



The City of Liberty City Council

Regular Meeting

~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, July 10, 2012

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 Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Frank Jordan	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda. Please be aware that, under Texas Law, the Council may not deliberate or take any action on non-agenda items. In some situations, City staff may be able to respond to the public comment with a factual statement or clarification. City Council may request that the item be placed on a future agenda at which time the Council may deliberate and/or act.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 2430)

Various Project Updates - City Mgr. Gary Broz

B. Information Item (ID # 2431)

Recycling Report - Councilperson Huddleston

C. Information Item (ID # 2432)

Liberty County Project on Aging Update - City Mgr. Gary Broz / Amy DelToro

D. Information Item (ID # 2433)

Financial Report - Finance Dir. - Naomi Herrington

E. Information Item (ID # 2434)

Sam Rayburn Municipal Power Agency - Mayor Pickett

F. Information Item (ID # 2435)

Houston-Galveston Area Council - Councilperson Jordan

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, June 12, 2012

2. Tuesday, June 26, 2012

3. Council Action (ID # 2436)

Consider Approval of an Interlocal Agreement with Liberty County Hospital District No. 1 for Maintenance of Parking Lots, and Take Any Action Deemed Necessary.

- Agreement - Hosp. Parking Lots (PDF)

VII. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 2437)

Public Hearing on the 2011 Drinking Water Quality Report. - G. Broz / T. Warner

- Drinking Water Quality Rpt. 2011 (PDF)

2. Council Action (ID # 2438)

Consider Approval of Change Order No. 5 for the Wastewater Treatment Plant Upgrade Project, TWDB CWSRF No. 72124. - G. Broz / T. Warner

- WWTP Upgrade CO #5 (PDF)

3. Council Action (ID # 2439)

Consider Final Acceptance of the Wastewater Treatment Plant Project, Phase I, TWDB CWSRF No. 72124 and Approve Release of Retainage. - G. Broz / T. Warner

- WWTP Upgrade Acceptance Phase 1 (PDF)

4. Council Action (ID # 2440)

Consider Approval of a Lease Agreement Between the City of Liberty and Mr. Leslie Wallace for a Month-To-Month House Lease at the Liberty Municipal Airport, and Take Any Action Deemed Necessary. - G. Broz

- Lease Agreement - Leslie Wallace (PDF)

5. Council Action (ID # 2441)

Consider Approval of a Contract with the Law Firm of McCreary, Veselka, Bragg, and Allen, P.C. for the Collection of Delinquent Municipal Court Fines and Fees. - G. Broz

- Contract-Collection Mun Court Fines (PDF)

6. Resolution (ID # 2442)

Consider Approval of a Resolution to Impose an Additional Fee for Collection Costs for Delinquent Court Fines and Fees Pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. - G. Broz

7. Council Action (ID # 2443)

Discussion of 2008-2009 Liberty-Dayton Community Hospital Outstanding Utility Accounts, and Take Any Action Deemed Necessary. - G. Broz

8. Council Action (ID # 2444)

Discussion of the Status of the Liberty Community Development Grant to Tower Autoplex and Take Any Action Deemed Necessary.

VIII. 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 3rd day of July, 2012 at 5:30 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

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 _____, 2012.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2430)

DOC ID: 2430



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2431)

DOC ID: 2431



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2432)

DOC ID: 2432



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2433)

DOC ID: 2433



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.E

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2434)

DOC ID: 2434



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.F

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2435)

DOC ID: 2435



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, June 12, 2012

6:00 PM

City Council Chambers

I. CALL TO ORDER

The Meeting was called to order on June 12, 2012 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:10 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Councilperson	Present	
Dennis Beasley	Councilperson	Present	
Frank Jordan	Councilperson	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Randy Gunter	City Attorney	Present	

II. INVOCATION

The Invocation was given by Pastor Richard Ayers, St. Johns Missionary Baptist Church, Silsbee, Texas.

III. PLEDGE OF ALLEGIANCE

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

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. The following comments were made:

- 1) Police Chief Billy Tidwell expressed his appreciation for the support of the Council during the Departments' quest for Texas Police Chief's Association, Best Practices Certification, and gave each Council Member a lapel pin that the officers would be wearing on their uniform,
- 2) Mr. Brian Buchner, Austin, Texas, addressed Council regarding property he owns that could be used for future development and to the benefit of the City of Liberty,
- 3) Mayor Pickett reminded everyone of the July 4th Celebration and Fireworks Display to be held on Tuesday, July 3rd at the Liberty Municipal Park, and reported that Conflict of Interest forms were placed at each Council Member place for future use, and
- 4) City Manager Gary Broz reported on the status of City employee Avon Moore, currently in St. Luke's Hospital.

Minutes Acceptance: Minutes of Jun 12, 2012 6:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 2409)

Various Project Updates - City Mgr. Gary Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on current City projects including:

- 1) budget work sessions to be held July 11, 12, and 13,
- 2) Monta Street well motor replacement complete and back online,
- 3) June sales tax revenues are in line with budgeted amounts,
- 4) Meals on Wheels Program progressing well with approximately 104 meals being served in Liberty, Dayton, and Liberty County,
- 5) 100 AV fuel tank out of service at the Airport for cleaning and upgrades, and
- 6) various comments regarding several additional City projects.

B. Information Item (ID # 2410)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

This agenda item was passed on, no report was given.

C. Information Item (ID # 2411)

Liberty County Project on Aging Update - City Mgr. Gary Broz

COMMENTS - Current Meeting:

This agenda item was passed on, no report was given.

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:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

A. Minutes Approval

1. Tuesday, May 08, 2012
2. Wednesday, May 16, 2012
3. Council Action 2012-50

Consider Approval of March 22 and 23 as Dates for the 2013 Liberty Jubilee.

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2012-51

Consider Ratifying the Liberty Community Development Corporation's Award of Contract Proposal for T-Hangars at the Liberty Municipal Airport, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the Liberty Community Development Corporation, at their Annual Meeting, awarded the proposal for 2 10-Unit Nested T-Hangars for the Liberty Municipal Airport to Arnold Construction, in the amount of \$559,873. Mr. Broz explained that previously proposals for the design build of these hangars had been awarded to Pelco Construction, in an amount \$4000 higher than the low bidder, giving local preference. After research by the City Attorney, and with \$214,576 being in federal funds (FEMA) - no local preference allowed, the project was re-bid to include an evaluation matrix of the proposals received:

<u>Proposer</u>	<u>Proposal Amount</u>	<u>Total Points</u>
Arnold Construction	\$559,873	91
Pelco Construction	\$563,950	86
Bruce's General Const.	\$565,000	90
Wendell Kelley Const.	\$595,433	70
Civil Concepts Const.	\$697,416	65

Mr. Broz stated that the LCDC's recommendation is to award the proposal to Arnold Construction, with further discussion centering on the matrix and points assigned, the need for a tie-breaker clause in future project specifications, and other related topics. Mr. Broz reported that project funding sources include \$214,576 of FEMA funds, \$162,000 insurance reimbursement from Hurricane Ike, a TXDOT Grant for dirtwork, leaving approximately \$184,00 of LCDC funds to be expended. Motion was made to approve the recommendation made by the Liberty Community Development Corporation that the proposal be awarded to Arnold Construction.

ATTACHMENTS:

- Airport Hangar Matrix June 2012 (PDF)

Minutes Acceptance: Minutes of Jun 12, 2012 6:00 PM (Minutes Approval)

RESULT: **APPROVED [5 TO 0]**
MOVER: Frank Jordan, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Huddleston, Beasley, Jordan, Simonson
ABSTAIN: Louie Potetz, David Arnold

2. Council Action 2012-52

Consider Approval of Liberty County EMS Life Care Membership, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Mr. Mike Koen, Executive Director of Liberty County Emergency Medical Services was present to address Council regarding the Liberty Co. EMS Life Care Membership Program. This program involves a membership fee, initial transports with no fee, followed by minimal charges for additional transports. This program will not cover any transports within the City of Liberty or 911 transports going out of town unless requested by the City of Liberty. After lengthy discussion, a motion was made to accept the proposal. The motion was defeated.

The City Manager, Fire Chief, and Mr. Koen will meet later in the week to further discuss and examine this program.

ATTACHMENTS:

- Koen - City Council Request (PDF)

RESULT: **DEFEATED [2 TO 5]**
MOVER: Libby Simonson, Councilperson
SECONDER: Diane Huddleston, Councilperson
AYES: Diane Huddleston, Libby Simonson
NAYS: Pickett, Beasley, Jordan, Potetz, Arnold

3. Council Action 2012-53

Consider Approval of a Change Order in the Amount of \$1924.62, for Installation of Isolation Switches in Front of Electrical Meters at the Washington and Wallisville Lift Stations, to Comply with City Electrical Department Requirements.

COMMENTS - Current Meeting:

Public Works Director Tom Warner explained, in regard to Disaster Recovery Program Funds for Wastewater Treatment Plant Improvements, that the original plans for the Washington and Wallisville Lift Stations did not include a disconnect between the pole and the meter box. The installation of the isolation switches at the meter provide an alternative for disconnecting the electricity, rather than having to disconnect the high voltage electricity at the transformer. Mr. Warner further stated that these switches are to be installed at the Washington and Wallisville Lift Stations for a total amount of \$1924.62, and will comply with the City's requirements for new electric service.

Motion was made to approve the Change Order in the amount of \$1924.62.

ATTACHMENTS:

- Change Order W & W June 2012 (PDF)

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

4. Council Action 2012-54

Consider Approval of Intent to Proceed with Phase I of the Street Extension Project, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Mr. Broz reported that Adam Ott, Magnolia Manor Health Care Administrator was ready to construct a new 56,000 ft. facility, upon completion of the proposed street extension project, having his finances already in order. Mr. Broz proposed holding a joint meeting of the Liberty Community Development Corporation and the City Council that would include the City's Financial Advisor, engineers, landowners, and business owners. At this time, each of those individuals and entities involved may hear the specifics, discuss the project and the issues at hand.

Further discussion included future growth of the area, the proposed new hospital, commitment from Magnolia Manor of intent to purchase property, acquiring right-of-way acquisition for the entire project before commencing, and other related topics. City Attorney Randy Gunter stated that he foresees Magnolia Manor and the property owner entering into a contract for purchase of the property, conditioned on LCDC and the City moving forward with the street project, to include an escape clause, resulting in an enforceable purchase contract.

The joint meeting will be held on Tuesday, June 26th at 6:00 p.m.

RESULT:	NO ACTION TAKEN
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5. Council Action 2012-55

Consider Approval of an Interlocal Agreement with Liberty County Hospital District No. 1 for Maintenance of the Parking Lots, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

This agenda item was passed on.

RESULT:	NO ACTION TAKEN
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B. Executive Session

Deliberation Regarding Economic Development. Gov. Code §551.087
Consultation with Attorney. Gov. Code §551.071

1. Receive advice from Council's legal counsel regarding status of acquisition of real property as it relates to rail spur acquisition and service.
2. Receive legal advice as to construction bidding issue.

At 7:20 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 7:36 p.m., Mayor Pickett closed the open meeting and reconvened the open meeting.

1. Council Action 2012-56

Consider and Take Action, If Any, on the Items as Discussed in the Executive Session.

RESULT: NO ACTION TAKEN

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

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 7:37 p.m.

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

 Carl Pickett, Mayor

ATTEST:

 Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jun 12, 2012 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, June 26, 2012

6:05 PM

City Council Chambers

I. CALL TO ORDER

The Meeting was called to order on June 26, 2012 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:05 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Councilperson	Present	
Dennis Beasley	Councilperson	Present	
Frank Jordan	Councilperson	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Randy Gunter	City Attorney	Present	

II. 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. There were no comments.

III. REGULAR AGENDA

A. Regular Session

1. Council Action 2012-58

Discuss with the Engineers, Financial Advisor, Potential Business Owners and Landowners the Future of the Proposed Street Extension Project, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

City Council and the Liberty Community Development Corporation held a joint meeting in which a presentation was made regarding the future of the Proposed Street Extension Project. Mr. Tommy Kuykendahl and Mr. Ben Galvan, Civil Corps Engineers, and Mr. Robert Henderson, the City's Financial Advisor presented facts and figures regarding various issues related to the project. Mr. Kuykendahl presented the project description to include breaking the project into phases, acquiring all right-of-way prior to commencement, utilities and storm sewer plan, and other related topics. Mr. Kuykendahl reported that this project will consist of a two-lane street, with a continuous turn lane (total three lanes) that can be expanded to five lanes in the future. The total project extends from Main and Jefferson, east on Jefferson to Lakeland Drive, then to Hwy. 146 Bypass through undeveloped property, for a total project cost of \$8.3 million. Phase 1 begins at the Hwy.146 Bypass and continues west approximately 2300 feet and ending in a

temporary cul-de-sac, for an approximate cost of \$2.95 million dollars which includes utilities and drainage costs. Mr. Kuykendahl requested direction and approval to proceed with Phase I of the project.

Mr. Henderson addressed Council regarding funding issues related to the project. Mr. Henderson stated that Sales Tax Revenue Bonds would be issued and secured solely by sales tax revenue collected by the LCDC. Mr. Henderson reviewed project funding, using no cash contributions, stating that this would be the more extreme route, borrowing all \$2,950,000, for Phase I. As a result, there would be debt service of \$215,000-\$220,000 per year, and taking on \$5 million dollars in debt in budget year 2015-2016 for Phase II. The fund balance would continue to grow, and at the end of five years would be approximately \$5.4 million dollars, barring the funding of other major projects.

Mr. Henderson also reviewed project funding, using cash contributions, expending \$1 million from the LCDC fund balance and borrowing \$1.95 million to complete Phase I. Proposed funding for Phase II would be to use LCDC funds with a second borrowing of less than \$3.5 million dollars. This approach would be expending more cash, but acquiring less debt. This would leave the LCDC with a respectable fund balance at the end of five years, of \$3.4 million dollars. Additional discussion included basis points, coverage ratio, interest rates, and other topics.

Mr. Adam Ott, Magnolia Manor Health Care Administrator was present to discuss plans for a new nursing home to be constructed, upon completion of Phase I of the new street. Mr. Ott stated that he currently has an option to purchase eleven acres along the new roadway. Mr. Bruce Stratton, Liberty County Hospital District No. 1, addressed Council regarding the need and proposed plans for a new hospital to also be located on the new roadway, within the next 3-5 years. Further discussion was held regarding a proposed new medical complex, donation of right-of-way by the landowners, underground electric service, project cost estimates, contingencies, and additional issues.

Consensus of the Council was to begin negotiations with landowners regarding right-of-way acquisition, with the engineers being directed to return to Council, in one month, with a further definite cost estimate for all portions of the project.

RESULT:	NO ACTION TAKEN
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2. Council Action 2012-57

Review Presentation Relative to the Sam Rayburn Municipal Power Agency, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

The City's Financial Advisor, Mr. Bob Henderson, was present to offer his analysis regarding an email, and subsequent financial modes, put for by Ralph Gillis, General Counsel for the Sam Rayburn Municipal Power Agency, relating to an initiative regarding the City of Liberty leaving SRMPA as a member city. The substance of this correspondence was to offer the City a chance to exit the Agency prior to the current bond refunding taking place, at a substantial savings to the City. Mr. Henderson reviewed with Council the issues and assumptions involving the financial models, including administrative charges for economic development loads, adder fees, Cambridge, and power usage. As a result of his review of the documentation and his

knowledge of the business of the City of Liberty and bond markets in general, Mr. Henderson suggested to Council that the City not exit the Agency.

Motion was made not to exit the Sam Rayburn Municipal Power Agency.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Frank Jordan, Councilperson
SECONDER:	Libby Simonson, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 8:30 p.m.

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

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jun 26, 2012 6:05 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.A.3

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 2436)

DOC ID: 2436

**INTERLOCAL AGREEMENT FOR MAINTENANCE OF HOSPITAL PARKING
LOT**

This agreement ("Agreement") is made and entered into between the **City of Liberty**, a home rule municipal corporation of the State of Texas ("City"), acting by and through **Carl Pickett**, its duly authorized City Mayor, and the **Liberty County Hospital District**, a political subdivision of the State of Texas located in Liberty County ("Hospital District"), acting by and through Bruce Stratton.

RECITALS

This Agreement is made under the authority granted to the governmental entities pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, the City recognizes that having a local hospital is important to the community; and

WHEREAS, the citizens of Liberty and the City's City Council have determined that having adequate parking and lighting at the hospital is important; and

WHEREAS, the City of Liberty recognizes that repairing and maintaining the Liberty Dayton Community Hospital parking lot will provide a valuable service for its citizens; and

WHEREAS, the City of Liberty recognizes the need to obtain supplies for City's emergency services vehicles; and

WHEREAS, the Hospital District recognizes the need for repairs and maintenance to the hospital parking lot; and

WHEREAS, the Hospital District recognizes the benefit of having an ambulance service operated by the City of Liberty; and

WHEREAS, in accordance with the Act, The City and Hospital District recognize that any payments for the performance of governmental functions or services, to the extent such payments would be required, are from available current revenues.

NOW, THEREFORE, the City of Liberty contracts with the Hospital District to make repairs and maintain the parking lot located at the Liberty Dayton Community Hospital, in exchange for consideration of the mutual covenants, promises and agreements herein expressed, the parties agree as follows:

AGREEMENT

1.

City agrees to repair and maintain the Liberty Dayton Community Hospital parking lot in exchange for medical supplies provided by Hospital District to be used on City emergency services vehicles. A value for the parking lot maintenance shall be assessed by City personnel at the time services are rendered and supplies from the Hospital District shall be available to the City at no charge up to the value of the parking lot maintenance as determined by the City.

2.

The term of this Agreement is for a period beginning on _____, and lasting indefinitely. Either party has the right to terminate this contract at any time upon 15 days written notice of the decision to the other party.

3.

City and Hospital District covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

4.

City and Hospital District covenants that neither they nor any of their respective officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

5.

City and Hospital District, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.

6.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

7.

The failure of City or Hospital District to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or Hospital District's right to assert or rely upon any such term or right on any future occasion.

8.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Liberty County, Texas.

9.

The governing bodies of City and the Hospital District have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies to sign this Agreement on behalf of the governing bodies.

10.

This written instrument constitutes the entire agreement by the parties hereto concerning the property and services to be transferred and performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

11.

The parties agree that this agreement may be executed in duplicate originals.

12.

Notices to Hospital District shall be deemed given when delivered in person to the President of the Board, or the next business day after the mailing of said notice addressed to said Hospital District by United States mail, certified or registered mail, return receipt requested, and postage paid at 624 Fannin St., Liberty, TX 77575.

Notices to City shall be deemed given when delivered in person to the City Mayor, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 1829 Sam Houston St., Liberty, TX 77575.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to multiples in Liberty, Liberty County, Texas, this ____ day of _____, A.D. 2012.

ATTEST:

CITY OF LIBERTY

City Secretary

Carl Pickett
Mayor, City of Liberty

ATTEST:

HOSPITAL DISTRICT

Bruce Stratton



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2437)

DOC ID: 2437

2011 CITY OF LIBERTY ANNUAL DRINKING WATER QUALITY REPORT

7.A.1.a

Consumer Confidence Report (CCR)

The source of drinking water used by CITY OF LIBERTY is Ground Water

PWS ID Number: TX1460003, PWS Name: CITY OF LIBERTY - Annual Water Quality Report for the period of January 1 to December 31, 2011

Public Participation Opportunities: July 10, 2012 at 6:00 pm at City Hall in the Council Chambers

This report is intended to provide you with important information about your drinking water and the efforts made by the water system to provide safe drinking water.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at (800) 426-4791.

Special Notice:

Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Information on Sources of Water:

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharge, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

Information about Secondary Contaminants:

Many constituents (such as calcium, sodium, or iron) which are often found in drinking water can cause taste, color, and odor problems. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas, not the EPA. These constituents are not causes for health concern. Therefore, secondaries are not required to be reported in this document but they may greatly affect the appearance and taste of your water.

Information about Source Water Assessments:

A Source Water Susceptibility Assessment for your drinking water source(s) is currently being updated by the Texas Commission on Environmental Quality. This information describes the susceptibility and types of constituents that may come into contact with your drinking water source based on human activities and natural conditions. The information contained in the assessment allows us to focus source water protection strategies. For more information about your sources of water, please refer to the Source Water Assessment Viewer available at the following URL: <http://gis3.tceq.state.tx.us/swav/Controller/index.jsp?wtrsrc=>

Further details about sources and source water assessments are available in Drinking Water Watch at the following URL: <http://dww.tceq.texas.gov/DWW/>

For more information regarding this report contact: City of Liberty, Attn: Sammy Hood, 1100 N Main, Liberty, Texas 77575, 936-336-2910

Este Informe contiene información muy importante sobre el agua que usted bebe. Tradúzcalo o hable con alguien que lo entienda bien.

City of Liberty
1829 Sam Houston
Liberty, TX 77575



Water Quality Test Results:

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

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

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

Maximum residual disinfectant level or MRDL: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Avg: Regulatory compliance with some MCLs are based on running annual average of monthly samples.

ppm: milligrams per liter or parts per million - or one ounce in 7,350 gallons of water.

ppb: micrograms per liter or parts per billion - or one ounce in 7,350,000 gallons of water.

na: not applicable.

Definitions: The following tables contain scientific terms and measures, some of which may require explanation.

Action Level Goal (ALG): The level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety.

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

2011 Regulated Contaminants Detected

MCL Goal	Contaminant	Total Coliform MCL	Highest No. of Positive	Fecal Coliform or E. Coli MCL		Total No. of Positive E. Coli or Fecal Coliform Samples		Violation	Likely Source of Contamination
0	Coliform Bacteria	1	2	0		0		Y	Naturally present in the environment.
Contaminant	Date	MCLG	Action Level	90 th Percentile	# Sites Over AL	Units	Violation	Likely Source of Contamination	
Copper	06/30/2010	1.3	1.3	0.145	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems.	
Lead	06/30/2010	0	15	2.03	0	ppb	N	Corrosion of household plumbing systems; Erosion of natural deposits.	
Contaminants	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination	
Arsenic	01/22/2008	4.4	4.4 – 4.4	0	10	ppb	N	Erosion of natural deposits; Runoff from Orchards; Runoff from glass and electronics production wastes.	
Barium	01/22/2008	0.068	0.068 – 0.068	2	2	ppm	N	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.	
Fluoride	2010	.42	0.42 – 0.42	4	4.0	ppm	N	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum	

Violations Table**Note on Violations:**

TCEQ recently completed a review of Public Notice violations that were historically present in our database. This review was done at the request of the Environmental Protection Agency and was triggered by the TCEQ migration to the Safe Drinking Water Information System (SDWIS). Following EPA guidelines TCEQ returned to compliance many PN violations that had existed, but may have not been reported on a prior year CCR. We strongly encourage you to check Drinking Water Watch (<http://dww.tceq.texas.gov/DWW/>) for the current status of any violations displayed on this page.

E. coli

Fecal coliforms and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Microbes in these wastes can cause short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Violation Type	Violation Begin	Violation End	Violation Explanation
MONITORING, SOURCE (GWR), MAJOR	01/01/2011	01/31/2011	We failed to collect follow-up samples within 24 hours of learning of the total coliform-positive sample. These needed to be tested for fecal indicators from all sources that were being used at the time the positive sample was collected.

Public Notification Rule

The Public Notification Rule helps to ensure that consumers will always know if there is a problem with their drinking water. These notices immediately alert consumers if there is a serious problem with their drinking water (e.g., a boil water emergency).

Violation Type	Violation Begin	Violation End	Violation Explanation
PUBLIC NOTICE RULE LINKED TO VIOLATION	02/19/2011		We failed to adequately notify you, our drinking water consumers, about a violation of the drinking water regulations.
PUBLIC NOTICE RULE LINKED TO VIOLATION	05/13/2011		We failed to adequately notify you, our drinking water consumers, about a violation of the drinking water regulations.

Total Coliform

Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other; potentially-harmful, bacteria may be present. Coliforms were found in more samples than allowed and this was a warning of potential problems.

Violation Type	Violation Begin	Violation End	Violation Explanation
MCL (TCR), MONTHLY	01/01/2011	01/31/2011	Total coliform bacteria were found in our drinking water during the period indicated in enough samples to violate a standard.
MONITORING (TCR), REPEAT MINOR	01/01/2011	01/31/2011	We failed to collect all of the follow-up samples in response to finding total coliform bacteria in a routine sample. Because of this failure, we cannot be sure of the quality of our drinking water during the period indicated.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Sewer System Issues

COUNCIL ACTION (ID # 2438)

DOC ID: 2438

CHANGE ORDER No.: Five (5)

DATE: June 25, 2012

PROJECT: City of Liberty, Liberty County, Texas
Wastewater Treatment Plant
TWDB CWSRF # 72124

OWNER: City of Liberty
1829 Sam Houston Street
Liberty, Texas 77575

CONTRACTOR: Allco
P.O. Box 3684
Beaumont, TX 77704

TO THE OWNER: Approval of the following contract change is requested.

REASON FOR CHANGE: Modifications to autodialer system and digester decant system as requested by Owner's operator.

CONTRACT PRICE

ORIGINAL CONTRACT AMOUNT: \$2,945,800.00

PREVIOUS CHANGE ORDERS:	No. One	\$7,914.50
	No. - Two	\$30,893.17
	No. - Three	\$50,838.49
	No. - Four	\$10,000.00

THIS CHANGE ORDER:

<u>Item</u>	<u>Description</u>	
5	Allowance for Grit Removal from existing units	-\$6,014.53

AMOUNT OF THIS CHANGE ORDER: -\$6,014.53

**TOTAL REVISED CONTRACT AMOUNT INCLUDING
CHANGE ORDER NO. Four (4)** \$3,039,431.63

CONTRACT TIME

Description: Contract Time is being adjusted to provide for modification of the digester decant.

ORIGINAL CONTRACT TIME - Substantial Completion 330 Consecutive Calendar Days

Previous Change Orders- 140 Consecutive Calendar Days

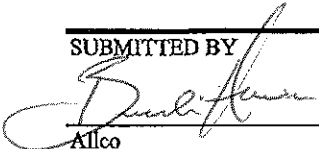
THIS CHANGE ORDER: Calendar Days

**TOTAL REVISED CONTRACT TIME INCLUDING
CHANGE ORDER NO. One (1)** 470 Consecutive Calendar Days

CONDITION OF CHANGE:

Contractor acknowledges and agrees that the adjustments in contract price and contract time stipulated in this Change Order represents full compensation for all increases and decreases in the cost of, and the time required to perform the entire work under the Contract arising directly or indirectly from this Change Order and all previous Change Orders. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract, and that Contractor will waive all rights to file a claim on this Change Order after it is properly executed.

SUBMITTED BY


Allco
Contractor
Date: 6/25/12

REVIEWED BY


Schaumburg & Polk, Inc.
Engineer
Date: 6/25/12

APPROVED BY

City of Liberty
Owner
Date: _____

Attachment: WWTP Upgrade CO #5 (2438 : Change Order - WWTP Upgrade)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Sewer System Issues

COUNCIL ACTION (ID # 2439)

DOC ID: 2439

AFFIDAVIT ON BEHALF OF CONTRACTORSTATE OF TEXASCOUNTY OF JEFFERSONCONTRACT NO. CITY OF LIBERTY
WASTEWATER TREATMENT PLANT DATED MARCH 17, 2010

ALLCO BY AND THROUGH T. W. HARRISON, ITS PRESIDENT DOES HEREBY AND HERewith DECLARE THAT ALL LABOR, BILLS FOR MATERIALS, FOR SUPPLIES, UTILITIES AND FOR ALL OTHER THINGS FURNISHED OR CAUSED TO BE FURNISHED BY THE ABOVE NAMED CONTRACTOR AND USED IN THE EXECUTION OF THE CONTRACT NUMBERED AND DATED ABOVE BETWEEN CITY OF LIBERTY AND ALLCO HAVE BEEN FULLY PAID, AND THAT THERE ARE NO UNPAID CLAIMS OR DEMANDS OF SUBCONTRACTORS, MATERIAL MEN, MECHANICS, LABORERS, OR ANY OTHER RESULTING FROM OR ARISING OUT OF ANY WORK DONE OR ORDERED TO BE DONE BY SAID CONTRACTOR UNDER THE ABOVE IDENTIFIED CONTRACT; AND DECLARES:

THAT ALL FEDERAL AND STATE PAYROLL TAXES AND CONTRIBUTIONS FOR UNEMPLOYMENT INSURANCE, OLD AGE PENSIONS, ANNUITIES, AND RETIREMENT BENEFITS IMPOSED OR ASSESSED UNDER ANY PROVISION OF ANY LAW, STATE OR FEDERAL, AND MEASURED BY WAGES, SALARIES, OR OTHER REMUNERATION PAID BY SAID CONTRACTOR TO EMPLOYEES OF HIS OWN OR SUBCONTRACTORS ENGAGED IN SAID WORK, OR IN ANY OPERATION INCIDENTAL THERETO HAVE BEEN PAID.

ALLCO

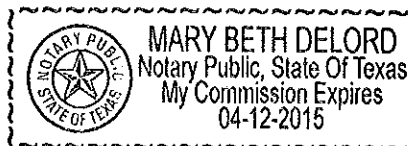
BY: T.W. Harrison

T.W. HARRISON - PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25TH DAY JUNE 2012Mary Beth DeLord

NOTARY PUBLIC

STATE OF TEXAS

MY COMMISSION EXPIRES: 4-12-2015

PROJECT: City of Liberty WWTP
 OWNER: City of Liberty
 CONTRACTOR: Allco
 ENGINEER: Schaumburg & Polk

Invoice #: 6382
 TX-649

Contract:

PERIOD END: August 31, 2011

ESTIMATE NO.: Sixteen (16)

SUMMARY OF PAYMENT VALUES FROM ATTACHED SCHEDULES

Original Contract Amount	2,945,800.00
Approved Change Orders	93,631.63
Current Contract Amount	<u>3,039,431.63</u>
Total Value of Contract Performed	2,945,800.00
Extra Work on Approved Change Orders	93,631.63
Material on Hand	
Total Value of Work to Date	<u>3,039,431.63</u>
Less Amount Retained at %	
Net Amount Earned on Contract	<u>3,039,431.63</u>
Less Amount of Previous Invoices	<u>2,880,919.65</u>
BALANCE DUE THIS INVOICE	<u><u>158,511.98</u></u>

Percentage of Contract Invoiced to Date 100%

The undersigned contractor certifies that all work, including materials on hand, covered by this Periodic Payment have been completed or delivered in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodic Payments were issued and received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: Allco

BY:

T.W. Harrison

DATE:

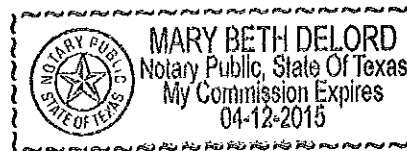
31-Aug-11

T.W. Harrison, President

Subscribed and sworn to before me this 31st day of August 2011

Notary Public:

Mary Beth DeLord



My Commission expires: April 12, 2015

Reviewed by: Schaumburg & Polk

Approved for Payment by: City of Liberty

Timothy J. Boy 6.25.12
 Date

_____ Date

Approved for Payment by:

Approved for Payment by:

_____ Date

_____ Date

PROJECT: City of Liberty WWTP
 OWNER: City of Liberty
 CONTRACTOR: Allco
 ENGINEER: Schaumburg & Polk

Contract:

PERIOD END: August 31, 2011

ESTIMATE NO.: Sixteen (16)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
1	Mobilization							
1.1	Payment Bond, Performance Bond	1	LS	30,904.00	30,904.00		1	30,904.00
1.2	Insurance	1	LS	8,496.00	8,496.00		1	8,496.00
1.3	Field Office	1	LS	3,850.00	3,850.00		1	3,850.00
1.4	Moving Equipment to Project	1	LS	6,750.00	6,750.00		1	6,750.00
2	Wastewater Treatment Plant Improvements							
2.a	Headworks/Influent Structure Modifications							
2.a.1	Remove & Dispose of existing bar screens	1	LS	2,100.00	2,100.00		100%	2,100.00
2.a.2	Modify existing influent structure	1	LS	1,725.00	1,725.00		100%	1,725.00
2.a.3	Remove ex. slab, & replace w/proposed RC slab	1	LS	4,325.00	4,325.00		100%	4,325.00
2.a.4	Furnish and Install new manual bar screen	1	LS	4,524.00	4,524.00		100%	4,524.00
2.a.5	Furnish & install new mechanical bar screen	1	LS	236,934.00	236,934.00		100%	236,934.00
2.a.6	Furn & Inst new stop gates, inf & grit chamb	1	LS	6,000.00	6,000.00		1	6,000.00
2.b	Rehab Influent Lift Station							
2.b.1	Remove existing influent pumps (3 each)	1	LS	2,500.00	2,500.00		1	2,500.00
2.b.2	Furnish and Install influent pumps (5 each)	1	LS	188,920.00	188,920.00		100%	188,920.00
2.b.3	Replace existing valves and piping	1	LS	25,006.00	25,006.00		100%	25,006.00
2.b.4	Furnish & Install Metal Elect Panel Platform	1	LS	20,500.00	20,500.00		100%	20,500.00
2.b.5	Rehab existing crane hoist	1	LS	3,600.00	3,600.00		100%	3,600.00
2.c	Existing Treatment Basin Modifications							
2.c.1	RR all existing slide gates/butterfly gates	1	LS	59,893.00	59,893.00		100%	59,893.00
2.c.2	RR exist 4" air Lift pumps/thickener/digester	1	LS	89,134.00	89,134.00		1	89,134.00
2.c.3	Mod pipe 4" Air lift pumps Thick/Dig/Pre mix	1	LS	15,791.00	15,791.00		1	15,791.00
2.c.4	RR existing thickener scum collector tube	1	LS	5,601.00	5,601.00		1	5,601.00
2.c.5	Mod pipe/Structure at Thickener Weir/Super	1	LS	9,150.00	9,150.00		1	9,150.00
2.c.6	Proposed mod to accommodate Prop 16" FM	1	LS	45,770.00	45,770.00		100%	45,770.00
2.c.7	Ext all exist Reinforced Concr walls. plug blockouts	1	LS	19,250.00	19,250.00		100%	19,250.00
2.c.8	RR air supply header section	1	LS	201,131.00	201,131.00		100%	201,131.00
2.c.9	Furnish & Install Modify to effluent chamber	1	LS	20,400.00	20,400.00		100%	20,400.00
2.c.10	Furnish & Install 8'x6'x8' canopy at Effluent Chamber	1	LS	2,000.00	2,000.00		100%	2,000.00
2.c.11	RR existing air bridge supports	1	LS	22,100.00	22,100.00		100%	22,100.00
2.c.12	Proposed misc. metals/grating/stairs/handrills ets.	1	LS	99,991.00	99,991.00		100%	99,991.00
2.c.13	RR 360 each of existing Air Diffusers, Air Drops and	360	EA	126.15	45,414.00		360	45,414.00
2.c.14	Modify Ex Digestors for 8" Decant Lines	1	LS	12,384.00	12,384.00		100%	12,384.00
2.c.15	Modify Ex digestors for 8" Sludge Lines	1	LS	8,405.00	8,405.00		100%	8,405.00
2.c.16	Furnish/Install R/C walls to Reaeration Chamber 1&2	1	LS	59,499.00	59,499.00		100%	59,499.00
2.d	Rehab Clarifier "1"							
2.d.1	Modify & Clean ex. Clarifier Center Mechanism	1	LS					
2.d.2	Clean & Televis Existing 24" influent line	1	LS	600.00	600.00		1	600.00
2.d.3	Dewater clarifier/Mix chamber/plugs/diverting of flow	1	LS	2,500.00	2,500.00		1	2,500.00
2.d.4	RR existing Mix Chamber Influent Pipe	1	LS	13,220.00	13,220.00		1	13,220.00
2.d.5	Relevel existing clarifier weirs & Install new gaskets	1	LS	7,000.00	7,000.00		1	7,000.00
2.e	Rehab Clarifier "2"							
2.e.1	Modify & Clean ex. Clarifier Center Mechanism	1	LS					
2.e.2	Clean & Televis Existing 24" influent line	1	LS	600.00	600.00		1	600.00
2.e.3	Dewater clarifier/Mix chamber/plugs/diverting of flow	1	LS	2,500.00	2,500.00		1	2,500.00
2.e.4	RR existing Mix Chamber Influent Pipe	1	LS	15,628.00	15,628.00		1	15,628.00
2.e.5	Relevel existing clarifier weirs & Install new gaskets	1	LS	7,000.00	7,000.00		1	7,000.00
2.f	Construct Proposed Belt Press Facility							
2.f.1	Excavation & Backfill for foundation	1	LS	8,800.00	8,800.00		100%	8,800.00
2.f.2	Furnish & Install Structural Backfill	1	LS	4,200.00	4,200.00		100%	4,200.00
2.f.3	Furn & Instl R/C Structure include foundation	1	LS	202,339.00	202,339.00		100%	202,339.00

Attachment: WWTP Upgrade Acceptance Phase 1 (2439 : Final Acceptance WWTP Upgrade Phase I)

PROJECT: City of Liberty WWTP
 OWNER: City of Liberty
 CONTRACTOR: Allco
 ENGINEER: Schaumburg & Polk

Contract:

PERIOD END: August 31, 2011

ESTIMATE NO.: Sixteen (16)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
2.f.4	Furn & Instl Pre-engin Metal Canopy 23'x36'-15'	1	LS	22,000.00	22,000.00		100%	22,000.00
2.f.5	Furn & Instl Pre-engin Metal Canopy 8'x23'-18'	1	LS	8,000.00	8,000.00		100%	8,000.00
2.f.6	Furnish & Install all drain basins & piping	1	LS	13,469.00	13,469.00		100%	13,469.00
2.f.7	Furnish & Install proposed Belt Press Unit	1	LS	290,118.00	290,118.00		100%	290,118.00
2.g	Constr Proposed Sludge Pump Sta/ChemStruct							
2.g.1	Reinforced Concrete Slabs for Polymer/pump	1	LS	3,500.00	3,500.00		100%	3,500.00
2.g.2	Furn & Install Pre-fab Grp Blk for Polymer	1	LS	21,000.00	21,000.00		100%	21,000.00
2.g.3	Furn & Install Polymer feed equipment	1	LS	105,073.00	105,073.00		100%	105,073.00
2.g.4	Furn & Install Sludge Metering Pump	1	LS	3,200.00	3,200.00		100%	3,200.00
2.g.5	Furn & Instl chem PVC Lines & Valves	1	LS	3,100.00	3,100.00		100%	3,100.00
2.h	Modifications to Blowers & Air Piping							
2.h.1	Rehab Existing Blowers	1	LS	76,000.00	76,000.00		100%	76,000.00
2.h.2	Modify Existing Blower Header Piping	1	LS	45,563.00	45,563.00		100%	45,563.00
2.h.3	Furn & Install new valves & fittings	1	LS	6,340.00	6,340.00		100%	6,340.00
2.i	Disinfection Equipment							
2.i.1	Remove Chlorination/Dechlorination Equip	1	LS	2,500.00	2,500.00		100%	2,500.00
2.i.2	Furn & Instl new Chlorination Equipment	1	LS	55,300.00	55,300.00		100%	55,300.00
2.i.3	Furn & Instl new Dechlorination	1	LS	50,000.00	50,000.00		100%	50,000.00
2.i.4	Proposed PVC piping/conn to exist system	1	LS	2,000.00	2,000.00		100%	2,000.00
2.i.5	Furn & Instl all piping labels	1	LS	2,500.00	2,500.00	100%	100%	2,500.00
2.i.6	Modify existing CMU bldg ventilation; doors	1	LS	4,500.00	4,500.00		100%	4,500.00
2.i.7	Furn & Instl new leak detection equipment	1	LS	3,800.00	3,800.00		100%	3,800.00
2.i.8	RR crane hoist on existing support	1	LS	9,650.00	9,650.00		100%	9,650.00
2.i.9	Furn/Instl 28'x22'x14' mtl canopy/foudation	1	LS	28,480.00	28,480.00		100%	28,480.00
2.j	Yard Piping							
2.j.1	12" Belt Press Drain/all fittings & Connections	1	LS	31,124.00	31,124.00		100%	31,124.00
2.j.2	16" FM/all fittings, valves & Connections	1	LS	62,687.00	62,687.00		100%	62,687.00
2.j.3	8" BP Sludge Suction Ln/all fittings	1	LS	8,266.00	8,266.00		100%	8,266.00
2.j.4	4" BP Sludge Discharge Ln /all fittings	1	LS	6,948.00	6,948.00		100%	6,948.00
2.j.5	1" & 2" Potable water lns/all fittings	1	LS	3,029.00	3,029.00		100%	3,029.00
2.j.6	2" CL Solution Ln for Clarifier 1 & 2 /all mount	1	LS	5,283.00	5,283.00		100%	5,283.00
2.j.7	48" Diam. MH, all rings, covers & coatings	1	LS	19,134.00	19,134.00		100%	19,134.00
2.j.8	15" RCP Culvert	1	LS					
2.j.9	8" Digester Decant Lines/all mounting brack	1	LS	14,813.00	14,813.00		100%	14,813.00
2.j.10	8" Digester Sludge lns/all mounting brackets	1	LS	16,983.00	16,983.00		100%	16,983.00
2.k	Miscellaneous & Sitework							
2.k.1	Fine Grading all disturbed areas	1	LS	9,800.00	9,800.00		100%	9,800.00
2.k.2	Seeding/Fertilizer all distrubed areas	1	LS	9,500.00	9,500.00		100%	9,500.00
2.k.3	All Painting	1	LS	21,500.00	21,500.00		100%	21,500.00
2.k.4	Limestone Pavement	1	LS	30,800.00	30,800.00		100%	30,800.00
2.l	Temporary Treatment							
2.l.1	All Bypass Pumping	1	LS	15,922.00	15,922.00		100%	15,922.00
2.l.2	Dewatering of units (pumping)	1	LS	14,000.00	14,000.00		100%	14,000.00
2.l.3	Divert Flow by plugs, gates or stops	1	LS	7,000.00	7,000.00		100%	7,000.00
2.m	Electrical							
2.m.1	Replace existing conduit runs/elect conduct	1	LS	36,000.00	36,000.00		100%	36,000.00
2.m.2	Belt Press bldg elect & controls	1	LS	79,834.00	79,834.00	1%	100%	79,834.00
2.m.3	Polymer feed bldg elect & controls	1	LS	12,000.00	12,000.00		100%	12,000.00
2.m.4	Sludge Metering Pump elect & contols	1	LS	9,500.00	9,500.00		100%	9,500.00
2.m.5	Bar Screen elect & controls	1	LS	13,500.00	13,500.00		100%	13,500.00
2.m.6	Influent Pump Station elect & controls	1	LS	17,500.00	17,500.00		100%	17,500.00
2.m.7	Modify to exist treatmt units elect & controls	1	LS	12,000.00	12,000.00		100%	12,000.00
2.m.8	Modify to exist MCC, include MCCIA Exp	1	LS	90,000.00	90,000.00		100%	90,000.00

Attachment: WWTP Upgrade Acceptance Phase 1 (2439 : Final Acceptance WWTP Upgrade Phase I)

PROJECT: City of Liberty WWTP
 OWNER: City of Liberty
 CONTRACTOR: Allco
 ENGINEER: Schaumburg & Polk

Contract:

PERIOD END: August 31, 2011

ESTIMATE NO.: Sixteen (16)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
2.m.9	Misc elect & control fitting, brackets, etc.	1	LS	20,350.00	20,350.00		100%	20,350.00
3	Trench Safety System	800	LF	1.00	800.00		800	800.00
	Allowances (Per CO 3,4,5)							
4	Allowances for Groundwater Control		LS					
5	Allowances for Grit Removal	1	LS	133,985.47	133,985.47		100%	133,985.47
6	Allowance for modifications to exist clarifier	1	LS	613.84	613.84		100%	613.84
TOTAL FOR PROJECT					2,985,399.31			2,985,399.31

Attachment: WWTP Upgrade Acceptance Phase 1 (2439 : Final Acceptance WWTP Upgrade Phase I)

PROJECT: City of Liberty WWTP
 OWNER: City of Liberty
 CONTRACTOR: Allco
 ENGINEER: Schaumburg & Polk

Contract:

PERIOD END: August 31, 2011

ESTIMATE NO.: Sixteen (16)

C/O ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
	Change Order No. 1 Motor Rehab	1	LS	7,914.50	7,914.50		1	7,914.50
	Change Order No. 2 Verbatim Auto-Dialer	1	LS	8,133.17	8,133.17		100%	8,133.17
	Pump/Decant Line Modification-SW Fluids	1	LS	22,760.00	22,760.00		1	22,760.00
	Change Order No. 3							
	Remove/Replace Damages Air Header	1	LS	5,334.60	5,334.60		100%	5,334.60
	Miscellaneous Items	1	LS	9,890.05	9,890.05		100%	9,890.05
TOTAL CHANGE ORDERS					54,032.32			54,032.32

Attachment: WWTP Upgrade Acceptance Phase 1 (2439 : Final Acceptance WWTP Upgrade Phase I)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 2440)

DOC ID: 2440

LEASE

THIS LEASE is made and entered into the ____ day of _____, 2012, by and between the **CITY OF LIBERTY**, a Texas home-rule municipality (hereinafter referred to as "**Landlord**"), and **LESLIE WALLACE** (hereinafter referred to as "**Tenant**").

1. Demised Premises. Landlord is the owner of certain real property, located in Liberty, Liberty County, Texas, and more particularly described on *Exhibit A* attached hereto and made a part hereof for all purposes (the "**Leased Property**"). Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Property.

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

3. Rent. In consideration for the Leased Property Tenant shall provide to Landlord services including the clearing of trees, stumps, and brush from the leased property. After expiration of the lease term, said lease shall be automatically renewed for a one month term unless notification is given to all parties in writing that a party wishes to cancel the lease.

4. Use of Leased Property. The Leased Property is to be used and occupied by Tenant for any legal purpose so long as its use does not interfere with use or operation of the Liberty Municipal Airport.

5. Governmental Compliance. Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and shall obtain and maintain all required licenses, permits, and approvals.

6. Utilities. Tenant shall be responsible for paying, prior to delinquency, any utility charges incurred by Tenant during the Lease Term.

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

8. Maintenance. With the exception of any items for which Landlord has expressly accepted responsibility, Tenant shall maintain the Leased Property to the satisfaction of the City. Upon the expiration or earlier termination of the Lease Term, Tenant shall peaceably quit and surrender the Leased Property in good order and

condition, excepting ordinary wear and tear and unrepaired casualty or condemnation damage.

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

10. Signage. Tenant shall have the right to erect signs on the Leased Property.

11. Insurance.

a. Tenant shall at its sole expense, procure and maintain throughout the Lease Term for the protection of Tenant and Landlord, as their interests may appear, policies of insurance as agreed to by landlord written by insurance companies rated "a" or better, and a financial rating of not less than Class "X" by A.M. Best Company, Inc. and otherwise acceptable to Landlord.

b. Upon request by Landlord, Tenant shall furnish to Landlord certificates of insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder. Landlord makes no representation that the minimum limits of liability specified to be carried by Tenant are adequate to protect Tenant. Tenant shall provide any such additional coverage as Tenant deems adequate. Tenant shall cause Landlord to be named as an additional insured under its insurance policy

c. The parties desire to avoid liability to each other's insurers. Thus, Landlord and Tenant each for itself and for any person or entity claiming through it (including any insurance company claiming by way of subrogation), hereby waives any and every claim which arises or may arise in its favor against the other party hereto and the other party's officers, directors and employees for any and all loss of or damage to property, to the extent (but only to the extent) that the waiving party who suffers such loss or damage is actually compensated by insurance or would be compensated by the insurance policies contemplated herein if such policies were maintained as required hereby. Each party agrees to have such insurance policies properly endorsed so as to make them valid notwithstanding this waiver, if such endorsement is required to prevent a loss of insurance.

12. Condemnation. If the Leased Property or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "**Condemnation**"), this Lease shall terminate as to the part so taken as of the date the proportionately. Tenant shall have the right to claim directly from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures, and leasehold

improvements, to the extent such improvements were made by Tenant, if such claim can be made separate and apart from any award to Landlord. Landlord shall repair any damage to the structure of the Leased Property caused by such Condemnation. If Tenant, in its sole discretion, determines that the Leased Property is no longer suitable for Tenant's intended use, Tenant may elect to terminate this Lease by notifying Landlord of its election within thirty (30) days of the date the condemning authority takes possession.

13. Environmental Covenants and Indemnity.

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

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

c. For purposes of this provision, "Environmental Activity" means any surface or subsurface, actual, proposed or threatened storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Leased Property or otherwise relating to the Leased Property or the use of the Leased Property. "Environmental Requirements" means all present and future federal, state and local laws and ordinances (including CERLA and all other applicable provisions of the Code and rule and regulations promulgated thereunder), rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements, and other governmental restrictions and other agreements relating to the environment or to any Hazardous

Substance or Environmental Activity. "Hazardous Substance" means (i) asbestos, polychlorinated biphenyls, urea formaldehyde, lead-based paint, radon gas, naturally occurring radioactive materials, petroleum or its products, chlorides, oil, solid waste pollutants and contaminants and (ii) any chemicals, materials, wastes or substances that are (x) defined, (y) regulated, or (z) determined or identified as toxic or hazardous, in any Environmental Requirement.

14. Default by Tenant. Each of the following shall constitute a "Default" by Tenant:

- a. The failure of Tenant to pay its rent on a yearly basis.
- b. Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, if the cure of such default cannot be effected or completed within thirty (30) days, Tenant shall not be in default if Tenant has commenced and is diligently pursuing such cure within the thirty (30) day period; or
- c. If Tenant shall be adjudicated bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the Bankruptcy Code, or if such a petition be filed by creditors of Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law.
- d. If Tenant shall close down operations of its tubing company located in Liberty, Texas.

15. Landlord Remedies. In the event of Default by Tenant, the Landlord shall be entitled to all remedies to which Landlord's are entitled pursuant to the Texas Property Code; including, but not limited to, termination of the Lease in accordance with Paragraph (a) below or Landlord's duties, if any, pursuant to Section 91.006 of the Texas Property Code and other applicable state laws.

- a. In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay Landlord, at the Landlord's address herein indicated, the sum of all Rent and other indebtedness accrued to the date of such termination.
- b. In the event Landlord elects to terminate the Lease by reason of an event of Default, in lieu of exercising the rights of Landlord under the preceding subparagraph, Landlord may instead hold Tenant liable for all Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination by Landlord until date which would have been the date of expiration of the Lease Term (had Landlord not elected to terminate the Lease on account of such event of default) diminished by any net sums thereafter received by Landlord through reletting the Leased Property during said period (after deducting expenses incurred by Landlord for reletting as above provided) and discounted for present value. Actions to collect amounts due by Tenant to Landlord may be brought

from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to receive any excess of Rent (or Rent plus other sums) obtained by reletting over and above the Rent herein reserved.

c. In the event Landlord elects to terminate the Lease for any reason Landlord retains ownership in all stabilization materials and rock or other surface improvements added to the Lease Property by Tenant. Tenant does not have the right to remove any rock or other surface improvements from the premises after Lease termination.

16. Landlord's Lien. Landlord expressly waives any and all liens, express or implied, statutory or contractual, that would otherwise serve to secure Tenant's obligations hereunder.

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

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

19. Termination of Lease. Landlord and Tenant both have the right to terminate the lease agreement by giving the other party thirty (30) days written notice of said termination. In the event of termination of the lease agreement for any reason by either party Landlord shall have the right to maintain possession and control of any and all rock and other materials provided by Tenant to be used for stabilization of the Lease Property. Tenant shall not be allowed to remove the rock or other stabilization materials from the Lease Property.

20. Assignment and Subletting. Tenant may assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Property with the prior written consent of Landlord.

21. Entry by Landlord. Landlord and/or Landlord's agents shall have the right to enter the Leased Property upon reasonable notice to Tenant (such notice may be oral, but no notice shall be required in the case of any emergency) for any purpose which Landlord may reasonably deem necessary for the maintenance and/or repair (without implying any obligation of Landlord to repair unless expressly provided herein) of the Leased Property. In the event Landlord's representatives enter the Leased Property at anytime other than in case of emergency, Landlord's representatives, employees,

contractors, licensees and invitees must be accompanied by a representative of Tenant and must comply with all of the Tenant's safety protocols and policies. Landlord's representatives, employees, contractors, licensees and invitees enter the Leased Property at their own risk.

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

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

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

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

26. Notice. Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be registered, postage paid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

To Landlord: City of Liberty
1829 Sam Houston
Liberty, Texas 77575
Attn: Mr. Gary Broz
(936) 336-7362
Fax No. (336) 336-9846

To Tenant: Leslie Wallace
214 Cardinal Dr.
Liberty, TX 77575

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

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

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

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

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

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

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

33. Time of the Essence. Time is of the essence if this Lease and all of the terms, covenants and conditions hereof.

34. Recording. A memorandum of this Lease may be recorded or filed for record by Tenant in any public records or governmental office.

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

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

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

LANDLORD:

ATTEST:

CITY OF LIBERTY

City Secretary

Carl Pickett
Mayor, City of Liberty

TENANT:

ATTEST:

LESLIE WALLACE

Exhibit A

62.37 acres of land in the P.P. Devers Survey, A-22, Liberty County, Texas, said lands being more particularly described by metes and bounds as follows, to-wit:

FIELD NOTES of a 62.37 acre tract of land situated in the P. P. Dever League Abstract No. 22, Liberty County, Texas, being all of Tract 1 called 31 ½ acres, Tract 2 called 31 ½ acres conveyed to Pamela Kay Fregia by Jimmy Ross Fregia by deed dated January 25, 2011, and recorded in Clerk's File No. 2011000825 of the Official Public Records of Liberty County, Texas, a called ½ acre tract of land conveyed to Edmon Fregia by Helen Burr by deed dated February 17, 1971, and recorded in Volume 674 at Page 730 of the Deed Records of Liberty County, Texas, an area of conflict with 48.064 acres conveyed to City of Liberty by Edmon Fregia, et ux, by deed dated September 17, 1985, and recorded in Volume 1089 at Page 811 of the Official Public Records of Liberty County, Texas, and an area of conflict with a called 103.05 acre tract of land conveyed to Edmon Fregia, et ux, by V. R. Fregia, et ux, by deed dated July 7, 1982, and recorded in Volume 950 at Page 188 of the Deed Records of Liberty County, Texas. This 62.37 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON GRID BEARINGS. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a ¾ inch iron pipe found for the Southeast corner of this tract of land, the Southeast corner of said Tract 2, the Southeast corner of said area of conflict with the called 103.05 acres, and the Southwest corner of a called 60 acre tract of land conveyed to Leslie Wallace by Edmon Fregia, et ux, by deed dated August 29, 2003, and recorded at Clerk's File No. 2003013491 of the Official Public Records of Liberty County, Texas.

THENCE South 78°43'03" West with the South line of this tract of land, the South line of said Tracts 2 and 1, the South line of said area of conflict with the called 103.05 acres, the South line of said area of conflict with the 48.064 acres, and the South line of said called ½ acre, at a distance of 726.39 feet set a ½ inch iron rod for the Southwest corner of said Tract 2, and the Southeast corner of said Tract 1, in all a total distance of 1452.78 feet to a ½ inch iron rod set for the Southwest corner of this tract of land, the Southwest corner of said Tract 1, the Southwest corner of said area of conflict with the 48.064 acres, and the Southeast corner of a called 36 acre tract of land conveyed to Leslie Wallace by Martrell Fregia by deed dated December 18, 2009, and recorded at Clerk's File No. 2009019922 of the Official Public Records of Liberty County, Texas.

THENCE North 03°19'57" West with the West line of this tract of land, the West line of said Tract 1, the West line of said area of conflict with the 48.064 acres, and the East line of said called 36 acres, at a distance of 410.63 feet set a ½ inch iron rod on line at the Northwest corner of said area of conflict with the 48.064 acres, from which a 5/8 inch iron rod found for the Northeast corner of said area of conflict with the 48.064 acres bears North 76°52'59" East a distance of 554.30 feet, continuing along the West line of this tract of land, a total distance of 1888.47 feet to a ½ inch iron rod set for the Northwest corner of this tract of land, the Northwest corner of said Tract 1, the Northeast corner of said called 36 acres, and in the South line of a 108 acre tract of land conveyed to James W. Dodd, Trustee, by Clint Fregia, et ux, by deed recorded in Volume 614 at Page 389 of the Deed Records of Liberty County, Texas.

THENCE North 78°43'03" East with the North line of this tract of land, the North line of said Tracts 1 and 2, and the South line of said 108 acres, at a distance of 726.39 feet set a ½ inch iron rod on line for the Northeast corner of said Tract 1, and the Northwest corner of said Tract 2, in all a total distance of 1452.78 feet to a ½ inch iron rod set for the Northeast corner of this tract of land, the Northeast corner of said Tract 2, and the Northwest corner of said called 60 acres. From this corner a 1 inch iron pipe found for the Northeast corner of said called 60 acres bears North 78°43'03" East a distance of 1400.10 feet.

THENCE South 03°19'57" East with the East line of this tract of land, the East line of said Tract 2, the East line of said area of conflict with the 103.05 acres, and the West line of said called 60 acres, at a distance of 1430.65 feet set a ½ inch iron rod on line at the Northeast corner of said area of conflict with the 103.05 acres, from this corner a ¾ inch iron rod found for the Northwest corner of said area of conflict with the 103.05 acres bears South 76°52'59" West a distance of 866.18 feet, continuing along the East line of this tract of land a total distance of 1888.47 feet to the PLACE OF BEGINNING, containing within said boundaries 62.37 acres of land, with 14.27 acres of land within the areas of conflict of said 103.05 acres and 48.064 acres, leaving 48.10 acres of land, more or less.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Contracts

COUNCIL ACTION (ID # 2441)

DOC ID: 2441

**CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES**

STATE OF TEXAS

§

COUNTY OF LIBERTY

§

§

THIS CONTRACT is made and entered into by and between the **CITY OF LIBERTY, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium.

III.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, semi-monthly, all funds deposited into the MVBA Trust Account which pay the entire balance of a fines and fees account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected.

The City shall be responsible for the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

Attachment: Contract-Collection Mun Court Fines (2441 : Contract - Delinquent Court Fines)

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure on those cases in which the data files are transmitted to MVBA by electronic media.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The City shall pay to MVBA said compensation on a monthly basis by check.

VI.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is two years, beginning on the _____ day of _____, 2012, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least thirty (30) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Harvey M. Allen
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the following address:

City of Liberty
Attention: Gary Broz, City Manager
1929 Sam Houston
Liberty, Texas 77864

IX.

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2012.

CITY OF LIBERTY, TEXAS

_____,
Mayor

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Harvey M. Allen
Attorney at Law



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Fees

RESOLUTION (ID # 2442)

DOC ID: 2442 A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS
TO IMPOSE AN ADDITIONAL FEE FOR COLLECTION COSTS OF MUNICIPAL
COURT FINES AND FEES**

WHEREAS, the City of LIBERTY, Texas has entered into a contract with a private attorney to provide legal services related to the collection of debts and accounts receivable including, unpaid court fines, fees, court costs, forfeited bonds, and restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (“Fines and Fees”); and,

WHEREAS, Article 103.0031, Texas Code of Criminal Procedure, authorizes the governing body of a city that contracts with a private attorney for the collection of Fines and Fees to impose an additional collection fee in the amount of thirty percent on each Fine and Fee that is more than sixty days past due and has been referred to the attorney for collection; and,

WHEREAS, the City Council of the City of LIBERTY, Texas has determined that it is in the public interests to insure the prompt payment of delinquent Fines and Fees, as provided by Article 103.0031, Texas Code of Criminal Procedure,

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

In accordance with Article 103.0031, Texas Code of Criminal Procedure, there shall be imposed on debts and accounts receivable including, unpaid court fines, fees, court costs, forfeited bonds, and restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure that are more than sixty days past due and have been referred to an attorney a collection fee of thirty percent of each said amount.

PASSED AND APPROVED THIS _____ DAY OF _____,
2012.

Mayor

ATTEST:

City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Utilities

COUNCIL ACTION (ID # 2443)

DOC ID: 2443



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 07/10/12 06:00 PM

Department: Administration
Category: Demolition

COUNCIL ACTION (ID # 2444)

DOC ID: 2444