



The City of Liberty City Council

Special Called Meeting

~ Agenda ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, February 28, 2023

6:00 PM

City Council Chambers

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

I. CALL TO ORDER

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

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

III. CONSENT AGENDA

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

- A. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH GULF COAST FOR USE OF THE HOUSE AT THE LIBERTY MUNICIPAL AIRPORT.
- B. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH CHAD WALLACE FOR MOWING SERVICES AT THE LIBERTY

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

1. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDED THE BID FOR THE FIRE STATION NO. 1 RENOVATION PROJECT TO CONSTRUCTION MANAGERS OF SOUTHEAST TEXAS, LLC.**
2. City Council consider a resolution authorizing the continuation of the Unified Development Ordinance implementation process.

B. Executive Session

1. **Texas Government Code §551.071 - Private Consultation with Attorney**
Discussion with attorney regarding contemplated/pending litigation and/or regarding matters protected by attorney/client privilege.
2. **Texas Government Code §551.074 - Personnel Matters.**
To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
3. **Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.**
Discussion regarding economic development negotiations.

C. Reconvene into Regular Session

1. Consider and take possible action on legal matters discussed in executive session.
2. Consider and take possible action on personnel matters discussed in the executive session.
3. Consider and take possible action on economic development matters discussed in executive session.

V. ADJOURNMENT**A. Motion To: Adjourn**

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 24th day of February, 2023 at 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

April Gilliland

April Gilliland, City Secretary

NOTICE

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

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

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: February 28, 2023

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH GULF COAST FOR USE OF THE HOUSE AT THE LIBERTY MUNICIPAL AIRPORT.

Department: Community Development

Subject: Airport Lease Agreement

Background: The contractor for the Airport Pavement Rehabilitation Project, Gulf Coast, has approached the City regarding the use of the house at the airport. Gulf Coast wants to use the house as a construction office for the duration of the project. In return for the use of the house, Gulf Coast would pay the city \$700.00 per month and be responsible for all utilities.

The house is currently vacant. A copy of the proposed lease agreement is enclosed.

Funding Source: n/a

Staff Recommendation: Staff recommends approval of the resolution



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 2/28/2023 6:00 PM

Department: Community Development
Category: Action Item

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH GULF COAST FOR USE OF THE HOUSE AT THE LIBERTY MUNICIPAL AIRPORT.

WHEREAS, the contractor for the Airport Pavement Rehabilitation Project, Gulf Coast, has approached the City regarding the use of the currently-vacant house at the Liberty Municipal Airport; and

WHEREAS, Gulf Coast wants to use the house as a construction office for the duration of the project; and

WHEREAS, in return for the use of the house, Gulf Coast would pay the City \$700.00 per month and be responsible for all utilities; and

WHEREAS, a draft of the proposed lease agreement with Gulf Coast is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby authorizes the City Manager to negotiate and execute a lease agreement with Gulf Coast for use of the house at the Liberty Municipal Airport.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

LEASE

THIS LEASE is made and entered into the _____ day of _____, 2023, by and between the **CITY OF LIBERTY**, a Texas home-rule municipality (hereinafter referred to as “**Landlord**”), and _____ (hereinafter referred to as “**Tenant**”).

1. Demised Premises. Landlord is the owner of certain real property, located in Liberty, Liberty County, Texas, and more particularly described as a house located at the Liberty Municipal Airport (the “**Leased Property**”). Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Property.

2. Term. The term of this Lease shall be for a month to month basis, unless extended or terminated as elsewhere herein provided.

3. Rent. In consideration for the Leased Property Tenant shall pay Landlord \$700.00 per month. After expiration of the lease term, said lease shall be automatically renewed for a one month term unless notification is given to all parties in writing that a party wishes to cancel the lease.

4. Use of Leased Property. The Leased Property is to be used and occupied by Tenant as an office residence.

5. Aeronautical Purpose. The tenant shall assist with general construction activities at the Liberty Municipal Airport.

6. Governmental Compliance. Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and shall obtain and maintain all required licenses, permits, and approvals. Tenant shall also comply with all provisions of the Liberty City Code, Federal Grant Programs, Airport Plan for Liberty Municipal Airport (including the current Airport layout Plan), Environmental Regulations, Surplus Property instruments and Regulation of the Federal Aviation Administration and such rules and Regulations governing Airport operations that exist as of the date of this Lease, as well as such modifications and additions thereto as Landlord, in its reasonable discretion, may hereafter make for the Airport

7. Utilities. Tenant shall be responsible for paying and maintaining utilities during the Lease Term including but not limited to electricity, water, and/or natural gas.

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

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

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

11. Security Deposit. Tenant shall pay Landlord \$700.00 upon the signing of this agreement as a security deposit for the Leased Property. In the event that Tenant breaches this agreement or damages the Leased Property the Landlord may keep the \$700.00. Landlord will need to furnish a W9 before payment begins.

12. Insurance. Tenant shall obtain insurance covering all of Tenant's personal property located on the Leased Property at Tenant's expense.

13. Environmental Covenants and Indemnity.

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

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

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

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

a. The failure of Tenant to pay its rent on a monthly basis. Said rent is due on the first day of each month.

b. Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, if the cure of such default cannot be effected or completed within ten (10) days, Tenant shall not be in default if Tenant has commenced and is diligently pursuing such cure within the ten (10) day period; or

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

d. If Tenant violates any laws or regulations governing the Liberty Municipal Airport.

e. If Tenant violates any clause of this lease agreement.

15. Landlord Remedies. In the event of Default by Tenant, the Landlord shall be entitled to all remedies to which Landlord’s are entitled pursuant to the Texas Property Code; including, but not limited to, termination of the Lease in accordance with Paragraph

(a) below or Landlord's duties, if any, pursuant to Section 91.006 of the Texas Property Code and other applicable state laws.

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

b. In the event Landlord elects to terminate the Lease by reason of an event of Default, in lieu of exercising the rights of Landlord under the preceding subparagraph, Landlord may instead hold Tenant liable for all Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination by Landlord until date which would have been the date of expiration of the Lease Term (had Landlord not elected to terminate the Lease on account of such event of default) diminished by any net sums thereafter received by Landlord through reletting the Leased Property during said period (after deducting expenses incurred by Landlord for reletting as above provided) and discounted for present value. Actions to collect amounts due by Tenant to Landlord may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to receive any excess of Rent (or Rent plus other sums) obtained by reletting over and above the Rent herein reserved.

c. Landlord shall provide sufficient notice of intent to terminate the Lease to allow Tenant to remove any rock or surface improvements if any are place to accommodate Tenant's use of the Leased Property.

16. Quiet Possession. Tenant, upon paying the amounts provided for herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the Lease Term without any disturbance from Landlord or from any other person. However, Landlord, may, enter the premises pursuant to paragraph 22 below.

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

18. Termination of Lease. Landlord and Tenant both have the right to terminate the lease agreement by giving the other party thirty (30) days written notice of said termination.

19. Assignment and Subletting. Tenant may not assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Property without the prior written consent of Landlord.

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

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

22. Attorneys' Fees and Other Expenses. In the event either party hereto defaults in the faithful performance or observance of any of the terms, covenants, provisions, agreements or conditions contained in this Lease, the party in default shall be liable for and shall pay to the non-defaulting party all reasonable expenses incurred by such party in enforcing any of its remedies for such default, and if the non-defaulting party places the enforcement of a ll or any part of this Lease in the hands of an attorney, the party in default agrees to pay the non-defaulting party's reasonable attorneys' fees in connection therewith.

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

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

25. Notice. Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be registered, postage paid, return receipt requested. If such notice or demand be

served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

To Landlord: City of Liberty
1829 Sam Houston
Liberty, Texas 77575
Attn: Mr. Tom Warner
(936) 336-3684
Fax No. (336) 336-9846

To Tenant: _____

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

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

27. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease, not in any way affect this Lease.

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

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

30. Severability. If any term, covenant, or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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

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

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

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

LANDLORD:

CITY OF LIBERTY

Carl Pickett
Mayor, City of Liberty

ATTEST:

April Gilliland
City Secretary, City of Liberty

TENANT:

[NAME HERE]

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: February 28, 2023

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH CHAD WALLACE FOR MOWING SERVICES AT THE LIBERTY MUNICIPAL AIRPORT.

Department: Airport

Subject: Airport Mowing Services

Background: The mowing contractor at Liberty Municipal Airport, Mr. Leslie Wallace, is no longer able to continue mowing the Airport property. Due to this development, the city is proposing a new contract with Mr. Chad Wallace, who is Leslie Wallace's son. Mr. Chad Wallace will continue to mow the airport property under the same terms and conditions as the previous contract. The city will pay \$2,000 per month and will provide the fuel for mowing the airport on a monthly basis.

Funding Source: Airport Operating Budget

Staff Recommendation: Staff recommends approval of the resolution.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 2/28/2023 6:00 PM

Department: Airport
Category: Action Item

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH CHAD WALLACE FOR MOWING SERVICES AT THE LIBERTY MUNICIPAL AIRPORT.

WHEREAS, the City's mowing contractor at the Liberty Municipal Airport, Mr. Leslie Wallace, is no longer able to continue mowing the airport property; and

WHEREAS, due to this development, the City is proposing to enter into a new contract with Mr. Chad Wallace, who is Leslie Wallace's son; and

WHEREAS, Chad Wallace will continue to mow the airport property under the same terms and conditions as the previous contract with Leslie Wallace; and

WHEREAS, the City will pay \$2,000.00 per month and will provide the fuel for mowing the airport on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby authorizes the City Manager to negotiate and execute a contract with Chad Wallace for mowing services at the Liberty Municipal Airport.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: February 28, 2023

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDING THE BID FOR THE FIRE STATION NO. 1 RENOVATION PROJECT TO CONSTRUCTION MANAGERS OF SOUTHEAST TEXAS, LLC.

Department: Fire

Subject: Fire Station No. 1 Renovation Bid Award

Background: During the September 27, 2022, City Council Work Session, staff reported the architect had completed the schematic design phase and prepared cost estimates for the renovations to Station No.1. The estimated probable cost for Fire Station 1 is \$1,696,248.00, of which includes \$375,000.00 for the Roof Retro Project. When reviewing Fire Station No. 1, the architect identified major issues with the station. The areas of the building needing immediate attention included roof repairs, sealing of potential water intrusion areas, insulation, HVAC, ceiling, restrooms, sleeping quarters, day room and building code related items. City Council approved the expenditures from the Cambridge Fund during the October 25, 2022, City Council Meeting. Originally, one bid was received in December 2022, at a base bid amount of \$1,684,00.00 and an additional \$45,800.00 in alternates for a total bid of \$1,729,800.00. City council rejected this bid during the January 10, 2023, City Council Meeting. On February 21, 2023, the project was rebid and four (4) bids were received for the Fire Station No.1 Renovation Project. The base bids ranged from the apparent low bid of \$1,143,000.00 to the high bid of \$1,438,000.00. There were five alternate bid items that ranged from \$33,300.00 to \$158,943.00. The total of all bids, including the alternates, ranged from the apparent low bid from Construction Managers of Southeast Texas (CMOST) of \$1,176,300.00 to the high bid of \$1,546,165.00. The architect's revised opinion of the probable cost of the project was \$1,185,318.00. With the roof retrofit bid at \$361,850.00 and the renovation bid, if approved, at \$1,176,300.00 from CMOST, this will leave a contingency for both projects of \$158,098. The bid tabulation is enclosed.

Funding Source: Cambridge Fund

Staff Recommendation: Staff recommends approval of the resolution awarding the bid for the Fire Station No. 1 Renovation Project to Construction Managers of Southeast Texas in the amount of \$1,176,300.00.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 2/28/2023 6:00 PM

Department: Fire
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDDING THE BID FOR THE FIRE STATION NO. 1 RENOVATION PROJECT TO CONSTRUCTION MANAGERS OF SOUTHEAST TEXAS, LLC.

WHEREAS, during the September 27, 2022, City Council Work Session, City staff reported the architect had completed the schematic design phase and prepared cost estimates for the renovations to Fire Station No. 1; and

WHEREAS, the architect's revised opinion of the probable cost of the project was \$1,185,318.00; and

WHEREAS, on February 21, 2023, four (4) bids were received for the Fire Station No. 1 Renovation Project, ranging from the apparent low bid of \$1,143,000.00 to the high bid of \$1,438,000.00; and

WHEREAS, there were five (5) alternate bid items that ranged from \$33,300.00 to \$158,943.00, and the total of all bids, including the alternates, ranged from the apparent low bid of \$1,176,300.00 to \$1,546,165.00; and

WHEREAS, the bid tabulation is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby awards the bid for the Fire Station No. 1 Renovation Project to Construction Managers of Southeast Texas, LLC in the amount of \$1,176,300.00.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



Project
Owner
Location
Date/Time

Liberty Fire Station 1 Renovations
City of Liberty
City Clerk's Office, 1829 Sam Houston Street, Liberty Texas
February 21, 2023 / 2:00 PM

BID TABULATION

General Contractors	Advanced Construction	Brad Drake Constuction	Contreras Building Group	CMOST	Daniel's Building & Construction	Mike Barnett Construction	N&T Construction	Millenium Project Solution	Portfolio Builders
Receipt of Addendum 1 thru 8				X	X		X	X	
Bid Bond				X	X		X	X	
Base Bid				\$ 1,143,000.00	\$ 1,230,811.00		\$ 1,269,000.00	\$ 1,483,000.00	
Alt 1 Aluminum railings				\$ 3,700.00	\$ 8,271.00		\$ 3,955.00	\$ 6,500.00	
Alt 2 Porcelain Tile				\$ 4,000.00	\$ 3,918.00		\$ 8,955.00	\$ 9,115.00	
Alt 3 Close Cell Insulation				\$ 11,100.00	\$ 7,367.00		\$ 16,095.00	\$ 28,750.00	
Alt 4 LED Building Sign				\$ 6,500.00	\$ 7,355.00		\$ 6,955.00	\$ 6,900.00	
Alt 5 R-30 Batts above ceiling				\$ 8,000.00	\$ 137,032.00		\$ 9,000.00	\$ 11,900.00	
Calendar Days				179	120		210	280	
Grand Total				\$ 1,176,300.00	\$ 1,394,754.00		\$ 1,313,960.00	\$ 1,546,165.00	

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: February 28, 2023

Agenda Wording: City Council consider a resolution authorizing the continuation of the Unified Development Ordinance implementation process.

Department: Community Development

Subject: Unified Development Ordinance

Background: The Texas Department of Agriculture Office of Rural Affairs provided Community Development Block Grant funding for a Comprehensive Plan for the City in 2012. The purpose of this and previous plans is to allow for the orderly growth and development of the community. The document was to help the City of Liberty continue to grow in terms of economic development, better quality housing and improved infrastructure. The last Comprehensive Plan was for the period 2014-2035. The elements of the plan included ten (10) Sections in the area of Housing, Population, Land Use, Economic Development, Street System, Thoroughfare Plan, Water System, Wastewater System, Storm Drainage, Recreation and Open Space and Capital Improvement Plan. Within the Land Use Section of the plan was a map of the existing 2012 Land Use and the proposed Future Land Use. The land uses on both of the maps basically follow what would be considered zoning districts - single-family residential, multi-family residential, manufactured home, commercial, industrial and agricultural. Although the city does not currently have zoning other than at the airport, the manufactured home and recreational vehicle ordinances are basically a form of zoning, since there are limitations on where they may be located within the city.

In May of 2020, City Council approved the development of a Unified Development Ordinance (UDO) for the purpose of promoting health, safety and the general welfare of the community. The UDO consolidates in one place and in logical order of all the regulations pertaining to land use and development. The following presentation will provide an overview of the proposed UDO.

Due to the time and staff effort to continue the implementation process and receiving different viewpoints on the UDO from the City Council, staff is requesting guidance on whether to proceed with all or part of the UDO implementation.

Funding Source: na

Staff Recommendation: No staff recommendation.