Council of the City of Liberty, Texas on this 11th day of November, 2008.

____

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2008-61

DOC ID: 1219

Consider and Approve, or Ratify, a Lease Agreement for the Temporary Police Department.

Copies of this agreement will be available at the Council Meeting.

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM
Department: Administration
Category: Street Issues

COUNCIL ACTION 2008-62

DOC ID: 1220

Consider and Approve a New Street Sign Program Using Liberty High School Colors.

.

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION 2008-63

DOC ID: 1217

Consider and Approve a Nomination to the Central Appraisal District Agricultural Advisory Board.

EXPLANATION:
The CAD is requesting a nomination from each taxing entity, from their respective county precinct, to the Agricultural Advisory Board. Members of this board serve two-year staggered terms and meet at least three (3) times per year. This individual must own land qualified for productivity value for at least five years.

The current Precinct 1 representative is Fredrick Freeman and he is willing to serve again, if appointed.

Dianne Tidwell

.

LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
P.O. BOX 10016/2030 SAM HOUSTON
LIBERTY, TEXAS 77575
(936) 336-5722 FAX (936) 336-8390

SEPTEMBER 11, 2008

TO: TAXING UNITS

FROM: ALAN CONNER

SUBJECT: APPOINTMENTS TO AGRICULTURAL ADVISORY BOARD

THE TERM OF THE FOLLOWING THREE AGRICULTURE ADVISORY BOARD MEMBERS WILL EXPIRE ON DECEMBER 31, 2008.

COUNTY PCT. #	BOARD MEMBER
1	FREDRICK FREEMAN
2	WALT SAUCIER
3	FRED EMORY

WE ARE ASKING FOR ONE (1) NOMINATION TO THE BOARD FROM EACH TAXING UNIT FROM THEIR RESPECTIVE COUNTY PRECINCT. PLEASE SUBMIT YOUR NOMINATION TO OUR OFFICE BY 5: OO P.M., FRIDAY, NOVEMBER 14, 2008.

ENCLOSED IS A COPY OF THE APPRAISAL DISTRICT'S BOARD POLICY ESTABLISHING QUALIFICATIONS FOR MEMBERSHIP AND AG BOARD'S FUNCTION.

THANK YOU IN ADVANCE FOR YOUR ASSISTANCE IN FILLING THE MEMBERSHIP OF THIS BOARD.

SINCERELY,

ALAN D. CONNER
CHIEF ADMINISTRATOR

ADC/LAN

STATEMENT OF POLICY **127**

RE: AGRICULTURE ADVISORY BOARD

AS PROVIDED BY SECTION 6.12 OF THE STATE PROERTY TAX CODE, THE CHIEF ADMINISTRATOR SHALL APPOINT, WITH THE ADVICE AND CONSENT OF THE APPRAISAL DISTRICT BOARD, AN AGRICULTURAL ADVISORY BOARD. THE ADVISORY BOARD SHALL CONTAIN FIVE (5) MEMBERS. ONE MEMBER MUST REPRESENT THE COUNTY AGRICUTURAL STABILIZATION AND CONSERVATION SERVICE. THE REMAINING MEMBERS WILL BE COMPRISED OF ONE PERSON FROM EACH COUNTY PRECINCT WHO OWN LAND QUALIFIED FOR PRODUCTIVITY VALUE FOR AT LEAST FIVE YEARS. AN APPRAISAL DISTRICT OFFICER OR AN EMPLOYEE MAY NOT SERVE.

MEMBERS OF THE ADVISORY BOARD SERVE TWO (2) YEARS STAGGERED TERMS AMD WILL MEET AT THE CALL OF THE CHIEF ADMINISTRATOR OR LEAST 3 TIMES PER YEAR.

THE RESPONSIBILITY OF THE ADVISORY BOARD WILL BE TO ADVISE THE CHIEF ADMINISTRATOR ON THE EVALUATION AND USE OF LAND DESIGNATED FOR AGRICULTURAL OR TIMBER APPRAISAL. THE BOARD WILL REVIEW AND ASSIST IN MAINTING LOCAL GUIDELINES FOR QUALIFICATION FOR AGRICULTURAL AND TIMBER USE.

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 11/11/08 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION 2008-64

DOC ID: 1218

Consider and Approve a Nomination to the Central Appraisal District, Appraisal Review Board.

The CAD is requesting a nomination from each taxing entity, from their respective county precinct, to the Appraisal Review Board. Members of this board serve two-year staggered terms and must be a resident of the appraisal district for at least two (2) years.

The current Precinct 1 representative is Bob Walker and he is willing to serve again, if appointed.

Dianne Tidwell

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LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
P.O. BOX 10016/2030 SAM HOUSTON
LIBERTY, TEXAS 77575
(936) 336-5722 FAX (936) 336-8390

September 10, 2008

Re: ARB Nominations

Dear Taxing Units:

The two (2) year term of the following three (3) positions on the Liberty County Appraisal Review Board (ARB) will expire December 31, 2008. Board Member, Jack Carnes has served three (3) consecutive terms on the ARB and according to Property Tax Code Section 6.412 (c) is ineligible to serve for one term.

County Pct.#	Board Member
1	Bob Walker
2	Horace Whittington
3	Jack Carnes (ineligible)

The Board of Directors has requested you submit a nominee from your area to the district office by 5:00 P.M. on November 14, 2008. The Board will make appointments at their regularly scheduled meeting on Thursday, November 20, 2008 at 9:30 A.M. Please have your nominee **complete the enclosed application** unless they are currently serving on the ARB.

According to Sec. 6.41(c) of the Property Tax Code, to be eligible to serve on the Appraisal Review Board, an individual must be a resident of the Appraisal District for two (2) years, cannot be an officer or an employee of the Appraisal District or a Taxing Unit and can only serve three (3) consecutive terms. Additionally, the law also bars from service a person who contracts for any purpose with the Appraisal District or a Taxing Unit. In addition, new members will be required to attend an ARB training session.

If you should have any questions concerning these nominations, please give me a call.
If your nomination is someone currently on the Board, please do not require them to complete the attached application.

Sincerely,

Alan D. Conner
Chief Administrator

ADC/lan

STATEMENT OF POLICY **131**

RE: QUALIFICATIONS OF APPOINTMENT OF ARB MEMBERS

ELIGIBILITY

TO BE ELGIBLE TO SERVE ON THE APPRAISAL REVIEW BOARD AN INDIVIDUAL MUST BE A RESIDENT OF THE APPRAISAL DISTRICT FOR AT LEAST TWO (2) YEARS. A MEMBER OF THE BOARD OF DIRECTORS OR AN OFFICER OR EMPLOYEE OF THE COMPTROLLER'S OFFICE, THE APPRAISAL OFFICE, OR A TAXING UNIT IS INELIGIBLE TO SERVE.

AN INDIVIDUAL IS ALSO INELIGIBLE TO SERVE IF THE INDIVIDUAL IS RELATED WITHIN THE SECOND DEGREE OF CONSANGUINITY OR AFFINITY TO AN INDIVIDUAL WHO APPRAISES PROPERTY FOR COMPENSATION FOR USE IN A PROTEST HEARING OR OF REPRESENTING PROPERTY OWNERS FOR COMPENSATION IN A PROCEEDING IN LIBERTY COUNTY.

AN INDIVIDUAL IS ALSO INELIGIBLE TO BE APPOINTED TO OR TO SERVE ON THE APPRAISAL REVIEW BOARD IF THE INDIVIDUAL OR A BUSINESS ENTITY IN WHICH THE INDIVIDUAL HAS A SUBSTANTIAL INTEREST IS A PARTY TO A CONTRACT WITH THE DISTRICT OR WITH A TAXING UNIT THAT PARTICIPATES IN THE DISTRICT. SUBSTANTIAL INTEREST SHALL BE DEFINED AS THE COMBINED OWNERSHIP OF THE INDIVIDUAL AND THE INDIVIDUAL'S SPOUSE OF AT LEAST 10 PERCENT OF THE VOTING STOCK OR SHARES OF THE BUSINESS ENTITY OR THE INDIVIDUAL'S SPOUSE IS A PARTNER, OR OFFICER OF THE BUSINESS ENTITY.

A PERSON WHO HAS SERVED FOR ALL OR PART OF THREE CONSECUTIVE TERMS AS A BOARD MEMBER IS INELIGIBLE TO SERVE ON THE APPRAISAL REVIEW BOARD DURING A TERM THAT BEGINS ON THE NEXT JANUARY 1 FOLLOWING THIRD OF THOSE CONSECUTIVE TERMS.

TERMS

THE LIBERTY COUNTY APPRAISAL REVIEW BOARD WILL CONSIST OF SIX (6) MEMBERS WHO SHALL SERVE TWO (2) YEAR, STAGGERED TERMS WITH TERMS OF AS CLOSE TO ONE-HALF (1/2) OF THE MEMBERS EXPIRING EACH YEAR. AN INDIVIDUAL WHO IS INELIGIBLE TO SERVE ON THE BOARD BECAUSE HE HAS SERVED FOR ALL OR PART OF THREE (3) PREVIOUS TERMS ON THE APPRAISAL REVIEW BOARD MAY BE REAPPOINTED TO THE BOARD AFTER THE EXPIRATION OF ONE (1) TWO YEAR TERM.

METHOD OF SELECTION

IT IS THE DESIRE OF THE BOARD OF DIRECTORS FOR THE APPRAISAL REVIEW BOARD MEMBERS TO REPRESENT THE DIFFERENT GEOGRAPHIC AREAS OF THE COUNTY. THEREFORE, THE DIRECTORS WILL STRIVE TO APPOINT ONE RESIDENT MEMBER FROM EACH OF THE FOUR COUNTY PRECINCTS AND AN ADDITIONAL TWO MEMBERS DESIGNATED AS AT LARGE MEMBERS. THE BOARD RESERVES THE RIGHT TO SELECT THE MOST QUALIFIED MEMBER REGARDLESS OF PRECINCT RESIDENCY.

THE BOARD OF DIRECTORS WILL SOLICIT NOMINATIONS FOR EACH ARB POSITION FROM THESE VOTING TAXING UNITS LOCATED IN THE PRECINCT IN WHICH THE POSITION IS LOCATED OR FROM THE LIBERTY COUNTY COMMISSIONERS COURT FOR THE AT-LARGE POSITIONS. THE DIRECTORS, UPON THEIR OWN INITIATIVE, MAY PLACE A NAME OR NAMES IN NOMINATION. A VACANCY ON THE APPRAISAL REVIEW BOARD IS FILLED IN THE SAME MANNER.

COMPENSATION

APPRAISAL REVIEW BOARD MEMBERS SHALL BE COMPENSATED AS PROVIDED BY THE APPRAISAL DISTRICT'S BUDGET. MEMBERS SHALL BE ENTITILED TO RECEIVE ONE HUNDRED ($100.00) PER MEETING BEGINNING JANUARY 1, 2005.

DUTIES AND RESPONSIBILITIES

THE APPRAISAL REVIEW BOARD IS STATUTORILY RESPONSIBLE FOR THE REVIEW OF THE APPRAISAL RECORDS FOR ACCURACY AND UNIFORMITY AND FOR THE HEARING OF TAXPAYER PROTEST AND TAXING UNIT CHALLENGES. THE APPRAISAL REVIEW BOARD SHALL ADOPT RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF THEIR MEETINGS.

IMPROPER COMMUNICATION

A MEMBER OF THE APPRAISAL REVIEW BOARD MAY NOT COMMUNICATE WITH ANOTHER PERSON CONCERNING A PROPERTY THAT IS SUBJECT OF A PROTEST EXCEPT DURING A HEARING ON ANOTHER PROTEST OR OTHER PROCEEDING BEFORE THE BOARD WHICH THE PROPERTY IS COMPARED TO OTHER PROPERTY OR USED IN A SAMPLE OF PROPERTIES. IF A BOARD MEMBER HAS COMMUNICATED WITH ANOTHER PERSON IN VIOLATION OF THIS PROVISION, THE MEMBER MUST BE EXCUSED FROM THE

PROCEEDING AND MAY NOT HEAR, DELIBERATE ON, OR VOTE ON THE DETERMINATION OF PROTEST. A BOARD MEMBER WHO IS EXCUSED MAY STATEMENT OF POLICY

BE TEMPORARILY REPLACED BY ANY PERSON WHO HAS PREVIOUSLY SERVED ON THE APPRAISAL REVIEW BOARD, AND STILL MEETS THE OTHER ELIGIBILITY REQUIREMENTS. IF NO OTHER FORMER MEMBER IS AVAILABLE, THE CHAIRMAN OF THE APPRAISAL REVIEW BOARD MAY SELECT ANY PERSON WHO IS OTHERWISE QUALIFIED FOR MEMBERSHIP AS A TEMPORARY REPLACEMENT. AN ALTERNATE MEMBER WILL BE PAID THE SAME AS A REGULAR APPRAISAL REVIEW MEMBER.

REMOVAL OF ARB MEMBER

ACCORDING TO SEC. 6.41(F) OF THE PROPERTY TAX CODE, AN ARB MEMBER MAY BE REMOVED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS GROUNDS FOR REMOVAL ARE:

1. A VIOLATION OF SECTION 6.412 OR 6.413;
2. GOOD CAUSE RELATING TO ATTENDANCE AT CALLED MEETINGS, MEMBERS ARE REQUIRED TO ATTEND AT LEAST 66 2/3 % OF CALLED MEETINGS.

TRAINING

A MEMBER OF THE APPRAISAL REVIEW BOARD MAY NOT PARTICIPATE IN A HEARING CONDUCTED BY THE BOARD UNLESS THE PERSON HAS COMPLETED AN ARB TRAINING COURSE AS PROVIDED BY SECTION 5.041 OF THE TEXAS PROPERTY TAX CODE.

APPLICATION FOR APPRAISAL REVIEW BOARD APPOINTMENT
LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

APPLICANT INFORMATION

LAST NAME	FIRST NAME	MIDDLE INITIAL
ADDRESS		
CITY		ZIP CODE
SOCIAL SECURITY NUMBER	TELEPHONE NUMBERS: DAYTIME ( )	EVENING ( )

APPRIASAL REVIEW BOARD QUALIFICATION STATEMENT

Please answer the following questions by checking "Yes" or "No"

1. Are you a resident of the Liberty County Central Appraisal District and have you resided within the District for the past two years? Yes _____ No _____

2. Are you currently employed by or are you an officer or director of the State Comptroller's Office, an appraisal district, or a taxing unit (i.e. county, school district, or special district) in any capacity? Yes _____ No _____
   If you answered "Yes" please indicate in what capacity you are employed or serve below:
   ____

3. Have you even been employed by or been an officer or director of the Liberty County Central Appraisal District or any taxing unit (i.e. county, school district, city or special district) served by the Liberty County Central Appraisal District? Yes _____ No _____

4. Do you, or does any relative of yours within the second degree by either blood or marriage, do business in the Liberty County Central Appraisal District as a paid property tax agent or as an appraiser who performs appraisals for use in property tax proceedings? Yes _____ No _____

   These are the degrees of relationship included:
   1st Degree by Consanguinity (blood): Parents, children
   1st Degree by Affinity (marriage): Spouse, spouses of relatives listed under consanguinity, stepparents, spouse's children, and stepchildren
   2nd Degree by Consanguinity (blood): Grandparents, grandchildren, brothers, and sisters
   2nd Degree by Affinity (marriage): Spouse's grandparents, spouse's brothers and sisters

5. Are you, or a business in which you hold substantial interest, a party to a contract with the Appraisal District or with a taxing unit in the District? A substantial interest means that you and your spouse together own at least 10% of the voting stock or shares in the business, or that either of you is a partner, limited partner, or officer of the business entity. Yes _____ No _____

6. Is any relative of either you or your spouse employed by the Liberty County Central Appraisal District?
   Relative's Name: ________________________________
   Degree of Relationship: ______________________________

7. Do you own property in Liberty County? Yes _____ No _____
   If "Yes" are the property taxes current? Yes _____ No _____

PERSONAL BACKGROUND

1. Have you ever been convicted of a felony or of a misdemeanor involving moral turpitude, or are you presently under indictment or other legal accusation of theft or for any felony? If "Yes" explain below the nature of the offense, date, and location: Yes _____ No _____

   ____

   ____

2. Are you a U.S. citizen? Yes _____ No _____
   If "No" are you eligible to be employed under a visa or entry permit? Yes _____ No _____

3. Use the space below to list professional society memberships, job related licenses registrations, certificates (with their numbers), and expiration dates. Provide additional comments or information that would be of assistance in considering you for this position.

   ____

   ____

   ____

EDUCATION AND TRAINING

Please indicate your level of education below:

Less than high school education ______ High school education ______ College education ______

Number of years attended college ________

Degree(s) attained ____

WORK HISTORY

(List most recent jobs first)

Include paid or verifiable non-paid experience including military service. If you have had more than one position with the same employer, please list each position separately.

Company Name ____________	Address ____________	
Type of Business ____________	Position Held ____________	Yrs of Service ______
Company Name ____________	Address ____________	
Type of Business ____________	Position Held ____________	Yrs of Service ______
Company Name ____________	Address ____________	
Type of Business ____________	Position Held ____________	Yrs of Service ______
Company Name ____________	Address ____________	
Type of Business ____________	Position Held ____________	Yrs of Service ______

In your own words, please explain why you would like to serve on the Appraisal Review Board:

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____

____

____

____

I affirm that the information provided in this application is true and correct. I further affirm that to the best of my knowledge and belief, I am not disqualified by law from accepting an appointment to the Appraisal Review Board for the Liberty County Central Appraisal District.

Signature: ______________________________ Date: ____________________