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, September 8, 2009 **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	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

A. Information Item 2009-54

Fire Department Public Service Award

B. Information Item 2009-60

EMS Billing Report - Chief Collins

C. Information Item 2009-55

Alarm Ordinance Update - Chief Tidwell

D. Information Item 2009-56

Bell Tower Expense - Interim City Manager Larry Shaw

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, August 11, 2009

2. Tuesday, August 18, 2009

3. Tuesday, August 25, 2009

4. Tuesday, September 01, 2009

B. Council Action 2009-73

Consider Approval of the Final Plat of the Fontenot Cove Subdivision.

- Final Plat of the Fontenot Cove Subdivision (PDF)

C. Council Action 2009-74

Consider Appointments to the Liberty Municipal Library Board.

D. Council Action 2009-75

Consider Approval of Expenditure for Humphreys Cultural Center Furnishings and Equipment.

FISCAL IMPACT:

Total cost furniture and equipment: $243,695 Budgeted: $150,000 Grant award: $50,000 Final cost from contingency funds: $193,695

- 82109 Liberty Library Furniture Proposal rev1 (PDF)
- FF&E spread sheet (XLS)
- theater seating (JPG)

E. Resolution 2009-13

Consider a Resolution Appointing a Representative to the Sam Rayburn Municipal Power Agency Board of Directors.

F. Resolution 2009-14

Consider a Resolution Regarding a Nomination/S to the Liberty County Central Appraisal District Board of Directors.

- CAD Info 2009 (PDF)

G. Resolution 2009-15

Consider a Resolution Designating the City of Liberty as a Designated Management Agency for Wastewater Collection and Treatment.

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2009-76

Consider Approval of a Lease Agreement for Use of the Liberty Center and Related Rules and Regulations for the Liberty Center and Daniel Pavilion.

- Lease Agreement for Liberty Center (PDF)
- Rules and Regulations for Liberty Center and Daniel Pavilion (PDF)

2. Council Action 2009-77

Consider Approval for Hay Baling at the Liberty Municipal Airport.

- Hay Baling Agreement (PDF)

3. Ordinance 2009-12

Consider Adoption of an Ordinance Establishing Regulations for the Issuance of Citations for Criminal Violations of the City's Code of Ordinances.

4. Council Action 2009-78

Consider Appointments to the 2010 Houston-Galveston Area Council General Assembly.

- HGAC Gen Assem Info 2009 (PDF)

5. Ordinance 2009-13

Consider an Ordinance Establishing Fees for Heavy Trash Collection and Fees for Various Parks Department Facilities.

6. Ordinance 2009-14

Consider an Ordinance Adopting the Tax Rate for Fiscal Year 2009-2010.

7. Ordinance 2009-15

Consider an Ordinance Adopting the Budget for Fiscal Year 2009-2010.

8. Ordinance 2009-16

Consider an Ordinance Amending the Fiscal Year 2009 Budget.

9. Ordinance 2009-17

Consider a Resolution Regarding Tax Roll Approval and the Tax Levy.

10. Ordinance 2009-18

Consider Adoption of an Ordinance to Abandon a Dedicated Street in the City of Liberty.

- Abandon Street Info (PDF)

VIII. COUNCIL MEAL

IX. ADJOURNMENT

A. Motion To: Adjourn

CERTIFICATION

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 4th day of September, 2009 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 _____, 2009.

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

Meeting: 09/08/09 06:00 PM

Department: Fire & EMS
Category: Presentations

INFORMATION ITEM 2009-54

DOC ID: 1406

Fire Department Public Service Award

EXPLANATION
Award to Justin Ezell for heroism. He woke up occupant of house fire on Milam @ Lynch.

Brian Hurst

.

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

Meeting: 09/08/09 06:00 PM

Department: Fire & EMS
Category: Reports

INFORMATION ITEM 2009-60

DOC ID: 1426

EMS Billing Report - Chief Collins

EXPLANATION:
Report on changing providers for EMS billing services.

.

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

Meeting: 09/08/09 06:00 PM

Department: Police
Category: Reports

INFORMATION ITEM 2009-55

DOC ID: 1412

Alarm Ordinance Update - Chief Tidwell

EXPLANATION:
Council approved an alarm ordinance in 2008 that has not been implemented due to the hurricane and subsequent administrator changes. Due to the time elapsed since the approval of the ordinance, the Police Department would like to discuss with Council, the basic elements and fees of the ordinance.

Chief Tidwell

.

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-56

DOC ID: 1418

Bell Tower Expense - Interim City Manager Larry Shaw

.

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, August 11, 2009 **6:00 PM** **City Council Chambers**

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

I. CALL TO ORDER

The Meeting was called to order on August 11, 2009 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:04 PM by Mayor Carl Pickett.

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

II. INVOCATION

Mr. Kevin Ladd gave the Invocation.

III. PLEDGE OF ALLEGIANCE

Fire Chief Fred Collins led the Pledge to the American and Texas flags.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Interim City Manager Larry Shaw addressed the issue of problems identified with a number of city fire hydrants. Mr. Shaw stated that better communication methods have been discussed and that a means of marking out of service hydrants would be used, along with color coding these hydrants when they are placed back in service.

Mayor Pickett remarked on the following:

- A future nomination to the Central Appraisal District Board of Directors
- TML Annual Conference in Fort Worth - October 20-23, 2009.

V. PRESENTATIONS / REPORTS

1. Information Item 2009-47

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

Recycling Report

COMMENTS - Current Meeting:

Councilperson Huddleston remarked on the success of the recycling event held on May 30th, and acknowledged the assistance of City employees Harvey Joiner and Jose Ibarra, and other volunteers. Ms. Huddleston stated there would possibly be an another recycling event, prior to the end of the year.

2. Information Item 2009-48

Financial Report - July 2009

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the financials for the month of July, 2009. Ms. Herrington reported that the budget was at 83% in the General Fund; however, if hurricane revenues are removed from this fund, the budget is at approximately 96%. Therefore, the General Fund is over budget in revenues, but under budget in expenditures, at 76%. Ms. Herrington reported the other funds were doing fine, and that the department heads had done well in staying within their budgets.

Ms. Herrington stated that she had received a letter that FEMA that the 90% funding had been approved, providing the City additional funds in the amount of approximately $500,000.

3. Information Item 2009-49

Humphreys Cultural Center Expansion - Construction Draws for June & July 2009

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the draw downs for the Humphreys Cultural Center Expansion Project. In June, GTT was at 21% of construction completion and at the end of July was at 32%. Ms. Herrington reported that architect Richard Edwards has been conducting inspections of this project.

ATTACHMENTS:

- Attachment #1 - Library Construction thru July09 (PDF)
- Attachment #2 - Library Construction thru June09 (PDF)

4. Information Item 2009-50

Liberty Bell Tower Status Report

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported that a change order had been initiated with Architect Richard Edwards several weeks ago, and that Mr. Edwards was currently in the design stage for a new bell tower. Mr. Shaw stated that the architect anticipates having drawings for Council's review at the next meeting. Two different sites will be proposed, along with estimated construction costs. Mr. Shaw also reported that discussion in the budget work session would include ways in which to fund this project.

5. Information Item 2009-51

Liberty Center Rental

COMMENTS - Current Meeting:

Mr. Larry Shaw reported that a rental agreement document had been drafted which identifies various rates, addresses cleaning issues, and is customer friendly. This document will be brought before Council upon its completion.

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

6. Information Item 2009-52

Police Department 90-Day Status Report

COMMENTS - Current Meeting:

Chief Tidwell addressed the Council reporting on the activities of the Liberty Police Department, after his first 90 days as Chief. The Chief shared the department's vision and mission statements, training, and discussed outdated radio and software systems, along with revenue sources for improving both. The report also included the Department's Community Policing Programs, Civilian Police Academy, Handicap Parking Program, bicycle patrols, neighborhood watches, and the future Police Academy to be held in conjunction with College of the Mainland. Chief Tidwell also reported that the Department would be working on becoming a "Best Practices Department" through the Texas Police Chiefs Association, which will make it a state recognized department, establishing policies and procedures that will provide continuity even through subsequent chiefs.

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.

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

A. Minutes Approval

1. Tuesday, July 14, 2009

B. Council Action 2009-55

Consider Approval of March 26 & 27 as Dates for the 2010 Liberty Jubilee.

C. Council Action 2009-56

Consider the Appointment of Larry Shaw as the Interim General Manager of the Liberty Community Development Corporation.

D. Resolution 2009-10

Consider Approval of a Resolution Providing for Participation in the Waste Management Waste Watch Program.

FISCAL IMPACT:

None

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2009-57

Consider Approval of the Preliminary Plat of the Fontenot Cove Subdivision.

COMMENTS - Current Meeting:

This property is being divided to accommodate two additional lots for future home sites. A variance has been requested in order to construct a private road with crushed concrete on top of a clay base. Construction of this private road provides both homes with the required 60' road frontage.

Motion was made to approve the preliminary plat of the Fontenot Cove Subdivision.

ATTACHMENTS:

- Attachment #3 - Fontenot Subdivision (PDF)

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

2. Council Action 2009-58

Consider Approval of the Grant Management Services Contract with Public Management Inc. for the Recently Awarded $350,000 ORCA Texas Community Development Block Grant.

COMMENTS - Current Meeting:

Nic Houston, Public Management Inc., was present to address Council regarding the City's award of $350,000 by the Office of Rural Community Affairs, Community Development Block Grant, to assist in replacement of the Washington Street Lift Station.

Motion was made to approve the contract with Public Management Inc. for grant management services for the #350,000 ORCA Texas Community Development Block Grant.

ATTACHMENTS:

- Attachment #4 - 2009 TXCDBG Contract $350,000 (DOC)

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

3. Council Action 2009-59

Consider Request from Dwight Lumpkins for a Variance to the Code of Ordinances, Chapter 11, Article I, Section 11-1(B) Regarding the Discharge of Firearms in the City of Liberty.

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Mr. Dwight Lumpkins addressed the Council regarding a variance from the ordinance restricting the discharge of firearms in the city limits. Mr. Lumpkins reported that he would like to open a sporting clay shooting range on a 310 acre tract of land, two miles south of Hwy. 90. This property is isolated and is 1.5 miles from any full-time residences. Mr. Lumpkins also stated this venture would bring revenue to the city as national sporting clay events would be held at this facility, and they would also be able to hold events for charitable purposes. Lengthy discussion was held regarding the safety concerns of this request. Chief Tidwell recommended that instead of a variance, the ordinance be amended to allow this the discharge of firearms in certain areas.

Council directed City Attorney to review and amend the ordinance as discussed and this item would be brought back to the September Council meeting. No action was taken on this agenda item.

4. Council Action 2009-60

Consider Lease Purchase of Back Yard Alley Digger for Electric Department.

FISCAL IMPACT:

This is a 60 month lease purchase with Kansas State Bank for a Back Yard Alley Machine in the Electric Department.

Cost 106,129.00

Monthly Payments $2036.51

Total Pay Out $122,190.60

COMMENTS - Current Meeting:

This piece of equipment was budgeted in the current year's budget, but purchase was delayed due to Hurricane Ike. The Alley Digger is a trak vehicle used for small areas with little or no access. It may be used to set poles, hang transformers, or place a bucket on it for line work.

Motion was made to approve the lease/purchase of a back yard alley digger for the Electric Department.

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

5. Council Action 2009-61

Consider Authorizing the City Manager to Expend Funds Necessary for Emergency Repairs to the Travis Street Lift Station.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported on issues with the Travis Street Lift Station. Mr. Shaw stated that the city was in the midst of possibly losing the lift station due to groundwater issues that had gone unnoticed. Mr. Shaw further reported that an engineer had been brought in to examine the problem and that the best solution was to inject a poly plastic foam, into the voids, under and around the lift station. Two proposals have been received for this work, however Mr. Shaw recommended the proposal from URETEK for $16,400.

Motion was made to authorize the City Manager to expend the funds in the amount of $16,400 for completion of the proposed work.

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

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

6. Council Action 2009-62

Consider Approval of the Memorandum of Agreement Among the U.S. Department of Homeland Security, Federal Emergency Management Agency; the Texas Historical Commission; the Governor's Division of Emergency Management; and the City of Liberty Regarding Demolition of the City of Liberty Power Plant Building.

COMMENTS - Current Meeting:

A project was previously submitted to FEMA for funding the demolition of the Power Plant facility on Monta Street, which was damaged beyond repair by Hurricane Ike in September, 2008. The proposed Memo of Agreement sets forth the stipulations for this process. When FEMA is in receipt of all required signatures on this document, hopefully clearance will be given for demolition within 60-90 days.

Motion was made to approve the Memo of Agreement among the U.S. Department of Homeland Security, Federal Emergency Management Agency; the Texas Historical Commission; the Governor's Division of Emergency Management; and the City of Liberty for demolition of the Power Plant.

At this point in the agenda, Mayor Pickett chose to change the order of the agenda items and move to the Executive Session; after which time he will return to items 7,8,9, and 10.

ATTACHMENTS:

- Attachment #5 - MOA for Power Plant (PDF)

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

7. Information Item 2009-53

Presentation of the Proposed Budget for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw presented to Council the proposed budget for Fiscal Year 2009-2010, through use of a powerpoint presentation. Mr. Shaw reported that the after discussion of needs with the department heads, there was a million dollars difference between revenues and expenditures. Mr. Shaw stated that the challenge was to present, to Council, a filed budget that was balanced with no tax increase.

Mr. Shaw reviewed all the components of the budget, and estimated that the end of the year fund balance will be $2.8 million. At the conclusion of the presentation, Council was given a copy of the budget filed with the City Secretary and a copy of the powerpoint presentation.

8. Council Action 2009-63

Consider Setting the Date, Time and Location for a Public Hearing on the Proposed Budget for FY 09-10.

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Motion was made to set the dates of August 25 and September 1, 2009 as dates for public hearings on the budget.

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

9. Council Action 2009-64

Consider Approval of the Proposed Tax Rate for FY 2009-2010.

COMMENTS - Current Meeting:

After brief discussion, a motion was made to propose the effective tax rate of $.6228; which can be adjusted at a later date, prior to budget adoption, from anywhere between $.5900 and $.6228, without raising taxes.

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

10. Council Action 2009-65

Consider Setting the Date, Time and Location for Public Hearings on the Proposed Tax Rate for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

Motion was made to set the dates of August 25 and September 1, 2009 as dates for public hearings on the tax rate.

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

B. Executive Session

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087.
Deliberation Regarding Real Property. Gov. Code §551.072.
Consultation With Attorney. Gov. Code §551.071

1. Discussion of possible property acquisition for economic development purposes.

At 7:55 p.m, Mayor Pickett closed the open meeting, and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:38 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2009-66

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

Consider and Take Action, If Any, on Acquisition of Property for Economic Development Purposes.

COMMENTS - Current Meeting:

There was no action taken on this agenda item.

VIII. COUNCIL MEAL

Council shared an evening meal.

IX. ADJOURNMENT

1. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:54 p.m.

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

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 11, 2009 6:00 PM (Minutes Approval)

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

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 18, 2009 **5:30 PM** **City Council Chambers**

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

I. CALL TO ORDER

The Meeting was called to order on August 18, 2009 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 5:50 PM by Mayor Carl Pickett.

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

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledge to the American and Texas flags.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

V. REGULAR AGENDA

A. Executive Session

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

1. Consultation with attorney regarding litigation to collect delinquent taxes and utilities from the Liberty-Dayton Community Hospital and/or its owners.

At 5:50 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

Minutes Acceptance: Minutes of Aug 18, 2009 5:30 PM (Minutes Approval)

At 6:31 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

B. Regular Session

1. Council Action 2009-69

Consider and Possible Action Regarding Litigation with the Liberty-Dayton Community Hospital And/Or Its Owners Regarding Monies Owed to the City of Liberty.

COMMENTS - Current Meeting:

There was no action taken on this agenda item.

2. Council Action 2009-68

Consider Site Options and Authorization for Construction of a New Bell Tower.

FISCAL IMPACT:

The Bell Tower project is something that the Council has discussed including with other large projects for a bond issue in next years budget.

Naomi Herrington

COMMENTS - Current Meeting:

Architect Richard Edwards was present to address the Council regarding various options for construction of a new bell tower and proposed site options.

Mr. Edwards proposed the following:

Option #1 - Approximate same location as old bell tower; back of the Humphreys Cultural Center. This location could be tied to a walkway leading to the parking spaces on the west side and back entry of the building.

Option #2 - Front northwest corner of the Cultural Center grounds; however there is only limited gathering space causing safety concerns, and would be only limited visibility of the tower itself.

Option #3 - Center of the front entrance; opposite of proposed location in back. Also limited visibility of tower and limited gathering space resulting in safety concerns where crowds are gathered.

Discussion included contacting the Woods Family to amend the original agreement and possibly move the tower to the City Hall grounds. Also reviewed were the elevation plans, up-lighting and ground lighting, different interiors of the tower, construction materials and costs (concrete as opposed to steel), and other related topics.

There was no action taken on this agenda item.

VI. WORK SESSION

1. Work Session 2009-8

Discussion of Proposed Budget for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

A work session was held for discussion of issues relative to the proposed budget for Fiscal Year 2009-2010. Discussion centered on personnel, increasing fees, continuation of the SNAP Program, increase transfer of LCDC

Minutes Acceptance: Minutes of Aug 18, 2009 5:30 PM (Minutes Approval)

funds for administrative costs, electric department transfers, one-time expenditures, proposed certificates of obligation, and other related topics.

VII. COUNCIL MEAL

Council shared an evening meal.

VIII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 10:15 p.m.

RESULT:	**APPROVED [6 TO 1]**
MOVER:	Frank Jordan, Councilperson
SECONDER:	Al Simonson, Councilperson
AYES:	Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan
NAYS:	Carl Pickett

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 18, 2009 5:30 PM (Minutes Approval)

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

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 25, 2009 **6:00 PM** **City Council Chambers**

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

I. CALL TO ORDER

The Meeting was called to order on August 25, 2009 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:05 PM by Mayor Carl Pickett.

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

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledge to the American and Texas flags.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Pickett reported on the following:

- TML Annual Conference in Fort Worth, Texas - October 20-23, 2009
- Electric Dept. - new Backyard Alley Machine in the parking lot for viewing

V. 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.

Minutes Acceptance: Minutes of Aug 25, 2009 6:00 PM (Minutes Approval)

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

A. Council Action 2009-70

Consider Approval of an Interlocal Agreement with the Liberty Independent School District for a School Resource Officer.

ATTACHMENTS:

- Attachment #1 - SRO Agreement 2009 (PDF)

B. Resolution 2009-11

Consider Approval of a Resolution Authorizing Submission of a Grant Application for the Edward Byrne Memorial JAG Grant, for New Technology Equipment.

VI. REGULAR AGENDA

A. Regular Session

1. Public Hearing 2009-1

Proposed Budget for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

At 6:08 p.m., Mayor Pickett opened the Public Hearing on the proposed budget for Fiscal Year 2009-2010.

Discussion was held regarding various departments and their fund balances, surplus funds, and maintaining the current tax rate of $.5900. Discussion was also held relative to the recent Waters Consulting Pay Plan and possibly putting into effect the various steps of that plan.

At 6:19 p.m., Mayor Pickett closed the Public Hearing on the proposed budget.

2. Council Action 2009-71

Consider Postponement of Final Vote on the Fiscal Year 2009-2010 Budget Until September 8, 2009.

COMMENTS - Current Meeting:

Motion was made to postpone the final vote on the budget for Fiscal Year 2009-2010, until September 8, 2009.

Minutes Acceptance: Minutes of Aug 25, 2009 6:00 PM (Minutes Approval)

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

3. Public Hearing 2009-2

Proposed Tax Rate for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

At 6:20 p.m., Mayor Pickett opened the Public Hearing on the proposed tax rate. A brief discussion was held regarding keeping the tax rate between the current rate of $.5900 and the effective rate of $.6228. By maintaining a tax rate of $.5900, this provides an approximate 4.7% reduction in revenues of approximately $144,000. In light of the condition of the economy, Council discussed leaving the tax rate at $.5900.

At 6:25 p.m., Mayor Pickett closed the Public Hearing on the proposed tax rate.

VII. WORK SESSION

A. Work Session 2009-9

Discussion of Proposed Budget for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

A work session was held for discussion of issues relative to the proposed budget for Fiscal Year 2009-2010. Topics reviewed were transfers from the electric fund, capital expenditures, proposed sources of additional revenue (i.e. false alarm fees, increased ambulance fees, etc.), personnel, and other related topics. Also reviewed were the salary adjustment steps and various options for putting those steps into effect.

Also discussed was the issuance of Certificates of Obligation for the city's portion of the Cultural Center expansion, a sidewalk program, construction costs for the new Police Department, bell tower, and city garage.

At the conclusion of the work session, Council directed Interim City Manager Larry Shaw to include in the proposed budget the figures for implementing salary adjustments 1, 2, and 3, as prepared by the Waters Group, effective October 1, 2009. The Police Department's request for additional personnel (one officer, one dispatcher, and one part-time for Animal Control) will be delayed until January 1, 2010.

VIII. COUNCIL MEAL

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.

Minutes Acceptance: Minutes of Aug 25, 2009 6:00 PM (Minutes Approval)

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

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 25, 2009 6:00 PM (Minutes Approval)

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

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, September 1, 2009 **6:00 PM** **City Council Chambers**

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

I. CALL TO ORDER

The Meeting was called to order on September 1, 2009 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:01 PM by Mayor Carl Pickett.

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

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the pledge to the American and Texas flags.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Pickett thanked Interim City Manager Larry Shaw for his impromptu speech at the Rotary Luncheon on this same day.

V. REGULAR AGENDA

A. Regular Session

1. Public Hearing 2009-3

Proposed Budget for Fiscal Year 2009-2010.

Minutes Acceptance: Minutes of Sep 1, 2009 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

At 6:03 p.m., Mayor Pickett opened the Public Hearing on the proposed budget for Fiscal Year 2009-2010. There were no comments from the audience, however, Mayor Pickett, on behalf of the Council, expressed appreciation for the diligent work of the city employees.

At 6:05 p.m., Mayor Pickett closed the Public Hearing.

2. Public Hearing 2009-4

Proposed Tax Rate for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

At 6:05 p.m., Mayor Pickett opened the Public Hearing on the proposed tax rate for Fiscal Year 2009-2010. There were no comments from the audience.

At 6:06 p.m., Mayor Pickett closed the Public Hearing.

B. WORK SESSION

1. Work Session 2009-10

Discussion of Proposed Budget for Fiscal Year 2009-2010.

COMMENTS - Current Meeting:

A work session was held for discussion of issues relative to the proposed budget for Fiscal Year 2009-2010. Interim City Manager Larry Shaw summarized, for Council, the conclusions of all the previous budget work sessions. Mr. Shaw also discussed debt service and future issuance of certificates of obligation for numerous items to include the city's portion of the Library/Theater expansion , a sidewalk program, construction of a new police department, new bell tower, city garage, and an addition of a possible new electric sub-station for Boomerang, Tube LLC.

Discussion also centered on ways in which revenues could be increased by raising various fees, and by implementing alarm permits and false alarm fees, as previously authorized by the Council, and reviewing the EMS collection process.

Additional discussion included insurance funds, sales tax numbers, electric transfer numbers, competitive rates for electric, water and sewer, and miscellaneous related subjects.

C. Executive Session

Personnel Matters. Gov. Code §551.074.

1. Discussion of candidates for the position of City Manager.

At 6:36 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

D. Reconvene into Regular Session

At 7:19 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2009-72

Consider Action, If Any, on Candidates for the Position of City Manager.

Minutes Acceptance: Minutes of Sep 1, 2009 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

There was no action taken on this agenda item.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Pickett, Beasley, Huddleston, Simonson, Potetz, Jordan
ABSENT:	Mike McCarty

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 7:20 p.m.

RESULT:	**ADOPTED [UNANIMOUS]**
AYES:	Pickett, Beasley, Huddleston, Simonson, Potetz, Jordan
ABSENT:	Mike McCarty

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Sep 1, 2009 6:00 PM (Minutes Approval)

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

Meeting: 09/08/09 06:00 PM

Department: Inspection
Category: Plats

COUNCIL ACTION 2009-73

DOC ID: 1414

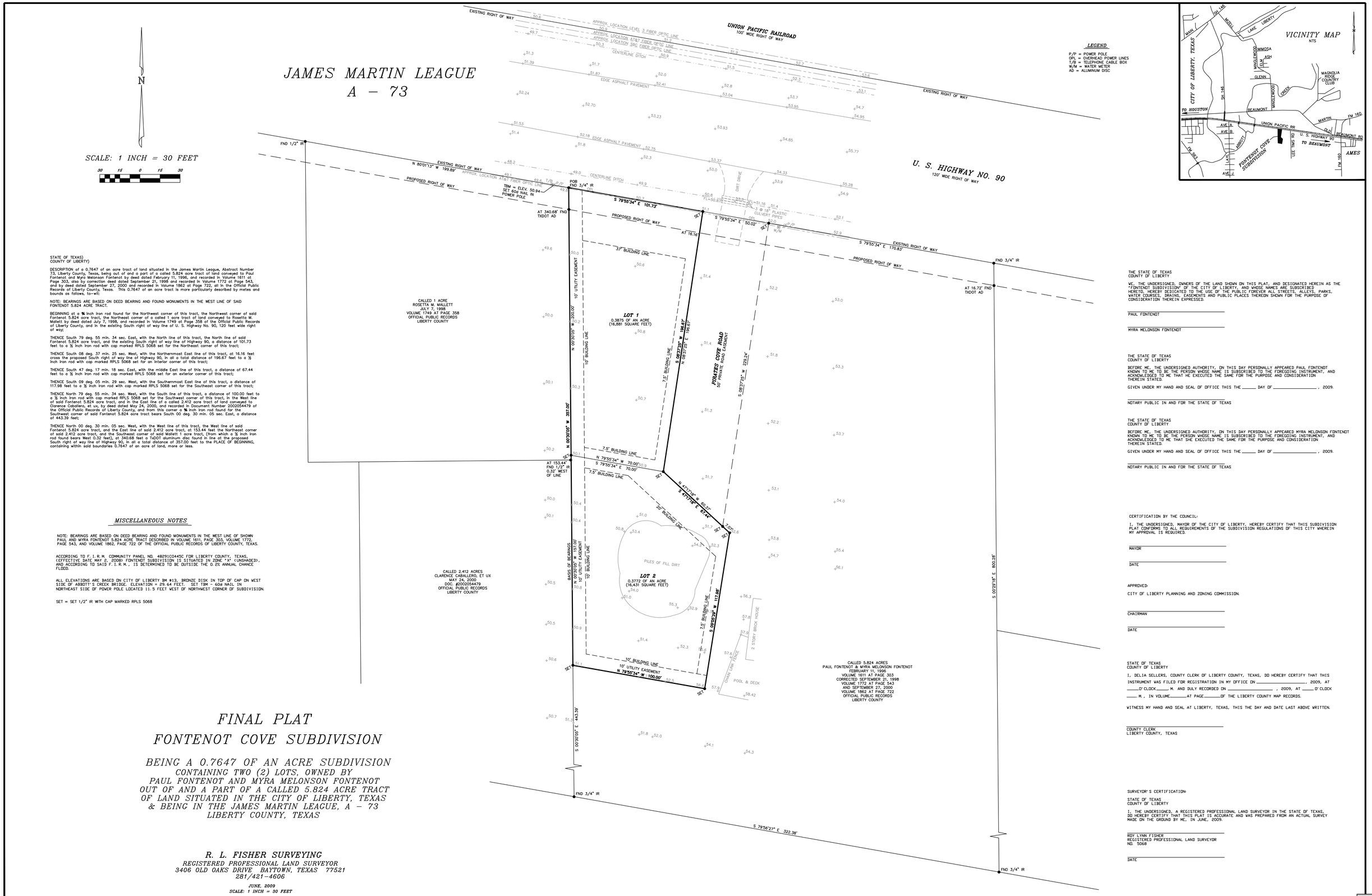
Consider Approval of the Final Plat of the Fontenot Cove Subdivision.

EXPLANATION:

H & H Land Surveyors has submitted the Final Plat of the Fontenot Cove Subdivision for approval. The plat was reviewed at the last scheduled Council meeting and was approved as platted for future residential development.

Candy Parker

.



LEGEND

P/P = POWER POLE
OPL = OVERHEAD POWER LINES
T/B = TELEPHONE CABLE BOX
W/M = WATER METER
AD = ALUMINUM DISC

STATE OF TEXAS)
COUNTY OF LIBERTY)

DESCRIPTION of a 0.7647 of an acre tract of land situated in the James Martin League, Abstract Number 73, Liberty County, Texas, being out of and a part of a called 5.824 acre tract of land conveyed to Paul Fontenot and Myra Melonson Fontenot by deed dated February 11, 1998, and recorded in Volume 1611 at Page 303, also by correction deed dated September 21, 1998 and recorded in Volume 1772 at Page 543, and by deed dated September 27, 2000 and recorded in Volume 1862 at Page 722, all in the Official Public Records of Liberty County, Texas. This 0.7647 of an acre tract is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARING AND FOUND MONUMENTS IN THE WEST LINE OF SAID FONTENOT 5.824 ACRE TRACT.

BEGINNING at a ½ inch iron rod found for the Northwest corner of this tract, the Northwest corner of said Fontenot 5.824 acre tract, the Northeast corner of a called 1 acre tract of land conveyed to Rosetta M. Mallett by deed dated July 7, 1998, and recorded in Volume 1749 at Page 358 of the Official Public Records of Liberty County, and in the existing South right of way line of U. S. Highway No. 90, 120 feet wide right of way;

THENCE South 79 deg. 55 min. 34 sec. East, with the North line of this tract, the North line of said Fontenot 5.824 acre tract, and the existing South right of way line of Highway 90, a distance of 101.73 feet to a ½ inch iron rod with cap marked RPLS 5068 set for the Northeast corner of this tract;

THENCE South 08 deg. 37 min. 25 sec. West, with the Northernmost East line of this tract, at 16.16 feet cross the proposed South right of way line of Highway 90, in all a total distance of 196.67 feet to a ½ inch iron rod with cap marked RPLS 5068 set for an interior corner of this tract;

THENCE South 47 deg. 17 min. 18 sec. East, with the middle East line of this tract, a distance of 67.44 feet to a ½ inch iron rod with cap marked RPLS 5068 set for an exterior corner of this tract;

THENCE South 09 deg. 05 min. 29 sec. West, with the Southernmost East line of this tract, a distance of 117.98 feet to a ½ inch iron rod with cap marked RPLS 5068 set for the Southeast corner of this tract;

THENCE North 79 deg. 55 min. 34 sec. West, with the South line of this tract, a distance of 100.00 feet to a ½ inch iron rod with cap marked RPLS 5068 set for the Southwest corner of this tract, in the West line of said Fontenot 5.824 acre tract, and in the East line of a called 2.412 acre tract of land conveyed to Clarence Caballero, et ux, by deed dated May 24, 2000, and recorded in Document Number 2002054479 of the Official Public Records of Liberty County, and from this corner a ¾ inch iron rod found for the Southwest corner of said Fontenot 5.824 acre tract bears South 00 deg. 30 min. 05 sec. East, a distance of 443.39 feet;

THENCE North 00 deg. 30 min. 05 sec. West, with the West line of this tract, the West line of said Fontenot 5.824 acre tract, and the East line of said 2.412 acre tract, at 153.44 feet the Northeast corner of said 2.412 acre tract, and the Southeast corner of said Mallett 1 acre tract, (from which a ½ inch iron rod found bears West 0.32 feet), at 340.68 feet a TxDOT aluminum disc found in line at the proposed South right of way line of Highway 90, in all a total distance of 357.00 feet to the PLACE OF BEGINNING, containing within said boundaries 0.7647 of an acre of land, more or less.

MISCELLANEOUS NOTES

NOTE: BEARINGS ARE BASED ON DEED BEARING AND FOUND MONUMENTS IN THE WEST LINE OF SHOWN PAUL AND MYRA FONTENOT 5.824 ACRE TRACT DESCRIBED IN VOLUME 1611, PAGE 303, VOLUME 1772, PAGE 543, AND VOLUME 1862, PAGE 722 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS.

ACCORDING TO F. I. R. M. COMMUNITY PANEL NO. 48291C0445C FOR LIBERTY COUNTY, TEXAS, (EFFECTIVE DATE MAY 2, 2008) FONTENOT SUBDIVISION IS SITUATED IN ZONE "X" (UNSHADED), AND ACCORDING TO SAID F. I. R. M., IS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.

ALL ELEVATIONS ARE BASED ON CITY OF LIBERTY BM #13, BRONZE DISK IN TOP OF CAP ON WEST SIDE OF ABBITT'S CREEK BRIDGE. ELEVATION = 29.64 FEET. SET TBM = 60d NAIL IN NORTHEAST SIDE OF POWER POLE LOCATED 11.5 FEET WEST OF NORTHWEST CORNER OF SUBDIVISION.

SET = SET 1/2" IR WITH CAP MARKED RPLS 5068

FINAL PLAT
FONTENOT COVE SUBDIVISION

BEING A 0.7647 OF AN ACRE SUBDIVISION CONTAINING TWO (2) LOTS, OWNED BY PAUL FONTENOT AND MYRA MELONSON FONTENOT OUT OF AND A PART OF A CALLED 5.824 ACRE TRACT OF LAND SITUATED IN THE CITY OF LIBERTY, TEXAS & BEING IN THE JAMES MARTIN LEAGUE, A – 73 LIBERTY COUNTY, TEXAS

R. L. FISHER SURVEYING
REGISTERED PROFESSIONAL LAND SURVEYOR
3406 OLD OAKS DRIVE BAYTOWN, TEXAS 77521
281/421-4606

JUNE, 2009
SCALE: 1 INCH = 30 FEET

THE STATE OF TEXAS
COUNTY OF LIBERTY

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "FONTENOT SUBDIVISION" OF THE CITY OF LIBERTY, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
PAUL FONTENOT

_____
MYRA MELONSON FONTENOT

THE STATE OF TEXAS
COUNTY OF LIBERTY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAUL FONTENOT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2009.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF LIBERTY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MYRA MELONSON FONTENOT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2009.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATION BY THE COUNCIL:

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

_____
MAYOR

_____
DATE

APPROVED:

CITY OF LIBERTY PLANNING AND ZONING COMMISSION.

_____
CHAIRMAN

_____
DATE

STATE OF TEXAS
COUNTY OF LIBERTY

I, DELIA SELLERS, COUNTY CLERK OF LIBERTY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2009, AT _____O' CLOCK _____ M. AND DULY RECORDED ON _____, 2009, AT _____ O' CLOCK _____ M., IN VOLUME_____AT PAGE_____OF THE LIBERTY COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL AT LIBERTY, TEXAS, THIS THE DAY AND DATE LAST ABOVE WRITTEN.

_____
COUNTY CLERK
LIBERTY COUNTY, TEXAS

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF LIBERTY

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY ME, IN JUNE, 2009.

_____
RDY LYNN FISHER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5068

_____
DATE

Attachment: Final Plat of the Fontenot Cove Subdivision (CA-2009-73 : Final Plat of the Fontenot Cove Subdivision)

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

Meeting: 09/08/09 06:00 PM

Department: Library
Category: Board Appointments

COUNCIL ACTION 2009-74

DOC ID: 1376

Consider Appointments to the Liberty Municipal Library Board.

EXPLANATION:
The Liberty Municipal Library Board is a nine member advisory board whose appointments are proposed by the Library Director and approved by the City Council. Board members must be citizens of the City of Liberty and may serve three consecutive two-year terms. The Board members whose terms expire on September 30, 2009 are: Donna Barranco, Margaret Gardzina, Paul Henry and Jerry Ursprung. All are eligible to serve another term and all have agreed to do so. The Library Director requests the reappointments of all four members.

Dana Abshier

.

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

Meeting: 09/08/09 06:00 PM

Department: Library
Category: Library Misc.

COUNCIL ACTION 2009-75

DOC ID: 1413

Consider Approval of Expenditure for Humphreys Cultural Center Furnishings and Equipment.

EXPLANATION:
The Liberty Municipal Library will need new furnishings, shelving, and additional computer equipment in the expanded building. Seating in the Humphreys-Burson Theater will be completely refurbished. Furnishings include: shelving and shelving end panels, study tables and chairs, computer chairs, lounge chairs, staff task chairs, office furniture for the director and assistant, conference room tables and chairs, meeting room chairs and tables, stand up computer search stations, children's furniture, end tables, and book display units. Facility directional signs will also be needed.

The furnishings, shelving, and end panels will be purchased from Southwest Solutions Group and the quoted prices are from the TXMAS Texas State Contract. The seating in the Humphreys-Burson Theatre will be refurbished by Texas Correctional Industries, also on state contract. Facility directional signs will also be purchased from TCI.

Computer equipment needs: various pieces of networking equipment, interruptible power supply units, an additional server, several staff computers, several public access computers, a staff laser printer, security software, print server software, internet filtering software, monitor protectors, bar code scanners, receipt printers, and children's keyboards.

The total cost for furniture, theater seating, shelving, and directional signage is $223,124. The estimated cost for computer technology is $20,571. The grand total is $243,695. $150,000 has been budgeted for furniture and equipment. We have received a $50,000 grant for shelving. The remaining $193,695 will come from expansion project contingency funds.

Dana Abshier

FISCAL IMPACT:

Total cost furniture and equipment: $243,695 Budgeted: $150,000 Grant award: $50,000 Final cost from contingency funds: $193,695

.

SOUTHWESTSOLUTIONSGROUP
business organization systems

August 24, 2009

Ms. Dana G. Abshier
Director
Liberty Municipal Library
1710 Sam Houston Ave.
Liberty, TX. 77575

RE: New Spacesaver/KI Library Furniture

Dear Dana:

Please accept my sincere thanks for giving Southwest Solutions Group the opportunity to serve you and your staff with your library furniture requirements. Our staff will always do everything possible to merit the confidence you have shown in giving us this business opportunity.

Enclosed is the proposal for the new Spacesaver/KI Library Furniture in compliance with the Texas State Contract #**TXMAS-2-711030**. This proposal is being offered for your acceptance and is guaranteed for a period of 60 days.

We look forward to working with you and your staff throughout the successful incorporation of your new library furniture. There will be many logistical considerations involved in this entire change and we understand them in a way that will minimize the time, trouble, and personnel involved.

If you have any questions or concerns, please feel free to call upon me at 832-731-9307. I appreciate the opportunity to serve you.

Sincerely,

Art Drouin
Library Specialist
Southwest Solutions Group
e-mail: adrouin@southwestsolutions.com
Partners in Storage Solutions

TX MAS

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

I. INSTALLATION/SERVICE

Once the site is prepared, our factory-trained local service technicians will work during normal working hours to complete the setup and installation of your new system. Our service representatives will maintain the equipment throughout the warranty and provide future service including parts if necessary.

II. CONFIDENCE COMPONENT

Southwest Solutions Group has multiple installations locally that will verify the completeness, professionalism, and product quality of our systems. A few of these installations include:

Austin, City of
Beaumont, City of; Tyrrell Library and Museum
Bell County Government
Bexar County Government
Cameron, City of
Dallas, City of
Fort Hood
Harris County
Houston, City of
Lackland Air Force Base
Robertson County
San Antonio, City of
Giddings ISD
Round Rock ISD
Sam Houston Regional Library & Research Center
Social Security Administration
Southern Methodist University
Tarrant County Government
Texas A & M University
TNRCC (new name TCEQ)
Texas Dept of Public Safety
Texas Tech University
Texas Dept of Transportation
Texas Wesleyan University
United States District Courts

THE SPACESAVER GROUP HAS INSTALLED OVER 50,000 UNITS IN NORTH AMERICA

...and over 15,000 other installations across Texas, Oklahoma, Kansas, Arkansas and Tennessee!

See more testimonials at http://www.southwestsolutions.com/testimonials

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

III. PROPOSAL PAGE

Ms. Dana G. Abshier
Liberty Municipal Library
1701 Sam Houston Ave.
Liberty, TX. 77575
RE: New Spacesaver/KI Library Furniture

Date: August 24, 2009
Proposal #:LML-1 KY.pro
Terms: Per TXMAS Contract
F.O.B. Destination – Per TXMAS
Delivery: 12-14 weeks to ship and install

Spacesaver/KI Library Furniture

To provide your facility with the library furnishings you desire, we are recommending the incorporation of Spacesaver/KI furniture per the attached drawing to consist of the following:

LIBERTY MUNICIPAL LIBRARY FURNISHINGS

BROWSING LOBBY - WORK GROUP 102

1 - ORLO #2002 round table, wood veneer top; 24"dia.x 22"H; Wood finish-Legacy Ebony on Beech; no jewel detail		**$ 896.00**
1– ORLO #2012 rectangular table; wood veneer top; 22"x42"x18H; Wood finish-Legacy Ebony on Beech; no jewel detail		**$ 997.00**
6 - LOLA #5923WA/NC lounge chair w/wood arm caps, Select non-contrast fabric: Grade H- Holy Cow-Sea Misty; Wood finish: Legacy Ebony on Beech; no moisture barrier.	$ 1,133.00/ea	**$ 6,798.00**
6 - VERSA #96NAL chairs; standard four leg armless, upholstered, non-ganging;G1 fabric-Tuxedo; round back	$ 237.00/ea	**$ 1,422.00**
1 - VENUE #FD1437; "F" base; double pedestal 26X37"; Flannel		**$ 374.00**
1 - VENUE U36-74P laminate top; rectangular 36x72; 74P edge Flannel; WilsonArt Amber Cherry laminate		**$ 554.00**
BROWSING LOBBY NET TOTAL		**$ 11,041.00**

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

LIBERTY MUNICIPAL LIBRARY FURNISHINGS (cont.)

JUVENILE AREA - WORK GROUP 103

4 – ATHENS #AH3R3629NN-74P 36"dia.x29"H round table; 74P edge; Flannel color edges and base; Laminate: Amber Cherry $ 390.00/ea		**$ 1,560.00**
1 - VENUE #FD1437 "F" ; double pedestal 26X37"base; Flannel		**$ 374.00**
1 - VENUE U36-74P laminate top; rectangular 36x72; 74P edge Flannel; WilsonArt Amber Cherry laminate		**$ 554.00**
8 - VERSA #96NAL chairs; standard four leg armless, upholstered, non-ganging;G1 fabric-Blue on Blue; Nordic frame color; Steel glides; round back	$ 237.00/ea	**$ 1,896.00**
8 - VERSA #SM9386879 chairs; standard four leg armless, upholstered, non-ganging;G1 fabric-Rain Forest; Marine Teal frame color; Steel glides; round back	$ 237.00/ea	**$ 1,896.00**
8 - VERSA #SM9386881 chairs; standard four leg armless, upholstered, non-ganging;G1 fabric-Purple Haze; Abracadabra frame color; Steel glides; round back	$ 237.00/ea	**$ 1,896.00**
9 - VERSA #SM9386878 chairs; standard four leg armless, upholstered, non-ganging;G1 fabric-Fire Opal; Bordeaux frame color; Steel glides; round back	$ 237.00/ea	**$ 2,133.00**
	JUVENILE TOTAL NET	**$ 10,309.00**

CHILDRENS AREA 1 – WORK GROUP 105

2 - VENUE #FD1431 "F" ; double pedestal 26X31"base; Flannel; $374.00/ea		**$ 748.00**
3 - VENUE #FD1437 "F" ; double pedestal 26X37"base; Flannel; $374.00/ea		**$ 1,122.00**
2 - VENUE U34-74P laminate top; rectangular 36x48; 74P edge Flannel; WilsonArt Amber Cherry laminate	$ 365.00/ea	**$ 730.00**
3 - VENUE U36-74P laminate top; rectangular 36x72; 74P edge Flannel; WilsonArt Amber Cherry laminate	$ 554.00/ea	**$ 1,662.00**
6 - VERSA #SM9386878 standard four-leg armless chair; upholstered; non-ganging; G1 fabric-Fire Opal; Bordeaux frame color; Steel glides; round back;	$ 237.00/ea	**$ 1,422.00**
6 - VERSA #SM9386879 standard four-leg armless chair; upholstered; non-ganging; G1 fabric-Fire Opal; Bordeaux frame color; Steel glides; round back;	$ 237.00/ea	**$ 1,422.00**
7 - VERSA #SM9386881 chairs; standard four leg armless, upholstered, non-ganging;G1 fabric-Purple Haze; Abracadabra frame color; Steel glides; round back	$ 237.00/ea	**$ 1,659.00**
7 - VERSA #96NAL chairs; standard four leg armless, upholstered, non-ganging;G1 fabric-Blue on Blue; Nordic frame color; Steel glides; round back	$ 237.00/ea	**$ 1,659.00**
	CHIDRENS AREA 1 NET TOTAL	**$ 10.424.00**

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

LIBERTY MUNICIPAL LIBRARY FURNISHINGS (cont.)

CHILDRENS AREA B – WORK GROUP 105

5 - #VJT30R/21 Junior round table; 30"dia; 21"H; Frame & edge color: Flannel; Laminate color: WilsonArt Amber Cherry	$ 297.00/ea	$ 1,485.00
20-VERSA #VJPNAL Junior chairs; Poly; 13" seat height; Colors: 5-Bordeaux, 5-Nordic, 5-Marine Teal & 5-Abracadabra (#SM9386880)	$ 144.50/ea	$ 2,890.00
CHIDRENS AREA B NET TOTAL		**$ 4,375.00**

CIRCULATION WORKROOMS 106 & 122

4 -IMPRESS ULTRA TASK CHAIR #K174/JR37; Pedestal base, Carpet casters; Mesh mid back; Adjustable arms; Upholstered seat ; Fabric Grade 1: Tuxedo	$ 485.00/ea	$ 1,940.00
CIRCULATION WORKROOMS NET TOTAL		**$ 1,940.00**

TEEN AREA – WORK GROUP 107

8 - VERSA #96NAL chairs; standard four leg; armless, upholstered, non-ganging;G1 fabric-Blue on Blue; Nordic frame color; Steel glides; round back	$ 237.00/ea	$ 1,896.00
1 - ATHENS #AH3R3042NN-74P 30"dia.x42"H round table; 74P edge; Flannel color edges and base; Laminate: WilsonArt Amber Cherry		$ 382.00
1 - ATHENS #AH3S3042NN-74P 30"x30"x42"H square table; 74P edge; Flannel color edges and base; Laminate: WilsonArt Amber Cherry		$ 372.00
8 - VERSA #S96NAL stool; armless, upholstered, G1 fabric- Tuxedo; Flannel frame color; Steel glides	$ 406.00/ea	$ 3,248.00
1 - VENUE #U255-74P rectangular laminate top; 30"x60:; 74P edge: Flannel; WilsonArt Amber Cherry		$ 399.00
3 - SELA #1323/NC lounge chairs; Non-contrast; Fabric: Grade J; Colors: 1-Pacific Blue, 1-Forest Green, 1-Shadow; Base: Flannel	$ 1,173.00/ea	$ 3,519.00
TEEN AREA NET TOTAL		**$ 9,816.00**

REFERENCE AREA – WORK GROUP 108

7 - VERSA #96NAL chairs; standard four leg armless, upholstered, non-ganging;G1 fabric- Tuxedo; Flannel frame color; Steel glides; round back	$ 237.00/ea	$ 1,659.00
3 - ATHENS #AH3S3029NN-74P 30"x30"x29"H square table; 74P edge; Flannel color edge, column and base; Laminate: WilsonArt Amber Cherry	$ 365.00/ea	$ 1,095.00
REFERENCE AREA NET TOTAL		**$ 2,754.00**

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

LIBERTY MUNICIPAL LIBRARY FURNISHINGS (cont.)

ADULT AREA – WORK GROUP 109

3 - ORLO #2001 round table, wood veneer top; 20"dia.x 22"H; Wood finish: Legacy-Ebony on Beech; no jewel detail	$ 759.00/ea	**$ 2,277.00**
3 - ORLO #2002 round table, wood veneer top; 24"dia.x 22"H; Wood finish-Legacy Ebony on Beech; no jewel detail	$ 896.00/ea	**$ 2,688.00**
15-TEA CUP #5723/FC lounge chairs; Upholstered arms; Fabric back and seat: Grade J-Holy Cow; Color: Nighttime Navy; Fabric body: Grade J-Prism; Color: Mosaic; Textured black legs No moisture barrier	$ 1,247.00/ea	**$ 18,705.00**
14-VERSA #96NAL chairs; standard four leg armless, upholstered, non-ganging;G1 fabric- Tuxedo; Flannel frame color; Steel glides; round back	$ 237.00/ea	**$ 3,318.00**
1 - VENUE #FD1431 "F" ; double pedestal 26X31"base; Flannel		**$ 374.00**
1 - VENUE #FD1437 "F" ; double pedestal 26X37"base; Flannel		**$ 374.00**
2 -IMPRESS ULTRA TASK CHAIR #K174/JR37; Pedestal base, Carpet casters; Mesh mid back; Adjustable arms and height; Upholstered seat ; Fabric Grade 1: Tuxedo	$ 485.00/ea	**$ 970.00**
1 - VENUE #U255-74P rectangular laminate top; 30"x60"; 74P edge-Flannel; WilsonArt Amber Cherry		**$ 399.00**
1 - VENUE #U34-74P rectangular laminate top; 36"x48"; 74P edge: Flannel; WilsonArt Amber Cherry		**$ 365.00**
1 - VENUE #U36-74P rectangular laminate top; 36"x72"; 74P edge: Flannel; WilsonArt Amber Cherry		**$ 554.00**
	ADULT AREA NET TOTAL	**$ 30,024.00**

COMPUTER AREA – WORK GROUP 110

13-VERSA #96NAL chairs; standard four leg armless, upholstered, non-ganging;G1 fabric- Tuxedo; Flannel frame color; Steel glides; round back	$ 237.00/ea	**$ 3,081.00**
1 -ATHENS #AH3S3629NN-74P 36"x36"x29"H square table; 74P edge; Flannel color edge, column and base; Laminate: WilsonArt Amber Cherry		**$ 387.00**
	COMPUTER AREA NET TOTAL	**$ 3,468.00**

BREAKROOM AREA – WORK GROUP 118

6 -VERSA #15NALP chairs; standard four-leg armless, Poly, non-ganging;G1 fabric- Tuxedo; Flannel frame color; Steel glides; round back	$ 237.00/ea	**$ 3,081.00**
1 –PORTICO #P355F-74P rectangular fixed leg table; 42"x60"x29"H; No grommets or wireways; Base,edge & end cap color: Flannel; Laminate color: WilsonArt Amber Cherry		**$ 766.00**
	BREAKROOM AREA NET TOTAL	**$ 3,847.00**

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

LIBERTY MUNICIPAL LIBRARY FURNISHINGS (cont.)

CONFERENCE ROOM – WORK GROUP 119

2 –SYNTHESIS #S358F-UC rectangular conference tables; 42”x96”; fixed base; Undercut edges; Wood finish-Core; Wood finish color: Cinnamon on Maple; Painted surface color: Flannel; 2-Power up modules per table; Under table wire management and leg wireways	$ 2,461.00/ea	$ 4,922.00
14-IMPRESS ULTRA TASK CHAIR #K174/JR37; Pedestal base, Carpet casters; Mesh mid back; Adjustable arms and height; Upholstered seat ; Fabric Grade 1: Tuxedo	$ 485.00/ea	$ 6,790.00
CONFERENCE AREA NET TOTAL		**$ 11,712.00**

DIRECTOR’S AREA – WORK GROUP 120

2 -VERSA #96NAL chairs; standard four leg armless, upholstered, non-ganging;G1 fabric- Tuxedo; Flannel frame color; Steel glides; round back	$ 237.00/ea	$ 474.00
1 -IMPRESS ULTRA TASK CHAIR #K178/JR37; Pedestal base, Carpet casters; Mesh high back; Adjustable arms and height; Upholstered seat ; Fabric Grade 1: Tuxedo		$ 540.00
1 -CPU SLING #CPU.SLING		$ 105.00
1 -SLIDING KETBOARD DRAWER #KBD.30.BL for 30”D work-surfaces		$ 100.00
1 -ARISTOTLE #KBR4824H bridge return; 24”x48”x29”H; Full height modesty panel; Color: Biltmoore Cherry		$ 282.00
1 -ARISTOTLE #KCFR7224.H lateral file credenza; 24”x72”x29”H; Standard integral pulls (2); Keyed alike; 2-3/4” grommet; Color: Biltmoore Cherry		$ 889.00
1 -ARISTOTLE #KM28F.H mobile pedestal-box/box/file; locking; Standard integral pulls (3); 27-1/2”H; Color: Biltmoore Cherry		$ 476.00
1 -ARISTOTLE #KOD7236.H closed overhead; 4-doors; 16”Dx72”Wx36”H; Color: Biltmoore Cherry		$ 647.00
1 -ARISTOTLE # KPLM7242 P-Top left hand; 42/30”x72”x29”H; 14”H modesty panel (standard); Color: Biltmoore Cherry		$ 594.00
1 -ARISTOTLE #KTK72 tackboard for 36”H O/H ; 68”x3/4”Dx17”H; Fabric Grade-1		$ 127.00
1 -#TLT5.48 48”W task light; universal for 72” O/H		$ 48.00
DIRECTORS AREA NET TOTAL		**$ 4,282.00**

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

LIBERTY MUNICIPAL LIBRARY FURNISHINGS (cont.)

SECRETARY AREA – WORK GROUP 121

1 -IMPRESS ULTRA TASK CHAIR #K178/JR37; Pedestal base, Carpet casters; Mesh high back; Adjustable arms and height; Upholstered seat ; Fabric Grade 1: Tuxedo		**$ 540.00**
1 -CPU SLING #CPU.SLING		**$ 105.00**
1 -SLIDING KETBOARD DRAWER #KBD.30.BL for 30"D worksurfaces		**$ 100.00**
1 -ARISTOTLE #KBR4824H bridge return; 24"x48"x29"H; Full height modesty panel; Color: Biltmoore Cherry		**$ 282.00**
1 -ARISTOTLE #KCFR7224.H lateral file credenza; 24"x72"x29"H; Standard integral pulls (2); Keyed alike; 2-3/4" grommet; Color: Biltmoore Cherry		**$ 889.00**
1 -ARISTOTLE #KSPL7236B.H single pedestal desk; 36"x72"x29"H; box/box/file pedestal; standard integral pulls; keyed alike; full height modesty panel; Color: Biltmoore Cherry		**$ 778.00**
SECRETARY AREA NET TOTAL		**$ 2,694.00**

FLIP TOP TABLES:

6 -HURRYUP Flip top tables #HUN3672; 36"x72"; 74P edge; Base and edge color: Flannel; Laminate top color: WislonArt Amber Cherry	693.00/ea	**$ 4,158.00**
FLIP TOP TABLES NET TOTAL		**$ 4,158.00**

STACKING CHAIRS:

60-MAESTRO poly stacking chairs: color: Flannel	$ 81.00/ea	**$ 4,860.00**
STACKING CHAIRS NET TOTAL		**$ 4,860.00**

TRANSITION COMPUTER STATIONS – WORK GROUP 142

2 -CROSSROADS #CRSUS3036S-M computer station; starter-single; 30"Dx36"W, Maple; curved panel; curved base; 1-grommet; Color: Cherry Storm stain on Maple or WilsonArt Amber Cherry	$ 2,558.00/ea	**$ 5,116.00**
TRANSITION COMPUTER STATIONS NET TOTAL		**$ 5,116.00**

FURNITURE NET TOTAL	**$120,820.00**
DEL/INSTALL	**$ 8.840.00**
GRAND TOTAL	**$129,660.00**

Price is for a complete "turnkey" project to include all furniture, freight, delivery, storage (as required) and a two phase installation and assumes free access to your cleared area with installation during normal business hours (M-F; 8-5). Please allow 10-12 weeks lead-time ARO. **NOTE: Furniture with non-standard WilsonArt Amber Cherry laminate will require an additional two (2) weeks lead-time.** Sales tax has not been included.

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

IV. INVESTMENT DETAILS

Your investment includes all necessary design services, engineering, manufacturing, packaging, freight, inside delivery, un-packaging, on-site inspection for damage, installation by factory certified technicians, cleanup of area, removal of all debris, warranty, and everything necessary for a successful and complete installation.

- ✓ Per TXMAS Contract, **Purchase Orders** are to be faxed to:

Southwest Solutions Group
600 Round Rock West Drive, Suite 604
Round Rock, TX 78681
FAX (512) 336-1358

So that we may process your order in a timely manner, Please address contract as shown above.

- ✓ Per TXMAS Contract, **Invoices** will be mailed from and **"Remit To"** payments sent to the address below:

Southwest Solutions Group
4355 Excel Parkway, Suite 300
Addison, TX 75001

Texas State Contract #TXMAS-2-711030

Period in effect: August 1, 2002 through October 30, 2013

Southwest Solutions Group
D & B: 17-190-9963
Federal Tax ID: 75-2703228

Spacesaver Corporation
D & B: 79-683-0029
Federal Tax ID: 39-1054766

Note: Above estimate is guaranteed for a period of sixty (60) days* from the date of this proposal. Pricing will be subject to change after that period. The above estimate does not include applicable local or state sales tax. Liberty Library is tax exempt. Please provide tax certificate upon order placement.

By: Art Drouin

Approved by: _____

Date:_____

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

V. SCOPE OF WORK

By Southwest Solutions Group

- Expedite manufacturing to meet delivery schedules.
- All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty.
- Complete turnkey installation services by factory certified technicians and training of staff.
- All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. / Monday - Friday) unless otherwise noted on the Proposal Page. If work is required outside of these hours, overtime rates will apply.
- Provide storage at local warehouse. Personal coordinator to insure prompt installation of new equipment as well as coordinating manufacturing to meet delivery schedules.

By Liberty Municipal Library

- Approve proposal page with signature and forward it to us with initial payment.
- Provide purchase order number when appropriate.
- Provide color selection of equipment.
- Provide a cleared work area where new system is to be constructed. If area is not pre-cleared prior to installer's arrival, add $34.00 per hour, per installer for area to be cleared or for stand by time while area is cleared by others.
- Pay all appropriate state and local sales tax as necessary.
- If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform Southwest Solutions Group at least 4 weeks prior to shipping time to delay shipment from factory.
- If construction delays occur, it is the responsibility of the client to inform Southwest Solutions Group at least 4 weeks prior to shipping time to delay shipment from factory.
- If for any reason the installation site is not ready upon the installer's arrival for the scheduled work to be performed, a $325.00 trip charge will be added. Please provide a minimum of 24 hours notice if the scheduled installer's are not needed.

By: Art Drouin

Approved by: _____

Tax I.D. Number:_____

Date:_____

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

VI. ADDITIONAL TERMS & CONDITIONS

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal in Section V hereof ("Customer") relating to the installation of that certain equipment more fully described in Section IV hereof (collectively, the "Equipment").

1. WARRANTY.

(a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear. Warranties are determined by specific product and manufacturer. Refer to statement of warranty for complete information.

(b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.

2. LIMITATION OF LIABILITY.

(a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

(b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.

3. BASIS OF BARGAIN. The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.

4. INDEMNIFICATION. Customer hereby agrees to indemnify, defend, and hold harmless SSG from and against any and all claims, suits, causes, actions, liabilities, damages, expenses, legal fees, and obligations of any kind arising out of or from, either directly or indirectly, Customer's breach of any provision, term, or condition of this proposal.

5. NOTICE. All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

6. SECURITY INTEREST. Until such time as SSG has been paid in full for the Equipment and all related installation services, regardless of whether or not any invoice may be disputed by Customer, Customer hereby grants to SSG a security interest in the Equipment and authorizes SSG to perfect such security interest through the filing of Uniform Commercial Code financing statements. Customer agrees to cooperate with all reasonable requests of SSG relating to the granted security interest and, should SSG opt to exercise its rights of recovery of the Equipment for failure of Customer to pay for the same, Customer shall permit SSG entrance to the facilities where the Equipment is located upon reasonable notice of the same and during reasonable hours.

7. MISCELLANEOUS.

(a) Governing Law; Venue. This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. The parties exclusively in Dallas County, Texas.

(b) Late Fees; Disputes. All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.

(c) Entire Agreement. Sections III, IV, V, and VIII of this proposal constitute the entire agreement of the parties and supersede any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.

(d) Amendment. This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.

(e) Successors and Assigns; Assignment. This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this Section will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.

(f) Waiver. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.

(g) Severability. In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.

(i) Survival. Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.

Attachment: 82109 Liberty Library Furniture Proposal rev1 (CA-2009-75 : Library Furniture and Equipment)

6105 Brittmoore Road Houston, Texas 77041
Phone (713) 467-4454 Fax (713) 467-4484
www.southwestsolutions.com

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
TEXAS CORRECTIONAL INDUSTRIES

P O Box 4013 Huntsville, Tx 77342-0099
1-800-833-4302 FAX (936) 437-8610

July 31, 2 9

City of Liberty Library Dana Abshier	Quote No: QO10179 REVISED Expires: 60 Days Telephone: 936-336-8901 Fax: dabshier@cityofliberty.org

Thank you for calling TEXAS CORRECTIONAL INDUSTRIES for your furniture needs.
As requested, pricing is listed for your ordering convenience as follows:

Item #	Description	Qty	Each	Total
QO10179	ARMS (REFINISH)	158	1.63	2 4
QO10179	AUDITORIUM SEATS AND BACKS (REFINISH) (KRYPTON CITY LIGHTS WC739 FABRIC)	149	92.89	13,8 1
	REMOVAL/INSTALLATION FOR SEATS & BACKS (PER MARK HUBBARD)	149	20.00	2,9 0
	TOTAL			**$17,0 5**

QUOTED WITH DOCK DELIVERY -- CALL FOR INSIDE-INSTALLATION

This quote number should be included in your purchase order. This quote is valid for 60 days and for this request only. Delivery estimated for 90-120 days. Thank you for considering TCI for this order and we hope you will call us again. Should you need additional information, please do not hesitate to contact me at (936) 437-6036.

Sincerely,

Lyndell Arnold

Lyndell Arnold
Customer Service & Support--Furniture Department
Direct: 936-437-6058 FAX: 936-437-8610

Attachment: theater seating (CA-2009-75 : Library Furniture and Equipment)

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

Meeting: 09/08/09 06:00 PM
Department: Administration
Category: SRMPA Appointments

RESOLUTION 2009-13

DOC ID: 1415

Consider a Resolution Appointing a Representative to the Sam Rayburn Municipal Power Agency Board of Directors.

EXPLANATION:
Appointments for two-year staggered terms are made to the SRMPA Board of Directors in September of each year. Each member city is allowed two representatives. Our current representatives to this Board are Carl Pickett and Bruce Halstead.

Bruce Halstead's term expires this month.

Dianne Tidwell

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPOINTING A REPRESENTATIVE TO THE SAM RAYBURN MUNICIPAL POWER AGENCY BOARD OF DIRECTORS

WHEREAS, on October 31, 1979, the City of Liberty, Texas, enacted the concurrent ordinance, establishing Sam Rayburn Municipal Power Agency with the City of Jasper, Texas and the City of Livingston, Texas; and,

WHEREAS, said concurrent ordinance provides that each of the three (3) cities involved in the Sam Rayburn Municipal Power Agency, each appoint Directors to serve with the Agency for a period of two (2) years.

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

That _____ be appointed to serve as Director for the Agency for the City of Liberty, Texas, for a period of two (2) years, said term ending September, 2011.

PASSED AND APPROVED THIS 8TH DAY OF SEPTEMBER, 2009.

_____
Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

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

Meeting: 09/08/09 06:00 PM
Department: Administration
Category: CAD Nom/Appt

RESOLUTION 2009-14

DOC ID: 1423

Consider a Resolution Regarding a Nomination/S to the Liberty County Central Appraisal District Board of Directors.

EXPLANATION:
Members of the CAD Board of Directors serve two-year terms and must reside in the Appraisal District for at least two years prior to taking office. A person may serve on the governing body of a taxing unit in the District and also serve as a Director of the CAD.

Each voting taxing unit may nominate one to five candidates for each of the five positions on the Board. A candidate must receive 834 votes, out of 5000, to guarantee election. In September 2007, the Council nominated Michael Van Etta who was elected to the board and now serves as secretary. Mr. Van Etta is willing to serve again.

Dianne Tidwell

Whereas, the City of Liberty is a voting taxing unit in the Liberty County Central Appraisal District; and

Whereas, each voting taxing unit in Liberty County is entitled to nominate one candidate for each of the district's five Board of Directors positions; and

Whereas, these nominations must be submitted to the Chief Appraiser by October 15, 2009 to be eligible to be placed on the ballot for the 2010-2011 term; and

THEREFORE BE IT RESOLVED, that the City Council of the City of Liberty, Texas nominates the following candidate(s) for the Liberty County Appraisal District Board of Directors:

_____

_____

_____

_____

_____

Approved this the 8th day of September, 2009.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Liberty County Central Appraisal District

P. O. Box 10016 -- 2030 Sam Houston -- Liberty, TX 77575-2916
Phone -- (936) 336-5722 -- Fax -- (936) 336-8390

APPRAISAL REVIEW BOARD
Horace Whittington -- Chm.
Leroy Hanel
Curtis Laird
Mable McKnight
Bob Walker
Joe Bazar

CHIEF ADMINISTRATOR
Alan D. Conner

MEMBERS OF THE BOARD
Ronnie Danner -- Chm.
Bob Pickle
Mike Van Etta
Burl Thomas
Bob Edwards
Mark McClelland -- Ex-Officio

July 21, 2009

City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Re: Nomination of Directors for the Liberty County Central Appraisal District

Dear Sir;

It is time again for the voting taxing units within the Liberty County Central Appraisal District to select Appraisal District directors. These directors will serve two year terms beginning January 1, 2010.

An Appraisal District director must reside in the Appraisal District for at least two years immediately preceding the date he or she takes office. A person may serve on the governing body of a taxing unit in the Appraisal District (i.e. City Councilman, School board trustees, County Commissioner, etc.) and still be eligible to serve as director. An employee of a taxing unit is not eligible to serve as a director unless he is also an elected official. Property Tax Code Section 6.035, prohibits a Board Member from serving if the member is related within the second degree of consanguinity or affinity to a person who is in the business of Appraising property or represents property owners in proceedings in the Appraisal District. Under Section 6.036, a person is also ineligible if he, or a business that he has a substantial interest in, enters into a contract with the Appraisal District or a taxing unit in the district. Also, Section 6.035 of the Texas Property Tax Code may prohibit a person from serving if they owe delinquent taxes.

Each voting taxing unit is entitled to nominate one candidate for each of the five positions on the board. Thus, your taxing unit may nominate one to five candidates. To **guarantee election**, a director must receive at least 834 votes out of 5,000 total votes.

Attached for your study is a timetable for election of directors and a list of all voting taxing units and their voting entitlements. Please submit the names of your nominees by written Resolution to my office by October 15, 2009. **Only the names of the nominees received by the deadline of October 15, 2009 will be included on the official ballot which will be mailed to each voting taxing unit by October 30, 2009.** If I can answer any questions concerning this election, please contact me at the number listed above.

Sincerely,

ALAN D. CONNER
CHIEF ADMINISTRATOR

ADC/lan

Attachment: CAD Info 2009 (RES-2009-14 : CAD Board of Directors Nom.)

TIMETABLE FOR ELECTION OF BOARD OF DIRECTORS
LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

September 30, 2009 -Chief Appraiser must notify each taxing unit of the number of votes it may cast and deliver to the following:

- County Judge and each Commissioner
- Mayor and City Manager of each city
- School Board President and Superintendent for each school

October 15, 2009 -Each of these voting taxing units nominates by Resolution, one candidate for each of the five (5) positions and submits their nominations to the Chief Administrator.

October 30, 2009 -The Chief Administrator prepares a ballot listing the candidates alphabetically and delivers ballot to each voting taxing unit.

December 15, 2009 -Each voting unit casts its vote by written resolution and submits it to the Chief Administrator by this date.

December 31, 2009 -Chief Administrator must count votes, declare winners and notify all taxing units of results by this date.

January 1, 2010 -Directors begin their two-year term of office.

NOTE: If any of the above deadlines fall on a holiday or weekend, the deadline will be the next working day.

Attachment: CAD Info 2009 (RES-2009-14 : CAD Board of Directors Nom.)

LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
2009 VOTE CALCULATION CAD DIRECTORS

VOTING TAXING UNITS	2008 TAX LEVY	%	# OF VOTES
LIBERTY COUNTY	$ 23,665,796	0.2921	1,461
CLEVELAND ISD	$ 7,247,554	0.0894	447
DAYTON ISD	$ 16,297,156	0.2011	1,006
DEVERS ISD	$ 4,380,907	0.0541	270
HARDIN ISD	$ 2,909,457	0.0359	180
HULL DAISETTA ISD	$ 3,242,976	0.0400	200
LIBERTY ISD	$ 9,760,945	0.1205	602
TARKINGTON ISD	$ 3,847,235	0.0475	237
CITY OF AMES	$ 77,026	0.0010	5
CITY OF CLEVELAND	$ 2,039,540	0.0252	126
CITY OF DAISETTA	$ 108,303	0.0013	7
CITY OF DAYTON	$ 4,777,721	0.0590	295
CITY OF DAYTON LAKES	$ 8,641	0.0001	1
CITY OF DEVERS	$ 23,646	0.0003	1
CITY OF HARDIN	$ 38,367	0.0005	2
CITY OF LIBERTY	$ 2,601,033	0.0321	160
CITY OF MONT BELVIEU	$ 3,770	0.0000	-
TOTAL	$ 81,030,073		5,000

Attachment: CAD Info 2009 (RES-2009-14 : CAD Board of Directors Nom.)

LIBERTY COUNTY APPRAISAL DISTRICT

2008-2009 BOARD OF DIRECTORS

CHAIRMAN	J. RONNIE DANNER 100 EAST CROCKETT CLEVELAND, TX 77327 jdanner@farmersagent.com	281-592-1541(W) 281-592-6392(H)
V. CHAIRMAN	BOB PICKLE 479 COUNTY ROAD 427 LOOP. DAYTON, TX 77535 rrpi@lubrizol.com	713-846-2738 (PAGER)
SECRETARY	MICHAEL VAN ETTA 1522 SAM HOUSTON AVE.. LIBERTY, TX. 77575 mikevanetta@hotmail.com	936-336-5694
DIRECTOR	BURL THOMAS 178 THOMAS LANE CLEVELAND, TX. 77327 jp5@co.liberty.tx.us.com	281-592-3998 (H) 281-593-9399(CELL)
DIRECTOR	ROBERT S. EDWARDS P.O. BOX 785 102 W. CLAYTON AVE. DAYTON, TX 77535 bedwards@bobedwards.com	258-8051(W) 258-2797 (H) 713-898-2506(CELL)
EX-OFFICIO	MARK MCCLELLAND TAX A/C P.O. BOX 1810 LIBERTY, TEXAS 77575 mclelland@imsday.com	336-4633 (W)

Attachment: CAD Info 2009 (RES-2009-14 : CAD Board of Directors Nom.)

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

Meeting: 09/08/09 06:00 PM
Department: Administration
Category: Tceq

RESOLUTION 2009-15

DOC ID: 1425

Consider a Resolution Designating the City of Liberty as a Designated Management Agency for Wastewater Collection and Treatment.

A RESOLUTION OF THE CITY OF LIBERTY, TEXAS, DESIGNATING THE CITY OF LIBERTY AS A DESIGNATED MANAGEMENT AGENCY FOR WASTEWATER COLLECTION AND TREATMENT.

WHEREAS, the City of Liberty has the authority to design, construct, operate, and maintain wastewater collection and treatment facilities; to raise revenues and assess appropriate charges to assure that each participating party pays its appropriate share of sewerage system costs; to accept or refuse to accept any wastes from any participating party; to accept and utilize grants or other funds from any source for wastewater management purposes; and, to carry out appropriate portions of an areawide water quality management plan;

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

That the City of Liberty seeks designation as a management agency for wastewater collection and treatment within its city limits, in accordance with the requirements of Section 208 of the Federal Water Pollution Control Act, as amended.

PASSED AND APPROVED this 8th day of September, 2009.

_____
Carl Pickett, Mayor
City of Liberty, Texas.

ATTEST:

_____

Dianne Tidwell, City Secretary
City of Liberty, Texas

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Facility Rental

COUNCIL ACTION 2009-76

DOC ID: 1424

Consider Approval of a Lease Agreement for Use of the Liberty Center and Related Rules and Regulations for the Liberty Center and Daniel Pavilion.

EXPLANATION:
Requesting Councils approval on the Liberty Center Lease Agreement and Rules and Regulations for the Liberty Center and Daniel Pavilion. Both items were distributed to council for review at the August 11, 2009 Council Meeting but are attached for further review.

April Reiss

.

Liberty Center
City of Liberty

Lease Agreement

This agreement made and entered into by and between the City of Liberty, a municipal corporation of the State of Texas, acting by and through its Employees, hereinafter called "City" and (see addendum I), hereinafter called "Lessee", is made and entered into for the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with City to keep and perform.

I: PAYMENT TO CITY AND
GRANT AND TERM OF LEASE

1.1 That the City, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, does hereby agree to furnish certain space and premises (hereinafter called "leased premises") located in the City of Liberty as designated on Addendum I attached hereto and incorporated herein by reference or as listed below and Lessee agrees as consideration hereof and as payment for the right of use herein granted of the leased premises, Lessee will pay City certain sums at designated times as more particularly described in Addendum II attached hereto and incorporation herein by reference or as listed below.

Includes in-stock Tables and Chairs	Residential Rate	Non-Residential Rate	Local Non-Profit
Liberty Center	$350.00	$700.00	$100.00
Kitchen	$100.00	$100.00	$100.00

1.2 Service Clubs (Lions and Rotary) will pay $500 a year and the Chambers Office pays $200 a year for the rental facilities.

1.3 The Liberty Center may not be used for Political Fundraising.

1.4 Lessee further agrees to pay to City on demand any and all sums which may be due City for additional services, accommodations or materials as may be requested by Lessee as provided in Addendum II entitled "ADDITIONAL SERVICES".

1.5 **The term of this lease shall commence at 6:00 am of Rental Date(s) and shall be completed at Midnight of Rental Date, unless additional time has been paid for (see addendum II).**

1.6 To validate this lease agreement, one half (1/2) of the room rental (not to exceed $700.00) and a damage deposit of $500.00 must accompany this signed agreement. **NOTE; THIS IS NOT A BINDING AGREEMENT UNLESS ALL THREE (3) OF THESE CONDITIONS ARE MET.** The room rental is not refundable unless the event is cancelled sixty (60) days or more prior to event date. In the event Lessee is planning similar multiple events, a separate

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

$500.00 security deposit will also be required to hold dates during the same calendar year. The damage deposit is fully refundable if lessee cancels the event or Lessee meets the requirements of this agreement and returns the premises in its present condition.

1.7 **BALANCE OF ROOM RENTAL IS DUE THIRTY (30) DAYS PRIOR TO EVENT. EQUIPMENT RENTAL (ADDITIONAL SERVICES) IS DUE NO LATER THAN TEN (10) DAYS PRIOR TO EVENT.**

1.8 Kitchen rental includes the use of the kitchen facility and appliances located in the kitchen facility. This does not include the cooler in the storage room. Appliances in storage room are not for public use and is only used during emergency situations.

II: ADDITIONAL SERVICES

2.1 Should Lessee require additional services, accommodations or materials other than those ordinarily provided for the leased premises, which the City of Liberty agrees could be provided by City (see addendum II), and Lessee desires City to provide those services, Lessee shall make a written request for those services no later than 60 days prior to the commencement date. Lessee agrees to pay on demand any and all sums which may be due for said additional services. Such payment shall be made to the City at the City of Liberty Administration Building, Liberty, Texas.

III: RELEASE OF SPACE

3.1 Should Lessee release all or any portion of the leased premises described herein prior to the commencement date, Lessee will forfeit all payment made on the released space. Lessee understands and agrees that City is under no duty or obligation to refund payment or re-rent the leased premises for the account of Lessee.

IV: USE OF LICENSED PROPERTY AND EQUIPMENT

4.1 Leased premises and equipment shall be used for the purpose of its intended use and for no other purpose without the written consent of the City. The City reserves the right to review the intended use of the leased premises. The Lessee may not use the leased premises for any purpose other than that specifically agreed to by the City. The intended use of the premises must be deemed by the City to be in the best interest of the City.

4.2 PERSONNEL AND SERVICES. Lessee shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the Liberty Center including, but not limited to, ticket sellers, ticket takers, ushers, registration personnel, security guards, paramedics, sound system technicians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of Lessee. Lessee agrees that each person employed by Lessee to provide services in the Liberty Center will at all times maintain a neat, clean appearance and conduct himself/herself in a polite and professional manner. Lessee agrees to replace any such employees failing to do so immediately upon notice by the City.

4.3 CONTROL OF BUILDING. In furnishing said space and for purpose of building management, City does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of the same, and

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

the Liberty Center Facilities, his deputy, and employees of said building may enter the same, including any or all of the leased premises, at any time and on any occasion for such purposes. **Specifically, anything producing loud and excessive sound/noise including any type of musical device or amplification of music in any way is prohibited in the Liberty Center and outside parking areas. Racing by use of any motorized or battery powered vehicle is prohibited on any city premises.**

4.4 EXHIBITS. In the event that the above stated area is not vacated by the Lessee on the date above named, the City is hereby authorized to remove from said area and to store at the expense of Lessee, all goods, wares, merchandise, and property of any and all kinds and description which may be occupying that area of said building, and City shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the City is hereby expressly released from any and all claims for damages of whatever kind or nature.

4.5 REMOVAL OF INSTALLATIONS AND PROPERTY OF LESSEE. In the event platforms, staging or other structures are erected by Lessee or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid by Lessee, and all damage to said building or furnishings, caused by the erection or removal of such platform, or staging shall be paid by Lessee. All property of Lessee shall be removed from the leased premises at the expiration of the term hereof.

4.6 ALTERATIONS. Lessee will not cause or permit any nails or any other things to be driven into any portion of the Liberty Center, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the leased premises of furnishings or the equipment thereof, nor do, nor permit to be to be done anything which will damage or change the finish or appearance of the Liberty Center or the furnishings thereof. Tape and other adhesive materials will not be applied to walls or other surfaces of the leased premises without the prior approval of the City. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited without express written consent. Lessee will pay the costs of repairing any damage which may be done to the leased premises or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of the Lessee's employees or agents or anyone visiting the leased premises upon the invitation of Lessee including the patrons of the attraction or function of Lessee. The City shall determine whether any damage has been done, the amount of the damage, and reasonable cost of repairing it, and whether it is one for which, under the terms of this lease, Lessee is to be held responsible.

4.7 SEATING CAPACITY. In no event shall attendance to a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated area capacity as determined by applicable fire and building codes. Maximum Occupancy is 275.

4.8 AISLES AND ALL ACCESS CLEAR. Lessee will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits or passageways, and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, or ways of access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than for ingress and egress to and from the leased premises. The doors or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways shall not be obstructed by Lessee without prior written approval of the City.

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

4.9. RESPONSIBILITY FOR DAMAGE. If said leased premises, or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of Lessee, or of Lessee's agent or employees, patrons, guests, or any person admitted to the said leased premises by Lessee, Lessee will pay to the City, upon demand, such sum as shall be necessary to restore said leased premises, to their present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said leased premises, or to any portion of said building with the consent of Lessee's employees or any person acting for and on behalf of the Lessee. Liability of lessee to repair or pay City the cost of repair shall not be limited by any damage or security deposit with the City.

4.10 SECURITY PERSONNEL. Lessee agrees to have on hand at all times sufficient security personnel to maintain order and protect persons and property, the sufficiency of any type of security personnel to meet the approval of the Chief of Police. The City of Liberty Police Department can be reached at 936-336-5666.

4.11 LESSEE'S REPRESENTATIVE. A representative of Lessee shall remain on the premises during the term hereof and until performers and the public have left the premises.

4.12 RESERVED RIGHTS. City reserves the right to rent and control parking facilities and reserves the sole and exclusive right to sell or serve on, in, or about the leased premises covered by this Lease, any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise or services of any sort, or City may lease all concession rights to any party or parties designated by City, and no food or beverage, samples or otherwise, free or for payment of any variety whatsoever shall be given away, served or distributed by Lessee without the written consent of the City. City likewise reserves the right, through its Employees and representatives, to eject any objectionable person or persons, including Lessee's employees from said building, and upon the exercise of this authority, through its Employees, agents or policemen, Lessee hereby waives any right and all claims for damages against the City or any of its agents, officials or employees.

4.13 TAXES. Lessee shall pay all taxes, if any, on tickets or admissions to the leased premises during the term hereof, and any license fees and taxes lawfully levied against it during the term hereof.

V: CONCESSION AND CATERING SERVICES

5.1 GRANT. The City grants to lessee the right to select a concessionaire or caterer as may be needed.

5.2 INSPECTION. The City or its authorized agents shall have the right at all reasonable times to enter upon concession stand and other food services areas to inspect such areas, to observe the performance by concessionaire/caterer, to perform maintenance, and clean and make repairs in any case where the concessionaire/caterer is obligated, but has failed to do so.

5.3 STORAGE. The City shall not be responsible for any goods, merchandise or equipment used, maintained or stored at the Liberty Center owned by Lessee, or of Lessee's agent or employees, patrons, guests, or any person admitted to the said leased premises by Lessee.

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

Nor will it be responsible for damage to such goods and merchandise from flood, fire, explosion, vandalism, theft or other causes outside the control of the City.

VI: INSURANCE

6.1 INDEMNIFICATION. Lessee agrees that it will indemnify and save City harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against City on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, lessees or invitees or of any other person entering upon the leased premises leased hereunder with the express or implied invitation or permission of Lessee, or when and such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servants, employees, contractors, patrons, guests, lessees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may, in any way, arise from or out of the occupancy or use by the Lessee, its agents, servants employees, contractors, patrons, guests, lessees or invitees of the leased premises leased hereunder. Lessee further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the City from all claims based upon alleged joint and/or concurrent negligence of the City and Lessee arising out of or incident to Lessee's occupancy or use of the premises covered by this agreement. Lessee covenants and agrees that in case City shall be made a party to any litigation commenced by or against Lessee or relating to this Lease or to the leased premises leased hereunder, then Lessee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon City by virtue of any such litigation.

VII: COPYRIGHT INDEMNIFICATION

7.1 Lessee agrees to assume full responsibility for complying with the Federal Copyright Law of 178 (17 U.S.C. 101, et seq.) and any regulations issued thereunder including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use for copyrighted works in Lessee's performances or exhibitions to the copyright owner, or representative of said copyright owner, and Lessee agrees to defend, indemnify and hold harmless City, its officers, employees and agents, for any claims, losses, expenses or damages growing out of Lessee's infringement or violation of the Copyright Law and/or Regulations. Lessee shall deliver copies of licenses from copyright owners covering copyrighted material to be performed to the City seven days before the beginning date for this lease as described in Article I.

VIII: LAW OBSERVANCE

8.1 Lessee shall not do, nor suffer to be done, anything on the said leased premises, during the term of this lease in violation of the laws of the United States and the State of Texas, and all the ordinances of the City of Liberty. Further, Lessee shall obey all rules and regulations of the City for the government and management of said building, together with all rules and

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

requirements of the police and fire departments of the City. The Lessee agrees that every employer or agent connected with the purpose of which said building is rented, shall abide by, conform to and comply with all and any such rules, laws or ordinances. If the attention of said Lessee is called to such violation, Lessee will immediately desist from and correct such violations.

IX: ATTORNEY'S FEES

9.1 If the City is required to file suit to collect any amount owed to it under this contract for Lessee's use of the leased premises, City shall be entitled to collect and Lessee agrees to pay all reasonable attorney's fees incurred by City therefore.

X: NON-DISCRIMINATION

10.1 It is understood that the leased premises are owned by the City, and that any discrimination by Lessee, its agents or employees, because of race, color, religion, national origin, sex, or handicapping condition in the use of or admission to the leased premises is prohibited.

10.2 If Lessee's usage of the Liberty Center is for a public function, the Lessee shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding an individual's race, color, religion, sex, age, national origin, or disability. All public notices, advertisements, and announcements of the public function must not indicate that said function is endorsed or sanctioned by the City of Liberty and shall specifically state: "This event is not endorsed or sponsored by the City of Liberty." If Lessee's use or intended use is found to be in violation of this clause, this rental agreement shall be subject to immediate termination by the City of Liberty

If Lessee's usage of the Liberty Center is for a private function, the Lessee shall not advertise, promote, announce or open the event to the public, in any manner. If such event is determined to be open to the public, the Lessee must abide by the rules regarding a public function.

XI: PERFORMANCE QUALITY

11.1 Lessee hereby agrees that no activity, performance, exhibition, or entertainment shall be given or held or take place in the leased premises herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, or immoral, and should any exhibition or performance or any part thereof be deemed by the City to be dangerous or illegal, or indecent, obscene, lewd, immoral or in any manner offensive to person of ordinary sensibilities, then City shall have the right to demand of Lessee that he immediately delete such portions or the rewrite of have changed the said attractions so that it will not be publicly offensive, and the Lessee agrees immediately upon receipt by it of such notice to make such changes.

XII: LOST ITEMS

12.1 City shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on to leased premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.

XIII: TERMS USED

13.1 It is understood that whenever this lease authorizes or requires the City to take any action, it may be done by the designated representatives or by other persons designated by the City Manager.

XIV: CANCELLATION

14.1 Violation by Lessee of any covenant, agreement or condition contained herein shall be cause for termination hereof by City, in which case Lessee will forfeit all monies paid. In addition, the City may likewise cancel this lease if the Lessee should, prior to the date of occupancy hereunder violate any covenant, agreement, or condition in any other agreement which the Lessee might have for use of the Liberty Center Facilities or should a court of jurisdiction of Lessee take its assets pursuant to proceedings under the provision of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the Lessee by the City. This agreement may be cancelled by Lessee at any time up to sixty (60) days prior to the occupancy date. It is agreed that in the event that Lessee cancels the lease sixty (60) days or less prior to, or fails to occupy the premises at the time specified, all payment required by this lease will be forfeited.

XV: NO WAIVER

15.1 No waiver by City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same of any other covenant, condition, or stipulation hereof.

XVI: FORCE MAJEURE

16.1 If the (a) Liberty Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in this lease, or (b) if the use of the leased premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, flood or any other cause beyond the control of the City, then this lease shall terminate. City shall not be liable or responsible to Lessee for any damages caused thereby and Lessee hereby waives any claim against City for Damages by reason of such terminations except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by City to Lessee.

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

XVII: BROADCAST RIGHTS

17.1 City reserves all rights and privileges for outgoing television broadcasts originating from this facility during the terms of this agreement. Should City grant Lessee such privilege, City has the right to require advance payment of any estimated related costs to City and may also require payment for said privilege in addition to the rental fee. Such permission must be obtained in writing in advance of the broadcast date.

XVIII: SEVERABILITY

18.1 In case any one or more of the provisions contained in the Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIX: NOTICES

19.1 Any notices required or appropriate under this lease shall be given in writing to Lessee at the address shown below, and the Liberty Center, 1829 Sam Houston, Liberty, TX 77575.

XX: NO ASSIGNMENT

20.1 This lease is personal to Lessee. It is nonassignable and any attempt to assign this lease will terminate all rights and privileges herein granted.

XXI: TEXAS LAW TO APPLY

21.1 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Liberty County, Texas.

XXII: ENTIRE AGREEMENT

22.1 This lease contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral and otherwise, regarding the subject matter of this lease, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written or contained in Addendum I & II.

XXIII: AUTHORIZED AGENT

23.1 The signer of this lease for Lessee hereby represents and warrants that he or she has full authority to execute this lease on behalf of Lessee.

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

Addendum I

Lessee:_____

_____

Company Name: _____

_____

Address: _____

_____

City & State: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Rental Date(s):_____

Room: **LIBERTY CENTER**

Times: _____

Event: _____

_____

Damage Deposit: **$500**

Alcohol: _____

Lessee/Authorized Agent _____
Signature

City of Liberty:_____
Signature

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

ADDENDUM II

I. Room Rental

1. Liberty Center $_____

2. Kitchen $_____

II. Additional Time

1. After Midnight $_____ for _____ ½ Hours $_____

III. Additional Charges:

1. _____ Microphone $25.00 each $_____

2. _____ TV/VCR @ $50.00 each $_____

3. _____ Projector @ $50.00 each $_____

IV. Deposits

1. Damage Deposit

a. One Time Fee ($500) $_____

V. Total Due

1. $_____

2. Paid Out

a. $_____ On _____ For _____

b. $_____ On _____ For _____

c. $_____ On _____ For _____

d. $_____ On _____ For _____

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

PAYMENT RECORD

Initial Payment $_____

Date: _____

Receipt No.: _____

Type: _____

Final Payment $_____

Receipt No.: _____

Type: _____

Damage Deposit $_____

Date: _____

By: _____

Receipt No.: _____

Type: _____

Lessee: _____

Address:_____

_____

_____

Telephone:_____

Contact: _____

CITY OF LIBERTY

By: _____

Attachment: Lease Agreement for Liberty Center (CA-2009-76 : Rental Documentation)

RULES & REGULATIONS FOR THE LIBERTY CENTER AND/OR DANIEL PAVILION

Adhesive-backed Decals – These items are prohibited for use and/or distribution either inside or outside of the facility.

Alcohol Policy – Caterers using the facility must have a catering/liquor license or apply for a temporary license from TABC in order to sell alcoholic beverages on premises. Groups not wishing to use caterers may bring their own alcohol, however, no alcohol can be sold without a valid license.

Building Disfiguration – No holes may be drilled, cored or punched in the building. Painting is prohibited anywhere on premises. No temporary hooks are to be used either inside or outside of the facility. In any instance where there is risk of damage to flooring, a protective coating, such as plastic, must be used. Lessee is responsible for the repair of any damage or disfiguration to the facility.

Catering Requirements – It shall be the responsibility of the lessee to obtain the service contractors the lessee intends on using. All contractors must be properly licensed and permitted before they can enter the center.

Cleaning – Lessee shall leave the facility in the same clean condition in which it took possession. All trash shall be removed immediately after the event is over to the outside dumpster. Cleaning needs to be performed by a City of Liberty approved contractor. Any cleaning performed by the City of Liberty will be deducted from the deposit at $20 an hour per person and any cost above the deposit will billed to the lessee. Attempts will be made to contact the lessee prior to doing so.

Deposits – Refundable if the facilities are returned in the condition in which it was leased. The City of Liberty will refund deposits to the lessee by mailing a check to the name and address listed on the deposit refund request form within 15 business days.

Electrical Equipment – All electrical equipment must be U.L. approved. Accessibility to equipment rooms and utility boxes are prohibited without authorization from a facility official. Electrical service for events will be supplied and serviced by the City of Liberty.

Exit Doors – A 10’ clearance on both sides (egress and ingress) with no physical obstruction must be maintained at all times. All exit doors must remain unlocked during rental.

Flammable and Volatile Materials – All such materials, including materials under high pressure are prohibited unless approved in written authorization by the City of Liberty Fire Department and the City of Liberty City Manager.

Hanging and Ceiling Rigging – Nothing may be hung, attached or suspended from any part of the building without the express written consent from the City of Liberty.

Inventory – The facility rental fee does include Tables and Chairs. There are Forty 8 foot rectangular tables and 400 metal folding chairs.

Keys – Keys will be available the business day before the leased date. If the date leased is on Sunday, keys will be available the Friday before. Keys should be returned the next business day following the leased date.

Attachment: Rules and Regulations for Liberty Center and Daniel Pavilion (CA-2009-76 : Rental Documentation)

Kitchen – Rental of kitchen includes the use of the kitchen facility and appliances located in the kitchen facility. This does not include the cooler in the storage room. Cooler in storage room is not for public use and is only used during emergency situations.

Maintenance – No mowing, trimming, painting or other facility maintenance should be performed by the lessee. If any facility maintenance is needed the lessee should notify the City of Liberty by calling 936-336-3684

Parking Lot – The parking lot may not be used for commercial exhibits, displays, promotions, etc., without the express written consent from the City of Liberty. Returning the parking lot area in a clean condition is the responsibility of the lessee.

Permits – It is the ultimate responsibility of the lessee to obtain the necessary permits for their event. This includes, but is not limited to, health permits, music licensing, etc.

Rental Times – All rates are based on an 18-hour rental period. All events will start at 6:00am and end at midnight. Additional time may be purchased for $50.00 per each ½ hour and must be paid for in advance. No event can go past 2:00 a.m., no exceptions.

Seating Capacity – In no event shall attendance to a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated area capacity as determined by applicable fire and building codes. Maximum Occupancy is 275.

Security – All security used in the facility must be obtained by the City of Liberty Police Department and will be the responsibility of the lessee. Please contact the City of Liberty Police Department at 936-336-5666 for further details.

Smoking – The building is a smoke-free facility, smoking is prohibited.

Tickets – Lessee is responsible for furnishing all tickets, and for advance and performance date sale of tickets. Lessee shall not, under any circumstances, print more tickets for any one performance than there are seats available.

Wedding Sendoffs – Rice, birdseed, confetti, flower petals and sparklers are prohibited for the send off of the bride and groom.

NOTE: The City Manager shall have the final discretion over disputes regarding all rates, rules and regulations.

I have read, understand and agree to the term and conditions stated above:

_____

Signed by Lessee/Authorized Agent

_____

Date

Attachment: Rules and Regulations for Liberty Center and Daniel Pavilion (CA-2009-76 : Rental Documentation)

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION 2009-77

DOC ID: 1417

Consider Approval for Hay Baling at the Liberty Municipal Airport.

EXPLANATION:
Avon Moore, Airport Director, will be present to answer any questions regarding the baling of hay at the airport. A sample agreement is enclosed.

Dianne Tidwell

.

LIBERTY MUNICIPAL AIRPORT
LAND AGREEMENT

This agreement, entered into this_____ day of _____2009, by and between the City of Liberty, Texas , title owner of real estate known as Liberty Municipal Airport (herein referred to as "CITY"), and _____ (herein referred to as "contractor").

WITNESSETH:

That the parties desire to enter into agreement whereby CONTRACTOR agrees to perform certain tasks related to the baling of hay on airport land and in exchange, agrees to pay to the CITY $_____ **per bale roll consistent with the terms expressed herein.**

The parties covenant and agree to keep and perform the following terms and conditions:

1. TERM. This agreement shall be in force from the date of execution and signature until _____, 20___, unless earlier terminated in accordance with the terms of this agreement.

2. BALING OF HAY TO BE UNDERTAKEN BY CONTRACTOR. CONTRACTOR desires to bale hay and agrees to assume the cost of material and labor incidental to baling. CITY reserves the right to periodically supervise the baling of hay and reserves the right to modify, amend or terminate the agreement if it determines in its sole opinion that it is no longer consistent with the goals of the airport.

a. Keep baling areas mowed to the satisfaction of the airport director/ city manager.

3. USE OF PREMISES AND FACILITIES. In recognition of the mutual covenants and obligations expressed herein, CONTRACTOR agrees to abide by the regulations set forth below and CONTRACTOR shall abide by all other rules and regulations approved and adopted by the CITY regarding the use of the premises. Uses of the premises shall comply with all governmental and FAA regulations.

a. Twenty four hours notice must be given to the airport director before any baling operation begins.

b. Must be mowed, raked, baled, with bales removed within 24 hours from the time of being baled. Bales within fifty feet of any runway or taxiway edges shall be removed immediately.

c. Equipment and personnel shall be no closer than FIFTY feet from the runway edges. Equipment must be equipped with an operable flashing amber safety strobe light during bailing operation..

Attachment: Hay Baling Agreement (CA-2009-77 : Airport Hay Baling)

4.IDEMNITY To the fullest extent by law, CONTRACTOR shall indemnify and hold harmless CITY, their agents, officers, directors, employees for any liability,loss, claim, expenses, including attorneys fees .

5. BREACH BY ORGANIZATION. If the contractor shall break any of the material terms of this agreement, or shall willfully or maliciously do injury to the premises, CITY shall have the right to immediately terminate this agreement and bar further activity on the airport property without further notice to contractor. This remedy shall be in addition to any other legal remedies available to CITY.

6. ATTORNEY FEES. In case suit should be brought for breach of this agreement because of any actions which may arise out of possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

7. SUCCESSORS AND ASSIGNS. This agreement shall not be assigned by CONTRACTOR without express written consent of CITY and any such assignment shall be binding upon the successors and assigns of both CITY and Contractor.

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

Larry Shaw, Interim City Manager

CONTRACTOR

Avon Moore, Airport Director

ATTEST:

Dianne Tidwell, City Secretary

Attachment: Hay Baling Agreement (CA-2009-77 : Airport Hay Baling)

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

Meeting: 09/08/09 06:00 PM
Department: Administration
Category: Misc. Rates

ORDINANCE 2009-12

DOC ID: 1411

Consider Adoption of an Ordinance Establishing Regulations for the Issuance of Citations for Criminal Violations of the City's Code of Ordinances.

EXPLANATION:
This ordinance will enable citations to be issued citations relevant to violations of the City's Code of Ordinances.

Robbie Hood

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ESTABLISHING REGULATIONS FOR THE ISSUANCE OF CITATIONS STEMMING FROM ALLEGED CRIMINAL VIOLATIONS OF ORDINANCES; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; AND CRIMINAL PENALTIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City Council of the City of Liberty ("City Council") seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, the City Council finds that state law does not provide rules and regulations relating to issuance of citations in criminal cases stemming from local ordinances by non-peace officers; and

WHEREAS, the City Council has determined that that the local administration of justice requires that such rules and regulations exist; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City, and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Liberty to adopt an ordinance regulating the issuance of citations in criminal cases stemming from local ordinances by non-peace officers.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Liberty:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

The City of Liberty Code of Ordinances is hereby established so to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

All ordinances, or parts thereof, that 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 regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the date of its passage and publication.

7. DISPENSING WITH TWO READINGS

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two separate days is hereby dispensed with.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this 8th day of September,2009.

_____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

Attachment "A"

ISSUANCE OF CITATIONS FOR VIOLATION(S) OF THE CITY OF LIBERTY'S CODE OF ORDINANCES.

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular Name

This Chapter shall be cited as the "Citation Issuance Ordinance."

1.2. Purpose

This Chapter provides procedural and substantive rules relating to the issuance of citations by non-peace officers to defendants accused of violating criminal ordinances of the City of Liberty. The mandates and process established by this Chapter were specifically designed to achieve the effective and efficient administration of the City's code enforcement program through the improved operation of the City's municipal court.

1.3. Application

This Chapter applies to the issuance of citations alleging criminal violations within the jurisdiction of the municipal court. The procedures of this Chapter apply only to offenses alleged to occur on or after the date of enactment.

SECTION 2. DEFINITIONS

2.1. General

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

2.2. Specific

Building Inspector*:* the person charged with enforcement of building codes of the City sometimes referred to as the Building Official or Plumbing Inspector.

Citation: An ordinance violation notice and notice to appear before the Liberty Municipal Court, as provided for in this Chapter.

City: the City of Liberty, an incorporated municipality located in Liberty County, Texas.

Neighborhood Services Administrator: the person charged with enforcement of the Liberty Code of Ordinances sometime referred to as the Health Officer, Code Official or Code Enforcement Officer.

Person**:** Any individual, association, firm, corporation, governmental agency, political subdivision, or legal entity of any kind.

SECTION 3. ADMINISTRATION

3.1 Relation to Related Laws

A citation issued pursuant to this Chapter does not relate to the issuance of a citation by a peace officer pursuant to Article 14.06(d) of the Code of Criminal Procedure or Section 543.003 of the Transportation Code.

3.2 Authority to Issue Citations

Pursuant to this Chapter, and the scope of their assigned duties, a citation may be issued by any of the following individuals so designated by the City Council:

(a) Neighborhood Services Administrator
(b) Building Inspector

3.3 Form & Content of Citation

A citation issued under this section must be in a form approved by the Liberty Municipal Court Judge that includes the following information:

(a) the name, address, date of birth, driver's license number or identification number and physical description, and telephone number of the person cited;
(b) the offense and ordinance section for which the person is charged;
(c) the date and location of the offense;
(d) a statement requiring the person receiving the citation to appear at municipal court on or before the appearance date indicated on the citation;
(e) a statement of the person's promise to respond to the citation, pursuant to Article 27.14 of the Code of Criminal Procedure, by the appearance date indicated on the citation, including a place for the person cited to provide the person's signature; and
(f) the signature and identification number of the person issuing the citation.

3.4 Pleading Subsequent to Issuance of Citation

All pleas arising from the issuance of a citation under this Chapter shall be made pursuant to Article 27.14 of the Code of Criminal Procedure.

SECTION 4. RELATED OFFENSES & PENALTY

4.1. Ordinance Violation of Promise to Appear

A person issued a citation, as authorized by this Chapter, commits an offense if the person fails to appear or enter a plea pursuant to Section 3.4 on or before the appearance date indicated on the citation.

4.2. Interference or Obstruction of Issuance

A person commits an offense if the person interferes with or obstructs the issuance of a citation under this Chapter.

4.3. Providing False of Fictitious Name

A person commits an offense if the person gives a false or fictitious name, address, or other information to an individual authorized to issue a citation under this Chapter.

4.4. Penalty

Each violation under this section is a misdemeanor offense punishable upon conviction by a fine not to exceed five-hundred dollars ($500.00) per offense. For violations that govern fire safety, zoning, or public health and sanitation, including dumping of refuse the fine may not exceed two-thousand dollars ($2000.00) per offense. Each day shall constitute a separate offense.

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION 2009-78

DOC ID: 1416

Consider Appointments to the 2010 Houston-Galveston Area Council General Assembly.

EXPLANATION:
Each HGAC member city, under 25,000, is allowed one delegate and one alternate to the General Assembly. The designees must be elected officials of the governing body.

Councilperson McCarty and Mayor Pickett were the representative and alternate to the 2009 General Assembly.

Dianne Tidwell

.

Houston-Galveston Area Council Office of the Executive Director

August 25, 2009

The Honorable Carl Pickett
Mayor, City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Dear Mayor Pickett:

I am writing regarding the appointment of your city's representative to H-GAC's 2010 General Assembly.

H-GAC's Bylaws provide that each member home rule city under 25,000 population as of the last (2000) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2010.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body.

A dinner meeting of home rule city representatives will be scheduled for November. At that meeting, your 2009 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2010.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 2. If you have any questions or problems in this designation process, please call Mary Spain, 713-993-4598.

Sincerely,

Jack Steele

JS/ndg

Enclosure

cc: City Secretary

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027-6466
Phone 713-627-3200

Attachment: HGAC Gen Assem Info 2009 (CA-2009-78 : HGAC General Assembly Appts.)

DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2010 GENERAL ASSEMBLY

****

BE IT RESOLVED, by the Mayor and City Council of _____, Texas, that _____ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2010.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____

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

PASSED AND ADOPTED, this _____ day of _____, 2009.

APPROVED:

_____
Mayor

ATTEST:

By: _____

DesForm GL and HR

Attachment: HGAC Gen Assem Info 2009 (CA-2009-78 : HGAC General Assembly Appts.)

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Misc. Rates

ORDINANCE 2009-13

DOC ID: 1422

Consider an Ordinance Establishing Fees for Heavy Trash Collection and Fees for Various Parks Department Facilities.

AN ORDINANCE ESTABLISHING THE FEES CHARGED BY THE CITY OF LIBERTY SOLID WASTE DEPARTMENT FOR COLLECTION OF HEAVY TRASH; ESTABLISHING FEES FOR RENTAL OF VARIOUS PARKS DEPARTMENT FACILIITES; PROVIDING THAT ALL PRIOR ORDINANCES ESTABLISHING SUCH FEES ARE HEREBY REPEALED; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

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

SECTION 1. SOLID WASTE DEPARTMENT

That the fees charged by the Solid Waste Department for collection of heavy trash be amended to provide the following:

Heavy Trash Pick Up	$14.31 per cubic yard

Heavy trash shall be defined as junk or trash that is generated by ordinary maintenance of a household, but too large for containers, included but not limited to major appliances, yard waste, hot water heaters, furniture, mattresses, dishwashers, lawn mowers and grills which are capable of being lifted onto a truck by two persons.

SECTION 2. PARKS & RECREATION DEPARTMENT

That the fees charged by the Parks Department for rental of various Parks Department Facilities be amended to provide the following:

Park Gazebo Rental - Resident & Non-Resident	$10.00 / 4 hours
Basketball Pavilion Rental - Resident & Non-Resident	$20.00 / 4 hours
Daniel Gazebo Rental - Resident & Non-Resident	$40.00 / 4 hours

SECTION 3.

That all fees as scheduled in Sections 1 and 2 are hereby established with this

Ordinance. Any prior stated fees or schedules of such established by any prior Ordinances adopted by the City of Liberty are hereby repealed.

SECTION 4.

That this Ordinance shall be in full force and effect upon the 1st day of October, 2009.

SECTION 5.

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two (2) separate days is hereby dispensed with.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas, this 8th day of September, 2009.

_____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Tax Rates

ORDINANCE 2009-14

DOC ID: 1421

Consider an Ordinance Adopting the Tax Rate for Fiscal Year 2009-2010.

TAX RATE ADOPTION

WHEREAS, A tax rate of $0.3379 for maintenance and operations and a tax rate of $0.2521 for the debt service fund for a total tax rate of $0.5900 is necessary and appropriate for the funding of the FY 2009 City of Liberty budget; and

WHEREAS, Said budget has been heretofore regularly adopted by the City Council of the City of Liberty; and

WHEREAS, All other things required by law to be done have been done properly by the appropriate officials.

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

That the 2009 maintenance and operations tax rate in the amount of $0.3379 per $100.00 and the debt service tax rate of $0.2521 per $100.00 for a total tax rate of $0.5900 per $100.00 is set and adopted.

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two (2) separate days is hereby dispensed with and all Council Members present vote affirmatively for the adoption of this Ordinance.

PASSED AND ADOPTED at a regular called meeting of the City Council of the City of Liberty, Texas on the 8th day of September, 2009.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Budget Adoption

ORDINANCE 2009-15

DOC ID: 1419 A

Consider an Ordinance Adopting the Budget for Fiscal Year 2009-2010.

EXPLANATION:
The City's charter requires that the budget shall be adopted not later than fifteen (15) days prior to the beginning of the fiscal year.

SETTING AND ESTABLISHING THE 2010 FISCAL YEAR OPERATING BUDGET

WHEREAS, The City of Liberty, in accordance with the City Charter and the laws of the State of Texas, and acting by and through its City Council has received the proposed budget and financial plan for the fiscal year beginning October 1, 2009, and ending September 30, 2010; and

WHEREAS, The City Council of the City of Liberty, Texas, finds that the proposed budget and financial plan for Fiscal Year 2010 is a balanced budget in keeping with the City Charter; and

WHEREAS, The total expenditures for all funds for Fiscal Year 2010 are $26,171,196.00.

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

That the budget and plan for Fiscal Year 2010 be established at $26,171,196.00 as a combined total budget for the City of Liberty's operations for said fiscal year.

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two (2) separate days is hereby dispensed with and all Council Members present vote affirmatively for the adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas on the 8th day of September, 2009.

Carl Pickett

Mayor

ATTEST:

Dianne Tidwell
City Secretary

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

Meeting: 09/08/09 06:00 PM

Department: Administration
Category: Budget Adoption

ORDINANCE 2009-16

DOC ID: 1420 A

Consider an Ordinance Amending the Fiscal Year 2009 Budget.

EXPLANATION:
Estimated actuals in revenues and expenditures are to be adopted as the amended budget for FY 2009.

APPLYING ADJUSTMENTS FOR AMENDING THE FISCAL YEAR 2009 BUDGET AND FINANCIAL PLAN AS PER THE FISCAL YEAR PROJECTIONS AND ESTIMATED ACTUALS IN THE PROPOSED FISCAL YEAR 2010 BUDGET AND FINANCIAL PLAN.

WHEREAS, The budget and financial plan for the City of Liberty for the fiscal year 2009 has been reviewed and is in need of adjustments due to changes in estimated revenues and expenditures during the course of the year; and

WHEREAS, These changes in estimated revenues and expenditures have been duly noted in the Fiscal Year 2010 budget and financial plan under estimated actuals.

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

That the amounts estimated as actuals in revenues and expenditures be adopted as the amended City budget for the Fiscal Year 2009.

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two (2) separate days is hereby dispensed with and all Council Members present vote affirmatively for the adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas on the 8th day of September, 2009.

Carl Pickett

Mayor

ATTEST:

Dianne Tidwell
City Secretary

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

Meeting: 09/08/09 06:00 PM
Department: Administration
Category: Tax Rates

ORDINANCE 2009-17

DOC ID: 1427

Consider a Resolution Regarding Tax Roll Approval and the Tax Levy.

TAX ROLL APPROVAL AND TAX LEVY

WHEREAS, A tax rate of $0.3379 for maintenance and operations and a tax rate of $0.2521 for the debt service fund for a total tax rate of $0.5900 were adopted for the tax year 2009 by the City Council of the City of Liberty, Texas; and

WHEREAS, All other things required by law to be done have been done properly by the appropriate officials.

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

That the 2009 appraisal roll with tax amounts entered is hereby approved as the tax roll for 2009 and the taxes for said year are hereby levied in the amounts shown on said tax roll.

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two (2) separate days is hereby dispensed with and all Council Members present vote affirmatively for the adoption of this Ordinance.

PASSED AND ADOPTED at a regular called meeting of the City Council of the City of Liberty, Texas on the 8th day of September, 2009.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

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

Meeting: 09/08/09 06:00 PM
Department: Administration
Category: Streets

ORDINANCE 2009-18

DOC ID: 1428 A

Consider Adoption of an Ordinance to Abandon a Dedicated Street in the City of Liberty.

AUTHORIZING THE VACATING AND ABANDONMENT OF A STREET, STREETS, AND/OR PUBLIC RIGHTS-OF-WAY, OR A PORTION THEREOF; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH THEREOF; AUTHORIZING THE INTERIM CITY MANAGER OR CITY MANAGER TO EXECUTE A QUITCLAIM DEED, DIRECTING THAT THE BENEFICIARIES OF THE ABATEMENT PAY ANY APPLICABLE SURVEY, DEED, FAIR MARKET VALUE AS DETERMINED BY APPRAISAL, AND OTHER COSTS RELATED TO THE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City of Liberty, Texas, as a city incorporated and operating under the laws of the State of Texas, has the authority under Chapters 282, 253, and 272 of the Local Government Code, as amended, to vacate and abandon and close municipal rights-of-way, or streets, by ordinance, when such action is in the best interest of and serves the public purpose, and

WHEREAS, there exists a street dedication within a tract of land situated in the Liberty Town East League, Abstract Number 359, Liberty County, Texas, being out of and a part of Lot 4 in Outer Block 7, all in the City of Liberty, Texas, plat of said City of Liberty being recorded in Volume 1, Page 137 of the Map Records of Liberty County, Texas. This tract of land is more particularly described in Exhibit A; and

WHEREAS, there exists a street dedication within a tract of land situated in the Liberty Town East League, Abstract Number 359, Liberty County, Texas, being situated between Lot 3, Outer Block 8 and Lot 2, Outer Block 15, all in the City of Liberty, Texas, plat of said City of Liberty being recorded in Volume 1, Page 137 of the Map Records of Liberty County, Texas. This tract of land is more particularly described in Exhibit B; and

WHEREAS, the said Street appears from existing deed records to previously have been dedicated to the City of Liberty; and

WHEREAS, the City of Liberty has received a request from the abutting property owner(s) to consider vacating and abandonment of said Street(s) and/or any Public Rights-of-Way; and,

WHEREAS, all of the owners of record abutting the above-mentioned Street, will, prior to the taking effect of this Orinance, sign executed Release Forms releasing the City of Liberty from any and all damages arising out of the vacating and abandonment of said Street; and,

WHEREAS, the party or parties to receive the property that makes up the dedicated street to be abandoned herein, will grant a general utility easement to the City that meets the approval of the

City Attorney of the City of Liberty regarding the land subject to the abandonment that forms the subject of this Ordinance prior to the Ordinance becoming effective; and,

WHEREAS, the abutting land-owner(s), prior to this Ordinance taking effect, shall grant as partial consideration to the City of Liberty a perpetual easement for the purpose of erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining any and all public utilities (including water, wastewater, storm water detention, filtration, and drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of public utilities.

WHEREAS, the abandonment and vacating of said Street will not affect the traffic flow or pattern in the area, and the City Council finds that it is in the best interest of the City to abandon, vacate and close said Street for public use, since it is no longer used for vehicular traffic; and

WHEREAS, the City Council of the City of Liberty, Texas, finds and declares that it is in the best interest of all of the citizens of the City of Liberty, Texas that said Street be vacated and closed and abandoned, in favor of the request of the abutting property owners, and they be required to pay the fair market value of the property to be abandoned through this Ordinance as well as any applicable surveying, deeds and recording or other costs to transfer the property to the abutting property owners, if any.

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

Section 1. That the following described portions of Streets and/or Public Rights-of-Way, as shown on Exhibits "A" and "B" attached hereto and made a part of this Ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, save and except for any past, present, and future utility easement shown on Exhibit "A" and "B" or that will be granted by the abutting property owners to the City, shall be and remain with the City.

Section 2. That said portion of the Streets and/or Public Rights-of-Way are not needed for public roadway purposes and it is in the public interest of the City of Liberty to abandon said described portion of the Streets/rights-of-way for use as a road and roadway, but reserving the past, present and future utility easements for the City.

Section 3. That the Interim City Manager or City Manager is hereby authorized and directed to convey by quitclaim deed the interest of the City of Liberty, Texas, in and to the said Streets and/or Public Rights-of-Way, except for any past, present, or future utility easement belonging to the City.

Section 4. That the abandonment provided for herein shall extend only to the public right and title in and to the tracts of land described in Section 1 of this Ordinance, and shall be construed only to that interest the governing body of the City of Liberty may legally and lawfully abandon.

Section 5. The consideration for said abandonment shall be deposited in the street maintenance fund of the City of Liberty as is required by provisions of the Local Government Code, Section 253.001, as amended.

Section 6. This Ordinance shall be in full force and effect upon its passage and the obligations required herein of the abutting property owners.

Section 7. The requirement of Section 3.10 of the Home Rule Charter that this Ordinance be read on two separate days is hereby dispensed with.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 8th day of September, 2009.

_____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

_____
APPROVED AS TO FORM:
Randall P. Gunter
City of Attorney

Exhibit A

DESCRIPTION of a tract of land situated in the Liberty Town East League, Abstract Number 359, Liberty County, Texas, being out of and a part of Lot 4 in Outer Block 7, all in the City of Liberty, Texas, plat of said City of Liberty being recorded in Volume 1, Page 137 of the Map Records of Liberty County, Texas. This tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DESCRIPTION BEARINGS AND FOUND MONUMENTS IN THE EAST LINE OF A CALLED 5.000 ACRE TRACT OF LAND DESCRIBED IN ARTICLES OF DISSOLUTION OF MEARNS CHEVROLET COMPANY DATED MAY 1, 1979, AND RECORDED IN VOLUME 855, PAGE 12 OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/2 inch capped iron rod set in the West line of said Lot 4 in Outer Block 7 at its intersection with the East or Southeast right of way of Highway No. 146 for the Northwest corner and PLACE OF BEGINNING of the tract herein described;

THENCE South with the West line of said Lot 4 in Outer Block 7, a distance of 165.07 feet to an "X" cut in concrete for an interior corner of this tract, the Southwest corner of said 23 feet wide reserve tract;

THENCE East a distance of 23.00 feet to a 1/2 inch iron rod with cap set for the Southeast corner of the tract herein described;

THENCE North a distance of 180.10 feet to 1/2 inch iron rod with cap set for the Northeast corner of the tract herein described and in the East or Southeast right of way line of Highway No. 146;

THENCE in a line to the PLACE OF BEGINNING.

Exhibit B

DESCRIPTION of a tract of land situated in the Liberty Town East League, Abstract Number 359, Liberty County, Texas, being situated between Lot 3, Outer Block 8 and Lot 2, Outer Block 15, all in the City of Liberty, Texas, plat of said City of Liberty being recorded in Volume 1, Page 137 of the Map Records of Liberty County, Texas. This tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DESCRIPTION BEARINGS AND FOUND MONUMENTS IN THE EAST LINE OF A CALLED 5.000 ACRE TRACT OF LAND DESCRIBED IN ARTICLES OF DISSOLUTION OF MEARNS CHEVROLET COMPANY DATED MAY 1, 1979, AND RECORDED IN VOLUME 855, PAGE 12 OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at the Northeast corner of a 4.999 acre tract of land situated in the Liberty Town East League, Abstract Number 359, Liberty County, Texas, being out of and a part of Lot 2 in Outer Block 15 of the City of Liberty, Texas, plat of said City of Liberty being recorded in Volume 1, Page 137 of the Map Records of Liberty County, Texas. Said 4.999 acre tract also being of all of that same called 5.000 acre tract of land described in Articles of Dissolution of Mearns Chevrolet Company dated May 1, 1979, and recorded in Volume 855, Page 12 of the Deed Records of Liberty County, Texas, for the Southeast corner and PLACE OF BEGINNING of the tract herein described.

THENCE North a distance of 27.78 feet to a point in the North right of way line of Monta Street and the Southwest corner of a 3.627 acre tract of land in Lot 4, Outer Block 7 of the City of Liberty, for the Northeast corner of the tract herein described;

THENCE West a distance of 310.92 feet along the North right of way of Monta Street to a 1/2 inch capped iron rod for the Northwest corner of the tract herein described;

THENCE generally Southwest to a 1/2 inch capped iron rod for the Northwest corner of said 4.999 acre tract of land and the Southwest corner of the tract herein described;

THENCE East with the North line of the 4.999 acre tract, the North line of said Lot 2 in Outer Block 15 and the South right of way line of Monta Street a distance of 337.47 feet to the PLACE OF BEGINNING.

LEE REAL ESTATE

P. O. BOX 346 ~ 517 TRAVIS, SUITE 100 ~ LIBERTY, TEXAS 77575

W. C. LEE, JR., BROKER-CERTIFIED APPRAISER

August 17, 2009

Mr. Roy Gilliland
City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Re: Undeveloped Section of Monta Street, Lot No. 2, Outer Block No. 15, City of Liberty, Liberty County, Texas

Dear Roy:

Enclosed herewith is a copy of a portion of a survey proposed by Collins and Associates Surveyors, Inc. That area outlined in yellow is an extension of Monta Street which has never been constructed.

I represent L. D. Real Estate, LTD (Elvin Hayes) and have a pending sale on the building known as the Old Ford Dealership. Included in the sale are two (2) acres, which will include property on both sides of the unimproved section of Monta Street. It would be beneficial to all parties if that portion of Monta Street could be abandoned and conveyed to L. D. Real Estate, LTD. Any and all power lines and drainage easements would remain in place and not be affected by the conveyance.

Please give this your consideration and let me know your thoughts.

Very truly yours,

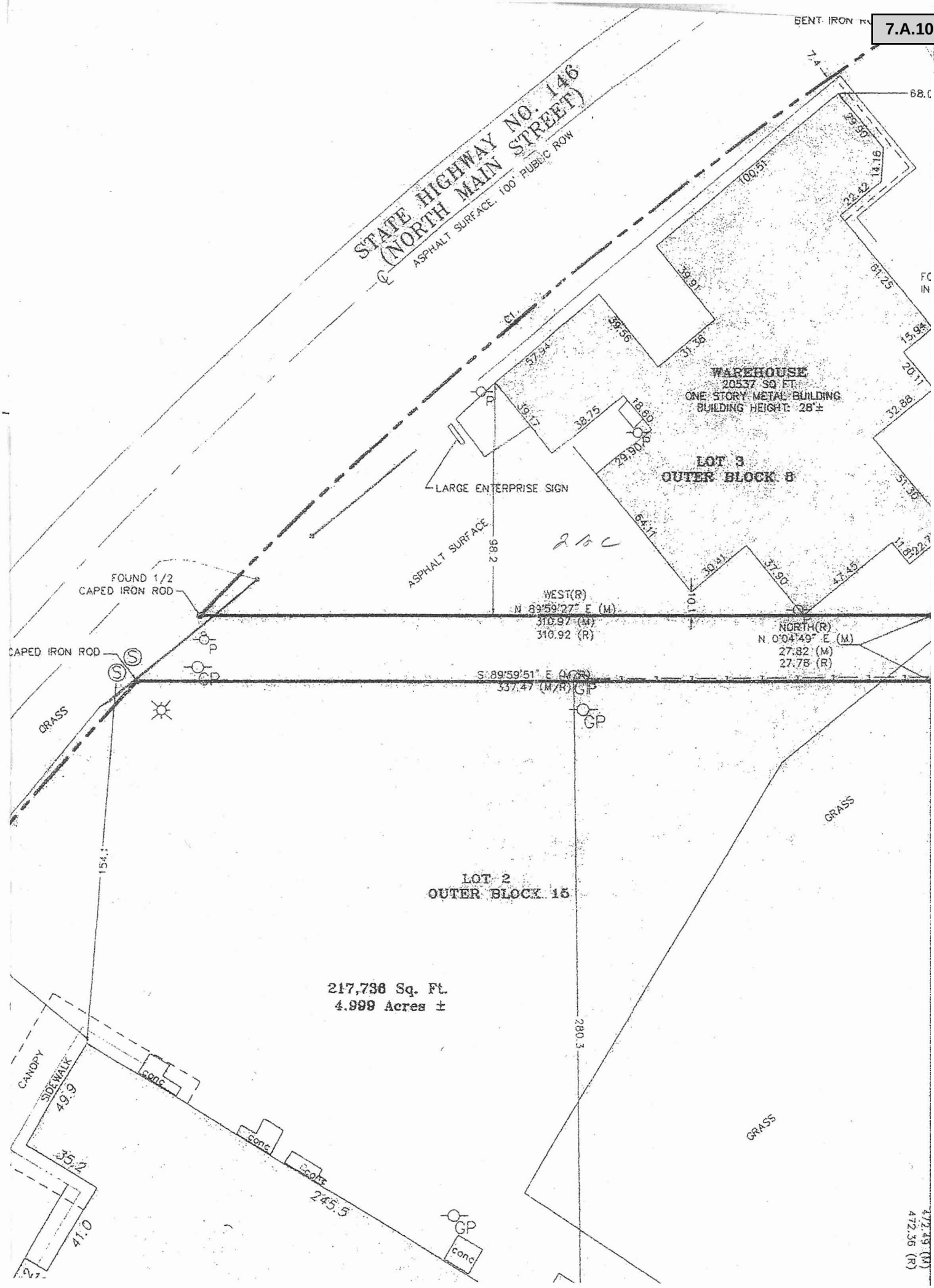
W. C. Lee, Jr.

WCL/mm

cc: Elvin Hayes

OFFICE . 936-336-6744 . FAX 936-336-2619 . EMAIL lee.realestate@imsday.com . WEB leerealestateliberty.com

Attachment: Abandon Street Info (ORD-2009-18 : Abandon Dedicated Street)



Attachment: Abandon Street Info (ORD-2009-18 : Abandon Dedicated Street)