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 8, 2014 | **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	☐	☐	☐	
Mayor Pro Tem 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 regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3040)

Project Updates - G. Broz, City Mgr.

B. Information Item (ID # 3041)

Sam Rayburn Municipal Power Agency - Mayor Pickett

C. Information Item (ID # 3042)

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 10, 2014

VII. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 3043)

Public Hearing on the 2013 Drinking Water Quality Report.

- Drinking Water Quality Report (PDF)

2. Council Action 2014-40

Consider a Request for Variance, to Code of Ordinances Section 3.08.117, for a proposed Recreational Vehicle Park to be located on Lakeland Drive, and Take Any Action Deemed Necessary.

- RV Park Backup Info (PDF)

3. Ordinance 2014-10

Consider adoption of an Ordinance amending Code of Ordinances Section 10.02.122, Lot Improvements, regarding setback lines.

- Setback Line Backup Info (PDF)

4. Council Action 2014-41

Consider approval of Change Orders #6, #7, and #8 with Ernest P. Breaux Electrical Inc., for the Boomerang Substation.

- Breaux Change Orders (PDF)
- Boomerang Sub Costs (PDF)

5. Council Action 2014-42

Consider approval of an Interlocal Agreement with the Texas Municipal League MultiState Intergovernmental Employee Benefits Pool for Employee Health Insurance.

- Employee Health Ins Info(PDF)
- Employee Health Info #2 (PDF)
- Employee Health Info #3 (PDF)

6. Council Action 2014-43

Consider approval of a COBRA Continuation of Coverage Administrative Agreement with the Texas Municipal League MultiState Intergovernmental Employee Benefits Pool.

- COBRA Info (PDF)

7. Ordinance (ID # 3032)

Consider adoption of an Ordinance creating a Commercial/Industrial Reinvestment Zone at the Liberty Municipal Airport.

8. Resolution 2014-8

Consider Approval of a Resolution Electing to Participate in the Tax Abatement Program Under Texas Tax Code Chapter 312.

9. Resolution 2014-9

Consider approval of a Resolution adopting Guidelines and Criteria for Tax Abatement.

- Tax Abatement Guidelines and Criteria 2012 (DOC)

10. Council Action 2014-44

Consider the purchase of equipment for the City-wide network, and take any action deemed necessary.

- City-wide Network Info (PDF)

11. Council Action 2014-45

Discuss and consider approval of moving the Liberty Bell from the First Liberty National Bank to a new tower to be constructed on site of the Geraldine Humphreys Cultural Center, and take any action deemed necessary.

- Bell Tower Letter (PDF)

12. Council Action (ID # 3053)

Consider proposal for Architectural Services for a "New Liberty Bell Tower, Landscaping and Parking; for the City of Liberty, Texas, and take any action deemed necessary.

- Bell Tower Proposal (PDF)

B. Executive Session

Government Code §551.071
Private Consultation with Attorney on all subjects or matters authorized by law:

1. Contemplated or Pending Litigation - City of Liberty Cultural Center.

C. Reconvene into Regular Session

1. Council Action (ID # 3051)

Consider and take action, if any, on the items as discussed in the Executive Session.

VIII. WORK SESSION

1. Work Session (ID # 3054)

Presentation and discussion of draft budget for Fiscal Year 2014-2015.

IX. ADJOURNMENT

A. Motion To: Adjourn

CERTIFICATION

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 3rd day of July, 2014 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

____
Dianne Tidwell, City Secretary

NOTICE

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 _____________________, 2014.

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3040)

DOC ID: 3040

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3041)

DOC ID: 3041

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3042)

DOC ID: 3042

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The City of Liberty
City Council
Regular Meeting
~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, June 10, 2014 **6:00 PM** **City Council Chambers**

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Absent	
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 Mr. Kevin Ladd, Director, Wallisville Heritage Park.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Liberty High School Senior Evelyn Brady.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Pickett reported on the following:

- The Hunger Busters Program is preparing to serve meals to those less fortunate children that may not otherwise have anything to eat during the summer months. Mayor Pickett thanked the program volunteers,
- Thank you to the organizers and participants of the recent D-Day Parade, commemorating the 70th Anniversary of D-Day,
- The Liberty County Appraisal District has filed with the City its 2015 Budget and Appraisal Plan,
- The annual Independence Day Celebration will take place on Thursday, July 3rd at the

Liberty Municipal Park,

- A copy of the minutes from the March 27th and April 22nd Sam Rayburn Municipal Power Agency meetings has been provided,
- Applauded Carol Skewes, Editor of The Vindicator, on an article regarding TOMEI Engineering regarding relocating their headquarters from Chicago to Liberty, and
- Scheduled dates for the upcoming Budget Work Sessions will need to be rescheduled.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3019)

Liberty Fire Department - Life Saver Awards

COMMENTS - Current Meeting:

Fire Chief Fred Collins recognized, and presented awards to, a member of the public and members of the Fire/EMS Department whose efforts saved the life of local citizen, Mr. Michael Todd. The EMS Department responded to a call of cardiac arrest and if it were not for Mr. Todd's niece who performed CPR and the skill of the EMS personnel, Mr. Todd would not be here today.

B. Information Item (ID # 3020)

Proclamation - Liberty High School Literary Criticism Team

COMMENTS - Current Meeting:

Mayor Pickett read a Proclamation, in its entirety, proclaiming Wednesday, June 11th as "Liberty High School Literary Criticism Team Day". The 2014 Lit-Crit Team won the State title in Literary Criticism, while achieving the highest score of all 1A, 2A, 3A, and 4A schools. The Proclamation was presented to the Team and its Coach, Randy Gunter.

ATTACHMENTS:

- LHS Literary Criticism Team 2014 (DOC)

C. Information Item (ID # 3021)

Project Updates - City Mgr. Gary Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the status of the following projects:

- contractor is clearing brush and trees from the right-of-way for the Street Project,
- construction of the Police Department facility is progressing well. Brick work is complete, transformer installed and power on, painting, and cabling being installed,
- fence has been replaced at the Wastewater Treatment Plant and clarifiers being worked on,
- working on options for various water issues, including water reuse with Boomerang Tube, LLC,
- lines of communication have been opened with Union Pacific regarding the railroad spur,
- budget meetings with Staff this week and a draft budget to be complete by July 3rd, and
- Ridgewood Waterline Project is complete.

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:	Frank Jordan, Councilperson
AYES:	Pickett, Beasley, Jordan, Potetz, Simonson, Arnold
ABSENT:	Diane Huddleston

A. Minutes Approval

1. Tuesday, April 22, 2014

2. Tuesday, May 13, 2014

3. Tuesday, May 27, 2014

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2014-28

Consider ratifying the Liberty Community Development Corporation's action to purchase a Tanker Truck for the Liberty Fire Department, with a loan from the Gulf Coast Economic Development District.

COMMENTS - Current Meeting:

Councilperson Jordan, as a member of the Gulf Coast Economic Development District, discussed the proposed project for purchase of a tanker truck for the Liberty Fire Department. Councilperson Jordan reviewed the GCEDD loan which was granted to the Corporation on March 24, 2014, In the amount of $498,982. The loan is for twenty years with 4% simple interest.

Councilperson Jordan reported that the Fire Department currently does not have a tanker truck, which is a critical piece of equipment which would provide an additional on-site water supply to fight fires.

A motion was made to approve the loan from the Gulf Coast Economic Development District to the Liberty Community Development Corporation for the purchase of a tanker truck.

ATTACHMENTS:

- Tanker Truck-Agenda Item Form (DOCX)

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

2. Council Action 2014-30

Consider a request from First Baptist Church to close a portion of Webster Street, between Main and Fannin, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that Steve Bean, Pastor of the First Baptist Church has asked about acquiring ownership of the block of Webster Street between Main and Fannin Street. The Church owns the property on both sides of the street in question. Discussion was held regarding the closing of this street, using gates to close the street without selling the street, setting a precedent, and other related issues.

No action was taken.

ATTACHMENTS:

- First Baptist Church Ltr (PDF)

RESULT:	**NO ACTION TAKEN**

3. Council Action 2014-31

Presentation by Don Prather regarding support for grant funding for the Liberty Church of Christ Food Bank, and take any action deemed necessary.

COMMENTS - Current Meeting:

Don Prather, Liberty Church of Christ Pastor spoke to Council regarding a letter of support in connection with a USDA Rural Development Grant Application for funding for a new Church Food Bank facility. The food bank has been in operation for fourteen years and is in desperate need of assistance. After brief discussion of its services and the number of those assisted by this program, a motion was made to authorize the City Manager to prepare a document in support of the grant, as requested.

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

4. Council Action 2014-32

Consider selection of a Financial Advisor for a potential Texas Water Development Board Project.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that in regard to compiling various options for water supply and usage, along with Texas Water Development Board requirements, proposals were let for Financial Advisor for one potential project. One response was received from RBC Capital

Markets, Robert Henderson, Broker-Dealer-Agent. Mr. Broz requested approval of Mr. Bob Henderson as the Financial Advisor and authorization to negotiate fees.

A motion was made to approve Bob Henderson as Financial Advisor for the proposed project and authorization to negotiate related fees.

ATTACHMENTS:

- Financial Advisor Recc-TWDB Proj (PDF)

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

5. Council Action 2014-33

Consider selection of a Bond Counsel for a potential Texas Water Development Board Project.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that in regard to compiling various options for water supply and usage, along with Texas Water Development Board requirements, proposals were let for Bond Counsel for one potential project. Two responses were received from Mahomes Bolden PC and McCall, Parkhurst and Horton, Tom Spurgeon, Attorney. Both firms were scored, by management, based on various criteria. Mr. Broz requested approval of Mr. Tom Spurgeon as Bond Counsel and authorization to negotiate a fee schedule.

A motion was made to approve Tom Spurgeon as Bond Counsel for the proposed project and authorization to negotiate a related fee schedule.

ATTACHMENTS:

- Bond Counsel Recc-TWDB Proj (PDF)

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

6. Council Action 2014-34

Consider the purchase of a city-wide telephone system, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the proposed purchase of a software based phone system for City Hall, the new Police Department facility, the Animal Shelter and Fire Station. Mr. Broz reported that the purchase of the phone system falls into the scope of funding with the 2010 Certificates of Obligation. Mr. Broz proposed the purchase and networking of the phone system in four steps. The proposed plan is as follows:

Step 1 - purchase 56 phones and software for the four mentioned facilities (non-networked at this time),

Step 2 - purchase a server for City Hall, which will be centrally placed for a city-wide network

Step 3 - Obtain Fiber Backbone - investigate partnership with various vendors (AT&T, Comcast, etc.)

Step 4 - Connect all facilities together, including the Library and Public Works facility.

Quotes and phones systems from six vendors were reviewed, along with warranties and references. Mr. Broz recommended the NEC phone system (Step 1) from Triangle Computer and Telephone, for a cost of $28,996.

A motion was made to approve the purchase of a telephone system for the City Hall, Police Dept., Animal Control and Fire Dept. From Triangle Computer and Telephone, in the amount of $28,996.

ATTACHMENTS:

- City-Wide Telephone-Agenda Item Form(DOCX)

RESULT:	**APPROVED [5 TO 1]**
MOVER:	David Arnold, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, Jordan, Simonson, Arnold
NAYS:	Louie Potetz
ABSENT:	Diane Huddleston

7. Council Action 2014-35

Consider approval of a bid received for Tax Resale Property described as Liberty Inner Blocks, Block 72, Lot PT 2 TR 3 5.

COMMENTS - Current Meeting:

City Attorney Randy Gunter reviewed information regarding an offer on a tax sale property described as Liberty Inner Blocks, Block 72, Lot PT 2 TR 3 5, Liberty Tax Roll Account #005900-000351-000.

Mr. Gunter reviewed the offer from Ms. Anastasia Rubin in the amount of $24,233.85, reporting on the amount of taxes owed, location (Oklahoma St.), CAD property value, amounts to be distributed to the various taxing entities, and other related information. The amount to be received by the City of Liberty is $5,760.44. Mr. Gunter stated that Liberty County and the Liberty Independent School District have already approved the sale of this property.

A motion was made to approve the sale of the property as described above.

ATTACHMENTS:

- Liberty Inner Blocks Info (PDF)
- Liberty Inner Blocks Photos (PDF)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Arnold, Councilperson
SECONDER:	Louie Potetz, Councilperson
AYES:	Pickett, Beasley, Jordan, Potetz, Simonson, Arnold
ABSENT:	Diane Huddleston

8. Council Action 2014-36

Consider approval of a bid received for Tax Resale Property described as M.G. White, Tract 117.

COMMENTS - Current Meeting:

City Attorney Randy Gunter reviewed information regarding an offer on a tax sale property described as M G White, Tract 117; Liberty County Tax Roll Account #000117-000221-003.

Mr. Gunter reviewed the offer from Mr. Wesley N. Hinch, in the amount of $7,410.00, reporting on the amount of taxes owed, location (Hwy. 563 across from Elks Lodge), CAD property value, amounts to be distributed to the various taxing entities, and other related information. The amount to be received by the City of Liberty is $1,594.36. Mr. Gunter stated that Liberty County and the Liberty Independent School District have already approved the sale of this property.

A motion was made to approve the sale of the property as described above.

ATTACHMENTS:

- MG White Tract 117 Info (PDF)
- MG White Tract 117 Photo (PDF)

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

9. Council Action 2014-37

Consider approval of a bid received for Tax Resale Property described as Davidge, Block A-1, Lot 12 PT 13.

COMMENTS - Current Meeting:

City Attorney Randy Gunter reviewed information regarding an offer on a tax sale property described as Davidge, Block A-1, Lot 12 PT 13, Liberty County Tax Roll Account #003640-000010-000.

Mr. Gunter reviewed the offer from Mr. M.C. Malone, In the amount of $3,500.00, reporting on the amount of taxes owed, location (Beaumont Ave.), CAD property value, amounts to be distributed to the various taxing entities, and other related information. The amount to be received by the City of Liberty is $691.69. Mr. Gunter stated that Liberty County and the Liberty Independent School District have already approved the sale of this property.

A motion was made to approve the sale of the property as described above.

ATTACHMENTS:

- Davidge, Block A-1 Info (PDF)
- Davidge, Block A-1 Photo (PDF)

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

10. Council Action 2014-38

Consider approval of Change Order No. 4 regarding additions of electrical/data outlets, conduit and wiring for the Dispatch Center, in the new Police Department facility.

COMMENTS - Current Meeting:

Tom Warner, Public Works Director, addressed Council regarding Change Order No. 4 for the new Police Department facility. Mr. Warner explained that there are two permanent dispatch stations, and a third station initially set up for an administrative assistant. This third station can be turned into another dispatch position as need dictates. During the design stage it was discovered that the 911 equipment must be on its own dedicated circuit. Mr. Warner stated that the change order is for the additional equipment of data outlets, conduit and wiring for the Dispatch Center, and also reviewed the number of various type outlets required.

A motion was made to approve Change Order No. 4 in the amount of $2,977.00.

City Attorney Randy Gunter departs the meeting at 7:05 p.m.

ATTACHMENTS:

- PD Change Order Agenda Item Form (DOCX)
- PD Drawing (PDF)

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

11. Council Action 2014-39

Consider approval of final payment to Eastex Utility Construction, in the amount of $48,700, for completion of the Ridgewood Subdivision Waterline Project.

COMMENTS - Current Meeting:

Mr. Tom Warner, Public Works Director, reported the Ridgewood Subdivision Waterline Project is now complete. The contractor has submitted the final payment request of $48,700, based on installed quantities. Original contract price was $151,700, however, Change Order No. 2 increased the contract amount by $10,500, previously approved by Council on May 13, 2014. The final invoice is due to the installation of six additional taps, as multiple residences were on a single tap.

A motion was made to approve final payment of $48,700 to Eastex Utility Construction for the Ridgewood Subdivision Waterline Project.

ATTACHMENTS:

- Ridgewood Subd Agenda Item Form (DOCX)
- Ridgewood Final Cost (PDF)
- Ridgewood Completion Ltr (PDF)

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

B. Executive Session

Gov. Code §551.074 - Personnel Matters.

1. Discussion of the City Manager's Annual Evaluation.

At 7:14 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:32 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2014-29

Consider and take action, if any, on the City Manager's Annual Evaluation, 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, Mayor Pickett adjourned the meeting at 8:33 p.m.

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

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Water Issues

INFORMATION ITEM (ID # 3043)

DOC ID: 3043

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City of Liberty 2013 Drinking Water Quality Report

Special Notice for the ELDERLY, INFANTS, CANCER PATIENTS, people with HIV/AIDS or other immune problems:
Some people may be more vulnerable to contaminants in drinking water than the general population. 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. The EPA/Centers for Disease Control and Prevention (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 (1-800-426-4791).

Our Drinking Water Meets or Exceeds All Federal (EPA) Drinking Water Requirements
This report is a summary of the quality of the water we provide our customers. The analysis was made by using the data from the most recent U.S. Environmental Protection Agency (EPA) required tests and is presented in the attached pages. We hope this information helps you become more knowledgeable about what's in your drinking water. WATER SOURCES: 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 before treatment include: microbes, inorganic contaminants, pesticides, herbicides, radioactive contaminants, and organic chemical contaminants. Some more knowledgeable about what's in your drinking water.

En Español Este informe incluye información importante sobre el agua potable. Si tiene preguntas o comentarios sobre éste informe en español, favor de llamar al tel. (936)336 - 3684 - para hablar con una persona bilingüe en español.

Where do we get our drinking water?
Our drinking water is obtained from GROUND water sources. It comes from the following Lake/River/Reservoir/Aquifer: Gulf Coast Aquifer. A Source Water Susceptibility Assessment for your drinking water sources(s) is currently being updated by the Texas Commission on Environmental Quality and will be provided to us this year. The report will describe 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 will allow us to focus our source water protection strategies. For more information on source water assessments and protection efforts at our system, please contact us.

ALL drinking water may contain contaminants.
When drinking water meets federal standards there may not be any health based benefits to purchasing bottled water or point of use devices. 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 (1-800-426-4791).

Secondary Constituents
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, are not required to be reported in this document but they may greatly affect the appearance and taste of your water.

Water Loss
In the water loss audit submitted to the Texas Water Development Board for the time period of Jan-Dec 2013, our system lost an estimated 138,000,000 gallons of water. If you have any questions about the water loss audit please call PWS phone number.

Public Participation Opportunities
July 8, 2014 at 6:00 pm at City Hall in the City Council Chambers.

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
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PERMIT NO. 100

City of Liberty
1829 Sam Houston
Liberty, Tx 77575

About the Following Page

The page that follows list all of the federally regulated or monitored contaminants which have been found in your drinking water. The U.S. EPA requires water systems to test for up to 97 contaminants.

Important Drinking Water Definitions:

TT: Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.
MRDLG: Maximum Residual Disinfectant Level Goal: 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 contamination.
MRDL: Maximum Residual Disinfectant Level: The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MCLG: Maximum Contaminant Level Goal: 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.
MCL: Maximum Contaminant Level: 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.
AL: Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Year	Contaminant	Highest Level Detected	Range of detected levels	MCL	MCLG	Unit of Measure	Source of Constituent
11-12	Arsenic	4.5	4.5-4.5	10	0	ppb	Erosion of natural deposits; runoff from Orchards; runoff from glass and electronics productions waste
11-12	Barium	0.407	0.407 -0.407	2	2	ppm	Discharge of drilling wastes; discharge from Metal Refineries; erosion of natural deposits
11-12	Fluoride	.26	.26-.26	4.0	4	ppm	Erosion of natural deposits; Water additive which promotes strong teeth; discharge from fertilizer & aluminum factories
11-12	Selenium	3.5	3.5-3.5	50	50	ppm	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines

Year	Radioactive Contaminants	Highest Level Detected	Range of Levels Detected	MCLG	MCL		Source of Contamination
11-12	Combined Radium 226/228	2.8	2.8-2.8	0	5	pCi/L	Erosion of natural deposits
11-12	Gross alpha excluding radon and uranium	2.8	2.8-2.8	0	15	pCi/L	Erosion of natural deposits

Year	Disinfectant	Highest Level Detected	Range of Level	MCLG	MCL	Unit of Measure	Source of Chemical
2013	Total Trihalomethanes	2.1	0-2.1	NO GOAL	80	ppb	By-product of drinking water disinfection

Year	Contaminant	90th Percentile	Exceeding Action Level	Action Level	MCLG	Unit of Measure	Source of Contaminant
2013	Lead	4.65	0	15	0	ppb	Corrosion of household plumbing systems; erosion of natural deposit
2013	Copper	.164	0	1.3	1.3	ppm	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Total Coliform

Year	Contaminant	Highest Monthly # of Positive Sample	MCL	Unit of Measure	Source of Constituent
2013	Total Coliform Bacteria	0	*	Presence	Naturally present in the environment

Total Coliform: Total coliform bacteria are used as indicators of microbial contamination of drinking water because testing for them is easy. While not disease-causing organisms themselves, they are often found in association with other microbes that capable of causing disease. Coliform bacteria are more hardy than many disease-causing organisms; therefore, their absence from water is a good indication that the water is microbiologically safe for human consumption
Unregulated Contaminants: Not reported or none detected
Disinfection Byproducts: Not reported or none detected
Turbidity: Not required
Fecal Coliform: Reported Monthly tests found no fecal coliform bacteria
Organic Contaminants: Testing waived, not reported, or none detected

Abbreviations

ppm-parts per million, or milligrams per liter (mg/L)
ppb-parts per billion, or micrograms per liter (mg/L)
For more information contact:
City of Liberty Attn: Sammy Hood 1829 Sam Houston Liberty, Texas 77575 936-336-3684 shood@cityofliberty.org

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3044)

DOC ID: 3044

.

CITY OF LIBERTY

City Council
Agenda Item Form

Council Meeting Date: July 8, 2014

Agenda Item No. VII.A.2

Agenda Wording: Consider a request for variance, to Code of Ordinances Section 3.08.117, for a proposed Recreational Vehicle Park to be located on Lakeland Drive, and take any action deemed necessary.

Department: Building Inspections

Subject: The City received a request from AEJ Construction and Consulting, LLC on behalf of a client, for a variance to Section 3.08.177 of the Code of Ordinances. The variance is to allow a recreational vehicle park to be constructed on Lakeland Drive between the Fire Station and Walmart

Background: On July 2, 2014, the Planning and Zoning Commission meet to discuss and take action on a request for a variance to the designated are for recreational vehicle parks within the City. The propose RV park will be located on the rear five acres of a nine acre tract of property on Lakeland Drive north of the Fire Department. A strip shopping center and storage units are planned for the front four acres of the property. The RV park is the only portion of the project that needs a variance. The Planning and Zoning Commission approved the variance by a 5-0 vote.

Fiscal Impact: The City will realize additional tax revenue from improvements to the property.

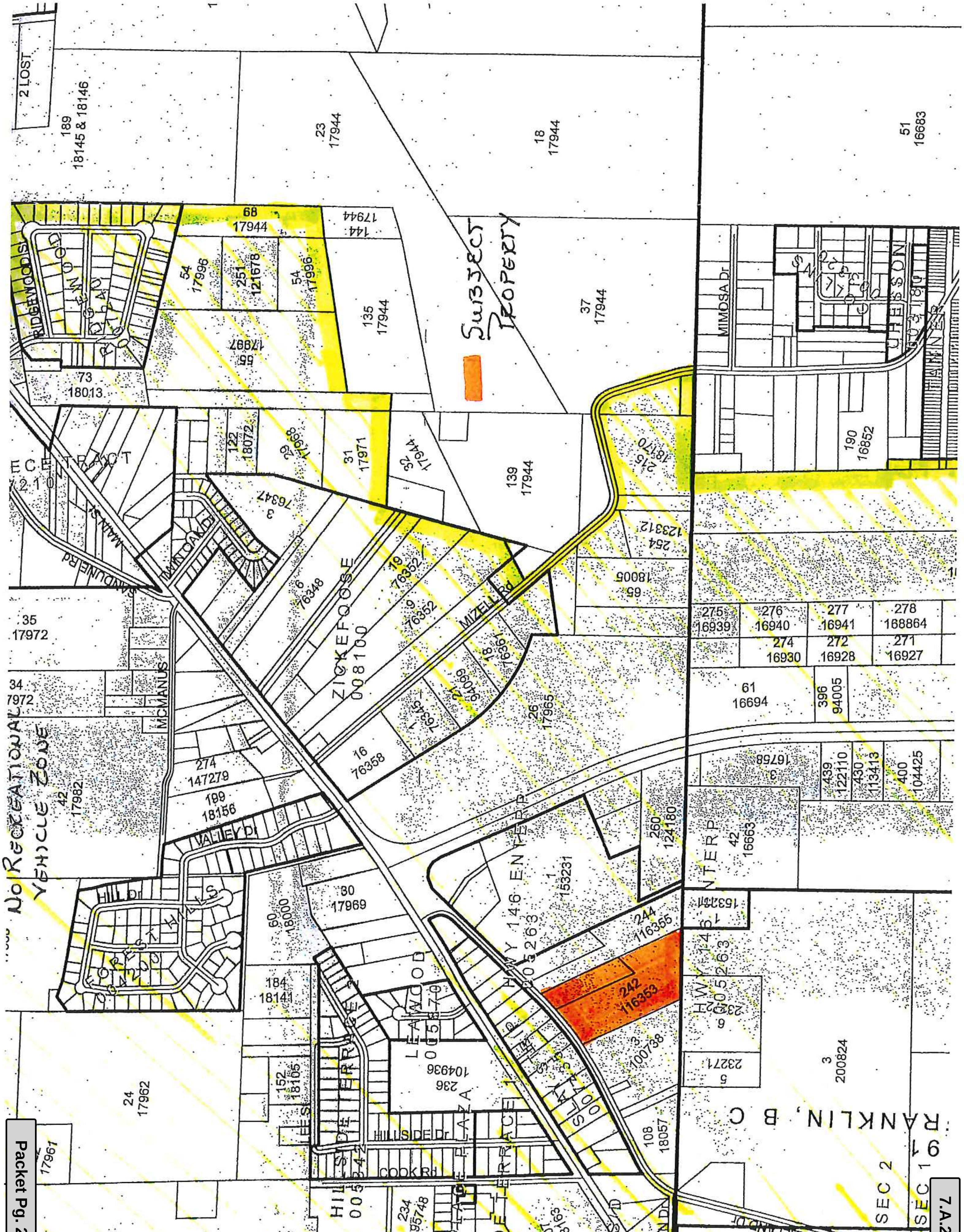
Staff Recommendation: Staff has no objections to approval of the variance.

Purpose: The variance will provide an additional option for visitors wanting to stay overnight in the City.

Division 3. Recreational Vehicle Parks*

Sec. 3.08.117 Designated area of city

The area designated for the placement of recreational vehicle parks shall be established on the map in appendix B of Ordinance 2009-4, with a copy of such in the office of the building official and office of the code official. (Ordinance 2009-4, sec. 4.8, adopted 3/10/09)


NO RECREATIONAL VEHICLE ZONE
SUBJECT PROPERTY
ZICKEFOOSE 008100
HWY 146 ENTERP 005263
FRANKLIN, B C
MIMOSA Dr
MIZELL Rd
VALLEY Dr
HILLSIDE Dr
COOK Rd
MCMANUS
SANDUNE Rd
RIDGEWOOD St
LEAWOOD 005570
242 116353
244 116355
139 17944
37 17944
18 17944
23 17944
135 17944
68 17944
2 LOST

Michael Ramirez
AEJ Construction and Consulting LLC
2432 Hwy. 61
Devers, TX 77538
936-346-2499

June 16, 2014

City of Liberty
Attn: Mr. Tom Warner
1829 Sam Houston St.
Liberty, TX 77575

Re: Proposed RV Park on Lakeland Dr. City of Liberty

Dear Mr. Warner,

Please accept this preliminary site plan as a submission of an application to construct a commercial development on land owned by Mr. Mark Hopson. The 9 acre tract is located off Lakeland Dr. within the City of Liberty.

The plat shows a two phase development project that consists of a strip mall and mini storage along the frontage of Lakeland Dr. with a proposed 5 acre RV Park in the rear of the property.

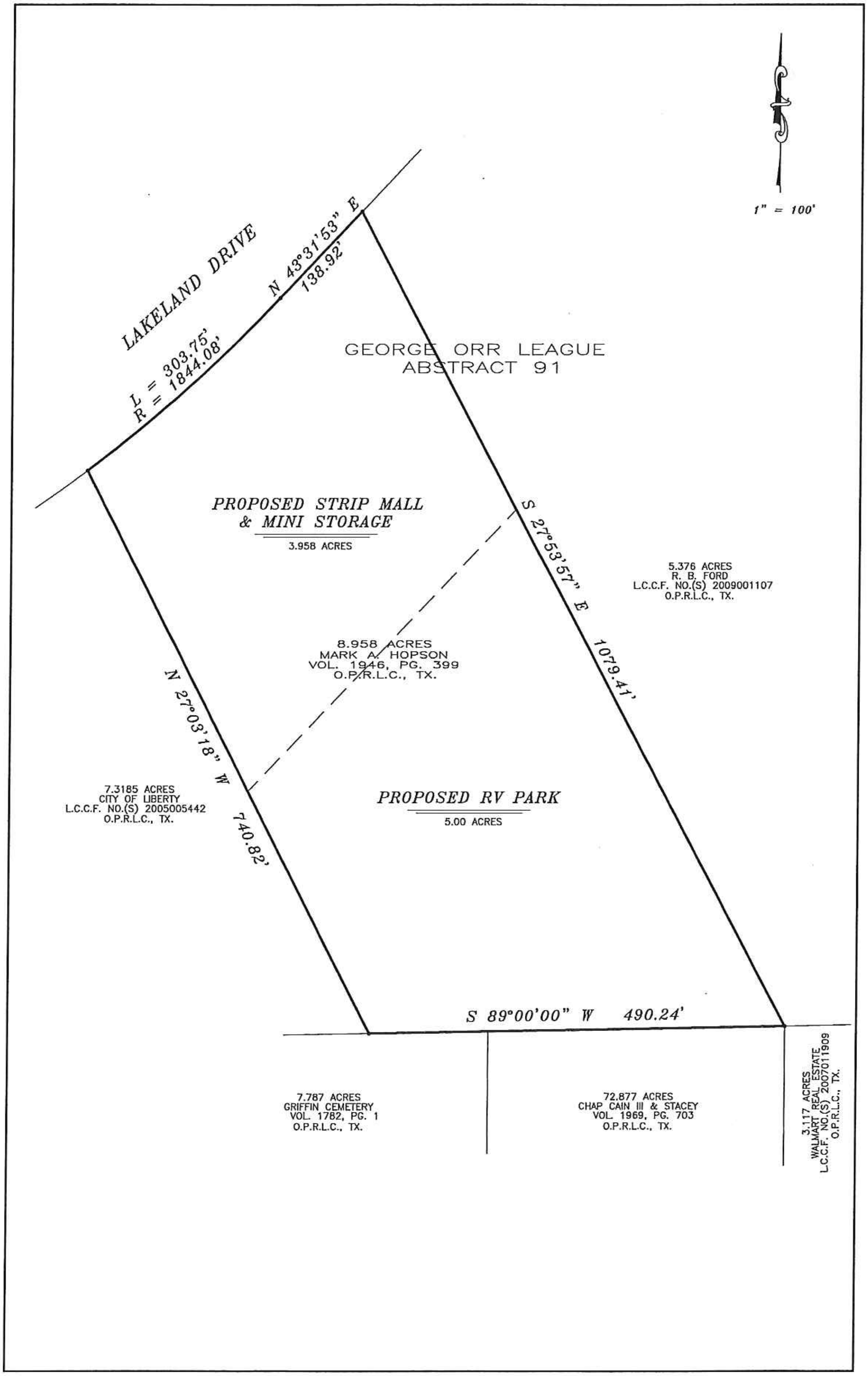
Mr. Hopson would like to start with the construction of the RV Park first and proposes an owner or tenant build out on the development for the frontage.

The RV Park would be built in accordance to your current RV Ordinance and any other City Rules and Regulations.

Please contact me with any questions in this matter. Thanking you in advance for your prompt attention to this matter.

Respectfully,

Michael Ramirez
General Contractor


1" = 100'
LAKELAND DRIVE
N 43°31'53" E
138.92'
L = 303.75'
R = 1844.08'
GEORGE ORR LEAGUE
ABSTRACT 91
PROPOSED STRIP MALL
& MINI STORAGE
3.958 ACRES
S 27°53'57" E
1079.41'
5.376 ACRES
R. B. FORD
L.C.C.F. NO.(S) 2009001107
O.P.R.L.C., TX.
8.958 ACRES
MARK A. HOPSON
VOL. 1946, PG. 399
O.P.R.L.C., TX.
N 27°03'18" W
740.82'
7.3185 ACRES
CITY OF LIBERTY
L.C.C.F. NO.(S) 2005005442
O.P.R.L.C., TX.
PROPOSED RV PARK
5.00 ACRES
S 89°00'00" W 490.24'
7.787 ACRES
GRIFFIN CEMETERY
VOL. 1782, PG. 1
O.P.R.L.C., TX.
72.877 ACRES
CHAP CAIN III & STACEY
VOL. 1969, PG. 703
O.P.R.L.C., TX.
3.117 ACRES
WALMART REAL ESTATE
L.C.C.F. NO.(S) 2007011909
O.P.R.L.C., TX.


Wal Mart
Fire Dept/PD
153231
116355
116356
116354
116353
148774
124180
172105
155755
153235
153233
100738
1801
142853
104344
68188
68183
68185
68176
68193
68175
68187
68181
68179
68189
68182
55793
104936
18032

Estimated Utility Revenue to City of Liberty

	Avg p/Month p/Site	50 Sites	Appx. Revenue to City	100 Sites	Appx. Revenue to City
KwH (@$155 p/1000)	1340	67000	$10,385.00	134000	$20,770.00
Water (Gallons)	1400	70000	$350.00	140000	$700.00
Sewer (Gallons)	1400	70000	$350.00	140000	$700.00
Garbage	Set fee		$500.00		$500.00

ORDINANCE 2014-10

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 10.02.122, AMENDING THE REQUIREMENTS FOR LOT IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, by adoption of previous ordinances, The City Council of the City of Liberty, Texas established regulations regarding lot improvements; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to amend the ordinance and change the lot improvements section to the following.

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

<u>Section 1:</u> Article 10.02.122 of the Code of Ordinances of the City of Liberty is amended to read as follows:

Sec. 10.02.122. Lot Improvements

(a) The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with all local regulations and in providing driveway access to buildings on the lots from an approved street.

(b) Lot dimensions shall comply with the following minimum standards (see figure 5).

Figure 5. Minimum Lot Requirements

Residential Type	Minimum Lot Areas	Minimum Lot Dimensions		Front Setback	Side Yard	Back Yard	Outside Side Yard/Corner Lot
		Inside Lot	Corner Lot				
Standard Single-Family Residential Manufactured/Mobile Home (see provisions of	6,000 SF	60’(W) 100’(D)	75’(W) 100’(D)	20’	7.5’ 15’***	10’	10’

Manufactured/Mobile Home Ordinance)							
Duplex	11,500 SF (See Footnote B)	105’(W) 110’(D)	120’(W) 110’(D)	20’	7.5’ 15’***	10’	10’
Townhouse or Garden Apartments	2,000 SF	20’(W) 100’(D)	35’(W) 100’(D)	5’	N/A	10’	10’
Patio Homes	4,500 SF	45’(W) 100’(D)	55’(W) 100’(D)	5’	10’	10’	10’
Apartment Complexes	8,000 SF	80’(W) 100’(D)	95’(W) 100’(D)	5’	N/A	10’	10’
Commercial Type	6,500 SF	65’(W) 100’(D)	80’(W) 100’(D)	5’	N/A	10’	10’

*Exception - Corner Lots are required to be larger

**W = Width; D = Depth; width is measured at the front setback line
***Structure cannot be any closer than fifteen (15) feet to adjacent structures (e.g. house or business building)

Footnote A: Five (5) feet or (15’***) side yard is required for unit(s) adjacent to single-family residence, manufactured/mobile home, or duplex unit

Footnote B: Lot for duplex residential unit (two (2) dwellings)

(c) The following requirements (Table A) establish minimum parking space requirements and standards for various subdivision and land use types.

TABLE A

Land Use	Parking Spaces
Single-family Unit	1.5/unit
Duplex unit	1.5/unit
Triplex unit	1.5/unit
Fourplex unit	1.5/unit
Townhouses	1.5/unit
Apartments (5 or more units)	2.0/unit
Motels, similar uses	1.0/unit
Churches, theaters, and similar uses	1.0/5 seats
Retail establishments	1.0/300 SF gross floor area
Kindergartens, day nurseries	See (4) below
Other uses	Determined by review of commission

1. Parking spaces shall be a minimum of nine (9) feet wide and eighteen (18) feet long.
2. Required parking spaces shall not occur, wholly or partially, within public rights-of-way.
3. Parking areas for townhouses, apartments, or commercial areas shall be screened from adjacent duplex or single-family areas (including manufactured/mobile homes) by an opaque fence or hedge six (6) feet or higher
4. Parking spaces listed in Table A do not include nor shall they be used for parking spaces required to adequately accommodate (off-street) employees or accommodate the storage of recreational vehicles, boats, etc.
5. Parking patterns and arrangements shall conform to city engineering specifications and standards.

(d) The location of fencing, landscaping, structures, signs, parking areas, or other visual obstructions shall not be such as to occur within a triangular area formed by a horizontal distance of fifteen (15) feet measured along and from the intersection of right-of-way lines at street intersections.

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

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this 8th day of July, 2014.

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Diane Huddleston, Mayor Pro Tem
SECONDER:	David Arnold, Councilperson
AYES:	Pickett, Huddleston, Beasley, Potetz, Simonson, Arnold
ABSENT:	Frank Jordan

CITY OF LIBERTY

City Council
Agenda Item Form

Council Meeting Date: July 8, 2014
Agenda Item No. VII.A.3
Agenda Wording: Consider adoption of an Ordinance amending Code of Ordinances
Section 10.02.122, Lot Improvements, regarding setback lines.
Department: Building Inspections
Subject: The building lines, or setbacks, listed in the aforementioned Section of the Code of Ordinances is in conflict with Section 3.01.006 Building Regulations, Minimum distances of residence from lot line.
Background: In 2012, a major recodification occurred with the City of Liberty's Code of Ordinances. Included in the recodification were revisions to Chapter 10 Subdivision Regulations, lot dimensions and building lines. However Section 3.01.006 was not changed to reflect the subdivision regulation revisions. Copies of the prior and current building lines or setback lines are enclosed. In addition to changes in the building lines, no minimum lot areas, lot dimensions and setbacks were included in the new ordinance for commercial or non- residential properties.
Fiscal Impact: None
Staff Recommendation: The recommendation of Staff is to amend this Section of the Code of Ordinances to the prior Residential Building Lines or setbacks.
Purpose: The purpose of the amendment is to provide consistency between different sections of the Code of Ordinances.

ARTICLE 3.01 GENERAL PROVISIONS

Sec. 3.01.006 Minimum distance of residence from lot line

All residences shall be separated by at least seven and one-half (7-1/2) feet from the lot line of adjoining property. (1988 Code, sec. 6-5)

PRIOR

9. Construction to resist rupture or collapse caused by water pressure or floating debris.

10. Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures. Gravity draining of basements may be eliminated by mechanical devices.

11. Location of all electrical equipment, circuits and installed electrical appliances in a manner which will assure they are not subject to flooding and to provide protection from inundation by the regulatory flooding.

12. Location of any structural storage facilities for chemicals, explosives, buoyant materials, flammable liquids or other toxic materials which could be hazardous to public health, safety, and welfare in a manner which will assure that the facilities are situated at elevations above the height associated with the regulatory protection elevation or are adequately floodproofed to prevent flotation of storage containers which could result in the escape of toxic materials into flood waters.

(15) *Building setback lines and minimum lot sizes.*

a. The following requirements (Table A) establish minimum setback lines and lot sizes for the structural types described, except as provided for in section 3-3:

Table A

Residential Type	*Minimum Lot Areas*	*Minimum Lot Dimensions*		*Front Setback*	*Side Yard*	*Back Yard*	*Outside Side Yard / Corner Lot*	*Remarks*
		Inside Lot	*Corner Lot*					
Standard single-family detached	6,000	60′(W) 100′(D)	75′(W) 100′(D)	20′	7.5′ 15′***	10′	10′	
Mobile home (see provisions of mobile home ordinance)								
Duplex	11,500(B)	105′(W) 110′(D)	120′(W) 110′(D)	20′	7.5′ 15′***	10′	10′	
Townhouse or garden apartments	2,000	20′(W) 100′(D)	35′(W) 100′(D)	5′	N/A	10′	10′	See Footnote A
Patio homes	4,500	45′(W) 100′(D)	55′(W) 100′(D)	5′	10′	10′	10′	
Apartment complexes	8,000	80′(W) 100′(D)	95′(W) 100′(D)	5′	N/A	10′	10′	Same as above

Residential Type	*Minimum Lot Areas*	*Minimum Lot Dimensions*		*Front Setback*	*Side Yard*	*Back Yard*	*Outside Side Yard / Corner Lot*	*Remarks*
Commercial type	6,500	65′(W) 100′(D)	80′(W) 100′(D)	5′	N/A	10′	10′	Same as above

*Exception—Corner lots are required to be larger

**W=Width; D=Depth; width is measured at the front setback line

***Structure cannot be any closer than fifteen (15) feet to adjacent structures (e.g. house or business building)

Footnote A: Five (5) feet or (15′***) side yard is required for unit(s) adjacent to single-family, mobile home, or duplex unit

Footnote B: Lot for duplex residential unit (two (2) dwellings)

b. The following requirements (Table B) establish minimum parking space requirements and standards for various subdivision and land use types.

TABLE B

Land Use	*Parking Spaces*
Single-family unit	1.5/unit
Duplex unit	1.5/unit
Triplex unit	1.5/unit
Fourplex unit	1.5/unit
Townhouses	1.5/unit
Apartments (5 or more units)	2.0/unit
Motels, similar uses	1.0/unit
Churches, theaters, and similar uses	1.0/5 seats
Retail establishments	1.0/300 SF gross floor area
Kindergartens, day nurseries	See (4) below
Other uses	Determined by review of commission

1. Parking spaces shall be a minimum of nine (9) feet wide and eighteen (18) feet long.
2. Required parking spaces shall not occur, wholly or partially, within public rights-of-way.
3. Parking areas for townhouse, apartments, or commercial areas shall be screened from adjacent duplex or single-family areas (including mobile homes) by an opaque fence or hedge six (6) feet or higher.
4. Parking spaces listed in Table B do not include nor shall they be used for parking spaces required to adequately accommodate (off-street) employees or accommodate the storage of recreational vehicles, boats, etc.

EXISTING

(D) Minimum number of units in a project: 10.

(E) Minimum number of units in a cluster: 3.

(F) Maximum number of units in a cluster: 6.

(G) Open space not less than 500 square feet per dwelling unit, in addition to lots and parking area, for recreational and/or courtyard use.

(H) Density standard: No more than 10 units per acre.

(I) Cluster is defined as grouping of townhouses/townhomes that are attached or connected and share common open space areas.

Figure 5. Minimum Lot Requirements (Summary)

Type of Development	Spatial Unit	Lot Width	Lot Depth	Front Setback	Side Setback	Rear Setback	Acres
Single-Family Residential	Interior Lot	60' w/curb & gutter 90' w/open ditch	100'	25'	10'	20'	6,000 SF
	Radial Lot	50' at building line	100'	25'	10'	20'	6,000 SF
	Corner Lot	If less than 80' provide 5' wider than average interior lot	100'	25'	10'	20'	6,000 SF
	Lot backing major thoroughfare	60' w/curb & gutter 90' w/open ditch	100' or 10' deeper than average interior lot	25'	10'	20'	6,000 SF
	Lot with a natural drainage way	60' w/curb & gutter 90' w/open ditch	100' from drainage to lot front	25'	10'	20'	6,000 SF
Nonresidential	Nonresidential tract	20'					
Townhome*	Interior lot	30'					2,000 SF
	Corner lot						
Multifamily	Overall project	60'					Max density 20 per acre
Mobile/ Manufactured Homes	Individual lots not part of park condominium		100'				6,000 SF
	Sublet of park or condominium		100'				5,000 SF for doublewide / 3,500 for singlewide

* Maximum density: 10 per acre. Minimum units in project: 10. Minimum units in cluster: 3. Maximum units in cluster: 6.

** Minimum 20 lots per project. See chapter 3 for specific requirements relating to mobile/manufactured homes.

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Change Orders

COUNCIL ACTION (ID # 3050)

DOC ID: 3050

.

CITY OF LIBERTY

City Council
Agenda Item Form

Agenda Item No. **VII.A.4**

Agenda Wording: Consider approval of Change Orders #6, #7, and #8 with Ernest P. Breaux Electrical Inc., for the Boomerang Substation.

Department: Electric

Subject: 3 Change Orders for the Boomerang Substation Project. C.O. #6 is additional work that the contractor had to do that Nowlin & Associates did not have in the specifications. C.O. # 7 and #8 are on the switchover to the new substation.

Background: this is the long project headed up by Nowin & Associates to build a substation for Boomerang Tube. Currently, we have 2 of the 6 feeders working out of the new substation.

Fiscal Impact: The City will need to pay for C.O. #6 and Boomerang Tube will pay for C.O. #7 an #8. We have $90,000 left in the account for the substation

Staff Recommendation: Approval of the 3 Change Orders and get reimbursement from Boomerang Tube for C.O. #7 and #8.

Purpose: To provide Boomerang Tube with a substation to service their facility.

Ernest P. Breaux Electrical INC. MOST DEPENDABLE

Contractors **Engineers**

PROJECT: Liberty-Boomerang Substation
JOB NUMBER: 2012-1204
CHANGE ORDER – EPB121204-006
DATE: 12-20-2013
DESCRIPTION: Change Order Request #006– Assorted- added components, changed design, additional wiring and controls, changes in wiring, lost time/down time

---

Attn: Mr. Jarod Taylor,

Detailed description of the out of scope work:

1	6	EA	Y-Ball Susp. Shoe- 336 ACSR
2	6	EA	4-h. pad-weldment- 336 ACSR
3	100	LF	636 AAC jumper
4	3	EA	2-H.pad weldment-1000 AAC
5	18	EA	1000AAC 2-h. lug and kit-25kv(3.5 hr per)w/ 60 ton press and 40' manlift
6	50	M-Hr	Powell Cont, House bushing install (5 men-10 hr.) w/crane and 60' manlift
7	4	EA	4"- 45 deg AL. buss fitting at CT stand
8	2	EA	4"- 90 deg AL buss fittings at CT stand with manlift
9	150	LF	2C/ #10 control Cable (containment valve)
10		N/A	
11	1	Set	Relay and fuse blocks for DC(3 m-hr)
12	1	Set	Add indicator lights in Powell Contr. House (1 man-hr.)
13	80	M-Hrs	Lost time for info., Termination dwgs., components, etc
14	70	M-Hr	Install/Term. Added DC cable at Control House/ make wiring changes, additions and corrections
15	1	EA	Install AC outlet for SEL relay equipment
16	1	EA	Rework 4" bus arrangement for phase clearance at CT stand

Requested Change Order Amount: **$ 31,139.20**

REQUESTED BY: Ernest P. Breaux Electrical, Inc.
Edward S. Bienvenu, Project Manager

P.O. Box 11640 • New Iberia, LA 70562-1640 • 337-364-8183 • Fax: 337-364-8231
www.epbreaux.com

DATE: 12-20-2013

Original Contract Sum……………………………………………$	693,728.00
Net Change from Previously Authorized Change Orders……..$	838,796.45
The contract Sum Prior to this Change Order was……………$	838,796.45
The Contract Sum Will be Increased …………………………$	31,139.20
The New Contract Sum Including This Change Order………..$	869,935.65
The Contract Time Change Will be…………………………………	15 Days

Authorization is required before we can proceed. Your prompt attention is appreciated.

The above change is approved:

By: ____________________________ Date: ___________

P.O. Box 11640 • New Iberia, LA 70562-1640 • 337-364-8183 • Fax: 337-364-8231
www.epbreaux.com

Ernest P. Breaux Electrical INC.

Contractors **Engineers**

MOST DEPENDABLE

PROJECT: Liberty-Boomerang Substation
JOB NUMBER: 2012-1204
CHANGE ORDER – EPB121204- 007
DATE: 3-4-2014
DESCRIPTION: Change Order Request 007 – Additional mobilization for initial re-energizing of the Boomerang Tubing plant, at the request of Boomerang, for a two-stage energizing sequence, to accommodate the plant maintenance needs during the annual outage.

Additional days on site to trouble shoot relay tripping issues, polarity, settings, etc.

Attn: Mr. Jarod Taylor,

Detailed description of the out of scope work:

1. Change order reflects additional re-mobilization costs, as agreed upon by Boomerang Tubing, to perform a two-stage re-energizing of the plant after all circuits were ready. Circuits 5a and 5b (parallel feeds for the Ajax Unit) were connected and energized under low-load condition on 12-21-2013. We were asked to come back when full load came up, in order to confirm relay settings, etc. This constitutes a second mobilization at agreed-upon rates.
2. EPB spent an additional two plus days on site with TSG trouble-shooting relay settings, etc.
3. Mobilization costs, sub-contractor costs, lodging and per diem.

Requested Change Order Amount: **$ 14,523.18**

REQUESTED BY: Ernest P. Breaux Electrical, Inc.
Edward S. Bienvenu, Project Manager

DATE: 3-4-2014

Original Contract Sum……………………………………….$	693,728.00
Net Change from Previously Authorized Change Orders……..$	176,207.65
The contract Sum Prior to this Change Order was…………….$	869,935.65
The Contract Sum Will be Increased ………………………….$	14,523.18
The New Contract Sum Including This Change Order………..$	884,458.83
The Contract Time Change Will be……………………………….	5 Days

Authorization is required before we can proceed. Your prompt attention is appreciated.
The above change is approved:

By: ____________________ Date: __________

Ernest P. Breaux Electrical INC.
MOST DEPENDABLE

Contractors | Engineers

PROJECT: Liberty-Boomerang Substation
JOB NUMBER: 2012-1204
CHANGE ORDER – EPB121204- 008
DATE: 5-2-2014
DESCRIPTION: Change Order Request 008 – Additional mobilization for re-energizing of the remaining four (4) HV feeder circuits to the Boomerang Tubing plant, at the request of Boomerang. Scheduled request is for a weekend/ overtime response for both EPB and TSG (testing group).

Attn: Mr. Jarod Taylor,

Detailed description of the out of scope work:

1. Change order reflects additional re-mobilization costs, as agreed upon by Boomerang Tubing, to perform a multi-stepped re-energizing of the plant after all circuits were ready. This constitutes a re- mobilization at agreed-upon rates, plus overtime.
2. Mobilization costs, Overtime rates, sub-contractor costs, lodging and per diem.
3. This Change Order reflects a budget estimate which includes some hard dollar values and some estimated overtime labor rates. Final value will be fairly charged based on actual labor man-hours and could reflect a savings if we complete the work in a shorter time than estimated (two full days).

Requested Change Order Amount: **$ 17,840.00**

REQUESTED BY: Ernest P. Breaux Electrical, Inc.
Edward S. Bienvenu, Project Manager

DATE: 5-2-2014

Original Contract Sum...$	693,728.00
Net Change from Previously Authorized Change Orders........$	190,730.83
The contract Sum Prior to this Change Order was................$	884,458.83
The Contract Sum Will be Increased ....$	17,840.00
The New Contract Sum Including This Change Order...........$	902,298.83
The Contract Time Change Will be.......................................	5 Days

Authorization is required before we can proceed. Your prompt attention is appreciated.
The above change is approved:

By: ______________________ Date: __________

BOOMERANG SUBSTATION
CONTRACT COSTS

05/23/2014

Date	Description	Budget/CO's	Payment	Retainage	Total Invoice
08/22/2012	Breaux Original Contarct Sum	$ 693,728.00			
02/22/2013	Breaux Estimate No 1		$ 42,174.00	$ 4,686.00	$ 46,860.00
03/27/2013	Breaux Estimate No 2		175,320.00	19,480.00	194,800.00
04/25/2013	Breaux Estimate No 3		13,203.00	1,467.00	14,670.00
05/24/2013	Breaux Estimate No 4		152,831.25	16,981.25	169,812.50
06/05/2013	Breaux CO No 1 - CT Stand	3,608.45			
06/21/2013	Breaux CO No 2 - Overhead Line	124,170.00			
10/25/2013	Breaux CO No 3 - Ground Grid	12,815.00			
10/25/2013	Breaux CO No 4 - Additional Wire	4,475.00			
09/09/2013	Breaux Estimate No 6		84,092.61	9,343.62	93,436.23
09/25/2013	Breaux Estimate No 7		111,431.25	12,381.25	123,812.50
10/25/2013	Breaux Estimate No 8		122,310.20	13,590.03	135,900.23
11/26/2013	Breaux Estimate No 9		33,673.50	3,741.50	37,415.00
12/20/2013	Breaux Estimate No 10		47,906.27	5,322.92	53,229.19
12/12/2013	Breaux CO No 6 - Added Componets	31,139.20			
03/14/2014	Breaux CO No 7 - Remobilization	14,523.18			14,523.18
		$ 884,458.83	**$ 782,942.08**	**$ 86,993.57**	**$ 884,458.83**
05/30/2013	Valmont Poles	26,392.00	26,392.00		26,392.00
	Breaux CO No 8 Remobilization	17,840.00			17,840.00
	Total Project Cost				**$ 928,690.83**

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Insurance

COUNCIL ACTION (ID # 3046)

DOC ID: 3046

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CITY OF LIBERTY

City Council
Agenda Item Form

Agenda Item No. **VII.A.5**

Agenda Wording: Consider approval of an Interlocal Agreement with the Texas Municipal League MultiState Intergovernmental Employee Benefits Pool for Employee Health Insurance.

Department: City-wide

Subject: Health Insurance for Employees and Dependents

Background: This year we went to the TML-IEBP for our health plan. We previously were self-funded.

Fiscal Impact: The coverage went up 3% - Enclosed is a spreadsheet that explains the increase and changes to the individual participants.

Staff Recommendation: Approve the Interlocal Agreement for Employee Health Insurance for 2014-2015.

Purpose: To continue with TML-IEBP as the City's health benefits provider.

TML MultiState
Intergovernmental Employee Benefits Pool

TML MultiState Intergovernmental Employee Benefits Pool
Rerate Notice and Benefit Verification Form

Liberty

Original

Plan Year 2014-2015 (12 Months)

Rates are subject to change if there is any legislation passed during the plan year affecting benefits.
Supplemental benefits cannot be accessed without accessing the TML MultiState IEBP Medical Benefit Plan

Medical

Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	XRay & Lab in OV	Rates	Current	New
P85-50-25-Mac A	80/50	$500	$750	$2500	$30	Yes	Employee:	$678.04	$698.38
							Spouse:	$924.92	$952.68
							Child(ren):	$485.18	$499.74
							Family:	$1,208.32	$1,244.58

Dental III

	Current Rate	New Rate
Employee:	$30.14	$32.26
Spouse:	$31.74	$33.96
Child(ren):	$34.92	$37.36
Family:	$62.40	$66.78

Vision B

	Current Rate	New Rate
Employee:	$9.00	$9.00
Family:	$18.00	$18.00

Pre-65 Retiree Medical

No Pre-65 Retiree Medical Coverage

Pre-65 Retiree Dental

No Pre-65 Retiree Dental Coverage

Pre-65 Retiree Vision

No Pre-65 Retiree Vision Coverage

LTD

No LTD Coverage

No Service Fee

STD

No STD Coverage

Basic Life and AD&D

No Basic Life and AD&D Coverage

Dependent Life

No Dependent Life Coverage

Voluntary AD&D

No Voluntary AD&D Coverage

Additional Employee Life and AD&D

No Additional Employee Life and AD&D Coverage

Basic & Additional Retiree Life

No Basic & Additional Retiree Life Coverage

Continuation of Coverage (COC)

Yes

Benefit Waiting Period

1st of mo after 60 days

Medical Network

Choice Plus

Flex, HRA, HSA & RRA

Flex Admin	HRA Admin	HSA Admin	RRA Admin
No	No	No	No

Select one of the following options for Flex:

☐ Debit Card Flex ($3.70 per participant per month)

☐ Paper Flex ($5 per participant per month)

Select one or all of the following options for HRA, HSA & RRA:

☐ HRA ($3.70 per participant per month - debit card only

☐ HSA ($3.70 per participant per month - debit card only

☐ RRA ($3.70 per participant per month - debit card only

If employer accesses Debit Card Flex and/or HRA, HSA or RRA, only one charge of $3.70 per participant per month will be incurred.

Medication Therapy Management Program

Maximum Allowable Cost (MAC A)

If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the difference between the brand name and generic price in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The MAC differential applies to all prescriptions purchased through this program when a generic alternate is available.

Maximum Allowable Cost (MAC C)

Covered Individual will pay the appropriate copayment amount of the prescription.

Prescription Clinical Program

Refer to Medication Therapy Management Guide for information on step therapy, prior authorization, cost share, generic, best brand, non best brand, align and broad network plan guidelines.

Over the Counter Alternates and Prescription Networks	**Retail: Covered Individual OOP (up to 34 days supply max unless noted otherwise)**	**Mail/Maintenance up to 84/90 day dispensement MedVantx: (866) 744-0621 Specialty Rx/Biotech/Biosimilar up to 34 day dispensement Diplomat: (877) 977-9118 Covered Individual OOP**
Prescribed Over the Counter Alternatives: Non-Sedating Antihistamines (Claritin®, Claritin-D®, Alavert®, Allegra®, Allegra-D®, Zyrtec®, Zyrtec-D®) per prescription Stomach and Ulcer (Prilosec®, Prevacid®, Zegerid®) per prescription Smoking Cessation (Nicorette Gum) Quantity Limit - 3 boxes per plan year Doctor Ordered: Aspirin, Folic Acid, Fluoride Chemoprevention Supplements, Iron Deficiency Supplements, and Vitamin D supplementation to prevent falls in community-dwelling adults age 65 years and older who are at an increased risk for falls; per prescription.	$0.00	N/A
Women's Preventive Health Services	(see table below)	

Benefit	**Medical Plan**	**Rx Plan**
Oral Generic/Align Network (no cost share)		X
IUD Device (no cost share)	X	X**
Implant Device (no cost share)	X	X**
Permanent Implantable Contraceptive Coil (subject to the appropriate deductible and benefit percentages)	X	
Insertion and/or Removal of Devices (no cost share)	X	
Sonogram to Detect Placement of Device (no cost share)	X	
Injectable Contraceptives/Align Network (no cost share)	X	X
Injectable Administration Fee (no cost share)	X	
Diaphragm, Hormone Vaginal Ring, Hormone Patch, Cervical Cap, Spermicides, Sponges (no cost share)		X
Diaphragm Instruction and Fitting Fee (no cost share)	X	
Contraceptive Management (no cost share)	X	
Female Condoms		X
Medications for risk reduction of breast cancer in women who are at increased risk for breast cancer and at low risk for adverse medication effects: Tamoxifen or Raloxifene		X

** Represents no cost share under prescription plan within Align and Broad Network

Align Network Value Tiered up to 34 day Non-cost Share generic dispensement	$0.00	N/A
Align Network Value Tiered up to 90 day Non-Cost Share generic dispensement	$9.00	N/A
Broad Network Non-Cost Share Generic	$10.00	$25.00
Broad and Align Network Non-Cost Share Best Price Brand List	$38.00	$95.00
Broad and Align Network Non-Cost Share Non-Best Price Brand List	$60.00	$150.00
Broad and Align Network Cost Share	$120.00	$300.00
Specialty/Biotech Prescriptions	N/A	$100.00 for up to 34 day dispensement

Biosimilar Prescriptions	N/A	$75.00 for up to 34 day dispensement

Monthly Employer Subsidy or Defined Contribution Amounts

Due to the employer customization regarding defined contribution amount for employees, part-time employees that meet the definition of an active employee (an Employee who works at least twenty (20) hours per week or is accessing vacation, sick or paid/unpaid Family Medical Leave Act of 1993 (FMLA) and is receiving the same benefits as all other employees) and/or dependents, TML MultiState Intergovernmental Employee Benefits Pool requests the below information to ensure accurate information is maintained in the enrollment, eligibility and billing adjudication system.

Employer Funded Defined Contribution | **Dependent Additional Employer Subsidy or Defined Contribution**

	Employee		Spouse		Child		Family	
Active Employees	**Amount**	**% of Rate**	**Amount**	**% of Rate**	**Amount**	**% of Rate**	**Amount**	**% of Rate**
Employer Subsidy	$_______ or	_______%	$_______ or	_______%	$_______ or	_______%	$_______ or	_______%
Employer Defined Contribution	$_______		$_______		$_______		$_______	
Retirees	$_______ or	_______%	$_______ or	_______%	$_______ or	_______%	$_______ or	_______%

Additional Employer Funding for HRA, FSA or HSA (Example criteria: 100% participation in Employer Fair; Receipt of Healthy Initiative Payment)

HRA	$_______	Criteria:____________________
Employer Contribution to FSA	$_______	Criteria:____________________
Employer Contribution to HSA	$_______	Criteria:____________________

NOTE: If you have funding requirements that cannot be specified in the above form, please contact your Billing & Eligibility Representative.

Signature Section

The entity named on this Rerate and Benefit Verification Form desires large claim information as specified in Article 21.49-15 of the Insurance Code in Section 2.(2), to be for individual claims that reach or exceed $35,000 during the plan year. This information is considered confidential for purposes of Chapter 552 of the Local Government Code.

The rates are based on May census information. If the census changes by more than 10%, TML MultiState IEBP reserves the right to revise rates due to census change and underwriting impact.

____________________ ____________________ ________________

Tax ID Number | Authorized Signature | Date

Monthly Allocations	Employee Insurance	Employee Cost	Dependent Insurance	Employee Cost	Total City Contribution	Added hourly benefit
Employee Only	$739.64	$0.00	$0.00	$0.00	$739.64	$4.27
Employee + Spouse	$739.64	$0.00	$963.38	$273.00	$1,430.02	$8.25
Employee + Children	$739.64	$0.00	$513.84	$195.00	$1,058.48	$6.11
Employee + Family	$739.64	$0.00	$1,288.10	$340.00	$1,687.74	$9.74
Annual Allocation	Employee Insurance	Employee Cost	Dependent Insurance	Employee Cost	Total City Contribution	Added hourly benefit
Employee Only	$8,875.68	$0.00	$0.00	$0.00	$8,875.68	$4.27
Employee + Spouse	$8,875.68	$0.00	$11,560.56	$3,276.00	$17,160.24	$8.25
Employee + Children	$8,875.68	$0.00	$6,166.08	$2,340.00	$12,701.76	$6.11
Employee + Family	$8,875.68	$0.00	$15,457.20	$4,080.00	$20,252.88	$9.74

Current Employee Contribution
$65
$240
$195
$307
Current Employee Contribution
$780
$2,880
$2,340
$3,684

TML MultiState Intergovernmental Employee Benefits Pool

Interlocal Agreement

TML MultiState
Intergovernmental Employee Benefits Pool

Risk Participating Member (Pool)

Revised January 2014

TML MultiState Intergovernmental Employee Benefits Pool
Austin, Texas

INTERLOCAL AGREEMENT
(RISK PARTICIPATING MEMBER)

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool, hereinafter referred to as TML MultiState IEBP, is a legal entity created by Political Subdivisions of the State of Texas and governed by a Board of Trustees; and

WHEREAS, the undersigned Employer Member represents that (1) it is (a) a Political Subdivision of the State of Texas or of its state of domicile , (b) an Affiliated Service Contractor (as defined by Section 172.003, Texas Local Government Code) of a Political Subdivision of this state or of its state of domicile, or (c) an Economic Development Corporation organized under Subtitle C1, Title 12, Texas Local Government Code; (2) it is qualified under the interlocal cooperation law of the Employer Member's domiciliary state to enter into this Interlocal Agreement; and (3) its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize the Employer Member to participate in this Interlocal Agreement; and

WHEREAS, the undersigned Employer Member has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Employer Member, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and to obtain one or more life, sick, accident, and other health benefits, as well as the related services, by becoming a member of the TML MultiState IEBP; and

WHEREAS, the TML MultiState IEBP represents that it is a Local Government qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Employer Member, together with other Employer Members s executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of providing certain benefits and related services for their Employees, officials, and retirees and their dependents. The benefits will be provided under the authority of the laws of the State of Texas including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Texas Local Government Code), the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and the Texas Trust Code (Title 9, Subtitle B, Texas Property Code). The Employer Member hereby designates the TML MultiState IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement and the operation of the Risk Pool. All money transferred by the Employer Member to the TML MultiState IEBP under this Interlocal Agreement, together with any other property which may become subject to this Interlocal Agreement, will be held in trust by the Board of Trustees of the TML MultiState IEBP for the benefit of the Employees, officials, and retirees and their dependents of the Employer Members. The conditions of membership in the TML MultiState IEBP are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

   "Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool to supervise the operation of the TML MultiState IEBP.

   "Covered Participant" means a person who is eligible for coverage and who has enrolled in a Plan.

   "Employee" means a person who works at least 20 hours a week for an Employer Member.

   "Employer Member" means a Political Subdivision, Affiliated Service Contractor, or Economic Development Corporation member of the TML MultiState IEBP that has executed the Interlocal Agreement.

"Interlocal Agreement" or "this Agreement" means the TML MultiState Intergovernmental Employee Benefits Pool Risk Participating Member Interlocal Agreement.

"Plan" or "Plans" mean the TML MultiState IEBP benefit plan(s) selected and adopted by the Employer Member.

"Political Subdivision" means (a) any legal entity included within the definition of "political subdivision" in Chapter 172, Texas Local Government Code or otherwise qualified as a political subdivision under Texas Law or (b) a political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Schedule of Benefits" means the document outlining the Plan benefits and contribution level of the Employer Member.

"TML MultiState IEBP" or "Risk Pool" means the TML MultiState Intergovernmental Employee Benefits Pool.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Texas Government Code including any political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Affiliated Service Contractor" means an entity described by Section 172.003(1) of the Texas Local Government Code.

"Economic Development Corporation" means a corporation organized under Subtitle C1, Title 12, Texas Local Government Code.

"Fund Contact" means the individual of department head rank or higher who is designated by the Employer Member to be the point of contact for all interaction with the TML MultiState IEBP.

2. The Employer Member agrees to be bound by this Interlocal Agreement, the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool and all amendments thereto, and the Policies and Procedures established by the TML MultiState IEBP which collectively establish the conditions for membership in the TML MultiState IEBP.

3. The Employer Member will adopt one or more of the TML MultiState IEBP Plans and make the payments and contributions set forth in the Schedule of Benefits. The payments required to be made by the Employer Member shall be made at Austin, Travis County, Texas. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by Texas law on the balance of any payment or contribution not paid when due. All such payments and contributions shall be available for payment of eligible benefits and administrative expenses for all participating Employer Members. Supplemental benefits, including but not limited to dental, vision, life, Medicare Supplement and Long and Short Term Disability will not be offered separately from medical benefits.

4. Except as may be otherwise specified in the TML MultiState IEBP Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool, as amended, this Interlocal Agreement may be terminated by either the Employer Member or the TML MultiState IEBP upon 30 days written notice which will become effective on the first day of the month following the receipt of the 30 day notice by the party receiving the notice. Contributions are earned when paid. Withdrawing Employer Members are not entitled to a refund of contributions. The TML MultiState IEBP may terminate this Interlocal Agreement for non-payment of a payment or contribution immediately upon delinquency as determined by the TML MultiState IEBP Policies and Procedures. In the event of a disagreement between an Employer Member and the TML MultiState IEBP regarding non-payment of a payment or contribution, the Employer Member may appeal to the Board. The decision of the Board on appeal is final. The TML MultiState IEBP may also terminate this Interlocal Agreement if the Employer Member fails to cooperate with claims agents or attorneys representing the TML MultiState IEBP or if the Employer Member takes any other action detrimental to the TML MultiState IEBP's ability to carry out its purposes in an efficient manner.

5. Every Employer Member shall furnish all the information the TML MultiState IEBP deems necessary and useful for the purposes of this Interlocal Agreement and shall abide by the Policies and Procedures adopted for the administration of the benefits plans. The TML MultiState IEBP may amend the Policies and Procedures and Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool at anytime to the extent it deems advisable. The TML MultiState IEBP may employ and contract with a third party administrator.

6. The TML MultiState IEBP may purchase excess loss coverage or reinsurance as provided in Chapter 172, Texas Local Government Code, and all Employer Members are subject to the terms and conditions of any such excess loss coverage or reinsurance agreement.

7. Each Employer Member will designate and appoint a person of department head rank or above to be the Employer Member's Fund Contact with the TML MultiState IEBP and agrees that the TML MultiState IEBP shall not be required to contact or provide notices to any other person. Further, any notice to or agreement by an Employer Member's Fund Contact with respect to services or claims hereunder shall be binding on the Employer Member. The Employer Member reserves the right to change the Fund Contact from time to time by giving written notice to the TML MultiState IEBP.

8. The Employer Member hereby appoints the TML MultiState IEBP as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary. All decisions on individual claims shall be made by the TML MultiState IEBP or by its contracted third party administrator.

9. The TML MultiState IEBP shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas (including, but not limited to Chapter 172 of the Texas Local Government Code) or as may be required by the Employer Member's domiciliary state. A summary financial report will be provided to each Employer Member upon request.

10. All monies available for investment shall be invested by the TML MultiState IEBP in compliance with the Texas Public Funds Investment Act of 1987 (TEX. GOV'T CODE. ANN. Sec. 2256.001, et seq.) or the Texas Trust Code (Subtitle B, Title 9, Property Code).

11. Each Employer Member, as Plan Administrator, retains the rights, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TML MultiState IEBP is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TML MultiState IEBP and that Employer Member.

12. To the extent authorized by law, the Employer Member agrees to indemnify and hold harmless the TML MultiState IEBP for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or Employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.

13. The Employer Member agrees that all conditions of coverage for the benefits provided shall be as specified in the Plan booklet/document furnished to the Employer Member by the TML MultiState IEBP. The Employer Member agrees that the Employees and the Board of Trustees of the TML MultiState IEBP and individuals and entities with whom the TML MultiState IEBP contracts for staff functions may receive Plan benefits.

14. Each Employer Member acknowledges that health Plan benefits provided in accordance with Chapter 172 of the Texas Local Government Code are not insurance and that the TML MultiState IEBP is not an insurer under the Insurance Code or other laws of the State of Texas or of another state in which an Employer Member is located.

15. The Employer Member and the TML MultiState IEBP may contract for additional administrative services related to the Employer Member's employee benefit programs as long as the Employer Member is a full medical risk participating member of the TML MultiState IEBP.

16. The Employer Member agrees that no Covered Participant shall have any claim against the property of the trust. The rights of Covered Participants are limited to the benefits specified in the Plan.

17. The Employer Members desire to join together to purchase life insurance benefiting their Employees, officials, and retirees and their dependents. Therefore, the Employer Member authorizes the TML MultiState IEBP to purchase life insurance coverage insuring the lives of all Covered Participants under the Plan.

18. No bond is required of the Board of Trustees of the TML MultiState IEBP.

19. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.

20. This Interlocal Agreement represents the complete understanding of the TML MultiState IEBP and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.

21. The initial term of this Interlocal Agreement shall be from the ___ day of _____________, 20__, at 12:01 a.m. and continue until ______________________. Absent notice of termination, the Employer Member may annually renew and extend the Interlocal Agreement by executing and returning the rerate notice and benefit selection form as authorized at the inception of this Interlocal Agreement.

22. This Interlocal Agreement is entered into in the State of Texas and it is understood and agreed that this Interlocal Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas.

23. Employer Member represents and warrants that (a) this Agreement fully complies with the laws of its state of domicile and (b) Employer Member has full legal authority to enter into this Agreement. By entering into this Agreement, an Employer Member who is an Affiliated Service Contractor further warrants that it is an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.

This Interlocal Agreement is entered into for the Employer Member under authorization of

____

(EMPLOYER MEMBER)

at duly called meeting held on ____

(Date of Meeting)

By ____

(SIGNATURE) (Typed or Printed Name)

Authorized Official Title ____

Date ______________________________

This Interlocal Agreement entered into and Appointment Accepted By:

The TML MultiState Intergovernmental Employee Benefits Pool at Austin, Texas

By ______________________________

Date ______________________________

TO BE COMPLETED BY EMPLOYER MEMBER:

EMPLOYER MEMBER BENEFITS FUND CONTACT

Name ____

Title ____

Mailing Address ____

Street Address (if different from above)

____

City/State/Zip ____

Phone ____

Fax ____

E-mail ____

Monthly Allocations	Employee Insurance	Employee Cost	Dependent Insurance	Employee Cost	Total City Contribution	Added hourly benefit
Employee Only	$739.64	$0.00	$0.00	$0.00	$739.64	$4.27
Employee + Spouse	$739.64	$0.00	$963.38	$273.00	$1,430.02	$8.25
Employee + Children	$739.64	$0.00	$513.84	$195.00	$1,058.48	$6.11
Employee + Family	$739.64	$0.00	$1,288.10	$340.00	$1,687.74	$9.74

Current Employee Contribution
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$307

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$2,340
$3,684

TML MultiState Intergovernmental Employee Benefits Pool

Interlocal Agreement

TML MultiState
Intergovernmental Employee Benefits Pool

Risk Participating Member (Pool)

Revised January 2014

TML MultiState Intergovernmental Employee Benefits Pool
Austin, Texas

INTERLOCAL AGREEMENT
(RISK PARTICIPATING MEMBER)

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool, hereinafter referred to as TML MultiState IEBP, is a legal entity created by Political Subdivisions of the State of Texas and governed by a Board of Trustees; and

WHEREAS, the undersigned Employer Member represents that (1) it is (a) a Political Subdivision of the State of Texas or of its state of domicile , (b) an Affiliated Service Contractor (as defined by Section 172.003, Texas Local Government Code) of a Political Subdivision of this state or of its state of domicile, or (c) an Economic Development Corporation organized under Subtitle C1, Title 12, Texas Local Government Code; (2) it is qualified under the interlocal cooperation law of the Employer Member's domiciliary state to enter into this Interlocal Agreement; and (3) its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize the Employer Member to participate in this Interlocal Agreement; and

WHEREAS, the undersigned Employer Member has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Employer Member, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and to obtain one or more life, sick, accident, and other health benefits, as well as the related services, by becoming a member of the TML MultiState IEBP; and

WHEREAS, the TML MultiState IEBP represents that it is a Local Government qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Employer Member, together with other Employer Members s executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of providing certain benefits and related services for their Employees, officials, and retirees and their dependents. The benefits will be provided under the authority of the laws of the State of Texas including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Texas Local Government Code), the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and the Texas Trust Code (Title 9, Subtitle B, Texas Property Code). The Employer Member hereby designates the TML MultiState IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement and the operation of the Risk Pool. All money transferred by the Employer Member to the TML MultiState IEBP under this Interlocal Agreement, together with any other property which may become subject to this Interlocal Agreement, will be held in trust by the Board of Trustees of the TML MultiState IEBP for the benefit of the Employees, officials, and retirees and their dependents of the Employer Members. The conditions of membership in the TML MultiState IEBP are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

   "Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool to supervise the operation of the TML MultiState IEBP.

   "Covered Participant" means a person who is eligible for coverage and who has enrolled in a Plan.

   "Employee" means a person who works at least 20 hours a week for an Employer Member.

   "Employer Member" means a Political Subdivision, Affiliated Service Contractor, or Economic Development Corporation member of the TML MultiState IEBP that has executed the Interlocal Agreement.

"Interlocal Agreement" or "this Agreement" means the TML MultiState Intergovernmental Employee Benefits Pool Risk Participating Member Interlocal Agreement.

"Plan" or "Plans" mean the TML MultiState IEBP benefit plan(s) selected and adopted by the Employer Member.

"Political Subdivision" means (a) any legal entity included within the definition of "political subdivision" in Chapter 172, Texas Local Government Code or otherwise qualified as a political subdivision under Texas Law or (b) a political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Schedule of Benefits" means the document outlining the Plan benefits and contribution level of the Employer Member.

"TML MultiState IEBP" or "Risk Pool" means the TML MultiState Intergovernmental Employee Benefits Pool.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Texas Government Code including any political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Affiliated Service Contractor" means an entity described by Section 172.003(1) of the Texas Local Government Code.

"Economic Development Corporation" means a corporation organized under Subtitle C1, Title 12, Texas Local Government Code.

"Fund Contact" means the individual of department head rank or higher who is designated by the Employer Member to be the point of contact for all interaction with the TML MultiState IEBP.

2. The Employer Member agrees to be bound by this Interlocal Agreement, the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool and all amendments thereto, and the Policies and Procedures established by the TML MultiState IEBP which collectively establish the conditions for membership in the TML MultiState IEBP.

3. The Employer Member will adopt one or more of the TML MultiState IEBP Plans and make the payments and contributions set forth in the Schedule of Benefits. The payments required to be made by the Employer Member shall be made at Austin, Travis County, Texas. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by Texas law on the balance of any payment or contribution not paid when due. All such payments and contributions shall be available for payment of eligible benefits and administrative expenses for all participating Employer Members. Supplemental benefits, including but not limited to dental, vision, life, Medicare Supplement and Long and Short Term Disability will not be offered separately from medical benefits.

4. Except as may be otherwise specified in the TML MultiState IEBP Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool, as amended, this Interlocal Agreement may be terminated by either the Employer Member or the TML MultiState IEBP upon 30 days written notice which will become effective on the first day of the month following the receipt of the 30 day notice by the party receiving the notice. Contributions are earned when paid. Withdrawing Employer Members are not entitled to a refund of contributions. The TML MultiState IEBP may terminate this Interlocal Agreement for non-payment of a payment or contribution immediately upon delinquency as determined by the TML MultiState IEBP Policies and Procedures. In the event of a disagreement between an Employer Member and the TML MultiState IEBP regarding non-payment of a payment or contribution, the Employer Member may appeal to the Board. The decision of the Board on appeal is final. The TML MultiState IEBP may also terminate this Interlocal Agreement if the Employer Member fails to cooperate with claims agents or attorneys representing the TML MultiState IEBP or if the Employer Member takes any other action detrimental to the TML MultiState IEBP's ability to carry out its purposes in an efficient manner.

5. Every Employer Member shall furnish all the information the TML MultiState IEBP deems necessary and useful for the purposes of this Interlocal Agreement and shall abide by the Policies and Procedures adopted for the administration of the benefits plans. The TML MultiState IEBP may amend the Policies and Procedures and Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool at anytime to the extent it deems advisable. The TML MultiState IEBP may employ and contract with a third party administrator.

6. The TML MultiState IEBP may purchase excess loss coverage or reinsurance as provided in Chapter 172, Texas Local Government Code, and all Employer Members are subject to the terms and conditions of any such excess loss coverage or reinsurance agreement.

7. Each Employer Member will designate and appoint a person of department head rank or above to be the Employer Member's Fund Contact with the TML MultiState IEBP and agrees that the TML MultiState IEBP shall not be required to contact or provide notices to any other person. Further, any notice to or agreement by an Employer Member's Fund Contact with respect to services or claims hereunder shall be binding on the Employer Member. The Employer Member reserves the right to change the Fund Contact from time to time by giving written notice to the TML MultiState IEBP.

8. The Employer Member hereby appoints the TML MultiState IEBP as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary. All decisions on individual claims shall be made by the TML MultiState IEBP or by its contracted third party administrator.

9. The TML MultiState IEBP shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas (including, but not limited to Chapter 172 of the Texas Local Government Code) or as may be required by the Employer Member's domiciliary state. A summary financial report will be provided to each Employer Member upon request.

10. All monies available for investment shall be invested by the TML MultiState IEBP in compliance with the Texas Public Funds Investment Act of 1987 (TEX. GOV'T CODE. ANN. Sec. 2256.001, et seq.) or the Texas Trust Code (Subtitle B, Title 9, Property Code).

11. Each Employer Member, as Plan Administrator, retains the rights, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TML MultiState IEBP is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TML MultiState IEBP and that Employer Member.

12. To the extent authorized by law, the Employer Member agrees to indemnify and hold harmless the TML MultiState IEBP for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or Employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.

13. The Employer Member agrees that all conditions of coverage for the benefits provided shall be as specified in the Plan booklet/document furnished to the Employer Member by the TML MultiState IEBP. The Employer Member agrees that the Employees and the Board of Trustees of the TML MultiState IEBP and individuals and entities with whom the TML MultiState IEBP contracts for staff functions may receive Plan benefits.

14. Each Employer Member acknowledges that health Plan benefits provided in accordance with Chapter 172 of the Texas Local Government Code are not insurance and that the TML MultiState IEBP is not an insurer under the Insurance Code or other laws of the State of Texas or of another state in which an Employer Member is located.

15. The Employer Member and the TML MultiState IEBP may contract for additional administrative services related to the Employer Member's employee benefit programs as long as the Employer Member is a full medical risk participating member of the TML MultiState IEBP.

16. The Employer Member agrees that no Covered Participant shall have any claim against the property of the trust. The rights of Covered Participants are limited to the benefits specified in the Plan.

17. The Employer Members desire to join together to purchase life insurance benefiting their Employees, officials, and retirees and their dependents. Therefore, the Employer Member authorizes the TML MultiState IEBP to purchase life insurance coverage insuring the lives of all Covered Participants under the Plan.

18. No bond is required of the Board of Trustees of the TML MultiState IEBP.

19. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.

20. This Interlocal Agreement represents the complete understanding of the TML MultiState IEBP and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.

21. The initial term of this Interlocal Agreement shall be from the ___ day of _____________, 20__, at 12:01 a.m. and continue until ______________________. Absent notice of termination, the Employer Member may annually renew and extend the Interlocal Agreement by executing and returning the rerate notice and benefit selection form as authorized at the inception of this Interlocal Agreement.

22. This Interlocal Agreement is entered into in the State of Texas and it is understood and agreed that this Interlocal Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas.

23. Employer Member represents and warrants that (a) this Agreement fully complies with the laws of its state of domicile and (b) Employer Member has full legal authority to enter into this Agreement. By entering into this Agreement, an Employer Member who is an Affiliated Service Contractor further warrants that it is an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.

This Interlocal Agreement is entered into for the Employer Member under authorization of

____

(EMPLOYER MEMBER)

at duly called meeting held on ____

(Date of Meeting)

By ____

(SIGNATURE) (Typed or Printed Name)

Authorized Official Title ____

Date ____________________________

This Interlocal Agreement entered into and Appointment Accepted By:

The TML MultiState Intergovernmental Employee Benefits Pool at Austin, Texas

By ____________________________

Date ____________________________

TO BE COMPLETED BY EMPLOYER MEMBER:

EMPLOYER MEMBER BENEFITS FUND CONTACT

Name ____

Title ____

Mailing Address ____

Street Address (if different from above)

____

City/State/Zip ____

Phone ____

Fax ____

E-mail ____

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Insurance

COUNCIL ACTION (ID # 3047)

DOC ID: 3047

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CITY OF LIBERTY

City Council
Agenda Item Form

Agenda Item No. VII.A.6

Agenda Wording: Consider approval of a COBRA Continuation of Coverage Administrative Agreement with the Texas Municipal League MultiState Intergovernmental Employee Benefits Pool.

Department: City-wide

Subject: Renewal of Group's Continuation of Coverage for COBRA Insurance.

Background: TML-IEBP administers our COBRA coverage This is part of the Health care package.

Fiscal Impact: This is no cost to the City, the individual bears all the cost of COBRA.

Staff Recommendation: Approve the Continuation of Coverage Administrative Agreement for COBRA coverage.

Purpose: Provide temporary continuation of health coverage at group rates. COBRA coverage is required by law.

TML MultiState
Intergovernmental Employee Benefits Pool

www.tmlmultistateiebp.org

COBRA Continuation of Coverage Administrative Agreement

City of Liberty

October 2014

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

WHEREAS, the undersigned Employer sponsors an employee benefit plan;

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

I. Effective Date

As of the first day of October, 2014, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

II. Employer Duties

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours (including reduction to zero hours), call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.

2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.

3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.

4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.

5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.

6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.

7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.

8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than the 45th day following the termination or the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.

III. Pool Duties

1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.

2. The Pool will provide election notices within 14 days of the receipt of notices of qualifying events sent by the Employer.

3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
   a. benefit availability - initial notice, enrollment card and cost;
   b. confirmation of enrollment and payment coupons
   c. notice of termination letters:
      - Failure to reply
      - Failure to make initial payment
      - Failure to make regular payment
      - End of eligibility (no longer qualified)
      - End of eligibility period
   d. open enrollment
   e. contribution change and revised payment coupons
   f. conversion to an individual policy
   g. Medicare eligibility
   h. verification of incapacitated child status

4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.

5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.

6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is $50 or 10% of amount due.

7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.

8. As allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.

9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

IV. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

Address of Pool	Address of Employer
Executive Director	City of Liberty
TML MultiState Intergovernmental Employee Benefits Pool	1829 Sam Houston Street
Texas Municipal Center	Liberty, Texas 77575
1821 Rutherford Lane, Suite 300	
Austin, Texas 78754-5151	

V. Compensation

1. The Employer will pay the Pool a one-time $50.00 set up fee and a $0.50 Per Participant Per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.

2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

VI. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.

2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.

3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.

4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.

5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.

6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.

7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.

VII. Termination

1. Term of this initial Agreement shall be from its effective date through October 1, 2015, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.

2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.

3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.

4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.

5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of ____________________, at a duly called meeting held on ________________________________ by:

________________________________	**City of Liberty**
(Signature)	(Employer/Group Name)
________________________________	________________________________
(Authorized Official Title)	(Date)

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

BY: ________________________ at Austin, Texas ________________________

TITLE: (Executive Director) (Date)

Attachment A

COBRA Continuation of Coverage (COC) Rights under COBRA

Introduction

You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. **This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it.** When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

You may have other options available to you when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);

5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision of whether or not a termination was for gross misconduct more than the forty-fifth (45th) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events prior to the termination.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

When is COBRA Continuation of Coverage available?

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A. Part B and/pr Part C).

You must give notice of some Qualifying Events

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within 60 days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

How is COBRA Continuation of Coverage provided?

Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA Continuation of Coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of the employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA Continuation of Coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of eighteen (18) months. There are three (3) ways in which this eighteen (18) month period of COBRA Continuation of Coverage can be extended.

Active Duty Reservists

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61^{st}) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to IEBP .

Disability extension of COBRA Continuation of Coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify IEBP within sixty (60) days of that determination, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA Continuation of Coverage for a total maximum of twenty-nine (29) months. The disability must start at some time before the sixtieth (60^{th}) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML MultiState IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

Second Qualifying Event extension of COBRA Continuation of Coverage

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation of Coverage?

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at www.healthcare.gov.

Adding Dependents

If you are a COBRA Continuation of Coverage participant, you have the same rights to add dependents to your COBRA Continuation of Coverage as an active covered employee. For example, you may add dependents to your COBRA Continuation of Coverage within thirty-one (31) days of marriage or sixty (60) days of the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA Continuation of Coverage during your employer's open enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA Continuation of

Coverage rights, except for children added within sixty (60) days of birth, adoption or placement for adoption. Children added to your COBRA Continuation of Coverage within sixty (60) days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA Continuation of Coverage rights.

If you have questions

Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services at:

- http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra fact sheet.html; or
- http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_qna.html

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep TML MultiState IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your employer and TML MultiState IEBP.

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300 | Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit www.tmlmultistateiebp.org | click on the "Login" button | click on "Online Customer Care" under the "My Tools" menu	8:30 AM - 5:00 PM Central
TML MultiState IEBP Internet Website:	www.tmlmultistateiebp.org	Twenty-four (24) hours
Medical Notifications:	(800) 847-1213	8:30 AM - 5:00 PM Central
Prescription Authorizations:	(888) 871-4002	
Professional Health Coaches:	(800) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appointment
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190 | Austin, Texas 78714-9190	
Where to Mail Paper Prescription Claims:	Restat | Patient Reimbursement 11900 W. Lake Park Drive | Milwaukee, WI 53224	
Telemedicine:	1-800-Teladoc | Teladoc.com	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Tax Issues

ORDINANCE (ID # 3032)

DOC ID: 3032 A

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Tax Abatement

RESOLUTION (ID # 3055)

DOC ID: 3055 A

A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF LIBERTY, TEXAS, ELECTING TO PARTICIPATE IN THE TAX ABATEMENT PROGRAM UNDER TEXAS TAX CODE CHAPTER 312

WHEREAS, the City Council of the City of Liberty desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Liberty is authorized to enter into Tax Abatement Agreements for commercial/industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act); and

WHEREAS, the Act requires the City of Liberty to elect to make itself eligible to engage in a Tax Abatement Program pursuant to Chapter 312 of the Texas Tax Code.

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby elect to participate in a Tax Abatement Program under Chapter 312 of the Texas Tax Code.

PASSED AND APPROVED this the 8th day of July, 2014.

CITY OF LIBERTY, TEXAS

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Tax Abatement

RESOLUTION (ID # 3048)

DOC ID: 3048 A

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT

WHEREAS, the City Council of the City of Liberty desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Liberty is authorized to enter into Tax Abatement Agreements for commercial/industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act); and

WHEREAS, the Act requires the City of Liberty to establish guidelines and create criteria for the designation of Reinvestment Zones and the entering into Tax Abatement Agreements.

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby adopt the attached guidelines and criteria for tax abatement.

PASSED AND APPROVED this the 8th day of July, 2014.

CITY OF LIBERTY, TEXAS

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

GUIDELINES AND CRITERIA

FOR

TAX ABATEMENT

August 14, 2012 – August 14, 2014

Mayor

Carl Pickett

City Council

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

CITY OF LIBERTY
SCHEDULE OF TAX ABATEMENT EVENTS

STEP 1 Request for information on Tax Abatement.

STEP 2 Application for Abatement received by City.

STEP 3 Discussions with applicant about application. Gathering data to meet City of Liberty Tax Abatement Guidelines and Criteria to qualify for tax abatement. Written response on findings to Applicant.

STEP 4 Notification of Public Hearing on designation of a Reinvestment Zone for the purpose of tax abatement:

A. to all taxing entities no later than seven days prior to meeting;

B. publication and posting no later than seven days prior to meeting.

STEP 5 Public hearing on designation of a Reinvestment Zone for the purpose of tax abatement.

STEP 6 Adoption of Ordinance designating an area a Reinvestment Zone.

STEP 7 Notice of City's intent to consider entering into a Tax Abatement Agreement sent to all taxing entities no later than seven days prior to City Council meeting. Taxing entities must be sent a copy of proposed abatement agreement with notification.

STEP 8 City Council considers Resolution authorizing the Tax Abatement Agreement and authorizes the Mayor to execute the agreement.

STEP 9 Applicant begins construction and/or acquisition of property described in abatement.

STEP 10 Completion of improvements:

A. City inspects the project improvements for compliance with agreement;

B. City receives accounting statement and/or list of capital expenditures on improvements for compliance with agreement;

C. City issues Certification of Completion/Compliance.

STEP 11 Certificate of Completion/Compliance filed with Tax Collector and Chief Appraiser.

STEP 12 Prior to April 1 of the year following the Agreement; the City sends to the Texas Department of Commerce and to the State Property Tax Board a copy of the following:

A. Reinvestment Zone Designation including general description, size, and type of property it includes;

B. Tax Abatement Agreement Including parties involved, property description and improvements or repairs to be made the portion of property to be exempted and the term of agreement.

C. Annual report on each Reinvestment Zone.

STEP 13 Prior to May 1 of the year following the agreement, (and each year thereafter) the company files form titled "Application for Abatement" with the Liberty County Central Appraisal District, P. O. Box 10016, Liberty, TX 77575.

STEP 14 At expiration of agreement or a termination due to noncompliance, the City will issue a Termination of Agreement to company with copies to all taxing entities, Tax Collector and Chief Appraiser, the Texas Department of Commerce and the State Property Tax Board.

CITY OF LIBERTY

GUIDELINES AND CRITERIA

FOR TAX ABATEMENT

LIST OF EXHIBITS

CITY OF LIBERTY
GUIDELINES AND CRITERIA
FOR
TAX ABATEMENT

INTRODUCTION

The City of Liberty has implemented a Tax Abatement Program under the provisions of Property Redevelopment and Tax Abatement Act found in Chapter 312 of the Texas Tax Code. The has adopted this uniform policy and these Guidelines and Criteria for Tax Abatement for businesses with qualifying real and personal property willing to execute tax abatement agreements with the City. The goal of tax abatement is to provide long significant impact on this community and to utilize area contractors and work force to the maximum extent feasible by developing, redeveloping and improving real property.

Tax Abatement will be negotiated with the property owner within a Reinvestment Zone. Tax Abatement is available to property owners according to the schedule outlined in Exhibit A. The agreement between the City and the Business will exempt from taxation all or part of the increase in value of the real property over its value in the year in which the agreement is executed. It can also exempt from taxation tangible personal property limited to manufacturing equipment.

It is the intent of these Guidelines and Criteria to outline the policy of the City toward tax abatement to determine the eligibility criteria of the industry and to outline the process for designating a Reinvestment Zone. These Guidelines and Criteria further outline the terms of the Tax Abatement Agreement with the business and the process for seeking tax abatements from the other taxing entities.

These general Guidelines and Criteria are not intended to be restrictive in any way, and are designed to be used as a guide to any business, industry or individual interested in Tax Abatement. The Guidelines and Criteria have been approved by the City Council as evidenced by the adoption of Resolution dated July 13, 2010, (which is attached to this document as Exhibit B).

These guidelines and criteria should not be construed as implying or suggesting that the City of Liberty is under any obligation to provide tax abatement or other incentive to any applicant. All applications shall be considered on a case by case basis.

POLICY

It is the policy of the City of Liberty to use tax abatement as an effective tool for economic development. Tax Abatement will be used to exempt owners of property within the Reinvestment Zone from paying taxes on improvements on that property according to the schedule outlined in Exhibit A.

ELIGIBILITY PROCEDURES AND GUIDELINES

Procedures

Prior to beginning any demolition, rehabilitation, reconstruction or construction, purchase or any improvement to be included in a tax abatement agreement, the owner and/or developer shall first submit to the City, in writing, a request for tax abatement. The City will then determine the eligibility of the business and the proposed improvements and upon determination of eligibility, the City shall respond to such in writing. As outlined in the Tax Abatement Agreement (discussed in detail later in this document), the business is required to meet all codes and ordinances and acquire all permits required prior to any construction. Contact should be made early in the project with the City's Building Inspector.

Guidelines

The following guidelines will apply to all categories of redevelopment:

The proposed property to be affected must be designated by the City of Liberty as a reinvestment zone by ordinance pursuant to Chapter 312 of the Texas Tax Code or designated as an Enterprise Zone by the State of Texas.

The property owner must enter into an agreement with the City of Liberty which satisfies the guidelines and criteria adopted by the City of Liberty.

The minimum capital costs of the project shall be $1,000,000, or annual payroll of at least $400,000, or the creation of twenty-five (25) new permanent, full-time jobs. However, any office or retail development which guarantees a minimum of 15 new jobs or at least $400,000 annual payroll may be considered for tax abatement.

The information furnished with a request to the City is confidential and not subject to public disclosure until the tax abatement agreement is executed.

A portion of the value of the real property, or of tangible personal property, located on the real property or both may be part of the tax abatement agreement.

Abatement for real property will be based on the increase in market value of the real property from the development, redevelopment, and/or improvement specified in the abatement contract.

Abatement for tangible personal property will be the market value of the personal property located on the real property, other than inventory or supplies. Personal property located on the real property before the period covered by the agreement will not be considered for tax abatement. Personal property may be considered as part of the overall abatement agreement or by separate agreement. Personal property is limited to manufacturing equipment and must equal a minimum of $200,000.

In the evaluation of abatement contracts, the City of Liberty will consider the burden on existing basic services that the development, redevelopment, or improvement proposed by the abatement applicant will have.

The following general guidelines will apply in these categories:

<u>New Construction.</u> Any new building should be of quality design and construction. New construction should complement and blend with existing structure. Proper landscaping and lighting is encouraged in order to enhance the overall quality of life for the City. New construction should also provide key pedestrian linkages through construction or repair of sidewalks as appropriate.

<u>General Redevelopment.</u> Any redevelopment activity should take full advantage of the unique architectural characteristics of the area. Redevelopment should be of high quality in order to create an image needed to further attract development. The buildings to be rehabilitated must meet all City codes as a minimum standard. Normal maintenance cost alone should not be considered eligible for tax abatement.

<u>Historical Areas.</u> Any construction in a Reinvestment Zone in a historical area should be accomplished in a manner that will preserve, where possible, the original character and architectural integrity. Each building should have, where possible, the original wood, brick, metal or stone exteriors retained. When refinishing the exterior walls, new exterior finishes should have colors and textures, which will blend with the original. consideration should be given to the removal of artificial facades constructed on building. Signs should be subdued and of a scale and character which will blend with and complement the surrounding environment.

<u>Exterior Building Repairs.</u> In a reconstruction project, the business should make every effort to remove all miscellaneous and/or abandoned electrical, plumbing, drainage and other mechanical equipment from the building exterior. New mechanical systems and utility services should be installed in such a way that it will not detract from the building appearance. The contractor should leave all openings in tact where possible and avoid cement blocking or boarding up of windows or doors. Lighting and landscaping of signing should be carefully used to create a pleasant and secure environment throughout the area.

<u>Land Use.</u> The land use in a business district should promote and encourage uses, which generate large numbers of people, create a stimulating atmosphere and provide a

sense of security. It should encourage quality office development which will provide daytime customers for support service, such as retail shops and restaurants and encourage development which would generate outdoor activity such as sidewalk cafes, street vendors, sidewalk art sales, concerts, etc.

Personal Property. Personal property limited to manufacturing equipment may be eligible for tax abatement. Any personal property of this nature should be identified in Exhibit E-2 of the Tax Abatement Agreement. The taxable situs of any personal property abated in an agreement must be within the taxing jurisdiction of the City of Liberty for the term of the abatement unless such property is sold. Should the situs of the personal property change, the property owner shall notify the appraisal district.

REINVESTMENT ZONE

General. There are two types of zones that may be created for tax abatement. They are Residential Reinvestment Zones and Commercial/Industrial Reinvestment Zones. Each Zone must have one of these designations.

There are seven criteria under which either of Reinvestment Zones may be designated. An area may meet any one of these seven in order to qualify. They are as follows:

Criteria for Designation.

An area must (as provided in Chapter 312 of Texas Tax Code):

(1) substantially impair or arrest the sound growth of a city or town, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use by reason of the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures; predominance of defective or inadequate sidewalk or street layout; faulty lot layout in relation to size, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; the existence of conditions that endanger life or property by fire or other cause; or any combination of these factors or conditions; or

(2) be predominately open and, because of obsolete platting or deterioration of structures of site improvements, or other factors, substantially impair or arrest the sound growth of the City; or

(3) be in a federally assisted new community located within a home-rule city or in an area immediately adjacent to the federally assisted new community; or

(4) be located wholly within an area which meets the requirements for federal assistance under Section 119 of the Housing and community Development Act of 1974; or

(5) encompass signs, billboards, and other outdoor advertising structures designated by the City Council for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the City, which the Legislature hereby declares to be a public purpose; or

(6) be designated a local or state-federal enterprise zone under the Texas Enterprise Zone Act; or

(7) Be reasonably likely, as the result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and contribute to the economic development of the City.

Process for Designation.

A public hearing must be held prior to the adoption of the Ordinance. A notice of public hearing must be published in the newspaper not less than seven days before the date of the hearing. Following the public hearing, the Ordinance creating the Reinvestment Zone may be adopted.

A Reinvestment Zone must be created by Ordinance. The Ordinance must describe the boundaries of the Zone by metes and bounds and describe the designation of the Zone as residential or industrial/commercial; such description to be provided by the applicant prior to the designation of the Zone.

A Reinvestment Zone designation expires after five years and may be renewed for an additional five years. However, the term of an existing Tax Abatement Agreement within the Zone is not affected. There is no limit as to the size or number of Reinvestment Zones the City of Liberty may have. All Zones must, however, conform to the comprehensive zoning ordinance of the City. A copy of a proposed Reinvestment Zone Ordinance is attached as Exhibit C.

TAX ABATEMENT AGREEMENT

General

The Tax Abatement Agreement, between the City and the business, is entered into after the creation of a Reinvestment Zone.

Provisions of Agreement

An Agreement must include the following provisions (as provided in Chapter 312.205 (a) of the Texas Tax Code). Provisions must:

(1) list the kind, number and location of all proposed improvements of the property, and

(2) provide for access to an authorize inspection of property by municipal employees to ensure that the improvements or repairs or purchase of personal property were made according to the specifications or conditions of the Agreement, and

(3) limit the uses of the property consistent with the general purposes of encouraging development or redevelopment of the Zone during the period that the property tax exemptions are in effect, and

(4) provide for recapture of property tax revenue lost as a result of the Agreement if the owner of the property fails to make the improvements or repairs or purchases of personal property as provided by the Agreement.

(5) contain each term agreed to by the owner of the property;

(6) require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement; and

(7) provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

An Agreement with the business may also include, at the option of the City, the following provisions (as Provided by Chapter 312.205 (b) of the Texas Tax Code):

(1) Improvements or repairs by the City to streets, sidewalks, and utility services or facilities associated with the property, except that the Agreement may not provide for lower charges or rates than are made for other services or properties of similar character.

(2) An Economic Development Feasibility Study including a detailed list of estimated improvement costs, a description of the methods of financing all estimated costs and the time when the related costs or monetary obligations are to be incurred.

(3) A map showing uses and conditions of real property in the Reinvestment Zone in relation to property descriptions as used by Liberty County Central Appraisal District.

(4) A map showing proposed improvements and uses in the Reinvestment Zone in relation to property descriptions as used by Liberty County Central Appraisal District.

(5) Proposed changes of the zoning ordinance, master plan, map, building codes and City ordinances.

(6) The recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner of the property fails to create all or a portion of the number of new jobs provided by the agreement, if the appraised value of the property subject to the agreement does not attain a value specified in the agreement, or if the owner fails to meet any other performance criteria provided by the agreement, and payment of a penalty or interest, or both, on that recaptured property tax revenue.

Process for the Adoption of the Agreement

Prior to entering into the proposed Agreement, the City must publish notice of consideration of establishing a Reinvestment Zone for the purpose of entering into a Tax Abatement Agreement, and a copy of the notice must be delivered, either by registered or certified mail, or in person, to the appropriate county and school official prior to the meeting at which the Agreement is discussed. The City must also deliver a copy of the proposed Agreement to the presiding officer of Liberty County, Liberty Independent School District, and other taxing authorities with jurisdiction in the Reinvestment Zone along with written notice that the City intends to enter into the Agreement. This proposed Agreement must be delivered, either by registered or certified mail, or in person, seven days prior to the date the City intends to enter into the Agreement.

The City Council may then adopt a Resolution, attached as Exhibit D, authorizing the Tax Abatement Agreement. A copy of a sample Tax Abatement Agreement is attached as Exhibit E.

The Tax Abatement Agreement may be modified or terminated by mutual consent of the parties.

CONCLUSION

The City of Liberty has developed and adopted these Guidelines and Criteria in order to allow any business interested in tax abatement opportunity to understand the requirements and processes.

These Guidelines are subject to and governed by Chapter 312 of the Texas Tax Code and the statutes, rules and regulations of the State of Texas and the United States of America. In case of any conflict between the guidelines and any statute, the statute shall control.

These Guidelines and Criteria are effective for a two year period and may be renewed or amended after that date using the same procedure for adoption as was followed for this adoption. However, any amendment, alteration, or repeal of these Guidelines and Criteria can only become effective upon vote by three-fourths of the members of the City Council.

For reference purposes, Chapter 312.204 of the Texas Tax Code is attached as Exhibit F.

For reference purposes, an Outline of Procedures for Tax Abatement: Establishing Guidelines and Criteria for Designating Reinvestment Zones and for Entering into Tax Abatement Agreement are included as Exhibit G.

For reference purposes, a Commercial/Industrial Tax Abatement Application is included as Exhibit H.

EXHIBIT A - Guidelines and Criteria
EXHIBIT C-3 - Ordinance Designating Reinvestment Zone
EXHIBIT E-1 - Tax Abatement Agreement

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

The City agrees to abate ad valorem taxes on real personal property improvements of qualified businesses in Commercial/Industrial Reinvestment Zones as follows:

> The minimum capital costs of the project shall be $1,000,000, or annual payroll of at least $400,000, or the creation of twenty-five (25) new permanent, full-time jobs. Any office or retail development which guarantees a minimum of 15 new jobs or at least $400,000 annual payroll may be considered for tax abatement.
>
> Personal property is limited to manufacturing equipment and cost must equal not less than $200,000.00.

Year	% OF ADDED VALUE TO BE ABATED
1-5	100%
6	75%
7	50%

EXHIBIT B

A RESOLUTION BY THE CITY COUNCIL OF THE
CITY OF LIBERTY, TEXAS, ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT.

WHEREAS, the City Council of the City of Liberty desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Liberty is authorized to enter into Tax Abatement Agreements for commercial/industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act); and

WHEREAS, the Act requires the City of Liberty to establish guidelines and create criteria for the designation of Reinvestment Zones and the entering into Tax Abatement Agreements.

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby adopt the attached guidelines and criteria for tax abatement.

PASSED AND APPROVED this 13th day of July, 2010.

CITY OF LIBERTY, TEXAS

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

EXHIBIT C - Guidelines and Criteria
EXHIBIT E-1 - Tax Abatement Agreement

ORDINANCE NO. ________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, DESIGNATING A CERTAIN AREA AS A COMMERCIAL/INDUSTRIAL REINVESTMENT ZONE, CITY OF LIBERTY, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council of the City of Liberty, Texas, (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "Act"); and

WHEREAS, a hearing before the City Council was set for ________ p.m. on the ______ day of _________________ 20____, such date being at lease seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Liberty; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Liberty County, Liberty Independent School District, and other taxing authorities with jurisdiction in the reinvestment zone as required by the Act; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone. The boundaries of the proposed Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit C-1 and depicted in the drawing attached hereto as Exhibit C-2, should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, that it will be of general benefit to the City of Liberty and that it will be in the public interest to pass this Ordinance creating a Reinvestment zone;

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.

(b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone pursuant to the Act; and

(c) That creation of the proposed Zone with boundaries as described herein will result in benefits to the City, its residents and property owners and to the property, residents and property owners in the Reinvestment Zone.

(d) That the Reinvestment Zone, as defined herein in Exhibits C-1 and C-2, meets the criteria for the creation of a Reinvestment Zone as set forth in Chapter 312.202 of the Act in that:

(1) It is a contiguous geographic area located wholly within the corporate limits of the City.

(2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment, or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.

(3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or town or by a member of zoning or planning board or commission of the City.

(4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3: That the City hereby creates a Reinvestment Zone over the area described by the description attached hereto and depicted in a drawing attached hereto and such Reinvestment Zone shall hereafter be identified as the Commercial/Industrial Reinvestment Zone, Number ______, ___________________________, City of Liberty, Texas, (the "Zone").

SECTION 4: That operation of the Zone shall commence on _________________, 20_____, for a period of five years, may be renewed for an additional five years or may terminate sooner by subsequent ordinance.

SECTION 5: That a written agreement as provided in the Act, with the owners of the property located within the Reinvestment Zone is hereby authorized according to the schedule and term outlined in Exhibit C-3, and the written agreement shall provide an exemption from taxation the increased value of the real and/or personal property according to that schedule.

SECTION 6: That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7: That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 8: That the contents of the notice of public hearing, which hearing was held before the City Council on ____________________, and the publication of said notices, are hereby ratified, approved and confirmed.

PASSED, APPROVED AND ADOPTED on the ______ day of __________________, 20_____.

CITY OF LIBERTY

____
Carl Pickett
Mayor

ATTEST:

____
Dianne Tidwell
City Secretary

EXHIBITS TO ORDINANCE

C-1	Metes and Bounds description of zone
C-2	Map of Zone
C-3	Tax Abatement Schedule

EXHIBIT C-1

METES AND BOUNDS DESCRIPTION OF
REINVESTMENT ZONE

EXHIBIT C-2

DRAWING (PLAT) OF
REINVESTMENT ZONE

EXHIBIT A - Guidelines and Criteria
EXHIBIT C-3 - Ordinance Designating Reinvestment Zone
EXHIBIT E-1 - Tax Abatement Agreement

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

The City agrees to abate ad valorem taxes on real and personal property improvements of qualified businesses in Commercial/Industrial Reinvestment Zone as follows:

> The minimum capital costs of the project shall be $1,000,000, or annual payroll of at least $400,000, or the creation of twenty-five (25) new permanent, full-time jobs. However, any office or retail development which guarantees a minimum of 15 new jobs or at least $400,000 annual payroll may be considered for tax abatement.
>
> Personal Property is limited to manufacturing equipment and cost must equal $200,000.00 minimum.

Year	% OF ADDED VALUE TO BE ABATED
1-5	100%
6	75%
7	50%

EXHIBIT D

RESOLUTION NO. __________

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING AN AGREEMENT FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT FOR REINVESTMENT ZONE NO. ________.

WHEREAS, the City Council of the City of Liberty did previously approve and adopt Tax Abatement Guidelines and Criteria; and

WHEREAS, the City Council has established a Commercial/Industrial Reinvestment Zone by Ordinance No. _________ for _________________________.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, does hereby authorize entering into a Commercial/Industrial Tax Abatement Agreement with ____________________, Reinvestment Zone No. _____________.

FURTHER, BE IT RESOLVED that through the adoption of this Resolution, the Mayor of the City of Liberty, Carl Pickett, is authorized to execute the commercial/Industrial Tax Abatement Agreement as attached hereto.

PASSED, APPROVED AND ADOPTED this ________ day of ____________________,
20____.

CITY OF LIBERTY, TEXAS

____
Carl Pickett
Mayor

ATTEST:

____
Dianne Tidwell
City Secretary

EXHIBIT E
SAMPLE TAX ABATEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF LIBERTY

This instrument is an Abatement Agreement executed by and between the City of Liberty, Texas, and ______company________. Its terms and conditions are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

RECITALS

1. The Texas Property Redevelopment and Tax Abatement Act and all amendments thereto ("Law") provide that the governing body of an incorporated City (such as the City of Liberty) has the power to create one or more Reinvestment Zones for the abatement of ad valorem taxes assessed against real and/or personal property provided that certain conditions as detailed in the law are met.

2. ______________________ ("Company") owns real property ("Real Property") and/or personal property ("Personal Property") located within the taxing jurisdiction of the City of Liberty ("City").

3. The City has designated by ordinance the real property as Reinvestment Zone No. ____ ("Zone") eligible for the abatement of ad valorem taxes assessed against the real property or certain tangible personal property located thereon. The Ordinance creating the Zone is included as Exhibits C with Exhibits C-1 and C-2 describing and depicting the Zone. By virtue of the City following the requirements of the Law in creating the Zone, the City and Company now exercise their rights to enter into this instrument, the terms and conditions of which are detailed below and, with the Exhibits, constitute the full and complete agreement ("Agreement") between the City and Company concerning the abatement of ad valorem taxes assessed against the real property and personal property within the Zone and otherwise payable to the City.

TERMS AND CONDITIONS

1. The first year of Tax Abatement under this Agreement shall be the year following the year in which it is executed unless otherwise noted. All valuations are determined by the Liberty County Central Appraisal District as of January 1st of each year.

2. The percentage of abatement on properties covered are described in Exhibit E attached hereto and made a part hereof.

3. Company will construct within the Zone improvements and/or purchase certain tangible personal property, limited to manufacturing equipment, for use in the Zone, and prior to completion or purchase by _____________ ("Completion Period") spend a minimum of $___________ in construction cost and/or a minimum of $____________ in personal property costs.

4. A list of the kind, number and location of al proposed improvements constituting the Facilities are attached to this Agreement as Exhibit E-5. Employees and/or designated representatives of the City will have access to the Zone during the term of this Agreement to inspect the Facilities to determine if the terms and conditions of the Agreement are being met. All inspections will be made during normal business hours and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Facilities. All inspections will be made with one or more representatives of Company, and in accordance with its safety standards.

5. The use of the real property and/or personal property is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Zone during the period that the Property Tax Abatements are in effect. Company will declare the real property to be the tax situs of the personal property and will render both the real property and the personal property with Liberty County Central Appraisal District during each year this agreement is in effect.

6. In the event that company (a) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protests and/or contests; or fails to cure during the Cure Period (as hereafter provided), or (b) violates any of the terms and conditions of this Agreement by failing to make the improvements and repairs or renditions as provided by this Agreement, this Agreement then may be terminated by the City, and all taxes otherwise abated by virtue of this Agreement will be recaptured and paid to the City by Company within sixty (60) days of the termination. As an alternative, the City may in its discretion, not declare the Agreement terminated, but it must certify to Liberty County Central Appraisal District that the company has failed to qualify for an abatement for that tax year.

7. In the event that the Facilities are completed and Company begins operations, but subsequently discontinues operations for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of one year during the abatement period, then this Agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the Facility no

longer operates. The taxes otherwise abated for that calendar year shall be paid to City within sixty (60) days from the date of the termination.

8. Company must annually, on or before February 15th of each year, certify to the City Council that it is in compliance with the terms of this Agreement as of January 1st of that year.

9. Should the City determine that company is in default in the terms and conditions of this Contract, then the City shall notify Company at the address stated below of such claimed default, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), this Agreement may be terminated by the City. Any notice of default shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested. In the event the notice is effected by personal delivery, the date and hour of actual delivery shall be the time and date of such notice to Company. Absent a postal strike or other stoppage of the mails, in the event of delivery of notice by registered or certified United States mail, the date and hour following 48 hours after the date and hour at which the sealed envelope containing the notice is deposited in the United States mail, properly addressed, and with postage prepaid, shall be the time and date of such notice to Company.

10. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in Section 312.204 of the Property Redevelopment and Tax Abatement Act, a copy of which is marked Exhibit F attached hereto and made a part hereof.

11. All notices required or contemplated by this Agreement shall be addressed as follows:

If to Company, then to ____
____.

If to the City, then to 1829 Sam Houston, Liberty, Texas, 77575, Attention: Mayor of the City of Liberty, Texas.

12. The terms and conditions of this Agreement are binding upon the successors and assigns of both parties hereto. This Agreement cannot be assigned by company unless permission is first granted by the City, in its sole discretion.

13. This Agreement was approved by the affirmative vote of a majority of the members of the governing body of the City Council of the City of Liberty at a regularly scheduled meeting on the _______ day of ____________________, 20____, and Carl Pickett, Mayor, was authorized to sign on behalf of the City of Liberty, Texas.

14. This Agreement was authorized by Company, and _____________ of Company was authorized to sign on its behalf.

15. This Agreement is performable in Liberty County, Texas.

16. All values used shall be established by Liberty County Central Appraisal District.

17. The current taxable value of the property of Company in the Zone is:

Real property	$___________________
Personal Property	$___________________
Total Base Value	$___________________

NOTE: Values will be confirmed by Liberty County Central Appraisal District prior to execution of Agreement.

18. The City of Liberty hereby exempts from ad valorem real and personal property taxation for the term set forth, the value in the Zone in excess of that stated in (2) above, in accordance with Tax Abatement Agreement Exhibit E-1, Tax Abatement Schedule.

19. The term of the exemption will be for a period of six (6) years, beginning January 1, 20 ____. After the term expires, the full value of the improvements shall be included on the tax roll and assessed appropriately, and this Agreement shall terminate.

20. The company shall, within the term of this Agreement, construct or cause to be constructed upon Company's property in the Zone certain improvements and/or repairs as set forth in Exhibit E-2 of this Agreement and/or purchase or cause to be purchased certain tangible personal property as set forth in Exhibit E-2 of this agreement. Such Exhibit lists the kind, number and location of all proposed improvements and/or repairs to the property of Company in the Zone. Make, model and serial number of tangible personal property should be listed when known. However, it is the intent of the City to abate taxes on all improvements and additions in excess of the base value, regardless of whether itemized on Exhibit E-2.

21. The company agrees to build improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the City and any subdivision, agency, or authority thereof, and prior to commencing shall secure all permits, licenses and authorization required.

22. Upon completion and inspection by the City of the improvements specified in this Agreement, Company and City shall execute a Certificate of Compliance set out in Exhibit E-3 of this Agreement. A copy of this shall be sent to each taxing entity involved, the company and to the Liberty County Central Appraisal District.

23. Should company fail to make the improvements and/or repairs and/or personal property purchases as provided in this Agreement, then all real and personal property tax revenue lost by the City of Liberty from Company's property in the Zone due to this Agreement shall be forthwith paid to the City of Liberty by Company, and this Agreement shall become void.

24. A map showing existing uses and conditions of company's property within the Zone is attached as Exhibit E-4 and incorporated herein by reference.

25. A map showing proposed improvements and uses to Company's property within the Zone is attached as Exhibit E-5 and incorporated herein by reference.

WITNESS OUR HANDS, this _________ day of _________________, 20____.

CITY OF LIBERTY, TEXAS

____
Carl Pickett
Mayor

ATTEST:

____
Dianne Tidwell
City Secretary

"Company"

By ______________________________

Title ______________________________

THE STATE OF TEXAS

COUNTY OF LIBERTY

Before me, the undersigned authority, on this day personally appeared ________________________, ___________________, ____________________, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity herein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this the _________ day of _____________, 20____.

____

Notary Public in and For the
State of Texas

THE STATE OF TEXAS

COUNTY OF LIBERTY

Before me the undersigned authority, on this day personally appeared _______________________, Mayor of the City of Liberty, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to met that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this the ________ day of ______________, 20____.

____

Notary Public in and for the
State of Texas

EXHIBIT A - Guidelines and Criteria
EXHIBIT C-3 - Ordinance Designating Reinvestment Zone
EXHIBIT E-1 - Tax Abatement Agreement

TAX ABATEMENT SCHEDULE

The tax abatement policy of the City of Liberty reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry.

The City agrees to abate ad valorem taxes on real and personal property improvements of qualified businesses in Commercial/Industrial Reinvestment Zones as follows:

The value of any real property improvements must equal $10,000.00 minimum.

New development cost must equal $50,000.00 minimum

Personal Property is limited to manufacturing equipment and cost must equal $200,000.00 minimum.

Year	% OF ADDED VALUE TO BE ABATED
1-5	100%
6	75%
7	50%

TAX ABATEMENT AGREEMENT
EXHIBIT E-2

(List of personal property, limited to manufacturing equipment)

EXHIBIT E-3

CERTIFICATE OF COMPLIANCE

AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT

WITH ______________________________

IN REINVESTMENT ZONE NO. ________ CITY OF LIBERTY

FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT

CITY OF LIBERTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF LIBERTY

______________________, (The "Company") hereby certifies that the real and/or personal property improvements on the property, described on Exhibit e-2, as attached hereto, as called for in the above referenced Agreement, have been completed and that all facilities and improvements have been constructed or acquired pursuant to said Agreement.

Signed the ______ day of ______________, 20____.

____

Name, Title

The above described improvements have been accepted by the City of Liberty, Texas, as being in compliance with the above-referenced Agreement, and that pursuant to said Agreement, the exemption from taxation shall commence on _________ and the "base value" for the purposes of determining the taxable value of the Premises shall be the value of the property as established in the said Agreement.

Signed this ____ day of ________________, 20____.

____

Inspector

EXHIBIT E-4

MAP SHOWING EXISTING USES AND
CONDITIONS OF REAL PROPERTY

EXHIBIT E-5

MAP/LIST OF PROPOSED
IMPROVEMENTS AND USES

EXHIBIT F

Sec. 312.204. Municipal Tax Abatement Agreement

(a) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of taxable real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. The governing body of an eligible municipality may agree in writing with the owner of a leasehold interest in tax-exempt real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt a portion of the value of property subject to ad valorem taxation, including the leasehold interest, improvements, or tangible personal property located on the real property for a period not to exceed ten (10) years, on the condition that the owner of the leasehold interest may specific improvements or repairs to the real property. A tax abatement agreement under this section is subject to the rights of holders of outstanding bonds of the municipality. An agreement exempting taxable real property or leasehold interests or improvements on tax-exempt real property may provide for the exemption of such taxable interests in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement exempting tangible personal property located on taxable or tax-exempt real property may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality, including inventory and supplies. In a municipality that has a comprehensive zoning ordinance, and improvement, repair, development, or redevelopment taking place under an agreement under this section must conform to the comprehensive zoning ordinance.

(b) The agreements made with the owners of property in a reinvestment zone must contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption. For purposes of this subsection, if agreements made with the owners of property in a reinvestment zone before September 1, 1989, exceed 10 years in duration, agreements made with owners of property in the zone on or after that date must have a duration of 10 years.

(c) The property subject to an agreement made under this section may be located in the extraterritorial jurisdiction of the municipality. In that event, the agreement applies to taxes of the municipality if the municipality annexes the property during the period specified in the agreement.

(d) Except as otherwise provided by this subsection, property that is in a reinvestment zone and that is owned or leased by a person who is a member of the governing body of the municipality or a member of a zoning or planning board or commission of the municipality is excluded from property tax abatement or tax increment financing. Property that is subject to a tax abatement agreement in effect when the person becomes a member of the governing body or of the zoning or planning board or commission does not cease to be eligible for property tax abatement under that agreement because of the person's membership on the governing body, board, or commission. Property that is subject to tax increment financing when the person becomes a member of the governing body or of the zoning or planning board or commission does not become ineligible for tax increment financing in the same reinvestment zone because of the person's membership on the governing body, board, or commission.

(e) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner or lessee of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed 10 years a portion of the value of the real property or of personal property, or both, located within the zone and owned or leased by a certificated air carrier, on the condition that the certificated air carrier make specific real property improvements or lease for a term of 10 years or more real property improvements located within the reinvestment zone. An agreement may provide for the exemption of the real property in each year covered by the agreement to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of the personal property owned or leased by a certificated air carrier located within the reinvestment zone in each year covered by the agreement other than specific personal property that was located within the reinvestment zone at any time before the period covered by the agreement with the municipality.

(f) The agreements made with owners of property in an enterprise zone that is also designated as a reinvestment zone are not required to contain identical terms for the portion of the value of property that is to be exempt and the duration of the agreement.

(g) Notwithstanding the other provisions of this chapter, the governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed five years a portion of the value of the real property or of tangible personal property located on the real property, or both, that is used to provide housing for military personnel employed at a military facility located in or near the municipality. An agreement may provide for the exemption of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality and other than inventory or supplies. The governing body of the municipality may adopt guidelines and criteria for tax abatement agreements entered into under this subsection that are different from the guidelines and criteria that apply to tax abatement agreements entered into under another provision of this section. Tax abatement agreements entered into under this subsection are not required to contain identical terms for the portion of the value of the property that is to be exempt or for the duration of the exemption as tax abatement agreements entered into with the owners of property in the reinvestment zone under another provision of this section.

(h) The Texas Department of Economic Development or its successor may recommend that a taxing unit enter into a tax abatement agreement with a person under this chapter. In determining whether to enter into a tax abatement agreement under this section, the governing body of a municipality shall consider any recommendation made by the Texas Department of Economic Development or its successor.

Added by Acts 1987, 70th Leg., ch. 191, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, § 14.10(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 486, § 1, eff. June 14, 1989; Acts 1989, 71st Leg., ch. 1137, § 6, 7, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 985, § 13, eff. Sept. 1, 1995; Acts 2001, 77th Leg., ch. 560, § 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 640, § 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 765, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1016, § 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1258, § 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 149, § 18, eff. May 27, 2003; Acts 2003, 78th Leg., ch. 978, § 5, eff. Sept. 1, 2003; Acts 2005, 79th Leg., ch. 412, § 16, eff. Sept. 1, 2005; Acts 2005, 79th Leg., ch. 728, § 23.001(82), eff. Sept. 1, 2005;

SECTION 312.2041. **Notice of Tax Abatement Agreement to Other Taxing Units**.

(a) Not later than the seventh day before the date on which the municipality enters into an agreement under Section 312.204 or 312.211, the governing body of the municipality or a designated officer or employee of the municipality shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice that the municipality intends to enter into the agreement. The notice must include a copy of the proposed agreements.

(b) A notice is presumed delivered when placed in the mail postage paid and properly addressed to the appropriated presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

(c) Failure to deliver the notice does not affect the validity of the agreement.

Added by 1989 Tex. Law, p. 185, ch. 2, sec. 14.11; amended by 1989 Tex. Laws, p. 4685, ch. 1137, Sec. 8; amended by SB 1596, 75th Tex, Leg., 1997, eff. September 1, 1997, and by HB 1239, 75th Tex. Leg., 1997, eff. September 1, 1997.

EXHIBIT G

COMMERCIAL/INDUSTRIAL TAX ABATEMENT APPLICATION

Name of Company ____

Address ____

(Street) (Mailing, if different)

City________ __________________ State _________________ Zip _________________

Phone ____

Contact Person____

I. List kind, number and location of all proposed improvements of the property, both real and personal (attach an additional sheet if necessary).

II. Attach to this application:

(A) a map showing current uses and conditions of real property;

(B) a map showing proposed improvements and uses.

Use a copy of the Liberty County Central Appraisal District map of your property as the base map for your property. You can get this from their office at 2030 Sam Houston Street, Liberty, Texas. There will be a minimal charge. Liberty County Central Appraisal District now requires that all applications for Tax Abatement use a District map as the base map for all drawings or improvements and Reinvestment Zones.

III. Attach a metes and bounds description of the property.

The City of Liberty Guidelines and Criteria for Tax Abatement establishes the following Tax Abatement criteria:

As a minimum, the value of any real property improvements must equal $10,000.00.

Personal Property is limited to manufacturing equipment and must equal $200,000.00 minimum.

The Amount of abatement is as follows:

Year	% OF ADDED VALUE TO BE ABATED
1-5	100%
6	75%
7	50%

IV. Company plans to invest $_______________ in real property improvements and/or invest $_______________ in personal property (manufacturing equipment prior to ___________________ (date).

V. The current taxable value of the property of the Company is:

Real Property ________________________

Personal Property ________________________

Total ________________________

You will receive a written response to your application for Commercial/Industrial Tax Abatement .

Dianne Tidwell
City Secretary
1829 Sam Houston
Liberty, TX 77575

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3049)

DOC ID: 3049

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CITY OF LIBERTY

City Council
Agenda Item Form

Agenda Item No. V.11.10

Agenda Wording: Consider the purchase of equipment for the City-wide network, and take any action deemed necessary.

Department: City-wide

Subject: City-wide server to be located at City Hall. This is a major piece of the backbone to link all the City facilities together.

Background: When we sold the 2010 CO;s we put together a plan to network all City departments. We did a study to find out what is the best way to accomplish this task. We had $189,437 in the fund for technology, we spent $52,000 on telephones which was Step 1. Step 2 is purchase of the server.

Fiscal Impact: The cost is $51,876.93 – We have money available in the 2010 CO's for the purchase.

Staff Recommendation: Purchase the server from Liberty Systems with installation and configuration

Purpose: To provide better communication between departments, and assist with productivity.

City Wide Network

Step #1 Purchase telephones for Police Station, Fire Station, Animal Shelter and City Hall

Step #2 Purchase Server for City hall - Will be Centrally placed for City network

Step #3 Fiber Backbone
Investigate partnership with AT& T, Comcast or Verizon
Also Explore City Owned (Pros vs. Cons)

Step #4 After Backbone is established
Connect all facilities together - including Library and Public Works Center

Budget:

$189,000.00	in 2010 CO's
-$29,000.00	Purchase PD, Fire, City Hall Phones
$160,000.00	
-$110,000.00	Budget for New Server and Switches, Etc.
$50,000.00	
-$20,000.00	Budget for Library and Public Works to join network
$30,000.00	Remaining

2010 Certificates of Obligation

Remaining $ in accounts	794,741.00
Earmarked Water Distribution	379,304.00
	415,437.00
Possible Purchases:	
Street Sweeper - Purchased	195,000.00
	220,437.00
Records Management (Completed)	6,000.00
	214,437.00
City Hall Security Upgrade - Completed	25,000.00
	189,437.00

Possible Projects	
	189,437.00
City Wide IT Network - Server expandable - Est'd	111,000.00
City Wide Phone System - Est'd	49,000.00
Available	29,437.00

Actual:
189,437.–
51,876.–
28,996.00
108,565.– Available

Earmarked Water Distribution: (from above)	379,304.00
Ridgewood Replacement	151,700.00
Change Order #1	10,500.00
	217,104.00
Navigation/3361 Loop	
Estimated Construction	178,150.00
Estimated Engineering	33,000.00
Avaliable	5,954.00

CITY HALL SERVER SOLUTION

City Hall Server Purchase (Will comprise of three servers: Primary Domain Controller, Secondary Domain Controller, and Remote Desktop/Terminal Services.) The solution offered will allow us to add Public Works, Library, and Fire Department to the City Hall once we have network connectivity.

Liberty Systems quoting Lenovo	$35,376.93
HP	$34,123.38
Dell	$34,617.09

The quotes have been reviewed for meeting specifications and were adjusted for differences. However, the Liberty System Lenovo servers will have solid state drives at no additional cost. HP and Dell quotes were not specific as to the manufacturer for the drives and I was unable to adjust for the solid state drives. It is recommended that Lenovo servers are purchased based on past experience with Lenovo, particularly we have a dedicated server support specialist that responds quickly and efficiently. Dell and HP offer a queue-type support line.

Once received, each server will need to be configured on-the-bench prior to installation:

$3,500 x 3 = $10,500

Installation and Set-Up of Servers, Terminal Services and Components:

$6,000.00 – Not to exceed.

35,376.93
10,500.00
6,000.00
51,876.93 Total

LIBERTY Systems
106 Royal St.
P. O. Box 9131
Liberty, TX 77575

Quote

Date	Quote #
6/9/2014	253

Name / Address
The City of Liberty 1829 Sam Houston Ave Liberty, Texas 77575 Attn: A/R

Terms	Project
Due on receipt	

Description	Qty	Rate	Total
Lenovo Server Configured as Follows: ThinkServer RD640 Processor: 2 x Intel Xeon E5-2650 v2 Processor (20MB Cache, 2.60GHz) Operating System: Windows Server 2012 R2 Standard Form Factor: ThinkServer RD640 with up to 8 x 3.5" Drives Memory RAS Features: Memory Independent 1st_Mem: 8GB DDR3L-1600MHz (2Rx8) RDIMM 2nd_Mem: 8GB DDR3L-1600MHz (2Rx4) RDIMM 3rd_Mem: 8GB DDR3 - 1866MHz ECC RDIMM 4th_Mem: 8GB DDR3 - 1866MHz ECC RDIMM 5th_Mem: 8GB DDR3 - 1866MHz ECC RDIMM 6th_Mem: 8GB DDR3 - 1866MHz ECC RDIMM RAID Adapters and Upgrades: ThinkServer RAID 710 Adapter w/Cache Vault Data Protection Primary RAID Configuration: TBD Primary Hard Drive Quantity: Primary RAID HDD Quantity 8 Primary RAID Array: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive 2nd_HDD: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive 3rd_HDD: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive 4th_HDD: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive 5th_HDD: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive 6th_HDD: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive 7th_HDD: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive 8th_HDD: 300GB 2.5" 15K RPM SAS 6Gbps Hot Swap Hard Drive Optical Device: Slim DVD RW SATA First Ethernet Adapter: Intel 10G Fiber Ethernet Server Adapter X520-SR2 Systems Management: ThinkServer Management Module w/Premium Upgrade (iKVM & Remote Media) System Diagnostics: Advanced DIT Kit First Power Supply: 800W Redundant PSU (single module) Second Power Supply: 800W Redundant PSU (single module) Warranty: 3 Year	3	11,792.31	35,376.93

includes Solid State Drives

Thank you for the opportunity to Quote. Quote Valid for 30 days

Subtotal	
Sales Tax (0.00)	
Total	35,376.93

Legal Quotation

To: City of Liberty
1829 SAM HOUSTON ST
LIBERTY, TX 77575

Attn: .
Phone:
Fax:
Email:

In reply to your request:

HP Quote #	Created	Expires
CNW1-25045-00	7/2/2014	7/4/2014

Your HP Sales Contact:

Lance Kordsmeier,
Phone: 800-277-8988 ext 7717032
Fax:
Email: lance.kordsmeier@hp.com

Payment Terms:
Net 30 days, subject to credit approval

Submit Purchase Order To:
U.S. SLED Order Management,
Phone: .
Fax: 1-800-825-2329
Email: VALOM-US-SLED@hp.com

Solution		Net Price
Hardware:	US$	9,286.89
Software:	US$	1,045.61
Support:	US$	1,041.96
Installation:	US$	0.00
Other:	US$	0.00
Sub-Total:	US$	11,374.46
Shipping and Handling:	US$	0.00
Grand Total:	**US$**	**11,374.46**

X3 = 34,123.38

Estimated Delivery Upon Order Entry:
5 weeks
Delivery Method:
Standard
Delivery Duty Paid
Shipping & Handling and Special Handling Exempt

Print Date: 7/2/2014 11:39:49AM

Legal Quotation

Quote Number	Page
CNW1-25045-00	2

No.	Qty	Product	Description	Extended Item Net Price	Estimated Delivery Upon Order Entry
			HP DL380p Gen8 8-SFF CTO Server [#1]		
0100	1	653200-B21	HP DL380p Gen8 8-SFF CTO Server	1,415.19	2 weeks
	1	Opt. ABA	U.S. - English localization		2 weeks
0101	1	715218-L21	HP DL380p Gen8 E5-2650v2 FIO Kit	1,075.71	8 days
0102	1	715218-B21	HP DL380p Gen8 E5-2650v2 Kit	1,075.71	8 days
	1	Opt. 0D1	Factory integrated		8 days
0103	6	713983-B21	HP 8GB 2Rx4 PC3L-12800R-11 Kit	952.20	5 weeks
	6	Opt. 0D1	Factory integrated		5 weeks
0104	8	652611-B21	HP 300GB 6G SAS 15K 2.5in SC ENT HDD	3,008.40	5 days
	8	Opt. 0D1	Factory integrated		5 days
0105	1	652235-B21	HP 12.7mm SATA DVD RW Jb Kit	75.21	5 days
	1	Opt. 0D1	Factory integrated		5 days
0106	2	AF556A	HP 1.83m 10A C13-UL US Pwr Cord	15.20	8 days
	2	Opt. 0D1	Factory integrated		8 days
0107	1	716591-B21	HP Ethernet 10Gb 2P 561T Adptr	619.77	8 days
	1	Opt. 0D1	Factory integrated		8 days
0108	1	684208-B21	HP Ethernet 1GbE 4P 331FLR FIO Adptr	17.25	8 days
0109	1	631679-B21	HP 1GB FBWC for P-Series Smart Array	309.81	5 days
	1	Opt. 0D1	Factory integrated		5 days
0110	1	733668-B21	HP 2U SFF Easy Install Rail Kit with CMA	96.60	8 days
	1	Opt. 0D1	Factory integrated		8 days
0111	2	512327-B21	HP 750W CS Gold Ht Plg Pwr Supply Kit	385.02	5 days
	2	Opt. 0D1	Factory integrated		5 days
0112	1	389692-B21	HP Customer Defined RAID Setting SVC	0.01	3 weeks
0113	1	701593-DN1	MS WS12 Std FIO en/fr/es/xc SW	722.00	8 days
0200	1	U4545E	HP 3y 4h 24x7 DL38x(p) HW Support	1,041.96	
0300	1	BD506AAE	HP iLO Adv incl 3yr TS U E-LTU	323.61	5 days
0400	1	661069-B21	HP 512MB FBWC for P-Series Smart Array	240.81	5 days
			Grand Total:	**US$ 11,374.46**	

Legal Quotation

Quote Number	Page
CNW1-25045-00	3

For inquiries regarding this quote please contact: RFQ-US-SLED@hp.com

Upon issuing a Purchase Order to Hewlett-Packard please include the following:
Hewlett-Packard Company listed as the Vendor
Bill to & ship to addresses
PO# and valid HP quote number
HP Purchase Agreement # (if applicable)
Contact name, phone number & e-Mail address
For electronic software include the end user e-Mail Address
Requested delivery date (per SLA requirements) and any special delivery requirements
Tax status
If support is ordered provide the end user's name and phone number. For upgrades include the serial number or the support identifier for contract entitlement

*Prices are exclusive of use, sales value added and other taxes. Should the item(s) being quoted herein be exempt from sales tax please include the appropriate valid tax exemption certificate referencing Hewlett-Packard Company as the vendor.

*If quoted herein, Remarketed Products are fully remanufactured and carry new product warranty. Purchase is subject to inventory availability at receipt of order. Inventory may not be reserved. HP reserves the right to substitute new components if appropriate, or to cancel orders by notifying the customer if necessary components are unavailable.

*If quoted herein, HP Promotions must be ordered as quoted, no substitutions will be allowed. POs must be received on or prior to the expiration date of the quote or special promotion whichever comes first.

*If quoted herein, HP Consignment/Demo equipment is currently at the location listed on this quote. Issuing a PO against this formal quotation will imply acceptance and delivery of the Consignment/Demo inventory. The standard warranty applicable to new equipment will apply. Some demo equipment may contain products that are remanufactured to be functionally equivalent to new.
The terms and conditions of the Tex DIR-SDD-1364 apply to any order placed as a result of this inquiry. No other terms and conditions shall apply. Please reference this contract when placing an order
Unless indicated differently this quote is subject to the terms and conditions as set forth in your purchase agreement 9PAJI which expires 7/4/14.

QUOTATION

Quote #:	685849496
Customer #:	2438978
Contract #:	42AFU
CustomerAgreement #:	DIR SDD-1951
Quote Date:	07/01/2014
Customer Name:	CITY OF LIBERTY

Date: 7/1/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: NICK J MARTINEZ **PHONE:** 1800 - 4563355

Email Address: Nick_Martinez@Dell.com **Phone Ext:** 7254346

11539.03 X 3 =
34617.09

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $9,739.03 GROUP TOTAL: ~~$9,739.03~~

Description	Quantity
PowerEdge R720, Intel Xeon E-26XX Processors (210-ABVP)	1
PowerEdge R720 Motherboard, TPM (591-BBBP)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (936-4593)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (936-4603)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (988-9281)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	1
On-Site Installation Declined (900-9997)	1
Proactive Maintenance Service Declined (926-2979)	1
PowerEdge R720 Shipping (331-4437)	1
Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)	1
iDRAC7 Enterprise (421-5339)	1
Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)	1
2.5" Chassis with up to 16 Hard Drives (317-8474)	1
Bezel (318-1375)	1
Power Saving Dell Active Power Controller (330-5116)	1
RAID 1+RAID 5 for H710P/H710/H310 (2 + 3-14 HDDs) (331-4390)	1
PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529)	1
Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
Intel Xeon E5-2650v2 2.6GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1866MHz (338-BDBD)	1
DIMM Blanks for Systems with 2 Processors (317-8688)	1
Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
Intel Xeon E5-2650v2 2.6GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1866MHz,2nd Proc (338-BDBS)	1

8GB RDIMM, 1866MT/s, Standard Volt, Single Rank, x4 Data Width (370-AAUK)	6	
1866MT/s RDIMMs (370-AAWM)	1	
Performance Optimized (331-4428)	1	
300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)	~~7~~ 8	$800.00
No System Documentation, No OpenManage DVD Kit (310-5171)	1	
DVD+/-RW, SATA, INTERNAL (313-9090)	1	
ReadyRails Sliding Rails With Cable Management Arm (331-4433)	1	
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	1	
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2	
Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs (618-BBDS)	1	
Windows Server 2012R2, Standard Edition,Media Kit (618-BBDF)	1	
2 year 4hr 24/7 Support		1,000.00

***Total Purchase Price:**	11,539.03 ~~$9,739.03~~
Product Subtotal:	$9,739.03
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

Statement of Conditions
The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale
This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers
If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information
All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.
For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF LIBERTY for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

The following components will be required for the City Hall new server purchase:

Software:

Windows Server 2012R2 standard edition with user CALS:

MS Windows Client Access License 5-pack	12 @ $200.00	2,400.00
MS Windows Device Access License 5-pack	3 @ $200.00	600.00
MS Remote Desktop Access License	25 @ $200.00	5,000.00

Server and All Desktop PC's Backup System:

Datto Siris Enterprise 10000 – 10T local storage / 3TB Cloud base configuration	9,898.90
UPS Rack Mount 2200VA for Enterprise 1000	1,430.00
Managed Backup – Remote/Local Datto 3TB cloud storage per year	11,395.10/year

Server installation:

Hardware:

Server Rack 42U	890.00
KVM 8-port IP based with monitor, keyboard, mouse	2,333.03
Shipping on two items above	243.00
UPS Rack Mount 2200VA (2)	2,860.00

Total Additional Components $37,050.03

LIBERTY Systems
106 Royal St.
P. O. Box 9131
Liberty, TX 77575

Quote

Date	Quote #
6/9/2014	253

Name / Address
The City of Liberty 1829 Sam Houston Ave Liberty, Texas 77575 Attn: A/R

Terms	Project
Due on receipt	

Description	Qty	Rate	Total
Windows Server 2012R2 standard edition with user CALs			
Software - Microsoft Windows Client Access License 5 pack	12	200.00	2,400.00
Software - Microsoft Windows Device Access License 5 Pack	3	200.00	600.00
Software - Microsoft Remote Desktop Access License	25	200.00	5,000.00
Hardware - Backup - Datto Siris Enterprise 10000 - 10TB local storage / 3TB Cloud base config	1	9,898.90	9,898.90
Managed Services - Backup - Remote / Local - DATTO - $/year - 3TB cloud / each additional TB 90/mo 3 - 12 month term	1	11,395.10	11,395.10
Hardware - Server Rack 42U	~~1~~	~~3,250.00~~	3,250.00
Hardware - UPS Rack Mount 2200VA	2	1,430.00	2,860.00
Hardware KVM 8 port IP based with monitor/KBD/MSE	~~1~~	~~1,950.00~~	~~1,950.00~~

Thank you for the opportunity to Quote. Quote Valid for 30 days

Subtotal	~~$72,730.93~~
Sales Tax (0.00)	$0.00
Total	~~$72,730.93~~

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FKRH460	4043613	7/3/2014

BILL TO:
CITY OF LIBERTY
1829 SAM HOUSTON ST

Accounts Payable
LIBERTY , TX 77575-4742

Customer Phone #

SHIP TO:
CITY OF LIBERTY
Attention To: MELODY FISHER
1710 SAM HOUSTON ST

LIBERTY , TX 77575-4741
Contact: MELODY
FISHER 936.346.2471

Customer P.O. # TRIP KVM IP W/
SHIPPING

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
LENA PEKAJ 866.567.1653	UPS Freight LTL, Dock to Dock	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	858765	TRIPP 42U RACK ENCLOSURE DRS & SIDES Mfg#: SR42UB Contract: MARKET	890.00	890.00
1	2106628	TRIPP 8PT CONSOLE IP KVM SWITCH 1URM Mfg#: B020-U08-19-IP Contract: MARKET	2,333.03	2,333.03
		SUBTOTAL		3,223.03
		FREIGHT		243.00
		TAX		0.00

US Currency
TOTAL 3,466.03

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.9460

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3052)

DOC ID: 3052

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My fellow council members:

I come to you asking your consent to construct a new tower for the Liberty Bell on the Cultural Center Property owned by the city.

An effort to build a new bell tower to replace the one that had to be demolished and removed due to damages from Hurricane Ike is now underway. The new structure will occupy the same spot as the old tower, on the grounds of the Geraldine D. Humphreys Cultural Center in downtown Liberty. The structure will be 46' tall, built of corten steel on a 32' diameter by 30" high concrete base, surrounded by a shaded sitting area with benches and walkways. Once the new structure is complete the Liberty Bell will be placed in the tower so that it may be rung and viewed by the public in much the same way as with the prior bell tower.

This letter is presented to you in connection with a document styled "Transfer of Title to Liberty Bell Replica", whereby Sallie B. Woods and Nadine Woods conveyed an exact replica of the Liberty Bell to the citizens of Liberty, Texas on February 8, 1976. This document generally required the approval of the Liberty County Historical Commission, the County of Liberty, through its Commissioner's Court, and the City of Liberty, through the City Council, for any action to be taken that involved the physical placement of the Liberty Bell. Also, in the construction of the new bell tower itself, every effort has been made, and will be made, to be in compliance with the desires and directives of Sallie Woods and Nadine Woods as set forth in all relevant documentation.

If you feel that the consent is in order I would ask that you approve or adopt a resolution supporting the building of this new Liberty Bell Tower.

Thank you for your consideration of my request and if you need more information please do not hesitate to contact me.

F:\Wpdocs\CNP\Belltower.Commissioner'sCourt.docx

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3053)

DOC ID: 3053

.

BRAVE / ARCHITECTURE B/A

6 May 2014

Proposed
Carl B

Carl Pickett
Pickett & Pickett, P.C.
P. O. Box 10225
524 Travis
Liberty, Texas 77575

RE: Proposal for Architectural Services for "New Liberty Bell Tower, Landscaping and Parking" for the City of Liberty, Texas

Dear Carl,

We are happy to submit this proposal for architectural services for your consideration in connection with the new Liberty Bell Tower Project for your city. As we have completed the preliminary design for this project, this proposal addresses completion of the Schematic Design through the Construction Documents phases of the project in preparation for obtaining a permit from the City of Liberty, negotiating a Construction Contract with the General Contractor of your choice, and performing Construction Administration through the completion of construction of the project.

We are prepared to begin work upon approval of this proposal and will prepare a more formal AIA contract for this work.

SCOPE OF WORK

We understand from our conversations with you that our work will be limited to Areas A+B of the approved design, A-Tower and Landscaping and B-New Parking Area.

We also understand that the City of Liberty may have an existing relationship with a Civil Engineer who could provide a current survey of the property and a Geotechnical Engineer who could provide a current geotechnical report on the property. We will coordinate our work with those professionals.

Our proposal, based on the previous 'Probable Construction Costs' submitted to you on 2/11/2014, provides allowances for all required consultants. A revised copy, labeled 'Professional Fee Structure + Estimate of Probable Construction Costs- Areas A+B' is attached to this proposal.

SCOPE OF BASIC SERVICES

A. Schematic Design and Design Development

1. Develop plans, elevations and sections indicating dimensions, materials, and finishes of the tower, surrounding areas, and parking

2. Structural design, with Structural Engineer and Steel Tower fabricator, based on information in the Geotechnical Report
3. Develop electrical and plumbing systems with Consulting MEP Engineers
4. Develop landscape plan with Landscape Architect
5. Develop final site design with your Civil Engineer, based on a current survey
6. Code analysis to ensure compliance and accessibility
7. Progress review meetings with you

B. Permitting, Bidding and Construction Documents Phases

1. Produce site plan/site details, floor plans, tower elevations, wall sections, details and schedules, and any and all other drawings and details deemed appropriate by us to illustrate the scope of work
2. Completion of Structural, Electrical and Plumbing drawings
3. Completion of site design in coordination with your Civil Engineer
4. Completion of landscape and irrigation design with Landscape Architect
5. Incorporate building department comments in documents based on city plan review
6. Progress review meetings with you
7. Submit the Project to required State of Texas officials for an Accessibility Review [*This submission is a State requirement and both the Architect and the Client are obligated to comply with it. The City of Liberty will be responsible for paying the State's plan reviewer for the cost of this Accessibility Review and associated State review and inspection fees, and are not included in this proposal.]*

C. Construction Contract Administration

1. Assistance will be provided to you as needed while negotiating the project with your selected General Contractor.
2. Provide written interpretation and clarification of documents and distribution of Addenda as required
3. Evaluating pricing presented by the General Contractor
4. Conduct pre-construction conference with the Client, the Architect, the Consulting Engineers, the General Contractor and major trade sub-contractors
5. Interpret and clarify construction documents for execution and progress of work
6. Review shop drawings and submittals as required by the plans and specifications after the General Contractor has reviewed them for conformance with the terms of the contract for construction
7. Review and process the monthly pay requests as needed
8. Provide review of each shop drawing, product data item, sample, and other submittals
9. Provide visits to the site over the duration of the Project during construction
10. Provide Construction Contract Administration services for the Project from authorization to proceed to General Contractor to Substantial Completion

COMPENSATION

The fees in this proposal are based on the current preliminary design.

Architectural Services

1. Architecture 35,200

2. Tower Construction Design and Management	8,800
Consultants Services (allowances)	
1. Structural Engineering	9,900
2. Electrical and Plumbing Engineering	8,800
3. Landscape Architecture	16,500
Fees	**$79,200**

Owner-Provided Consultants (allowances, not included in Fees above)

1. Geotechnical Investigation,	3,267
2. Civil Engineering	7,260

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Architect and his consultants in the interest of the project. Reimbursable Expenses will be billed at a rate of cost plus fifteen percent (15%). Reimbursable expenses may include, but are not limited to, the expenses listed below:

1. Transportation in connection with the Project @ current standard IRS rate
2. Fees paid for securing approval of authorities having jurisdiction over the Project
3. Reproductions, plots, standard form documents, postage, handling, and delivery of instruments of service
4. Other similar direct project-related expenditures

ADDITIONAL SERVICES

Additional Services, if required, will be estimated in advance for the Client's approval and will be invoiced monthly. The Architect would not proceed with Additional Services unless the Client issues written authorization.

PAYMENTS

Payments on account of services rendered and for reimbursable expenses incurred will be made monthly by the Client upon receipt of the Architect's invoice or statement of services in accordance to the percentage of work completed.

Amounts unpaid thirty (30) calendar days after the invoice date shall bear interest at the legal rate.

QUALIFICATIONS

1. The Architect will provide the services stated above
2. Consultants listed above are included in the scope of work and/or fee in this proposal as allowances
3. Civil engineering and/or surveying are excluded from this proposal; the Architect will coordinate the work of the Client's Civil and Geotechnical Engineers

4. Consultants not included in this proposal can be added to the Architect's scope of work at cost plus 10%
5. Permitting fees are not included in this proposal
6. An AIA agreement shall be in place before commencement of work

For: **BRAVE / ARCHITECTURE**

5/6/14

Val Glitsch, FAIA
Principal

Date

Professional Fee Structure +
Estimate of Probable Construction Costs - Areas A & B

Liberty Bell Tower, Landscaping and Parking, Liberty, TX
05/06/14

Area A - Tower and Landscaping	Architecture Soft Costs	Owner Soft Costs	Construction Cost Estimate
Steel Tower Construction & Erection			
Steel Tower Construction & Erection			$160,000
Tower Foundation			$20,000
Tower Construction Design (Shop Drawings)			$24,000
Hardscape			
Ramps & Walks			$27,000
Curved Concrete Walls			$38,000
Steps			$10,000
Base			$8,000
Lighting Allowance			$12,000
Irrigation Meter Allowance			$3,000
Landscape			
Trees			$6,000
Shrubs & Groundcover			$18,500
Turf			$1,000
Irrigation			$12,000
Irrigation Meter Allowance			$3,000
Contingency			
10% on Construction Costs			$34,250
Professional Fees			
Architecture	$30,800		
Tower Construction Design Assist & Management Fee	$8,800		
Structural Engineering Allowance	$9,900		
Electrical and Plumbing Engineering Allowance	$8,800		
Landscape Architecture Allowance	$13,200		
Owner-Provided Consultants			
Geotechnical Investigation		$3,267	
Civil Engineering Allowance (Areas A & B)		$7,260	
Subtotal: Area A	**$71,500**	**$10,527**	**$376,750**
Area B - New Parking Area			
Construction			
Selective Demolition			$15,000
Paving (+/- 18 to 20 spaces)			$40,000
Ramps & Walks			$9,000
Miscellaneous Landscaping			$6,000
Lighting not included			
Contingency			
10% on Construction Costs			$7,000
Professional Fees			
Architecture	$4,400		
Landscape Architecture Allowance	$3,300		
Subtotal: Area B	$7,700		$77,000
GRAND TOTAL	$79,200	$10,527	$453,750

Attachment: Bell Tower Proposal (3053 : Architectural Svs Proposal-Bell Tower)

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3051)

DOC ID: 3051

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

Meeting: 07/08/14 06:00 PM

Department: Administration
Category: Budget

WORK SESSION (ID # 3054)

DOC ID: 3054

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