



The City of Liberty
City Council
Regular Meeting
~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, September 8, 2015

6:00 PM

City Council Chambers

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

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor Pro Tem Diane 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 # 3349)

Project Updates - City Mgr. Gary Broz

B. Information Item (ID # 3350)

Recycling Report - Councilperson Huddleston

C. Information Item (ID # 3351)

Sam Rayburn Municipal Power Agency - Mayor Pickett

D. Information Item (ID # 3352)

Houston-Galveston Area Council - Councilperson Jordan

E. Information Item (ID # 3365)

Liberty County CAD - Appraisal Review Board

- CAD-ARB Info (PDF)

F. Information Item (ID # 3366)

Liberty County CAD-Board of Directors

- CAD Board of Directors Info (PDF)

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, August 11, 2015

VII. REGULAR AGENDA**A. Regular Session****1. Council Action (ID # 3337)**

Consider appointments to the Liberty Municipal Library Board.

2. Resolution (ID # 3353)

Consider a Resolution appointing a representative to the Sam Rayburn Municipal Power Agency Board of Directors.

3. Ordinance 2015-7

Consider an Ordinance adopting the budget for Fiscal Year 2015-2016.

4. Council Action (ID # 3355)

Consider ratification of the property tax revenue increase reflected in the Fiscal Year 2015-2016 Budget.

5. Ordinance 2015-8

Consider an Ordinance adopting the tax rate for Fiscal Year 2015-2016.

6. Ordinance (ID # 3363)

Consider adoption of an Ordinance amending the Master Fee Schedule to include water, wastewater and solid waste rate increases.

- Master Fee Schedule 9-8-2015 FINAL (XLSX)

7. Council Action (ID # 3357)

Consider a Fire Protection Services Agreement between Liberty County and the City of Liberty Fire Department.

- Fire Protection Svs Agreement (DOCX)

8. Council Action (ID # 3358)

Consider an Interlocal Agreement with Liberty County Precincts 1 & 2 for the maintenance of streets, roads, ditches and recreational areas, and take any action deemed necessary.

- Interlocal with County Prec 1 & 2 (DOCX)

9. Council Action (ID # 3359)

Consider approval of a bid for Tax Resale Property described as 0.8816 acres, Richardson, Lot 21, Sec 1 (Duff Street).

- Tax Resale Property-Duff St. (PDF)

10. Council Action (ID # 3360)

Consider award of proposal for Employee Life Insurance, Accidental Death and Dismemberment, and Dependent Life Insurance.

- Life Insurance Tabulation (PDF)

11. Resolution (ID # 3361)

Consider a Resolution requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for financial assistance, and making certain findings in connection therewith.

- TWDB-Affidavit re Application - 2015 Liberty WWSS Rev Bond-2 (DOC)

12. Council Action (ID # 3367)

Consider acceptance of the 2016 Routine Airport Maintenance Program (RAMP) Grant Agreement.

- Ramp Grant Agreement (PDF)

B. Executive Session

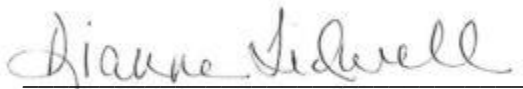
Gov. Code §551.087 - Deliberation Regarding Economic Development Negotiation.

C. Reconvene into Regular Session**1. Council Action (ID # 3362)**

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

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

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 4th day of September, 2015 at 2:00 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 _____, 2015.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3349)

DOC ID: 3349



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3350)

DOC ID: 3350



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3351)

DOC ID: 3351



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3352)

DOC ID: 3352



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.E

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Board Appointments & Information

INFORMATION ITEM (ID # 3365)

DOC ID: 3365

EXPLANATION:

The CAD is requesting a nomination from each taxing entity to the Appraisal Review Board. To serve on this Board, individuals must be a resident of the Appraisal District for 2 years, and cannot be an officer or employee of the Appraisal District or any Taxing Entity. Members serve two-year staggered terms, meeting once a month and twice weekly during May and June. Members are paid \$150 per day. This nomination must be submitted by October 16. If an individual is nominated, who is not currently on the ARB, that individual is responsible for filling out the CAD's application for appointment.

Kenneth Riggs and Winn Skidmore, both At-Large positions, are ineligible for reappointment having served three consecutive terms. The remaining open position is from Precinct #4 - Lester Wisegerber

Current ARB members are: Walt Saucier, Bill Brackin, Winn Skidmore, Kenneth Riggs, Lester Wisegerber, Horace Green and Cordella Kirkham.

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

August 19, 2015

To: All Voting Taxing Units

From: Alan Conner 

Re: ARB Nominations

Dear Taxing Units:

The two (2) year term of the following position on the Liberty County Appraisal Review Board (ARB) will expire December 31, 2015.

<u>Position</u>	<u>Board Member</u>
Precinct #4	Lester Ray Wisegerber
At-Large	Kenneth Riggs
At-Large	Winn Skidmore

Board members, Kenneth Riggs and Winn Skidmore have served three (3) consecutive terms and are ineligible for reappointment. Board member, Lester Wisegerber is eligible for re-appointment to a new two (2) year term. Therefore, the Board of Directors has requested you submit a nominee(s) to the District's office by 5:00 P.M. by October 16, 2015. The Board will fill the position at their regularly scheduled meeting on Thursday, October 22, 2015 at 9:30 A.M. Please have your nominee **complete the enclosed application**.

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

Typically, the ARB meets at 9:00 A.M. once a month and at least twice a week during the months of May and June. ARB members are paid one hundred and fifty dollars per meeting.

If you should have any questions concerning this nomination, please give me a call.

If your nomination is someone currently on the Board, please do not require them to complete the attached application.

Cc: Board of Directors

Attachment: CAD-ARB Info (3365 : Liberty County ARB)

APPLICATION FOR APPRAISAL REVIEW BOARD APPOINTMENT

LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

5.E.a

APPLICANT INFORMATION

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

APPRIASAL REVIEW BOARD QUALIFICATION STATEMENT

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

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

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

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

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

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

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

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

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

PERSONAL BACKGROUND

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

2. Are you a U.S. citizen? Yes _____ No _____
 If "No" are you eligible to be employed under a visa or entry permit? Yes _____ No _____
3. Use the space below to list professional society memberships, job related licenses registrations, certificates (with their numbers), and expiration dates. Provide additional comments or information that would be of assistance in considering you for this position.

EDUCATION AND TRAINING

Please indicate your level of education below:

Less than high school education _____ High school education _____ College education _____
 Number of years attended college _____
 Degree(s) attained _____

WORK HISTORY

(List most recent jobs first)

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

Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____

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

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

Signature: _____ Date: _____

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Board Appointments & Information

INFORMATION ITEM (ID # 3366)

DOC ID: 3366

EXPLANATION:

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

Each voting taxing unit may nominate one to five candidates for each of the five positions on the Board. A candidate must receive 834 votes, out of 5000, to guarantee election. In September 2013, the Council nominated John Hebert, Jr. And Kevin Ladd, both of whom were elected to the Board. Nominations must be submitted by October 15th.

Current Board Members are: Ronnie Danner, John Hebert Jr., Larry Wadzeck, Richard Brown, Bob Edwards and Billy Yarborough.

Liberty County Central Appraisal District

P. O. Box 10016 -- 2030 Sam Houston -- Liberty, TX 77575-2916

www.libertycad.com

MEMBERS OF THE BOARD

Ronnie Danner -- Chair.
 Larry Wadzeck -- Vice Chair.
 John Hebert Jr. -- Sec.
 Bob Edwards
 Billy Yarbrough
 Richard L. Brown -- Ex-Officio



CHIEF ADMINISTRATOR

Alan D. Conner

MAIN OFFICE -- LIBERTY

Phone (936) 336-5722

CLEVELAND BRANCH OFFICE

Phone (281) 593-1605

DAYTON BRANCH OFFICE

Phone (936) 257-8395

August 18, 2015

To: All Taxing Units

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

Dear Sir;

It is time again for the voting taxing units within the Liberty County Central Appraisal District to select Appraisal District directors. These directors will serve two year terms beginning January 1, 2016.

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

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

Attached for your study is a timetable for election of directors and a list of all voting taxing units and their voting entitlements. Please submit the names of your nominees by written Resolution to my office by October 15, 2015. **Only the names of the nominees received by the deadline of October 15, 2015 will be included on the official ballot which will be mailed to each voting taxing unit by October 30, 2015.** If I can answer any questions concerning this election, please contact me at the number listed above.

Sincerely,


 ALAN D. CONNER
 CHIEF ADMINISTRATOR

ADC/lan

Attachment: CAD Board of Directors Info (3366 : Liberty County CAD-Board of Directors)

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

- | | |
|----------------------------------|--|
| <u>September 30, 2015</u> | <p>-Chief Appraiser must notify each taxing unit of the number of votes it may cast and deliver to the following:</p> <ul style="list-style-type: none"> • County Judge and each Commissioner • Mayor and City Manager of each city • School Board President and Superintendent for each school |
| <u>October 15, 2015</u> | <p>-Each of these voting taxing units nominates by Resolution, one candidate for each of the five (5) positions and submits their nominations to the Chief Administrator.</p> |
| <u>October 30, 2015</u> | <p>-The Chief Administrator prepares a ballot listing the candidates alphabetically and delivers ballot to each voting taxing unit.</p> |
| <u>December 15, 2015</u> | <p>-Each voting unit casts its vote by written resolution and submits it to the Chief Administrator by this date.</p> |
| <u>December 31, 2015</u> | <p>-Chief Administrator must count votes, declare winners and notify all taxing units of results by this date.</p> |
| <u>January 1, 2016</u> | <p>-Directors begin their two-year term of office.</p> |

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

LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT 2015 VOTE CALCULATION CAD DIRECTORS

VOTING TAXING UNITS	2014 TAX LEVY	%	# OF VOTES
LIBERTY COUNTY	\$ 26,884,978	0.2925	1,462
CLEVELAND ISD	\$ 9,648,341	0.1050	525
DAYTON ISD	\$ 18,200,069	0.1980	990
DEVERS ISD	\$ 3,187,397	0.0347	173
HARDIN ISD	\$ 4,387,814	0.0477	239
HULL DAISSETTA ISD	\$ 3,470,525	0.0378	189
LIBERTY ISD	\$ 9,978,712	0.1086	543
TARKINGTON ISD	\$ 4,869,416	0.0530	265
CITY OF AMES	\$ 179,655	0.0020	10
CITY OF CLEVELAND	\$ 2,575,729	0.0280	140
CITY OF DAISSETTA	\$ 132,370	0.0014	7
CITY OF DAYTON	\$ 4,900,576	0.0533	267
CITY OF DAYTON LAKES	\$ 15,536	0.0002	1
CITY OF DEVERS	\$ 29,956	0.0003	2
CITY OF HARDIN	\$ 66,277	0.0007	4
CITY OF LIBERTY	\$ 3,367,337	0.0366	183
CITY OF MONT BELVIEU	\$ 4,448	0.0000	-
TOTAL	\$ 91,899,137		5,000

RESOLUTION

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

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

Whereas, these nominations must be submitted to the Chief Appraiser by October 15, 2015 to be eligible to be placed on the ballot for the 2016-2017 term; and

Therefore be it resolved, that the _____ **nominates** the following candidates for the Liberty County Appraisal District Board of Directors:

Approved this the _____ day of _____, 2015.

TITLE

ATTEST:

TITLE

Attachment: CAD Board of Directors Info (3366 : Liberty County CAD-Board of Directors)

LIBERTY COUNTY APPRAISAL DISTRICT**2015 BOARD OF DIRECTORS****CHAIRMAN**
2014-2015

J. RONNIE DANNER
100 EAST CROCKETT
CLEVELAND, TX 77327
jdanner@farmersagent.com

281-592-1541(W)
281-592-6392(H)

V. CHAIRMAN
2014-2015

LARRY WADZECK
206 OAK ST
DAYTON, TX 77535
wadla@sbcglobal.net

936-258-5414(H)
936-776-2358(CELL)

SECRETARY
2014-2015

JOHN J HEBERT JR
102 FEATHERSTONE CT
LIBERTY, TX 77575
jjhebert@imsday.com

936-336-5232(H)
936-334-2528(CELL)

DIRECTOR
2014-2015

ROBERT S. EDWARDS
P.O. BOX 785
102 W. CLAYTON AVE.
DAYTON, TX 77535
babaed@swhost.net

258-8051(W)
258-2797 (H)
713-898-2506(CELL)

DIRECTOR
2014-2015

BILLY YARBROUGH
11774 HIGHWAY 146 N
LIBERTY, TX 77575
Laura.yardbird@gmail.com

936-298-2186(W)
936-334-7854(CELL)

EX-OFFICIO

RICHARD BROWN TAX A/C
P.O. BOX 1810
LIBERTY, TEXAS 77575
richard.brown@co.liberty.tx.us

336-4633 (W)

§ 6.02

PROPERTY TAX CODE

1983; Acts 1991, 72nd Leg., ch. 20, § 14, eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 391, § 13, eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 347, § 4.05, eff. May 31, 1993; Acts 1997, 75th Leg., ch. 165, § 6.72, eff. Sept. 1, 1997; Acts 2007, 80th Leg., ch. 648, §§ 1, 5(2), eff. Jan. 1, 2008.

§ 6.025. Repealed by Acts 2007, 80th Leg., ch. 648, § 5(3), eff. Jan. 1, 2008

→ § 6.03. Board of Directors

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioners court of the county enters into a contract under Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting

PROPERTY TAX ADMINISTRATION

§ 6.03

entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.



**The City of Liberty
City Council
Regular Meeting
~ Minutes ~**

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 11, 2015

6:00 PM

City Council Chambers

I. CALL TO ORDER

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

II. INVOCATION

The Invocation was not given.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by a Liberty High School student.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Pickett reminded Council there would be a special called meeting of the City Council on Tuesday, August 25th. Mayor Pickett also reported that there would be a reception for Mr. Graeme Brighton on this same day, from 4-6 p.m., at the old post office building. Mr. Brighton is a former Councilor from Liberty's sister city, Naracoorte, South Australia.

Liberty resident, Mr. Bobby Baker, addressed the Council regarding issues at the boat ramp

Minutes Acceptance: Minutes of Aug 11, 2015 6:00 PM (Minutes Approval)

on the Trinity River. City Manager Gary Broz reported that those issues are under the jurisdiction of the Texas Parks & Wildlife Department who is working with the Texas Commission on Environmental Quality on these issues. Mr. Baker was invited to visit with the City Manager, at a later date, to discuss his concerns.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3316)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on numerous current projects to include:

- 1) Staff working with FEMA on reimbursement for recent flooding
- 2) Tree trimming taking place in the Forest Hills Subdivision
- 3) City now has a facebook page
- 4) new road should be open by the end of the month
- 5) working on process to obtain Texas Water Development Board funding for water and wastewater improvement
- 6) Fire Chief Fred Collins will be retiring the end of September
- 7) IT has been working to connect all facilities, which are now networked together.

B. Information Item (ID # 3317)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston stated that the next Shred-It Event has not yet been scheduled, but will probably take place the end of September.

C. Information Item (ID # 3318)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett briefly reported on an upcoming SRMPA meeting, recent power outages, substation maintenance and other related topics.

D. Information Item (ID # 3319)

Houston-Galveston Area Council - Councilperson Jordan

COMMENTS - Current Meeting:

In the absence of Councilperson Jordan, there was no Houston-Galveston Area Council report.

Minutes Acceptance: Minutes of Aug 11, 2015 6:00 PM (Minutes Approval)

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, July 14, 2015
2. Wednesday, July 15, 2015
3. Thursday, July 16, 2015

VII. REGULAR AGENDA**A. Regular Session****1. Council Action 2015-53**

Consider selection of the design for a municipal flag to represent the City of Liberty, and take any action deemed necessary.

COMMENTS - Current Meeting:

Mr. J.D. Humber, Liberty High School Art Teacher, was present to discuss the recent meetings of the flag committee and the twelve entries for design of a City of Liberty Municipal Flag. Mr. Humber introduced Ms. Lark Walker, designer of the chosen flag, which Mr. Humber suggested be debuted at the 2015 Trinity Valley Fair and Exposition.

After brief discussion that Mr. Humber would contact the City Manager to discuss funding for the custom flag, a motion was made to approve Ms. Walker's flag design to represent the City of Liberty.

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

2. Council Action 2015-54

Consider award of proposal for Electric Distribution System Maintenance for the Ridgewood Subdivision.

COMMENTS - Current Meeting:

Brief discussion was held regarding the electric system maintenance, costs and funding for this project. A motion was made to award the proposal for electric distribution system maintenance, for the Ridgewood Subdivision, to Bright Star Electric, for an estimated cost of \$204,380 to be paid with previous funds received from the Cambridge Project.

ATTACHMENTS:

- Elec Dist System Main-Bright Star (PDF)
- Ridgewood Rehab (PDF)

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

3. Council Action 2015-55

Consider extension of the tree trimming contract with Trees, Inc. For Additional Work To Be Performed In The Ridgewood and Tree Top Terrace Subdivisions, and take any action deemed necessary.

COMMENTS - Current Meeting:

A motion was made to approve extension of the tree trimming contract with Trees, Inc, for additional work to be completed in the Tree Top Subdivision. \$20,000 is budgeted for this project.

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

4. Council Action 2015-56

Consider a request for funds for Bullet Proof Vests for the Liberty Police Department, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the Police Department has requested funding for twenty-one new bullet-proof vests for officers, as they are exceeding the shelf life for effectiveness. However, Mr. Broz related that there is no funding to fulfill this request.

A motion was made to deny the request from the Police Department for vests.

ATTACHMENTS:

- PD Letter-Vests (PDF)

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

5. Council Action 2015-57

Consider setting the date, time and location for a Public Hearing on the proposed budget for Fiscal Year 2015-2016.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the budget and tax rate calendar, recommending the date of August 25th in which to hold a Public Hearing on the budget. A motion was made to approve the recommended date of August 25th for the Public Hearing on the FY 2015-2016 proposed budget.

ATTACHMENTS:

- 2015 BUDGET AND TAX RATE SCHEDULE (DOC)

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

6. Council Action 2015-58

Consider approval of the proposed tax rate for Fiscal Year 2015-2016.

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the proposed ad valorem tax rate for Fiscal Year 2015-2016. Ms. Herrington reported the following:

\$0.5613 - Effective Tax Rate

\$0.5951 - Rollback Tax Rate

\$0.5900 - Proposed Tax Rate

Ms. Herrington explained that of the \$0.5900 of the proposed rate, \$0.2242 will be dedicated to maintenance and operations and \$0.3658 dedicated to debt service. Ms. Herrington further commented that this is the same tax rate as the previous year. A motion was to approve the proposed ad valorem tax rate of \$0.5900 for Fiscal Year 2015-2016.

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

7. Council Action 2015-59

Consider setting the date, time and location for public hearings on the proposed tax rate for Fiscal Year 2015-2016.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the budget and tax rate calendar, recommending the dates of August 25th and September 1st in which to hold Public Hearings on the proposed ad valorem tax rate. A motion was made to approve the recommended dates of August 25th and September 1st for the Public Hearings on the FY 2015-2016 proposed tax rate.

ATTACHMENTS:

- 2015 BUDGET AND TAX RATE SCHEDULE (DOC)

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

8. Council Action 2015-60

Consider ratifying the Liberty Community Development Corporation's action to approve the Agreement with Lee College to provide funding assistance for the Lee College Education Center-South Liberty County, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the agreement with Lee College for funding of the Lee College Education Center-South Liberty County. Discussion was held regarding the ratification of the Liberty Community Development Corporation grant amount just shy of \$200,000, specific documentation of expense of the funds, and payback percentages should the South Liberty County school become non-operational.

A motion was made to approve the agreement with the Lee College Education Center-South Liberty County.

ATTACHMENTS:

- LCDC-Lee College Grant Agreement (DOCX)

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

9. Council Action 2015-61

Consider approval of the Dayton Community Development Corporation project with Lee College in the City of Liberty.

COMMENTS - Current Meeting:

City Counsel Brandon Davis reported that since that Dayton Community Development Corporation (DCDC) was also funding a portion of the Lee College Education Center-South Liberty County, which is located in the jurisdiction of the City of Liberty, law requires the City Council give approval of the DCDC funds to be spent in Liberty.

A motion was made to approve the DCDC expenditure for funds to be used at the Lee College Education Center-South Liberty County.

ATTACHMENTS:

- DCDC-Lee College Grant Agreement(3) (DOCX)

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

10. Council Action 2015-62

Consider options on repair or replacement of out-of-service ambulance, and take any action deemed necessary.

COMMENTS - Current Meeting:

Discussion was held regarding a blown engine on the 2004 ambulance. Discussed were various options to include engine replacement, remount the box on a new 2016 Ford 350, or purchase of a new 2015 Ford 350 Transport Van. After further dialogue, a motion was made to choose the least costly option, in the amount of \$15,000, to replace the engine.

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

11. Information Item (ID # 3332)

Discussion of the proposed 2015-2016 Fiscal Year Budget.

COMMENTS - Current Meeting:

City Manager Gary Broz briefly described the increase in the water and wastewater rates, solid waste increases, and the Consumer Price Index increase which will be passed on to the customer. Brief discussion was held on various portions of the proposed budget.

12. Council Action 2015-63

Consider declaring various City vehicles and equipment as surplus property, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz detailed various items, including vehicles, to be auctioned as surplus

property. In order to place these items in an on-line auction, Council must declare these items as surplus, with the revenue to be placed in the General Fund line item "Sale of Assets".

A motion was made to declare the items presented as surplus property.

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

B. Executive Session

Government Code §551.074 - Personnel Matters.

1. Interview with candidate for the position of City Attorney and deliberate on the selection of a new City Attorney.

Gov. Code §551.087 - Deliberation Regarding JEconomic Development Negotiation.

2. Discussion of prospective economic development project.

3. Discussion of a 380 Agreement with prospective business.

At 7:25 p.m., Mayor Pickett closed the open meeting as authorized above.

C. Reconvene into Regular Session

At 8:40 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2015-64

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

COMMENTS - Current Meeting:

A motion was made to allow the City Manager to enter into an agreement with Mr. Brandon Davis to serve as City Attorney.

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

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:42 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 11, 2015 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 09/08/15 06:00 PM

Department: Library
Category: Board Appointments

COUNCIL ACTION (ID # 3337)

DOC ID: 3337 A

EXPLANATION:

The Liberty Municipal Library Board is a nine-member advisory board comprised of residents of the City of Liberty, appointed for two-year terms. These members may serve three consecutive two-year terms.

Board members whose terms expire on September 30, 2015 are Dr. Cody Abshier, Beverly Davis, Tinya Griffin and Bruce Wright. All are eligible to serve another term and all have agreed to serve another term if re-appointed.

Summary: The Library Director recommends the re-appointments of Dr. Cody Abshier, Beverly Davis, Tinya Griffin and Bruce Wright.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Committees/Boards

RESOLUTION (ID # 3353)

DOC ID: 3353

EXPLANATION:

Appointments for two-year staggered terms are made to the SRMPA Board of Directors in September of each year. Each member city is allowed two representatives. Our current representatives to this Board are Mayor Pickett and City Manager Gary Broz.

Term expiration this month - City Manager Gary Broz.

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

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

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

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

That _____ be appointed to serve as Director for the Agency for the City of Liberty, Texas, for a period of two (2) years, said term ending September, 2017.

PASSED AND APPROVED THIS 8TH DAY OF SEPTEMBER, 2015.

Carl Pickett
Mayor

ATTEST:

Resolution (ID # 3353)
Page 2
Dianne Tidwell
City Secretary

City Council Meeting

September 8, 2015

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Budget Adoption

ORDINANCE 2015-7

DOC ID: 3354 A

EXPLANATION:

The budget process culminates in action by the City Council to adopt the budget and set the tax rate. This process includes Budget Work Sessions and Public Hearings on both the budget and tax rate, which were held on August 25th and September 1st.

Before the tax rate is adopted, an ordinance approving the budget must be adopted.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING NECESSARY FUNDS FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS, PROJECTS AND ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, The City Manager of the City of Liberty, Texas has submitted to the City Council a proposed budget of the revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for 2015-2016; and

WHEREAS, the City Council has conducted the necessary public hearing as required by law.

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

SECTION 1. The proposed budget of the revenues and expenditures necessary for conducting the affairs of the City of Liberty, Texas, said budget being in the amount of \$33,405,000.00, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2015, and ending September 30, 2016, as submitted to the City Council by the City Manager, be, and the same is hereby, in all things adopted and approved as the budget of the City of Liberty, Texas for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

SECTION 2. The sum of \$33,405.00 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016, a copy of which has been filed with the City Secretary, and is made a part hereof for all purposes.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2015 and ending September 30, 2016, shall be made in accordance with the budget approved by this ordinance.

SECTION 4. Specific authority is given to the City Manager regarding the transfer of appropriations budgeted from one department or activity to another department or activity.

SECTION 5. All notices and public hearings required by law have been duly completed. The City Secretary is directed to provide a certified copy of the budget to the County Clerk of Liberty County for recording after final passage hereof.

SECTION 6. This Ordinance shall take effect immediately from and after its passage.

SECTION 7. That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two separate days is hereby dispensed with.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas on the 8th day of September, 2015.

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

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



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Tax Issues

COUNCIL ACTION (ID # 3355)

DOC ID: 3355

EXPLANATION:

Beginning September, 2007, adoption of a budget that raises more revenue from property taxes than in the previous year also requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. This separate vote is in addition to the vote to adopt the budget and the vote to set the tax rate.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Tax Rate

ORDINANCE 2015-8

DOC ID: 3356

EXPLANATION:

After the budget is adopted, the Council must adopt an ordinance setting the tax rate. This action completes the budget process. The tax rate includes two components: a levy for the General Fund (maintenance and operations) and a levy for debt service.

The proposed rate is \$0.5900, the same tax rate as the previous year.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2015-2016, AT A RATE OF \$0.5900 PER ONE HUNDRED DOLLAR (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, following public notices duly posted and published as required by law, public hearings were held on August 25, 2015, and September 1, 2015, by and before the City Council of the City of Liberty, the subject of which was the proposed tax rate for the City of Liberty for Fiscal Year 2015-2016, submitted by the City Manager in accordance with provisions of required state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby levied and shall be assessed for the tax year 2015-2016 on all taxable property situated within the corporate limits of the City of Liberty, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.5900 on each \$100 assessed valuation of taxable property as follows:

(a) for the purpose of General Fund Maintenance and Operation of the municipal government of the City of Liberty, a tax of \$0.3658 on each \$100 assessed value on all taxable property; and

(b) For the purpose of payment of principal and interest on all Debt Service of the City of Liberty, a tax of \$0.2242 on each \$100 assessed value on all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.52 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.90.

SECTION 2. The tax roll, prepared by Richard Brown, Liberty County Tax Assessor-Collector, as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 4. All ordinances of the City of Liberty Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

SECTION 6. That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two separate days is hereby dispensed with.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ON THIS THE 8TH DAY OF SEPTEMBER, 2015.

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, Jordan, Potetz, Simonson, Arnold



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Rates and Fees

ORDINANCE (ID # 3363)

DOC ID: 3363 B

EXPLANATION:

The Water and Wastewater monthly rates will increase the base rates by \$2.00 each.

See Below -

Water Rates - Current Residential - \$18.99 and will increase to \$20.99.

Water Rates - Current Commerical - \$21.99 and will increase to \$23.99

WW Rates - Current Residential - \$19.74 and will increase to \$21.74.

WW Rates - Current Commercial - \$23.24 and will increase to \$25.24.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS PROVIDING FOR THE AMENDMENT OF THE MASTER FEE SCHEDULE FOR ALL RATES AND FEES CHARGED BY THE CITY OF LIBERTY; PROVIDING FOR AN INCREASE IN THE BASE RATE FOR WATER AND SEWER SERVICES FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS; AND AN INCREASE IN SOLID WASTE FEES FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS; PROVIDING THAT ALL RATES OR SCHEDULES OF RATES CONFLICTING HERewith ARE AMENDED; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City previously adopted a Master Fee Schedule which sets forth all rates and fees charged by the City of Liberty; and

WHEREAS, the City Council finds it more efficient to have the City's fees set in one Ordinance, which can be amended as necessary by Ordinance; and

WHEREAS, the attached "Exhibit A" represents the rates and fees to be charged by the City, providing for an increase in garbage fees, and an increase in the base rate for water and sewer services for both residential and commercial accounts.

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

Section 1.

That all rates or schedules of rates which are in conflict herewith are to the extent of such conflict only, expressly amended, changed and repealed.

Section 2.

That the fee schedule attached hereto as "Exhibit A" amends the previous Master Fee Schedule to include the new rates shown in "Exhibit A" providing for an increase in garbage fees

for residential and commercial accounts and an increase in the base rates for water and sewer service for residential and commercial accounts, and is hereby adopted as fully set forth herein.

Section 3.

That the Ordinance containing all current rates and fees charged by the City of Liberty shall take effect October 1, 2015.

Section 4.

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

PASSED AND ADOPTED this the 8th day of September 2015.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

FEE CHANGES
September 8, 2015



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
EMS Department	
BLS Emergency Transport	\$1,200.00
BLS N-Emergency Transport	\$1,200.00
ALS1 Emergency Transport	\$2,100.00
ALS2 Transport	\$2,600.00
ALS Mileage	\$35.00
BLS Mileage	\$35.00
No Treatment/No Transport	\$50.00
Treatment/No Transport	\$75.00
ALS N-Emergency	\$1,200.00
Fire Department (Charges per Hour)	
Chief/Assistant Chief	\$50.00
Paid Full Time	\$30.00
Volunteer Chief	\$25.00
Volunteer Firefighters	\$20.00
Engines	\$250.00
Mini Pumper Booster	\$150.00
Command 27	\$150.00
Chief Vehicle	\$75.00
Municipal Library	
Meeting Room	\$20.00
Replacement Library Card	\$5.00
Lost/Damaged Books/Items	Cost of Item + Accrued Fines
Damaged Video Case	\$1.00
Copies	
B&W – per page	\$0.15
Color – per page	\$0.50
11X17 – B&W	\$0.30
11X17 – Color	\$1.00

Attachment: Master Fee Schedule 9-8-2015 FINAL (3363 : Master Fee Schedule)



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
Municipal Library (Cont.)	
Faxes	
First Page	\$1.50
Additional Pages	\$1.00
Computer Printouts	
Black and White per page	\$0.15
Color per page	\$0.50
Late Fees per day	
Books, Periodicals, Cassettes, CDs	\$0.10
Videos, DVDs	\$1.00
Reference Books	\$1.00
Opaque Projector per day	\$3.00
Late Fee per day	\$5.00
Overhead Projector per day	\$3.00
Late Fee per day	\$5.00
Multi-Media Projector	
Organizations per day	\$20.00
Late Fee per day	\$20.00
Businesses per day	\$50.00
Late Fee per day	\$50.00
Purchase of floppy disk	\$1.00
Purchase of CD	\$1.00
Replacement barcodes on books	\$0.25
Interlibrary Loan	Cost of postage to return material
Parks Department	
Facility Fees	
Park Gazebo	
8:00 a.m. - Noon	\$25.00
Noon – 4:00 p.m.	\$25.00
4:00 p.m. – 8:00 p.m.	\$25.00

Attachment: Master Fee Schedule 9-8-2015 FINAL (3363 : Master Fee Schedule)



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
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Parks Department (Cont.)

Basketball Pavilion

8:00 a.m. – Noon	\$40.00
Noon – 4:00 p.m.	\$40.00
4:00 p.m. – 8:00 p.m.	\$40.00

Daniel Pavilion/City Hall

8:00 a.m. – Noon	\$40.00
Noon – 4:00 p.m.	\$40.00
4:00 p.m. – 8:00 p.m.	\$40.00

City Park Fields - Accounts and Rental Fees

Complex	Location	Rental Fee 4 Hours	Rental Fee Month
1	Field A	\$40.00	\$140.00
	Field B	\$40.00	\$140.00
	Field C	\$40.00	\$140.00
	Field D	\$40.00	\$140.00
	Concession	N/A	\$140.00
2	Field 7-8	\$40.00	\$140.00
	Field 9-10	\$40.00	\$140.00
	Field 11-12	\$40.00	\$140.00
	Field 13-14	\$40.00	\$140.00
	Field 15-18	\$40.00	\$140.00
	Concession	N/A	
3	T-Ball Lights	\$40.00	\$40.00
	T-Ball Concession/ RR	N/A	\$25.00

Note: Complex 1-Fields C & D; Complex 2; Complex 3 are reserved from February 1 to July 31 of each year.

Complex 2 and Complex 3 Concessions are reserved all year.

Airport

T-Hangars

One (1) year contract per month	\$250.00
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MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
Month to Month rental	\$275.00
Tie Down Fee	
1 st Week	No Charge
After 1 st week per day charge	\$5.00
Private Hangar site per sq. foot	\$0.15
Large Hangar – City owned per month	\$600.00
Small Hangar - City owned per month	\$300.00
Animal Control	
1 st Impoundment	\$15.00
2 nd Impoundment	\$25.00
3 rd and Subsequent Impoundment	\$40.00
Housing Fee per day	\$8.00
Pet Relinquish Fee	\$25.00
Quarantine Fee	\$75.00
(additional fee will be assessed, medical, etc.)	
The above fees do not include large and non-domesticated animals. The fees only apply to small domestic animals.	
Kennel License Fee	\$100.00
Dangerous Dog Registration Fee	\$150.00
Adoption Fee	\$45.00

Attachment: Master Fee Schedule 9-8-2015 FINAL (3363 : Master Fee Schedule)



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
Permit and Inspection Department	
Electrical Permit Fees	
Single Phase -	
100, 150 & 200 amp	\$20.00
Re-Inspection Fee	\$25.00
Temporary Pole Inspection	\$15.00
Air Conditioner Permit Fee	\$15.00
Three Phase – Commercial & Residential	
(Price includes inspection and can)	
100 amp	\$45.00
200 amp	\$50.00
CT Metering – Commercial & Residential	
(Price includes inspection and metering equipment)	
200 / 400 amp	\$300.00
400 / 800 amp	\$400.00

Three phase residential services will also include a charge of \$500.00 for the cost of transformer and installation.

Over 300 KVA will have facility charges to be determined by the Electric Department Supervisor.

Primary electrical service lines over two hundred and fifty (250) feet must be paid for by the customer before connection can be made.

All underground services are required to have a main disconnect on the customers take-off pole.

All commercial services are required to have a main breaker outside of the building.

All meter cans must be approved for use and meet the specs set for by the City of Liberty.



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
Permit and Inspection Department (Cont.)	
Plumbing Permit Fees	
Fixtures (lavs, tubs, etc.) 1-4	\$10.00
Over 4	\$10.00 plus \$3.00 per additional fixture
Sewer Line Inspection	\$15.00
Water Line Inspection	\$15.00
Water & Sewer Line Inspection (combined)	\$20.00
Water Heater Inspection	\$15.00
Gas Test Inspection	\$20.00
Gas Piping, 1-4 Outlets	\$10.00
5 or more, per outlet	\$3.00
Lawn Sprinkler System	\$15.00
Per Re-Inspection	\$25.00
Building Permit Fees	
Plat Filing Fees	
Preliminary Plat	\$25.00
Final Plat	\$100.00
Filing Fee – Courthouse	\$50.00
Residential & Commercial Building Permit Fees - (applies to building, remodel, and sign permits)	
Total Valuation –	
\$100.00 or less	\$5.00
\$101.00 - \$2,000.00	\$20.00
\$2,001.00 - \$15,000.00	
\$20.00 for the first \$2,000.00 plus \$10.00 for each additional TDC or fraction thereof, to and including \$15,000.00	
\$15,000.00 - \$99,999.99 –	
\$150.00 for the first \$15,000.00 plus \$3.00 for each additional TDC or fraction thereof, to and including \$100,000.00	
\$100,000.00 - \$500,000.00	
\$405.00 for the first \$100,000.00 plus \$2.75 for each additional TDC or fraction thereof, to and including \$500,000.00	
\$500,000.00 and above	

Attachment: Master Fee Schedule 9-8-2015 FINAL (3363 : Master Fee Schedule)



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
-------------	------

\$1,505.00 for the first \$500,000.00 plus \$2.50 per TDC

Permit and Inspection Department (Cont.)

Permit Fee for moving a House/Building/Structure	\$50.00
Demolition permits are issued at no charge	\$0.00

Water & Sewer Tap Fees

<u>Water Tap</u>	<u>Regular Rate</u>
¾"	\$375.00
1"	\$575.00
1 ½"	\$875.00
2"	\$950.00
<u>Sewer Tap</u>	<u>Rates</u>
4"	\$400.00
6"	\$450.00
8"	\$500.00

All taps made outside the legal boundary of the City shall be assessed a charge of \$50.00 in addition to the tap fee.

Beverage Permit Fees

The City may levy and collect a fee not to exceed one-half (1/2) the State Fee for each permit issued for premises located within the City.

Amusement Machine and Arcade Center Fees

Occupation Tax - 1/2 the amount levied by the State on each coin-operated machine that an owner exhibits or displays, or permits to be exhibited or displayed in this	
Amusement Center Annual License Fee	\$50.00
Replacement Tax Tag Fee	\$6.00

Vendor/Solicitor License Fees

Annual Fee for 1 st person	\$30.00
Each additional person	\$10.00
Junk Dealer/Junkyard Permit Fees	\$50.00
Recreational Vehicle Parks	
Annual License Fee	\$150.00



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
Manufactured Home Permits	\$25.00
Floodplain Development Permit	\$50.00
Administration	
Oil/Gas Drilling Permit Fee	\$2,000.00
Application Fee	\$100.00
Electronic Conversion Fee	Cost
Road Damage Fee	Replacement
	Cost
Inspection Fee – Per well, Per year	\$100.00
Annual Administrative Fee	\$25.00
Nonrefundable Amended Permit Fee	\$2,000.00
Administrative Fee	\$200.00
Technical Advisor Fee	Cost
Appeal Fee	\$250.00
Seismic Permit Fee	\$2,000.00
Alarm Permit Fees –	
Application Fee	\$25.00
Renewal Fee	\$25.00
Reinstatement Fee	\$40.00
False Alarm Notification	\$50.00
Late Payment Fee	\$10.00
Response to alarms w/o permit	\$100.00
Rental of Liberty Center and Kitchen	
Room Rental Without Alcohol – until 12:00 a.m.	\$500.00
Room Rental With Alcohol – until 12:00 a.m.	\$1,000.00
Local Non-Profit Without Alcohol– until 12:00 a.m.	\$250.00
Local Non-Profit With Alcohol	\$500.00
Additional Time – 12:00 a.m. – 2:00 a.m. (per ½ hr)	\$100.00
Kitchen	\$300.00
Damage Deposit	\$1,000.00
Deposit is refundable if facilities are left clean and undamaged. This includes the bathrooms being cleaned and all trash removed to the outside dumpster. ALL OF THE DEPOSIT will be kept if the Lease Agreement, rules and regulations are broken for any reason.	

Attachment: Master Fee Schedule 9-8-2015 FINAL (3363 : Master Fee Schedule)



MASTER FEE SCHEDULE – EXHIBIT “A” Amended September 8, 2015

Description	Fees
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Administration (Cont.)

Tables and Chairs are provided, but renter is responsible for setting up and putting away.

SECURITY for all events will be coordinated by the Liberty Police Department, 936-336-5666.

Fees for Public Information

The City of Liberty fees for providing copies of public information are those fees set forth in the Texas Administrative Code, Title 1, Part 3, Chapter 70.

Garbage Fees

Residential Collection Fee per month \$17.70

Each dwelling unit shall be considered a residential establishment even though such dwelling unit may be a part of an apartment or duplex.

Commercial Collection Fee per month

Collection from each commercial establishment shall be as follows:

Once-a-week pick-up / 3-32 gallons containers \$31.00

Once-a-week pick-up / 1-90 gallon container \$37.72

Unless the commercial establishment shall have container(s) which collection fees are established as follows:

Pick-up Weekly	2-Yard Containers	3-Yard Containers	4-Yard Containers	6-Yard Containers	8-Yard Containers
1	\$50.24	\$75.36	\$97.13	\$112.73	\$126.62
2	\$99.36	\$140.67	\$173.04	\$196.48	\$247.94
3	\$146.24	\$175.27	\$199.83	\$229.97	\$307.29
4	\$161.89	\$195.38	\$221.63	\$279.11	\$424.24
5	\$193.02	\$243.07	\$273.12	\$362.83	\$502.38
6	\$242.27	\$307.64	\$335.37	\$418.64	\$585.20
Extra P/U	\$50.24	\$55.83	\$61.41	\$66.98	\$72.56



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
-------------	------

Administration (Cont.)

Commercial/Business establishment requesting dumpster swap –
 Swap Out Fee \$27.90

Utility Fees- Electric
 Residential

Minimum charge		\$6.00
Total KW minus 50	X	0.037128
Total KW	X	Fuel Adjustment

These three (3) figures add up to total electricity. Tax is added for a taxable business and rental property.

Commercial

Minimum charge		\$21.80
Total KW	X	0.03832
Total KW	X	Fuel Adjustment

Total Demand charge (if business has a demand)
 Tax (if business is taxable)

Demand decimal figure and multiplier can be obtained from the Billing Department. The demand charge is based on a multiplier on the account. Take the demand decimal figure for the month and multiply by the multiplier number. Take the figure and subtract 15 from this number. Then multiply this figure by \$6.24 to get the total demand dollar amount.

Large Commercial

Minimum charge		\$30.87
Total KW	X	0.023989
Total KW	X	Fuel Adjustment

Total Demand charge (if business has a demand)
 Tax (if business is taxable)

Attachment: Master Fee Schedule 9-8-2015 FINAL (3363 : Master Fee Schedule)



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
-------------	------

Administration (Cont.)

The demand charge is figured the same as regular commercial. Do not subtract the free 15 load amount. The demand figure is multiplied by \$4.62 to get the total demand dollar amount.

Utility Fees – Water

Residential Service

This rate is applicable for all domestic purposes in a single family residence or individual apartments. All water rates are based on water consumption which must be taken through a single meter.

Minimum Monthly Rate	2M Gallons	\$20.99
Excess Over	2M Gallons	\$3.25/M gals

Commercial Service

This rate is applicable for all commercial, business and/or manufacturing purposes and is also applicable to residences or apartments serving two or more families. All water rates are based on water consumption which must be taken through a single meter.

Minimum Monthly Rate	2M Gallons	\$23.99
Excess Over	2M Gallons	\$2.95/M gals

NOTE: “M” means thousands.

Utility Fees – Sewer

Residential Service

This rate is applicable for all domestic purposes in a single family residence or individual apartment. All sewer rates are based on water consumption which must be taken through a single meter. This rate has been capped at 15,000 gallons so that citizens no longer pay for sewer service on their usage above 15,000 gallons per month.

Minimum Monthly Rate	2M Gallons	\$21.74
Excess Over	3M – 15M Gallons	\$2.30/M gals
	Over 15M	No charge



MASTER FEE SCHEDULE – EXHIBIT “A”
Amended September 8, 2015

Description	Fees
Administration (Cont.)	
Commercial Service	
This rate is applicable to all commercial, business and/or manufacturing purposes and is also applicable to residences or apartments serving two or more families. All sewer rates are based on water consumption which must be taken through a single meter.	
Minimum Monthly Rate	2M Gallons \$25.24
Excess Over	2M Gallons \$2.80/M Gals
Industrial Waste Permit Fee	\$250.00
Introduction of wastewater into the City's system is paid at a rate of \$.0018/gallon	
Security Deposits	
Residential – Electric	\$200.00
Residential – Water	\$50.00
Charge for new service	\$15.00
Reconnection Fee	
A fee will be charged to restore service which has been suspended as a result of any utility bill in arrears.	
Extension Fee	\$7.50
During regular business hours	\$35.00
Return check Fee	\$35.00
Late Fee	
The gross monthly bill for all classes of utilities including, but not limited to, electricity, water, wastewater, solid waste and miscellaneous fees for service for which payment is not made within 20 days of the billing date shall be the net monthly bill, including all adjustments and/or other applicable charges, plus a 10% late fee.	



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3357)

DOC ID: 3357

AGREEMENT FOR FIRE PROTECTION SERVICES

STATE OF TEXAS §
COUNTY OF LIBERTY §

1. PARTIES TO THE CONTRACT

This contract is made by and between Liberty County, (“County”) and City of Liberty Fire Department (“Department”) located at:

1912 Lakeland Dr.

Liberty, Texas 77575

936-336-3922

Number of Active Members: _____

2. CONTRACT PERIOD

This contract shall commence on October 1, 2015 and unless terminated earlier, shall end on September 30, 2016.

3. SERVICES AND EQUIPMENT TO BE PROVIDED FIRE DEPARTMENT

The Department shall operate a fire protection and firefighting operation program for the geographic area of the community, and equipment must meet or exceed state equipment minimum requirements.

4. FIRE DEPARTMENT SHALL PROVIDE ANNUAL REPORT

On or before September 1, of each year, the Department shall file with the Liberty County Commissioners Court, an annual report that includes the following:

- (1) The Department’s name;
- (2) The Department’s mailing address;
- (3) The name, mailing address, telephone number and term of office for the Department’s Fire Chief and Secretary;
- (4) A map of the Department’s area for which the Department is the primary initial responder;
- (5) The number of the Emergency Services District, if any, in which the Department operates as the primary initial responder, if any;
- (6) The name of any city or town, if any, in which the Department’s primary

facility is located;

- (7) A copy of the Department's Annual Budget;
- (8) The total number of incidents, and the types thereof, to which the Department responded in the immediately preceding Budget Year, irrespective of whether funds or reimbursement for such response were sought from Liberty County.

5. COUNTY SHALL PROVIDE ANNUAL REPORT

Liberty County shall provide an annual report to the Department including a copy of the County's Annual Budget and a list outlining the total number of incidents, and types thereof, to which the County responded in the immediately preceding Budget Year, irrespective of whether funds or reimbursement for such response were sought by the Department.

6. METHOD OF PAYMENT

Liberty County Commissioners Court agrees with the following provisions and terms for county rural fire protection. Subject to approval and certification for payment by the County Fire Marshall, Liberty County Commissioners Court agrees to pay the Department for rural fire protection according to the following rate schedule:

(See Exhibit "A" which is attached hereto and incorporated herein for all purposes.)

Liberty County Commissioners Court agrees to pay for mutual aid assistance according to the rate schedule provided that the mutual aid department can prove that the primary fire department requested the assistance. Proof must be certified by the requesting Department's Fire Chief.

Reimbursement from Liberty County to the Department shall be on a monthly basis. The County shall reimburse the Department for runs and rural protection not within the geographical boundaries of the City of Liberty.

ALL FIRE REPORTS MUST BE COMPLETED AND TURNED INTO THE COUNTY FIRE MARSHAL FOR APPROVAL BY THE 15TH OF EACH MONTH. COMPLIANCE WITH THIS PROVISION IS MANDATORY FOR PROPER PAYMENT TO THE FIRE DEPARTMENT REQUESTING PAYMENT. FAILURE TO COMPLY MAY RESULT IN NON-REIMBURSEMENT.

7. TERMINATION

A. Either Party may terminate this contract, in whole or in part, at any time if said Party determines that cause exists for such termination. The party requesting termination shall give written notice sixty (60) days prior to the date of termination. The notice shall state the reason for termination and the portion of the contract to be terminated.

B. County may immediately suspend performance of this contract, without advance notice to Department, if County identifies possible instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in Department's performance.

C. Department may immediately suspend performance of this contract, without advance notice to County, if Department identifies possible instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in County's performance.

D. The suspension or termination of this contract by County shall not relieve County of any of their existing liability to Department.

8. COMMITMENT OF CURRENT REVENUE

Pursuant to Article XI Section 5 of the Texas Constitution and Section 271.903 of the Local Government Code, the County retains the continuing right to terminate this contract at the expiration of each budget period. This contract is conditioned on the best efforts attempt of the County to obtain and appropriate funds within each budget period for the payment of the contract.

9. COMPLIANCE WITH LAW

The Department shall comply with all regulations applicable to volunteer fire departments as applicable and with all federal, state and local laws and regulations applicable to this contract. In the event of a conflict between such laws and regulations and the terms of this contract, precedence shall be given to the laws and regulations.

10. ENTIRE CONTRACT

This Contract incorporates all of the agreements, covenants and understandings between the Parties thereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Contract. No other prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Contract. Each party acknowledges that it was represented by competent counsel of its own choosing regarding the negotiation and execution of this Contract.

11. LIABILITY: NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, the parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement and any amendment hereto. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of any other party or any of the other party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss or damage that occurs as a consequence of the

performance of this Agreement.

It is expressly understood and agreed that under this Agreement none of the parties waive, nor shall any party be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

12. VENUE

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. This Contract is wholly performable and enforceable in Liberty County, Texas where venue of any dispute arising hereunder shall lie.

Signed this the _____ day of _____, 2015.

Jay Knight, County Judge

Carl Pickett, Mayor
CITY OF LIBERTY

Jim Wilson, County Fire Marshal

EXHIBIT "A"

INCIDENT TYPE	RATE
STRUCTURE	\$500.00
VEHICLE FIRES OR ACCIDENT	\$350.00
VEGETATION CROP FIRES	\$400.00
TRAFFIC CONTROL	\$250.00
LANDING ZONE	\$250.00
SEARCH AND RESCUE (per incident)	\$250.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3358)

DOC ID: 3358

INTER-LOCAL AGREEMENT
COUNTY OF LIBERTY and CITY OF LIBERTY

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This agreement is between Liberty County, Precinct 1 and Precinct 2, hereinafter called "County," and the City of Liberty, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state; and

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the City has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the City to promptly supply; and

WHEREAS, the County has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the County to promptly supply; and

WHEREAS, the County has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; and

WHEREAS, the City has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment and other resources;

NOW THEREFORE, the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree as follows if their work schedules permit:

1. The County agrees to provide manpower, equipment and other resources to the City for the maintenance of streets, roads, ditches and recreational areas.
2. The City agrees to provide manpower, equipment and other resources to the County for the maintenance of streets, roads, ditches and recreational areas, as well as other governmental functions.

3. The City agrees to fairly compensate the County, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the city's current revenue.
4. The County agrees to fairly compensate the City, either by comparable time, manpower, equipment and other resources or by monetary or other consideration of equal value from the county's current revenue.
5. The Commissioner of Precinct 1 and the Liberty City Manager shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.
6. The Commissioner of Precinct 2 and the Liberty City Manager shall plan, schedule and agree in advance as to the equal value consideration to be provided for all mutual sharing projects before any such projects commence.
7. The County and City understand that agreements for mutual sharing may be limited by budgetary restrictions or the authority provided by their respective governing bodies. Notwithstanding any provisions herein, the inter-local agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds, or insufficient funds, are appropriated for the payment due under this contract for the period covered by such budget or appropriation, the contract shall terminate without penalty to County or City.
8. To the fullest extent permissible under Texas law, City of Liberty shall indemnify, defend, and hold harmless Liberty County, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of City of Liberty, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.
9. To the fullest extent permissible under Texas law, Liberty County shall indemnify, defend, and hold harmless the City of Liberty, their officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of Liberty County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supercede any sovereign immunity claim by either party to this contract. Furthermore,

nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

10. Neither party shall be deemed an employee or agent of the other party. This Interlocal Agreement does not constitute a joint venture, either expressed or implied. The City will maintain sole discretion and control over the operations for construction and maintenance of the City's streets, roads, ditches and recreational areas. The County will maintain sole discretion and control over the operations for construction and maintenance of the County's streets, roads, ditches and recreational areas.
11. The City agrees to exercise due diligence in the routine maintenance of County equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the City's use of County equipment.
12. The County agrees to exercise due diligence in the routine maintenance of City equipment under its control and shall accept responsibility for a maximum of \$100.00 in expenses per use for minor repairs that may be necessary as a result of the County's use of City equipment.
13. **The City understands that before beginning a project under an interlocal contract, the Commissioner Court of Liberty County must give specific written approval for the project as required by Tex. Gov. Code §791.014 which provides:**

791.014 APPROVAL REQUIREMENT FOR COUNTIES.

1. **Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.**

(b) The approval must:

- (1) be given in a document other than the interlocal contract;**
- (2) describe the type of project to be undertaken; and**
- (3) identify the project's location.**

see Tex. Gov. Code, §791.014, et. seq.

This agreement shall commence on the 1st day of October, 2015 and ends on the 30th day of September, 2014. Either the County or the City may cancel this agreement at any time.

Executed on this the _____ day of _____, 2015, by Jay Knight, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____, 2015, by Mike McCarty, Commissioner Precinct 1, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____, 2015 by Greg Arthur, Commissioner Precinct 2, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____, 2015, by the City Manager,
on behalf of the City of Liberty, Texas, after approval by City Council.

COUNTY OF LIBERTY

CITY OF LIBERTY

Jay Knight, Liberty County Judge

Gary Broz, Liberty City Manager

Mike McCarty, Comm. Precinct 1

Greg Arthur, Comm. Precinct 2

ATTEST:

Paulette Williams, Liberty Co. Clerk

Dianne Tidwell, City Secretary

Attachment: Interlocal with County Prec 1 & 2 (3358 : Interlocal Agreement-Precinct 1&2)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 3359)

DOC ID: 3359

We have an offer on the following property:

Account numbers 007230-000015-009 (PID # 65171)

BEING 0.8816 Acres described as Richardson, Lot 21, Sec 1, and being further identified in the Tax Rolls of Liberty County as Account # 007230-000015-009.

Offeror: Name: Mary Jane Leonard
 Address: P O Box 1602
 Liberty, Texas 77575
 Phone #: 936-334-5222

Tax owed:	Liberty ISD	\$ 7,098.68	=	39.44 %
	City of Liberty	\$ 4,905.09	=	27.26 %
	County	<u>\$ 5,993.21</u>	=	33.30 %

Total taxes owed: \$ 17,996.98

Offer:	\$ 4,000.00
Less court costs TX11101095	\$ 709.00
<u>Deed Filing Fee</u>	<u>\$ 24.00</u>
Amount to be distributed:	\$ 3,267.00

Amount to be received by Liberty ISD	\$ 1,288.51
Amount to be received by the City of Liberty	\$ 890.58
Amount to be received by County	<u>\$ 1,087.91</u>
	\$ 3,267.00

Total per cent recovered by 18.15 %

Total Base Tax \$ 5,432.40

Per cent of base amount recovered 60.14 %

CAD value (PID # 65171) \$ 7,730.00

Percent of CAD value recovered 42.27 %

Strike Off Property

RESALE BIDDERS INFORMATION FORM**BUYER INFORMATION**

Name: Mary Jane Leonard
 Address: PO Box 1602 Liberty TX 77575
 Phone Number: 936-334-5222

PROPERTY INFORMATION

Suit # TX 11101095
 Account # 007230-000015-009
 Legal Description: Richardson, Lot 21 sec 1, Acres 0.8816

PROPOSED BID INFORMATION

Amount of Bid \$ 4000.00

Mary Jane Leonard
 Signature of Buyer

8/24/15
 Date

** The acceptance of this proposed bid sheet does not warranty nor guarantee that the proposed bid will be approved by the taxing entities.

PLEASE PRINT CLEARLY

Return to Tax Office
 Please attached a copy of the recorded Sheriff's Deed.

Server: LIBERTYTAX

Database: LIBERTYCOUNTY

User: TAXOFCBACK09152\Owner

Form: Account Status

Date: 8/6/2015 1:30:25 PM

Account	007230-000015-009	AD #	65171	I	N
Legal	RICHARDSON, LOT 21 SEC 1, ACRE S. 8816	Owner	CITY OF LIBERTY TRUSTEE 1829 SAM HOUSTON ST LIBERTY, TX 77575	Stat	
Refresh				Sup	

A Val	7,730	S Def		Deed		Acres	0.881600	Frozen Information		Fiduciaries	0 found
L Val	7,730	E Def		Vol	0	Sq Ft	0	No Frozen		Exemptions	MISC
I Val	0	Ag Def	0	Page	0	Inst	0	Roll	R	NonBilled	0 Found
Loc	0000000 DUFF ST	Map#					08/06/2015	Today		Override P&I	Paid 05/01/2002

Receivables | Detail | Audit | Owner ID: 2025532 Owner %: 100

Current Due Prior Years All Select

		Values					Year, Unit Type	
Year	Status	Req. Bal.	Pen. Due	Int. Due	Col. Pen	Total Due	Paid	Refund
TOTAL		5,432.40	651.92	9,565.24	2,347.42	17,996.98	3,346.89	.00
2014		.00	.00	.00	.00	.00	.00	.00
2013		.00	.00	.00	.00	.00	.00	.00
2012	J	163.12	19.58	50.57	35.00	268.27	.00	.00
2011		191.87	23.02	82.49	44.61	341.99	.00	.00
2010		193.78	23.25	106.59	48.53	372.15	.00	.00
2009		47.66	5.73	31.94	12.81	98.14	.00	.00
2008		47.56	5.72	37.58	13.63	104.49	.00	.00
2007		47.05	5.66	42.82	14.33	109.86	.00	.00
2006		53.11	6.38	54.70	17.13	131.32	.00	.00
2005		57.10	6.86	65.67	19.44	149.07	.00	.00
2004		55.47	6.65	70.45	19.88	152.45	.00	.00
2003		58.31	6.99	81.05	21.95	168.30	.00	.00
2002		631.18	75.74	953.07	249.00	1,908.99	.00	.00
2001		589.77	70.77	961.33	243.27	1,865.14	.00	.00
2000		591.93	71.03	1,035.89	254.82	1,953.67	.00	.00
1999		525.90	63.10	983.43	235.87	1,808.30	.00	.00
1998		462.50	55.51	920.37	215.75	1,654.13	.00	.00
1997		444.00	53.40	890.00	215.00	1,602.40	.00	.00

Attachment: Tax Resale Property-Duff St. (3359 : Tax Resale Property)

**LIBERTY COUNTY
TAX ASSESSOR - COLLECTOR
RICHARD L BROWN**



**P.O. BOX 1810
LIBERTY, TEXAS 77575
(936) 336-4633**

ACCOUNT: 007230-000015-009

2014+ Tax Statement

Statement Date:	08/06/2015	Property Location:	0000000 DUFF ST
Owner:	CITY OF LIBERTY TRUSTEE	Acres:	0.8816
Mailing Address:	1829 SAM HOUSTON ST LIBERTY TX 77575	Legal Description:	RICHARDSON, LOT 21 SEC 1, ACRE S .8816

Exemptions:

NON-HOMESITE VAL	APPRAISED VALUE				
7,730	7,730				
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
CITY OF LIBERTY		7,730	0	0.590000	0.00
LIBERTY COUNTY		7,730	0	0.578800	0.00
LIBERTY CO HD #1		7,730	0	0.090000	0.00
NAVIGATION SOUTH		7,730	0	0.017800	0.00
LIBERTY ISD		7,730	0	1.168600	0.00
WATER DISTRICT #5		7,730	0	0.059700	0.00
LAWSUIT: TX11101095					
TOTAL BASE TAX					0.00

PRIOR YEARS 17,996.98

Total Amount Due 17,996.98

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE LIBERTY COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE LIBERTY COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

*LAWSUIT HAS BEEN FILED ON DELINQUENT TAXES. CALL (936) 336-4633 FOR ADDITIONAL AMOUNT DUE.
*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$0.00.

↓ Detach ↓

Detach and return this portion with your check payable to:

**Liberty County
P.O. Box 1810
Liberty, TX 77575
(936) 336-4633**

Delinquent Date: 02/01/2015

NOTE: LAWSUIT FILED AGAINST DELINQUENT TAXES. CALL (936) 336-4633.

2014 +Tax Statement
08/06/2015

Property Account Number
007230-000015-009

Total Amount Due **\$17,996.98**

OWNER: CITY OF LIBERTY TRUSTEE
PIDN: 65171
FID:
TX11101095

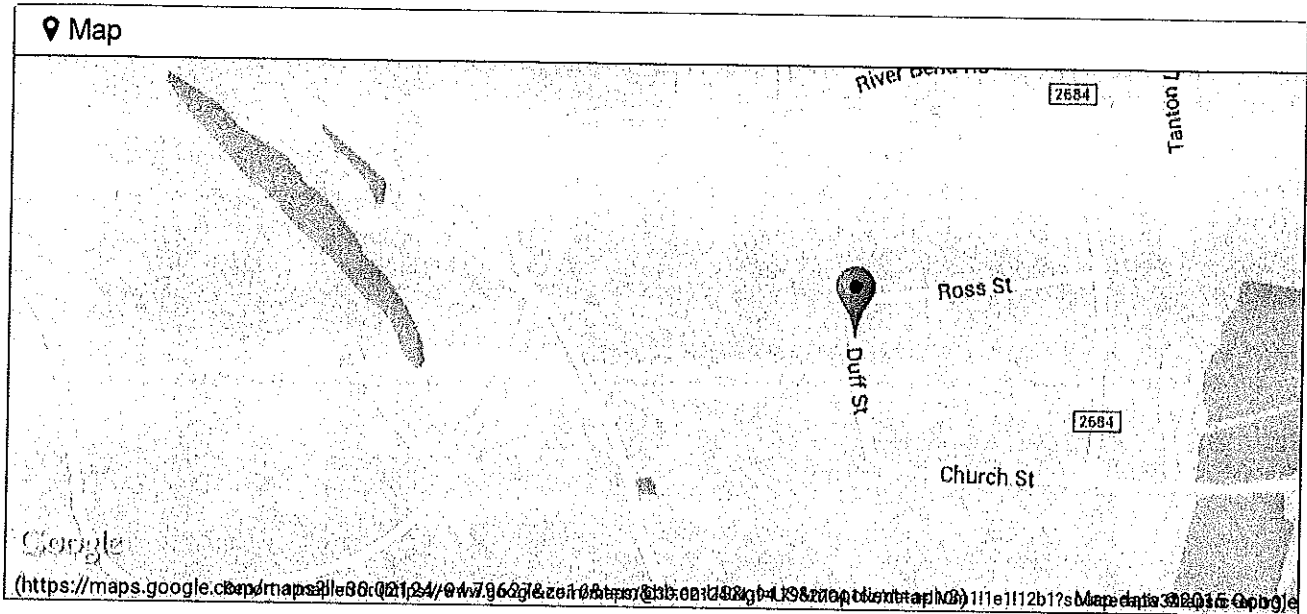


CITY OF LIBERTY TRUSTEE
1829 SAM HOUSTON ST
LIBERTY TX 77575

IF PAID IN	AMOUNT DUE
SEP	18,059.45
OCT	18,121.95
NOV	18,184.36
DEC	18,246.75
JAN	18,309.33
FEB	18,371.82

Liberty CAD eSearch

Property ID: 65171 For Year 2015



Property Details

Account

Property ID:	65171
Legal Description:	RICHARDSON, LOT 21 SEC 1, ACRES .8816
Geographic ID:	007230-000015-009
Agent Code:	
Type:	Real

Location

Address:	DUFF ST
Map ID:	29 C, 906
Neighborhood CD:	LISD01

Owner

Owner ID:	2025532
Name:	CITY OF LIBERTY TRUSTEE
Mailing Address:	1829 SAM HOUSTON ST LIBERTY, TX 77575
% Ownership:	100.0%
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)

Attachment: Tax Resale Property-Duff St. (3359 : Tax Resale Property)

Property Values	
Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$7,730
Agricultural Market Valuation:	\$0
Market Value:	\$7,730
Ag Use Value:	\$0
Appraised Value:	\$7,730
HS Cap:	\$0
Assessed Value:	\$7,730

DISCLAIMER: Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents.

Property Taxing Jurisdiction						
Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DIST	0.000000	\$7,730	\$0	\$0.00	
CLI	CITY OF LIBERTY	0.590000	\$7,730	\$0	\$0.00	
GLI	LIBERTY COUNTY	0.578800	\$7,730	\$0	\$0.00	
HD1	HOSPITAL DISTRICT 1	0.090000	\$7,730	\$0	\$0.00	
NAVS	NAVIGATION-SOUTH	0.017800	\$7,730	\$0	\$0.00	
PR1	PRECINCT 1	0.000000	\$7,730	\$0	\$0.00	
SLI	LIBERTYISD	1.168600	\$7,730	\$0	\$0.00	
WD5	WATER DISTRICT 5	0.059700	\$7,730	\$0	\$0.00	
Total Tax Rate: 2.504900 Estimated Taxes With Exemptions: \$0.00 Estimated Taxes Without Exemptions: \$193.63						

Property Improvement - Building

Property Land							
Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
SI	SITE IMPROVEMENTS	0.00	0.00	0.00	0.00	\$2,000	\$0
IL	INTERIOR LOT	0.88	38,402.50	0.00	0.00	\$5,730	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016		N/A	N/A	N/A	N/A	N/A
2015		\$0	\$7,730	\$0	\$7,730	\$0
2014		\$0	\$7,730	\$0	\$7,730	\$0
2013		\$0	\$7,730	\$0	\$7,730	\$0
2012		\$0	\$7,730	\$0	\$7,730	\$0
2011		\$0	\$7,730	\$0	\$7,730	\$0
2010		\$0	\$7,730	\$0	\$7,730	\$0
2009		\$0	\$1,900	\$0	\$1,900	\$0
2008		\$0	\$1,900	\$0	\$1,900	\$0
2007		\$0	\$1,900	\$0	\$1,900	\$0

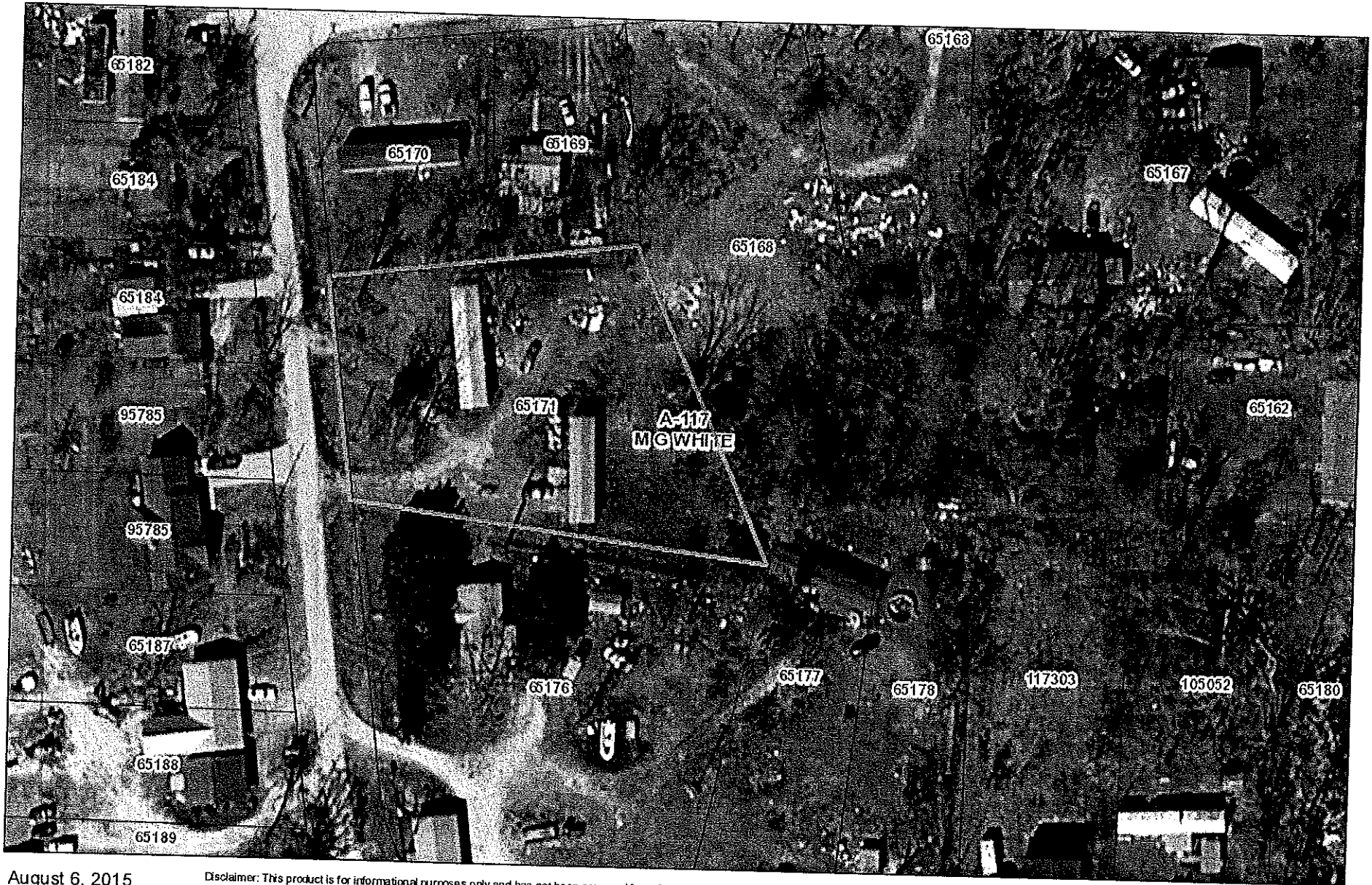
Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
11/6/2012	TAX	TAX DEED	DUFF TERRY L & GLADYS	CITY OF LIBERTY TRUSTEE	2012	015189	
	OT	OTHER	DUFF J E	DUFF TERRY L & GLADYS	1072	835	0

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Attachment: Tax Resale Property-Duff St. (3359 : Tax Resale Property)

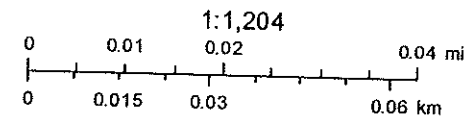
007230-000015-009



August 6, 2015

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries

- ☐ Parcels
- ☐ Abstracts



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo

Packet Pg. 71

Liberty County Appraisal District & BIS Consulting - www.bisconsultants.com

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Attachment: Tax Resale Property-Duff St. (3359 : Tax Resale Property)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.10

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Insurance

COUNCIL ACTION (ID # 3360)

DOC ID: 3360

Life Insurance Proposals
October 1, 2016

City of Liberty

Hall, Rader Associates
Jim Hall, CLU

Insurance Company	Standard Life	Standard Renewal	Mutual of Omaha	Dearborn National	Unum
Employee Life & AD&D	Same			Same	
2 Times Annual Salary	Same	Same	Same	Same	Same
with Maximum of \$250,000					
Age Reduction	35% at 65 50% at 70 65% at 75	Same	Same	Same	Same
Retiree Life Insurance is	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
\$5,000 without AD&D					\$682.60
Rate per \$1,000 for Life	\$0.17	\$0.200	\$0.210	\$0.201	\$0.320
Life Volume \$7,517,850					
Monthly Premium for Life	\$1,278.03	\$1,503.50	\$1,578.75	\$1,511.08	\$2,373.71
Employee AD&D Rate	\$0.03	\$0.03	\$0.03	\$0.03	\$0.020
AD&D Volume \$7,417,850					
AD&D Monthly Premium	\$222.54	\$222.54	\$222.54	\$222.54	\$148.93
Monthly Premium	\$1,501	\$1,726	\$1,801	\$1,734	\$3,205
Rate Guarantee		2 Years	2 Years	3 Years	3 years
Dependent Life Insurance	Same			Same	Same
\$5,000 spouse and \$2,000 child	\$5,000/\$2,000			\$5,000/2,000	Same]
Child Definition	6 mos to 25			Same	
Rate per family unit	\$1.81	\$1.81		\$1.25	\$3.480
Monthly Premium 66 units	\$119	\$119		\$113	149
Total Monthly Premium					
Employee & Dependents					
Rate Guarantee		1 year			
Premium Difference					
Alternate Dependent Life					
\$10,000 spouse \$5,000 child	\$10,000/\$5,000			\$10/ 5	
Child Definition					
Rate per unit				\$2.70	
Monthly Premium Dep. Life				\$243	
Guardian, Met Life, Lincoln National, Principal, Sun Life, Prudential have declined due to not being competitive.					

Attachment: Life Insurance Tabulation (3360 : Employee Life Insurance)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Utility Issue

7.A.11

RESOLUTION (ID # 3361)

DOC ID: 3361 A

**RESOLUTION REQUESTING FINANCIAL ASSISTANCE FROM THE
TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE
FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE; AND
MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

**THE STATE OF TEXAS
COUNTY OF LIBERTY
CITY OF LIBERTY**

WHEREAS, the **CITY OF LIBERTY, TEXAS** (the "**City**") in Liberty County, Texas, is a political subdivision of the State of Texas operating as a home-rule municipality pursuant to the Texas Local Government Code and its City Charter, which was initially approved by the qualified voters of the City on May 6, 1958, and which has been amended from time to time, with the most recent amendments being approved by the qualified voters of the City on May 10, 2008; and

WHEREAS, the City Council hereby finds and determines that there is an urgent need to make improvements to the City's waterworks and sanitary sewer system (the "**Project**"); and

WHEREAS, on January 13, 2015, the City Council approve a resolution (the "**Original Resolution**") requesting financial assistance from the Texas Water Development Board through its Clean Water State Revolving Fund program in an amount not to exceed \$639,000, and through its Drinking Water State Revolving Fund program in an amount not to exceed \$667,600, to provide funds to pay the costs of the Project; and

WHEREAS, the City Council has determined that it is necessary to request an increase in financial assistance through the Texas Water Development Board's Drinking Water State Revolving Fund from \$667,000 to \$1,200,000 for planning, acquisition and design funds related to the Project; and

WHEREAS, it is hereby officially found and determined that public notice of the time, place, and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551;

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

SECTION 1. REQUEST FOR FINANCIAL ASSISTANCE; APPROVAL OF APPLICATION. The Texas Water Development Board is hereby requested to grant financial assistance, through its Drinking Water State Revolving Fund program, in an amount not to exceed \$1,200,000 (instead of \$667,600 that was approved in the Original Resolution) to provide funds to pay a portion of

the costs of the Project, all as further described in the application for financial assistance related to the Project (the "**Application**").

SECTION 2. AUTHORIZED REPRESENTATIVES OF CITY. The City Manager, the Public Works Director, and the Director of Finance of the City each are hereby designated as an authorized representative of the City for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of the Application for financial assistance and the rules of the Texas Water Development Board. The City Manager, the Public Works Director, and the Director of Finance of the City, together with bond counsel, financial advisor, project manager and consulting engineers named in Section 3 below, are hereby authorized to appear before the Texas Water Development Board in support of such Application and the Project. The City Manager, the Public Works Director, and the Director of Finance of the City each are further specifically authorized to make the required assurances to the Texas Water Development Board in accordance with the rules, regulations, and policies of the Texas Water Development Board.

SECTION 3. APPROVAL OF PROFESSIONALS. The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of the Application and appear on behalf of and represent the City before any hearing held by the Texas Water Development Board on the Application, to-wit:

Financial Advisor	Bond Counsel
Robert Henderson R. Dustin Traylor RBC Capital Markets, LLC 303 Pearl Parkway, Suite 220 San Antonio, Texas 78215	Thomas K. Spurgeon Noel Valdez McCall, Parkhurst & Horton L.L.P. 700 N. St. Mary's, Suite 1525 San Antonio, Texas 78205
Project Manager	Engineer
J. Andrew Rice Public Management, Inc. P.O. Box 1827 Cleveland, Texas 77328-1827	O'Malley Strand Associates 203 S. Jackson Brenham, Texas 77833

SECTION 3. INCLUSION OF RESOLUTION. A certified copy of this Resolution shall be included with the Application herein authorized to be prepared in final form and submitted to the Texas Water Development Board.

SECTION 4. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS DURING A REGULAR MEETING HELD ON THE 8TH DAY OF SEPTEMBER, 2015.

CITY OF LIBERTY, TEXAS

Mayor

ATTEST:

City Secretary

(SEAL)

Execution Page to Resolution Requesting Financial Assistance
from the Texas Water Development Board

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF LIBERTY
CITY OF LIBERTY

,

I, the undersigned City Secretary of the **CITY OF LIBERTY, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on **September 8, 2015** at the City Hall (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Carl Pickett, Mayor
 David Arnold, Council Member
 Dennis Beasley, Council Member
 Dianne Huddleston, Council Member
 Frank Jordan, Council Member
 Louie Potetz, Council Member
 Libby Simonson, Council Member

and all of the officers and members of the City Council were present, except the following absentees: _____ . Whereupon, among other business, the following was transacted at the Meeting: a written Resolution No. _____ entitled

**RESOLUTION REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS
 WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN
 APPLICATION FOR FINANCIAL ASSISTANCE; AND MAKING CERTAIN
 FINDINGS IN CONNECTION THEREWITH**

(the "**Resolution**") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be passed and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ____ NOES: ____ ABSTENTIONS:

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

Signed and sealed the 8th day of September, 2015.

(SEAL)

 City Secretary

APPLICATION AFFIDAVIT

THE STATE OF TEXAS
COUNTY OF LIBERTY
CITY OF LIBERTY

§
§
§

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ as the Authorized Representative of the **CITY OF LIBERTY, TEXAS** (the "**City**"), who being by me duly sworn, upon oath says that:

1. The decision by the City Council of the City to request financial assistance from the **TEXAS WATER DEVELOPMENT BOARD** ("**Board**") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act as is applicable to the City.

2. The information submitted in the application requesting financial assistance (the "**Application**") is true and correct according to my best knowledge and belief.

3. The City has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following:

None

4. The City warrants compliance with the representations made in the Application in the event that the Board provides the financial assistance.

5. The City will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the Board.

Authorized Representative
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, by
_____ this _____ day of September, 2015.

Notary Public, State of Texas

(NOTARY'S SEAL)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.12

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3367)

DOC ID: 3367

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT CSJ No.: M1620LBRT

Part I - Identification of the Project

TO: The City of Liberty, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Liberty, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Liberty Municipal Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2016, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances**Sponsor**

The City of Liberty, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Liberty, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Liberty, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Attachment: Ramp Grant Agreement (3367 : RAMP Grant Agreement)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment: Ramp Grant Agreement (3367 : RAMP Grant Agreement)

**Attachment A
Scope of Services
TxDOT CSJ No.:M1620LBRT**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$50,000.00	\$25,000.00	\$25,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$50,000.00	\$25,000.00	\$25,000.00

Accepted by: The City of Liberty, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1620LBRT

The City of Liberty does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Liberty, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Liberty will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the City of Liberty spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Liberty will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1620LBRT

The City of Liberty designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Liberty, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.C.1

Meeting: 09/08/15 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3362)

DOC ID: 3362