



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, October 13, 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 # 3373)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 3374)

Recycling Report - Councilperson Huddleston

C. Information Item (ID # 3375)

Sam Rayburn Municipal Power Agency - Mayor Pickett

D. Information Item (ID # 3376)

Houston-Galveston Area Council - Councilperson Jordan

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, August 25, 2015
2. Tuesday, September 01, 2015
3. Tuesday, September 08, 2015

B. Council Action (ID # 3377)

Consider approval of a Citizen Complaint Procedure Policy regarding the Community Development Block Grant (TxCDBG) Program.

- Citizen Complaint Procedures (PDF)

C. Council Action (ID # 3378)

Consider approval of a Section 504 Grievance Procedure Policy regarding actions prohibited by the U.S. Department of Housing and Urban Development regulations.

- Section 504 Grievance Procedure (PDF)

VII. REGULAR AGENDA**A. Regular Session****1. Council Action (ID # 3379)**

Presentation of two (2) Eagle Scout Service Projects, and take any action deemed necessary.

2. Council Action (ID # 3380)

Consider granting a variance to the front setbacks for property located at 1419 Webster Street, and take any action deemed necessary.

- Front Setbacks 1419 Webster (DOCX)
- Webster Street Info (PDF)

3. Council Action (ID # 3381)

Consider granting a variance to the rear setbacks for property located at 3001 Lincoln Street, and take any action deemed necessary.

- Rear Setbacks 3001 Lincoln (DOCX)
- Lincoln Street Info (PDF)

4. Council Action (ID # 3382)

Consider granting a variance to the front setbacks for property located at 1610 Columbia Street, and take any action deemed necessary.

- Front Setbacks 1610 Columbia (DOCX)
- Columbia Street Info (PDF)

5. Resolution (ID # 3383)

Consider a Resolution authorizing the creation of the Gulf Coast Regional 9-1-1 Emergency Communications District.

- 911 District Info (PDF)

6. Ordinance (ID # 3364)

Consider adoption of an Ordinance regulating fats, oils, and greases placed into the City sewer system.

- FOG Civil Penalties (DOCX)

7. Resolution (ID # 3384)

Consider a Resolution making a nomination to the Liberty County Central Appraisal District Board of Directors.

- CAD Board Info (PDF)

8. Council Action (ID # 3385)

Consider a nomination(s) to the Liberty County Central Appraisal District, Appraisal Review Board.

- CAD ARB Info (PDF)

9. Council Action (ID # 3386)

Consider acceptance of signage for the park at Hwy. 90 and MLK, to be donated by Tomoe Engineering USA, Inc.

- Signage-Tomoe Eng (PDF)

10. Council Action (ID # 3387)

Consider appointments to the Houston-Galveston Area Council's 2016 General Assembly.

- HGAC Gen Assembly Info (PDF)

11. Council Action (ID # 3388)

Consider award of bank depository bids for the Liberty Community Development Corporation and the City of Liberty.

- Bank Depository Info (PDF)

12. Resolution (ID # 3389)

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

13. Council Action (ID # 3390)

Consider ratifying the Liberty Community Development Corporation's approval of the first amendment to the Grant Agreement for Business & Commerce Through Education Development-Lee College, and take any action deemed necessary.

- Amendment-Lee College Agreement (PDF)

14. Council Action (ID # 3391)

Consider ratifying the Liberty Community Development Corporation's approval for the purchase of the residence at the Liberty Municipal Airport, and take any action deemed necessary.

- Airport Residence (PDF)

15. Council Action (ID # 3392)

Consider the purchase of Police Console and Public Works Radios, and take any action deemed necessary.

- PD & PW Radio Info (PDF)

16. Ordinance (ID # 3393)

Consider adoption of an Ordinance denying the Distribution Cost Recovery Factor Rate Increase request of Entergy Texas, Inc. And setting just and reasonable rates for Entergy Texas, Inc. For service within the municipal limits.

- Entergy Rate Ord Info (PDF)

17. Council Action (ID # 3394)

Consider approval of a Lease Agreement between the Port of Liberty, Chambers-Liberty Counties Navigation District and the City of Liberty, and Schlumberger Technology Corporation, Successor-in-Merger to M-I L.L.C.

- Port Lease (PDF)

18. Council Action (ID # 3396)

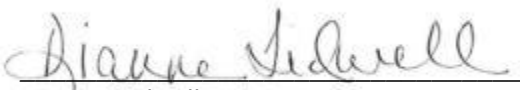
Consider emergency purchase of a blower and motor for the Wastewater Treatment Plant, and take any action deemed necessary.

19. Information Item (ID # 3395)

Discussion of proposed garage and yard sale regulations.

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 9th day of October, 2015 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.



Dianne Tidwell, City Secretary

NOTICE

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2015.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3373)

DOC ID: 3373



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3374)

DOC ID: 3374



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3375)

DOC ID: 3375



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3376)

DOC ID: 3376



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 25, 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	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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.

City Manager Gary Broz reported that 1) Union Pacific Railroad is repairing the tracks at Travis and Independence 2) the Water Department is working on a sink hole at Hwy. 90 near the John Deere facility 3) a public hearing on the proposed ad valorem tax rate will be held on September 1st, and 4) a reception will be held on September 1st for City Attorney Randy Gunter, who recently resigned his position.

III. PRESENTATIONS / REPORTS

1. Information Item (ID # 3338)

Minutes Acceptance: Minutes of Aug 25, 2015 6:00 PM (Minutes Approval)

Finance Report - N. Herrington, Finance Director

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the City's financials ending July 31, 2015. Ms. Herrington reviewed the revenues and expenditures of the various funds and reported that the General Fund balance is \$2.7 million. Ms. Herrington stated that sales tax revenues are at 76.5% and property tax collections are at 86.5% of budgeted amounts.

IV. CONSENT AGENDA

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

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

1. Resolution 2015-5

Consider a Resolution authorizing the City Manager to enter into agreements with the Texas Department of Transportation for temporary closure of Main Street during the 2015 Trinity Valley Fair and Exposition Parades.

ATTACHMENTS:

- TVE Rd Closure Agreement Baby Parade 2015 (DOC)
- TVE Rd Closure Agreement Opening Day Parade 2015 (DOC)

V. REGULAR AGENDA

A. Regular Session

1. Council Action 2015-66

Consider approval of a contract with HR Green, Inc, for Texas Water Development Board Clean Water Fund Projects.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on two proposed contracts with HR Green, Inc. Mr. Warner reported that the first contract relates to the recent flood event of May 4-June 19. Costs for repair of various items related to the sanitary sewer system and wastewater treatment plant damage are subject to being reimbursed by FEMA. Cost for the damage assessment and preliminary design services is \$259,090. Addressed will be the sewer treatment plant, manhole/collection line rehabilitation and rehabilitation of numerous lift stations.

Also presented was a contract for supplemental services not related to the flood event (and not reimbursable by FEMA). Those services include CCTV pipe inspection and smoke testing of numerous sanitary sewer lines, at a cost of \$278,000, for a total combined project cost of \$537,090. This project will be paid with funds from the Texas Water Development Board Clean

Water State Revolving Fund Program.

A motion was made to execute both contracts with HR Green, Inc.

ATTACHMENTS:

- HR Green-SS & WWTP (PDF)
- HR Green-SSA & WWTP Effluent (PDF)

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

2. Council Action 2015-67

Consider approval of a contract with O'Malley/Strand Associates, Inc. for Texas Water Development Board Drinking Water Fund Projects.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on a contract with O'Malley/Strand Associates, Inc. The proposed contract is for engineering and design services, with associated costs, as follows:

One new water well and existing water well rehabilitation -	\$115,000
Two new ground storage tanks -	\$ 90,000
One new elevated storage tank -	\$100,000
Two new booster pump stations -	\$214,000
Approx. 36,000 linear feet of 12" water line extension -	\$212,000

This project will be paid with funds from the Texas Water Development Board Drinking Water State Revolving Fund Program. A motion was made to approve the contract with O'Malley/Strand Associates.

ATTACHMENTS:

- O'Malley Agreement (PDF)

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

3. Public Hearing (ID # 3340)

Public Hearing on the proposed Budget for Fiscal Year 2015-2016.

COMMENTS - Current Meeting:

At 6:29 p.m., Mayor Pickett opened the Public Hearing on the budget for Fiscal Year 2015-2016. Discussed were various revenues and expenditures, transfers to the General Fund, personnel costs, sales tax history, increase to base water and sewer rates which will assist in funding water projects, and other related topics.

At 6:56 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- NOTICE OF PUBLIC HEARING-Budget (DOCX)

4. Council Action 2015-68

Consider postponement of the Final Vote on the Fiscal Year 2015-2016 Budget until September 8, 2015.

COMMENTS - Current Meeting:

A motion was made to postpone the final vote on the Fiscal Year 2015-2016 Budget until September 8, 2015.

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

5. Public Hearing (ID # 3342)

Public Hearing on the proposed Ad Valorem Tax Rate for Fiscal Year 2015-2016.

COMMENTS - Current Meeting:

At 6:57 p.m., Mayor Pickett opened the Public Hearing on the proposed Ad Valorem Tax Rate for Fiscal Year 2015-2016. City Manager Gary Broz reported that the proposed rate is the same as the previous year at \$0.5900 per \$100 valuation. After brief discussion, Mayor Pickett closed the Public Hearing at 7:00 p.m.

At this time, Mayor Pickett re-opened Public Comment to introduce former Councilor Graeme Brighton, from Liberty's sister city, Naracoorte, South Australia. Mr. Brighton addressed the Council giving a brief history of the sister city relationship.

6. Council Action 2015-69

Consider award of proposal for Electric Distribution System Maintenance for the Tree Top Subdivision and approval of upgrades to Beaumont Feeder Number 3, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on reconstruction of the electric distribution system for the Tree Top Terrace Subdivision. Mr. Broz reviewed the related expenses for a project cost of \$168,515. Mr. Broz further detailed a reconstruction estimate for Beaumont Feeder #3 in the amount of \$246,838. These projects will be funded with monies previously distributed to member cities by the Sam Rayburn Municipal Power Agency.

A motion was made to approve the expenditures for reconstruction of the electric distribution system in the Tree Top Terrace Subdivision and reconstruction of Beaumont Feeder #3.

ATTACHMENTS:

- Tree Top and Bmt Feeder (PDF)

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

7. Council Action 2015-70

Consider the sale of unimproved portions of Confederate Ave., Santa Anna St., Washington Ave., Hatfield St., Dallas St., and River St., west of Fort Worth St., and take any action deemed necessary.

COMMENTS - Current Meeting:

Discussion was held regarding the sale of an unimproved portion of Confederate Ave., Santa Anna St., Washington Ave., Hatfield St., Dallas St. And River Street, all west of Fort Worth Street. Based on the current appraisal, the vacant street properties appraised at \$9,730. The streets described are no more than 55 feet wide, with some being partially in the Trinity River. Estimate of the total acreage, not in the river, is 4.372 acres. As Councilperson Jordan submitted a bid for these properties, he was not included in the formal action taken on this agenda item.

After brief discussion, a motion was made to approve the sale of these unimproved properties to Frank M. And Connie L. Jordan.

ATTACHMENTS:

- Property Sale Information (PDF)

RESULT:	APPROVED [6 TO 0]
MOVER:	Diane Huddleston, Mayor Pro Tem
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Potetz, Simonson, Arnold
ABSTAIN:	Frank Jordan

8. Information Item (ID # 3345)

Discussion of a proposed ordinance regulating garage/occasional sales.

COMMENTS - Current Meeting:

Discussion was held regarding continual garages sales being held in the City. Discussed was a proposed ordinance limiting the number of sales per address in a calendar year, signage, permits, fees for violation and other related topics.

ATTACHMENTS:

- ORD-Garage Sales (PDF)

9. Information Item (ID # 3346)

Discussion of a proposed ordinance regulating the dumping of fats, oils and grease in the City sewer system.

COMMENTS - Current Meeting:

A brief discussion was held regarding the disposal of fats, oil and grease by commercial food service providers. Further discussion included new restaurants and remodels in regard to grease traps and cleaning of these traps on a regular basis. The purpose of the proposed ordinance addressing these issues is to aid in the prevention of sanitary sewer blockages and

obstructions caused by the accumulation of fats, oils, and grease that is discharged into the sanitary sewer system. This item will be brought before Council at a later date.

ATTACHMENTS:

- ORD-Dumping of Fats, Oil & Grease (PDF)

B. Executive Session

Private Consultation with Attorney on all subjects/matters authorized by law.

1. Discussion of contemplated/pending litigation - Humphreys Cultural Center.

At 7:35 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:08 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2015-65

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

COMMENTS - Current Meeting:

A motion was made to authorize the law firm of Thompson & Horton, and the City's Attorney, to proceed with the preparation and filing of litigation, as discussed in the Executive Session, regarding the Humphreys Cultural Center.

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

VI. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:09 p.m.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 25, 2015 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Mtng. & Joint Mtng.-LCDC

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, September 1, 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	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

III. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 3348)

Public Hearing on the proposed Ad Valorem Tax Rate for Fiscal Year 2015-2016.

COMMENTS - Current Meeting:

At 6:03 p.m., Mayor Pickett opened the Public Hearing on the proposed ad valorem tax rate for Fiscal Year 2015-2016. City Manager Gary Broz reported that the proposed rate is \$0.5900 per

Minutes Acceptance: Minutes of Sep 1, 2015 6:00 PM (Minutes Approval)

\$100 valuation, and that this is the same rate as the previous year.

Finance Director Naomi Herrington reported on the law that requires the holding of public hearings on the proposed tax rate and, if approved, would be the eighth year the rate has remained the same at \$0.5900.

At 6:09 p.m., Mayor Pickett closed the Public Hearing.

IV. EXECUTIVE SESSION

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

At 6:10 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

At 8:07 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

V. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:08 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Sep 1, 2015 6:00 PM (Minutes Approval)



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, September 8, 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	Present	
Louie Potetz	Councilperson	Present	6:13 PM
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Brandon Davis	City Attorney	Present	

II. INVOCATION

The Invocation was given by Father Ted Smith, St. Stephens Episcopal Church.

III. PLEDGE OF ALLEGIANCE

The pledge to the American and Texas flags was led by Liberty High School Seniors Jessie Rose and Sara Reiss.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Pickett reported on the retirement of Fire Chief Fred Collins and the upcoming Texas

Minutes Acceptance: Minutes of Sep 8, 2015 6:00 PM (Minutes Approval)

Municipal League Annual Conference to be held in San Antonio.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3349)

Project Updates - City Mgr. Gary Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the numerous ongoing City projects and the status of each.

B. Information Item (ID # 3350)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported that she is working on a Shred It event for the month of October.

C. Information Item (ID # 3351)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported that the next meeting of the Sam Rayburn Municipal Power Agency will be held in order to approve the Agency budget for Fiscal Year ending September 30, 2016.

D. Information Item (ID # 3352)

Houston-Galveston Area Council - Councilperson Jordan

COMMENTS - Current Meeting:

Councilperson Jordan reported that there is no current activity to report at this time.

E. Information Item (ID # 3365)

Liberty County CAD - Appraisal Review Board

COMMENTS - Current Meeting:

City Manager Gary Broz reported that an appointment to the Liberty County CAD Appraisal Review Board will need to be made at the October 13th meeting.

ATTACHMENTS:

- CAD-ARB Info (PDF)

F. Information Item (ID # 3366)

Liberty County CAD-Board of Directors

COMMENTS - Current Meeting:

City Manager Gary Broz reported on requirements for appointment to the CAD Board of Directors. This item will be placed on the agenda for nominations at the October 13th meeting.

ATTACHMENTS:

- CAD Board of Directors Info (PDF)

Minutes Acceptance: Minutes of Sep 8, 2015 6:00 PM (Minutes Approval)

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, August 11, 2015

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2015-71

Consider appointments to the Liberty Municipal Library Board.

COMMENTS - Current Meeting:

Library Director Dana Abshier reported on recommended appointments to the Liberty Municipal Library Board. Ms. Abshier further reported on the nine-member advisory board, each member serving two-year terms, and recommending the re-appointment of Dr. Cody Abshier, Beverly Davis, Tinya Griffin and Bruce Wright.

A motion was made to re-appoint Dr. Cody Abshier, Beverly Davis, Tinya Griffin and Bruce Wright for another term on the Liberty Municipal Library Board.

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

2. Resolution 2015-6

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

COMMENTS - Current Meeting:

Mayor Pickett recommended the reappointment of City Manager Gary Broz to the Sam Rayburn Municipal Power Agency (SRMPA) Board of Directors.

Minutes Acceptance: Minutes of Sep 8, 2015 6:00 PM (Minutes Approval)

A motion was made to reappoint the City Manager for another term on the SRMPA Board of Directors.

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

3. Council Action 2015-72

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

COMMENTS - Current Meeting:

Discussion of this item included that a budget that raises more revenue from property taxes than in the previous year 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.

A motion was made to ratify the property tax revenue increase reflected in the Fiscal Year 2015-2016 Budget.

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

4. Ordinance 2015-7

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

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the Ordinance as follows:

"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."

After brief discussion of the proposed budget in the amount of \$33,405,000, a motion was made to approve the Ordinance adopting the budget for Fiscal Year 2015-2016.

Minutes Acceptance: Minutes of Sep 8, 2015 6:00 PM (Minutes Approval)

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

5. Ordinance 2015-8

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

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the Ordinance as follows:

"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."

After brief discussion, a motion was made as follows: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.5900, which is effectively a 6.52 percent increase in the tax rate."

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

6. Ordinance 2015-9

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

COMMENTS - Current Meeting:

This amendment to the Master Fee Schedule includes an increase in the base rate for water and sewer services and an increase in solid waste fees. The caption of the Ordinance reads as follows:

"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."

Minutes Acceptance: Minutes of Sep 8, 2015 6:00 PM (Minutes Approval)

A motion was made to adopt the Ordinance amending the Master Fee Schedule as presented.

ATTACHMENTS:

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

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

7. Council Action 2015-73

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

COMMENTS - Current Meeting:

Lengthy discussion was held with Fire Chief Fred Collins regarding the Fire Protection Services Agreement with Liberty County, actual services provided, rates, and other related topics. After further dialogue, a motion was made to extend the agreement with Liberty County for one additional year.

ATTACHMENTS:

- Fire Protection Svs Agreement (DOCX)

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

8. Council Action 2015-74

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.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the County has assisted the City with spraying for mosquitoes, maintaining Candelier Road, and recommends approval of the Interlocal Agreement.

A motion was made to approve the Interlocal Agreement with Liberty County Precincts 1 & 2 for the maintenance of streets, roads, ditches and recreational areas.

ATTACHMENTS:

- Interlocal with County Prec 1 & 2 (DOCX)

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

9. Council Action 2015-75

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

COMMENTS - Current Meeting:

A motion was made to accept the bid of \$4,000.00 for the tax resale property described as 0.8816 acres, Richardson, Lot 21, Sec 1 (Duff St.). This property is located in the South Liberty Oilfield and an offer has been submitted by Ms. Mary Jane Leonard in the amount of \$4000.

A motion was made to accept the offer from Ms. Leonard, in the amount of \$4000 for the above-described property.

ATTACHMENTS:

- Tax Resale Property-Duff St. (PDF)

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

10. Council Action 2015-76

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

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the City provides a life insurance benefit to the City employees. The City requested proposals for this insurance and four proposals were received. The City currently uses Standard Life, which submitted proposal for a cost of seventeen cents per thousand dollars. This being the lowest proposal received and the City satisfied with their services, a motion was made to accept the proposal and stay with Standard Life.

ATTACHMENTS:

- Life Insurance Tabulation (PDF)

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

11. Resolution 2015-7

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.

COMMENTS - Current Meeting:

Mr. J. Rice, Public Management, Inc., was present to address the Council regarding the filing of an application for financial assistance from the Texas Water Development Board. Mr. Rice reported that his firm serves as the project manager and this resolution pertains to the Drinking Water State Revolving Fund (drinking water projects). The original resolution approved on January 13, 2015 requested assistance in an amount not to exceed \$667,000. However, it is determined that it is necessary to request an increase in financial assistance from \$667,000 to \$915,000 for planning, acquisition and design funds related to the projects.

After brief discussion, a motion made to approve the Resolution as presented.

Minutes Acceptance: Minutes of Sep 8, 2015 6:00 PM (Minutes Approval)

ATTACHMENTS:

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

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

12. Council Action 2015-77

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

COMMENTS - Current Meeting:

City Manager Gary Broz reported that this agenda item refers to the 2016 Routine Airport Maintenance Program (RAMP) Grants. For every dollar spent on maintenance, the City will be reimbursed fifty cents, as the local government match is 50% of actual costs. The City has requested a grant in the amount of \$50,000.

A motion was made to accept the 2016 Routine Airport Maintenance Program Grant Agreement.

ATTACHMENTS:

- Ramp Grant Agreement (PDF)

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

B. Executive Session

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

At 7:25 p.m., Mayor Pickett closed the Open Meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 7:50 p.m., Mayor Pickett closed the Executive Session and reconvened the Open Meeting.

1. Council Action 2015-78

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

RESULT: NO ACTION TAKEN

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:53 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Sep 8, 2015 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Policy Issues

COUNCIL ACTION (ID # 3377)

DOC ID: 3377

CITY OF LIBERTY

CITIZEN COMPLAINT PROCEDURES

COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) FUNDS

The following citizen complaint procedures, adopted by the City of Liberty, Liberty County, Texas, (hereinafter called "City") are intended to provide a timely written response to all complaints and grievances made against the City Community Development Block Grant (TxCDBG) Program efforts:

1. A person who has a comment or complaint about the services funded or to be funded by a TxCDBG Program administered by the City; may submit such comment or complaint in writing to the City Manager.
2. The City Manager shall, within five work days of receiving the comments or complaints, conduct an investigation and determine an appropriate response. The City Manager will advise the person who made said comments or complaints, in writing. If, for any reason this cannot be done, the City Manager will, within five working days of receiving the comment or complaint, advise the person making the comment or complaint, in writing, why the response cannot be provided within five working days of receiving the comment or complaint and when a response can be expected.
3. The City Manager shall notify the person who made the comment or complaint, in writing, of the final results of any investigation. Unless unusual circumstances interfere, all investigative action and reports documenting the findings should be accomplished prior to the 15th working day after the comment or complaint was originally received. Should this final response be delayed, the person making the comment or complaint, shall be advised in writing, to include the problems being encountered and a new date for final resolution of the comment or complaint.
4. A copy of the above outlined comment and/or complaint procedures can be obtained at the City Hall between the hours of 8:00 A.M. and 12:00 P.M. and 1:00 P.M. and 5:00 P.M., Monday through Friday (except holidays).

Passed and adopted by the City Council of Liberty, State of Texas, on the _____ day of _____, 2015.

Mayor

Attest:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.C

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Policy Issues

COUNCIL ACTION (ID # 3378)

DOC ID: 3378

Section 504 Grievance Procedure

The City of Liberty has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR Subpart A Sec. 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: **[Gary Broz, 1829 Sam Houston, Liberty, TX 77575]**, who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **[Gary Broz]**. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **[Gary Broz]**, and a copy forwarded to the complainant no later than ten (10) working days after its filing

The Section 504 coordinator shall maintain the files and records of the City of Liberty relating to the complaints files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to the City of Liberty.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Liberty complies with Section 504 and HUD regulations.

Passed and adopted by the City Council Meeting _____, State of Texas, on the _____ day of _____, 2015.

Mayor Signature:

Attest:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3379)

DOC ID: 3379



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3380)

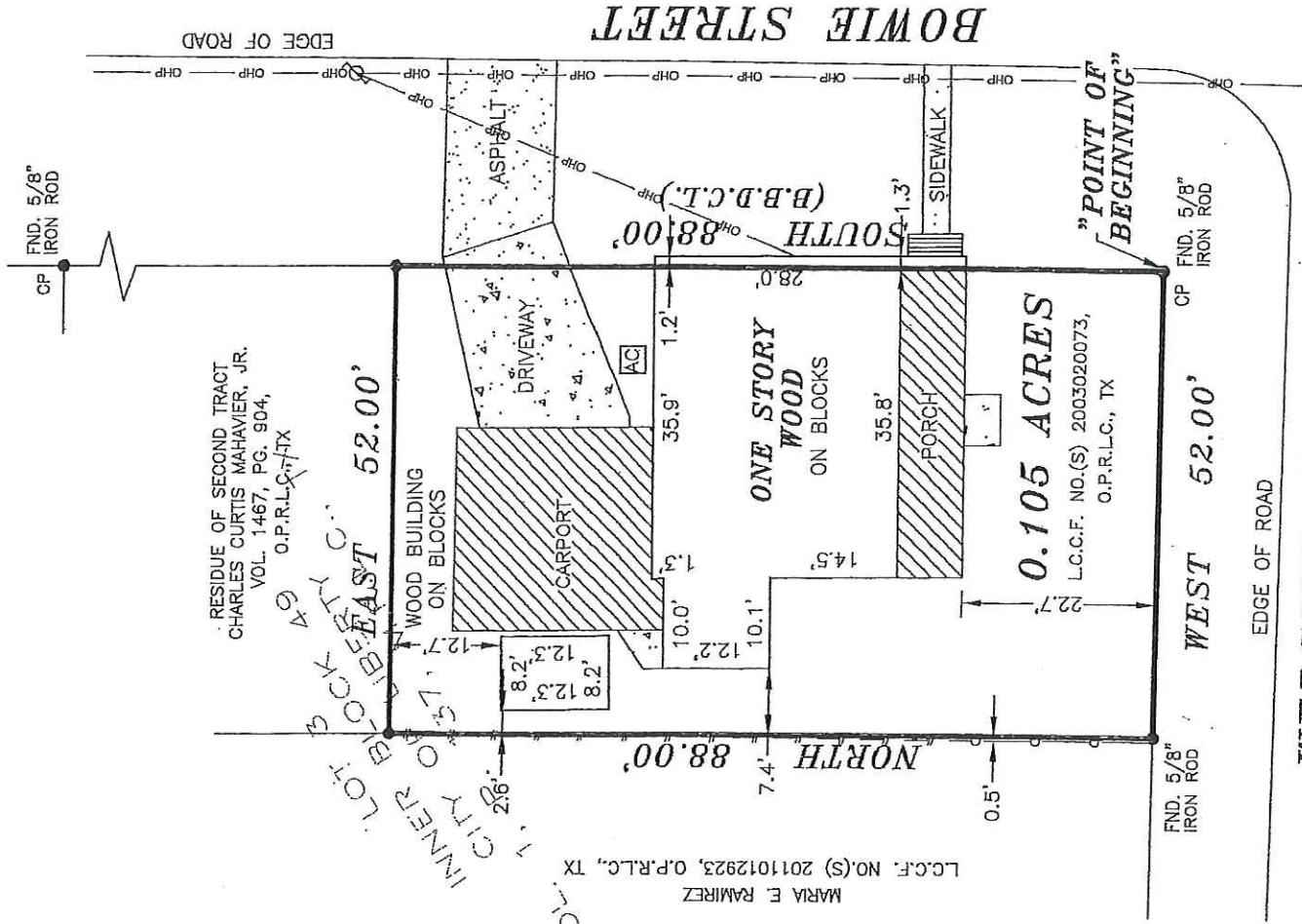
DOC ID: 3380

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: October 13, 2015
Agenda Item No. – Regular Session
Agenda Wording: Consider granting a variance to the front setbacks for property located at 1419 Webster.
Department: Public Works Inspections
Subject: Variance to front setbacks for property located at 1419 Webster.
Background: The applicant and owner of the property, is requesting a variance to the front setbacks in order to sell the property. The house currently encroaches 1.2 feet into the front setback. In order to receive funding the lender is requiring a variance to the front setbacks. This request was brought before the Planning and Zoning Commission on September 30, 2015. The Planning and Zoning Commission voted unanimously (4-0) to grant the variance.
Fiscal Impact: None.
Staff Recommendation: Staff recommends approval..
Purpose: The purpose of setbacks is to provide a uniform distance for structures to be located from the property line.

Attachment: Front Setbacks 1419 Webster (3380 : Variance-1419 Webster)

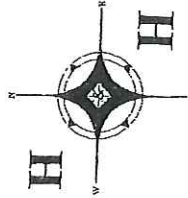
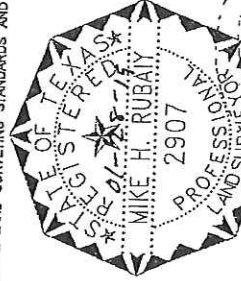


NOTES:
1. CORNERS ARE MARKED WITH 1/2" CAPPED IRON RODS MARKED H&H LAND, SET, UNLESS OTHERWISE NOTED.
2. HOUSE OVER EAST PROPERTY LINE AS SHOWN.

** BEING 0.105 ACRES SITUATED IN THE LIBERTY TOWN EAST LEAGUE ABSTRACT 359, LIBERTY COUNTY, TEXAS AND BEING OUT OF AND A PART OF LOT 3, INNER BLOCK 49, CITY OF LIBERTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 137 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS, ALSO BEING THE SAME TRACT OF LAND CONVEYED TO LEONARD C. GOODIN AND SHARON L. GOODIN RECORDED BY DEED IN LIBERTY COUNTY CLERK'S FILE NO.(S) 2003020073 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY, TEXAS, SAID 0.105 ACRES BEING MORE PARTICULARLY DESCRIBED BY ATTACHED METES AND BOUNDS.

LOT: 0.105 AC. **	BLOCK: 13 49	SECTION:	SUBDIVISION:	CITY OF LIBERTY	GF NO.: 14122144
RECORDATION: **	COUNTY: LIBERTY	STATE: TEXAS	SURVEY: LIBERTY TOWN EAST LEAGUE ABSTRACT 359		This plat does not lie in the 100 year flood plain and is in ZONE "X"
LENDER: USAA FEDERAL SAVINGS BANK	TITLE CO.: TARTER ABSTRACT		Federal Insurance Administration designated Flood Hazard Area by Community Panel No. 480441 0435C		dated 03-02-2008
PURCHASER: COREY PORTER AND ELIZABETH PORTER			JOB NO. 215015		
ADDRESS: 1419 WEBSTER AVENUE, LIBERTY, TEXAS 77535					

I HEREBY DECLARE THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY ON THE GROUND BY H & H PROFESSIONAL LAND SERVICES AND UNDER MY SUPERVISION THAT NO ENCROACHMENTS EXIST AT THE TIME OF THIS SURVEY UNLESS OTHERWISE NOTED HEREON THAT SAID SURVEY CONFORMS TO THE CURRENT RULES AND REGULATIONS OF THE PROFESSIONAL LAND SURVEYING STANDARDS AND SPECIFICATIONS.



PROFESSIONAL LAND SERVICES
P. O. Box 1974
Mont Belvieu, TX 77580

SURVEYOR REGISTRATION
Copyright 2015 H & H Professional Land Services, Inc.

(Office) 281 385-2087 (Fax) 281 385-5792

“ EXHIBIT A “

FIELD NOTES OF A TRACT OF LAND CONTAINING 0.105 ACRES SITUATED IN THE LIBERTY TOWN EAST LEAGUE, ABSTRACT 359, LIBERTY COUNTY, TEXAS AND BEING OUT OF AND A PART OF LOT 3, INNER BLOCK 49, CITY OF LIBERTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 137 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS, ALSO BEING THE SAME TRACT OF LAND CONVEYED TO LEONARD C. GOODIN AND SHARON L. GOODIN RECORDED BY DEED IN LIBERTY COUNTY CLERK'S FILE NO.(S) 2003020073 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY, TEXAS. SAID 0.105 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: THE MONUMENTS FOUND AND THE CALLED BEARING IN WEST RIGHT-OF-WAY LINE OF BOWIE AVENUE AND THE EAST LINE OF SAID INNER BLOCK 49 WERE USED FOR THE BEARING BASIS DIRECTIONAL CONTROL LINE.

BEGINNING at a 5/8" iron rod, found, in the north right-of-way line of Webster Avenue and the west right-of-way line of said Bowie Street, the southeast corner of said Lot 3 and for the southeast corner of the herein described tract;

THENCE, West, along the north right-of-way line of said Webster Avenue and the south line of said Lot 3, a distance of 52.00 feet to a 5/8" iron rod, found, being the southeast corner of a tract of land conveyed to Maria E. Ramirez recorded by deed in Liberty County Clerk's File No.(s) 2011012923 of the Official Public Records of said county and for the **southwest corner** of the herein described tract;

THENCE, North, along the east line of said Ramirez Tract, a distance of 88.00 feet to a 1/2" capped iron rod marked H&H Land, set, being the southwest corner of the residue of a tract of land called Second Tract conveyed to Charles Curtis Mahavier, Jr. recorded by deed in Volume 1467, Page 904 of the Official Public Records of said county and for the **northwest corner** of the herein described tract;

THENCE, East, along the south line of the residue of said Mahavier Tract, a distance of 52.00 feet to a 1/2" capped iron rod marked H&H Land, set, in the west right-of-way line of said Bowie Street, the east line of said Lot 3, the southeast corner of the residue of said Mahavier Tract and for the **northeast corner** of the herein described tract;

THENCE, South, along the west right-of-way line of said Bowie Street and the east line of said Lot 3, a distance of 88.00 feet to the **"Point of Beginning"** and containing 0.105 acres of land, more or less.

Surveyed: January 28, 2015

I, Mike H. Rubaity, Registered Professional Land Surveyor No. 2907, do hereby certify that the foregoing field notes were prepared from a survey made on the ground under my supervision on the date shown and that all lines, boundaries and landmarks are accurately described therein.


Mike H. Rubaity

R.P.L.S. No. 2907

Job No. 215015
Date: 01-28-2015
hh





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3381)

DOC ID: 3381

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: October 13, 2015
Agenda Item No. – Regular Session
Agenda Wording: Consider granting a variance to the rear setbacks for property located at 3001 Lincoln.
Department: Public Works Inspections
Subject: Variance to rear setbacks for property located at 3001Lincoln.
Background: The applicant and owner of the property, is requesting a variance to the rear setbacks so that a portable building may be installed to store furniture and supplies necessary for the Child Development School currently located on the property. If the variance is granted, the rear setback would be four (4) feet instead of the required ten (10) feet. This request was brought before the Planning and Zoning Commission on September 30, 2015. The Planning and Zoning Commission voted unanimously (3-0) to grant the variance.
Fiscal Impact: None.
Staff Recommendation: Staff recommends approval..
Purpose: The purpose of setbacks is to provide a uniform distance for structures to be located from the property line.

Attachment: Rear Setbacks 3001 Lincoln (3381 : Variance-3001 Lincoln)

REQUEST FOR VARIANCE BUILDING LOCATION

1. CONDITION REQUIRING VARIANCE TO BUILDING CODE

- ☒ Portable building set back 4ft from back property line versus minimum 10ft.

2. BUSINESS NEED TO JUSTIFY

- ☒ Storage of classroom materials and supplies as well as rotational training aids and child activity materials necessary to support positive day to day activity for child development.
- ☒ Current storage inadequate due to maintaining 24" overhead clearance requirement of fire code
- ☒ Best accommodation to prevent negative impact on parking
- ☒ Staff security in transferring materials in and out of storage (entry and path from utility room to storage inside fenced enclosure, and well back from street).
- ☒ State childcare standards for space utilization and licensing prevent location in existing playground area.

3. SAFETY CONCERNS AND ASSURANCES

- ☒ Building will be utilized for organized storage of class A materials only
- ☒ Building subject to daily written staff inspection
- ☒ Building subject to annual fire inspection same as facility
- ☒ Building subject to professional pest control same as facility
- ☒ Set back from existing 6ft wood fence provides adequate clearance for grounds maintenance \vegetation control of fence and alley
- ☒ Building not intended for occupancy – storage only with periodic occupancy to support material movement

Your consideration of this request is greatly appreciated,

Curt Mathis

Dba: Our House Learning Center

Attachment: Lincoln Street Info (3381 : Variance-3001 Lincoln)

Date: 8/28/15

Permit No: _____

**The City of Liberty
Commercial/Residential
Permit Application**

New X Remodel _____ Addition _____ Demolition _____

The undersigned, in accordance with the Building Laws of the City of Liberty, Texas, hereby applies for a building permit for the purpose of erecting, remodeling, addition or repairing described as follows:

Job Location: 3001 Lincoln - Our House Learning Center

Subdivision: _____ Block No. _____ Lot No. _____

Or Legal Description: _____

X Owner Name: CAROL + Bruce MATHIS X Owner Phone: 936-336-8579

X Owner Mailing Address: PO BOX 9 Liberty TX 77575

X Contractor Name: LELAND's of Liberty

X Contractor Address: Hwy 90 Liberty TX 77575

X Contractor Office Phone: 713 419-5296 Mobile Phone: N/A

Note: Minimum residential setback requirements from property line are as follows:

- Inside Lot: Front – 20 feet; each side – 7 ½ feet; back – 10 feet
- Corner Lot: Front – 20 feet; street side – 10 feet; interior side – 7 ½ feet; back – 10 feet
- Check setback requirements in Deed Restrictions also.

X Structure Set Backs: Front: NOTE Side: 50' Side: 35' Back: 4' 4 ft. from building back of lot
Residential: _____ Square feet X Commercial: 128 Square Feet No. Stories: 1

Principal type of Frame: Masonry _____ Wood X Steel _____ Concrete _____

Type of heat: Gas N/A Electric N/A Type of A/C: Central N/A Window Units N/A

X Description of work to be done: install portable storage building
8X16 portable bldg delivered + set up

X Estimated Cost: \$ #2715.00 X Estimated time to complete 1 days

Commercial Remodel or Demolition: Per Senate Bill 509 an asbestos survey of property must be done before permit can be issued. Has an asbestos survey been completed? Yes _____ No _____

All provisions of the local and International Building Code (IBC) shall be complied with in the construction, alteration, repair, addition to, or moving of said building, whether specified or not.

X I, Carol Mathis, hereby certify that I have read this application and filled all information required by the City of Liberty. I understand that all work will be performed in compliance with the IBC Code, ordinances and laws adopted by the City and State of Texas. I also acknowledge that the City of Liberty or its authorized agent is not responsible or liable for verification of information enforcing deed restrictions, covenants or homeowner association requirements. I, as the authorized agent of the owner, will allow the City Manager or his authorized agent access to perform inspections during normal working hours.

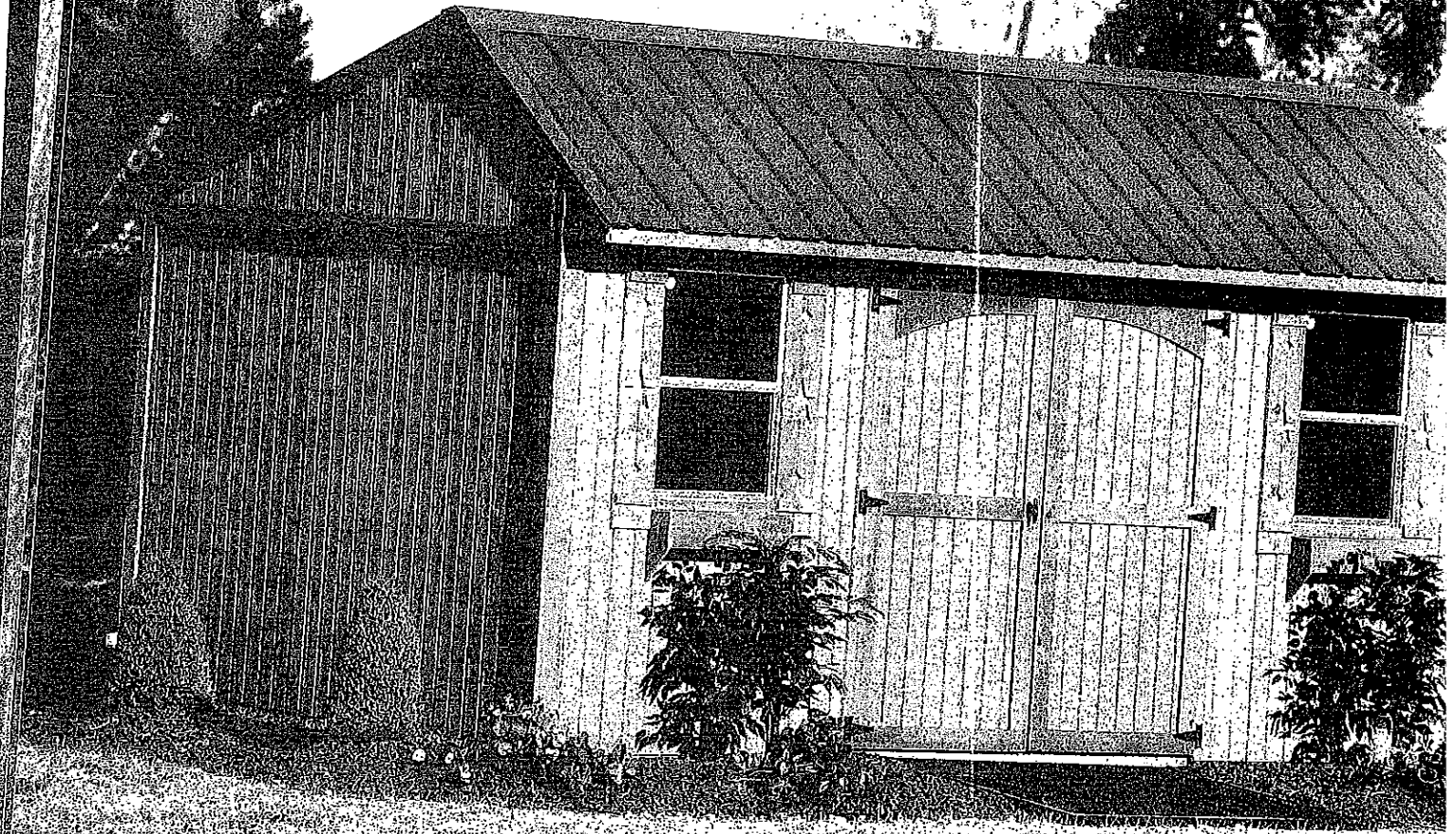
X This 28th day of August 2015

X Applicant Signature: Carol Mathis

Date of Approval: _____ Approved by: _____ Permit Fee \$ _____

(based on current schedule)

10'x16' Garden Shed
 8'x8'x10' Metal Roof
 6'x6' Double Doors



The Garden Shed has an attractive appeal with the double doors on the side and two windows. The airy roominess of the Garden Shed will be an



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3382)

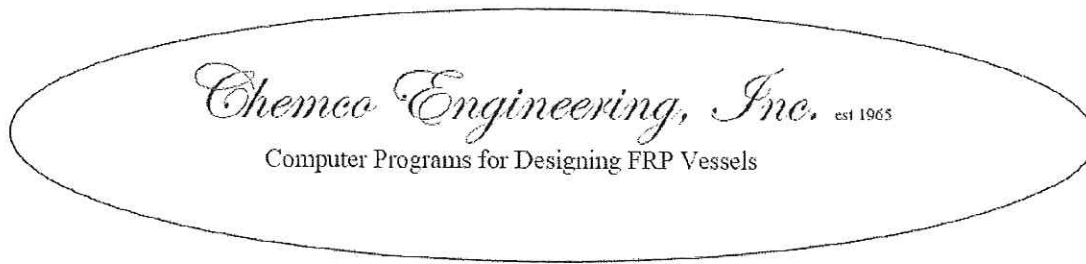
DOC ID: 3382

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: October 13, 2015
Agenda Item No. – Regular Session
Agenda Wording: Consider granting a variance to the front setbacks for property located at 1610 Columbia.
Department: Public Works Inspections
Subject: Variance to front setbacks for property located at 1610 Columbia.
Background: The applicant and owner of the property, is requesting a variance to the front setbacks so that a porch may be installed on the front of the house. The house currently encroaches into the front setback by one (1) foot. The addition of the proposed six (6) foot porch will result in a front setback of thirteen (13) feet). This request was brought before the Planning and Zoning Commission on September 30, 2015. The Planning and Zoning Commission voted unanimously (4-0) to grant the variance with the stipulation that if the house was ever moved or razed the setbacks would revert back to the current requirements.
Fiscal Impact: None.
Staff Recommendation: Staff recommends approval..
Purpose: The purpose of setbacks is to provide a uniform distance for structures to be located from the property line.

Attachment: Front Setbacks 1610 Columbia (3382 : Variance-1610 Columbia)



P.O. Box 5047
Liberty, TX 77575
Stubby@chemco-engineering.com

Date 9/1/15
936 340 3406

City Council Liberty, TX 77575
Members of the City Council

Subject: Request for set-back variance.
Reference: 1610 Columbia, Liberty, TX 77575

The house is 19 ft back from the city property line; hence, a variance is needed.

The neighborhood is quiet, low traffic with medium priced homes. The homes across the street appear to be close if not over the present 20 ft set-back requirement. The houses on both sides of 1610 Columbia face streets intersecting Columbia.

Photos

Photo # 1 Looking east, at the front view of 1610 Columbia

Photo # 2 Looking northwest across the street

Photo # 3 Looking west across the street

Photo # 4 Looking southwest across the street

Photo # 5 Looking north

Photo # 6 Looking south

Sketch Proposed porch, Cover not shown for clarity.

This house is Plain Jane, a box built in the early thirties, no electricity, plumbing, or frills. It was moved here about 1953 and updated. Then, the house fit well in the neighborhood. Through the years the surrounding houses have been updated. Now we feel the need to join in. After painting with a combination of complementing colors, moving the front door and adding a stain glass window, the next step would be to add a 6 ft. deep porch. This adds a third dimension to the update. The addition of a rocker and flower boxes on the porch might be the finishing touch.

W.E. Stubblefield P.E.

P.O. Box 5047

Liberty, TX 77575

936-340 3406



1.



2



(A)



4



5



6



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

7.A.5

RESOLUTION (ID # 3383)

DOC ID: 3383

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AUTHORIZING THE CREATION OF THE GULF COAST REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the "Act"), provides for the creation of a Regional Emergency Communications District; and

WHEREAS, the Act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission; and

WHEREAS, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency communications District (the "District"); and

WHEREAS, as of September 1, 2015, the City of Liberty exclusively receives 9-1-1 system services operated through the Houston-Glaveston Area Council, a regional planning commission;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF LIBERTY AUTHORIZES THE CREATION OF THE GULF COST REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT.

Passed and approved on the 13th day of October, 2015 at a regularly scheduled Meeting of the Liberty City Council, Liberty, Texas.

Carl Pickett, Mayor

ATTEST:

Resolution (ID # 3383)

City Council Meeting

October 13, 2015

Page 2

Dianne Tidwell, City Secretary



Houston-Galveston Area Council

Office of the Executive Director

September 29, 2015

The Honorable Carl Pickett
 Mayor, City of Liberty
 PO Box 8094
 Liberty, TX 77575

Carl
 Dear Mayor Pickett,

The Houston-Galveston Area Council is requesting the City of Liberty adopt the attached resolution authorizing formation of the Gulf Coast Regional 9-1-1 Emergency Communications District. The district would serve Brazoria, Chambers, Colorado, Liberty, Matagorda, Walker, Waller, and Wharton Counties.

H-GAC's Board appointed a committee to evaluate the potential impacts and opportunities associated with forming a 9-1-1 District under new state legislation. The study committee, consisting of elected officials from the 8 affected counties, recommended that the H-GAC Board of Directors create a 9-1-1 District, and the Board unanimously approved moving forward.

Your city is now served by the H-GAC administered State 9-1-1 program. If a Regional 9-1-1 District is formed, all 9-1-1 fees collected will be sent to the district, rather than to the State. The budgeting, expenditure, and accountability for all funds will be the responsibility of the 9-1-1 District, which will be governed by an elected official Board of Managers. Over time, we expect an increase in funds available for technology improvements. There will, however, be no increase in the 9-1-1 fee paid by citizens through phone bills.

There will be a seamless transition to the 9-1-1 District, if approved. All 9-1-1 calls will be answered in the same manner as they are now, and H-GAC's technical staff will provide the same service to maintain the system.

A District is created when the governing bodies of **all** eligible cities and counties in a 9-1-1 region adopt a resolution approving the district's creation.

The Honorable Carl Pickett
September 29, 2015
Page 2

Therefore, we hope you will take action to approve the enclosed resolution, and then return to Rick Guerrero as soon as possible via fax to 713-993-2414 or rick.guerrero@h-gac.com. To request a presentation on the requested action to your council, or to discuss any questions you may have, please call 713-993-4598.

Sincerely,



Jack Steele

JS/dw

Enclosures

cc: City Manager, Gary Broz
City Secretary, Dianne Tidwell



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

7.A.6

ORDINANCE (ID # 3364)

DOC ID: 3364 D

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 4, REGULATING FATS, OILS, AND GREASES; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City of Liberty operates a municipal sewer system for the benefit of its citizens; and

WHEREAS, fats, oils, and greases can cause problems such as blockages in a sewer system; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to regulate the dumping of fats, oils, and greases into the City sewer system.

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

Section 1: Article 4.13 of the Code of Ordinances of the City of Liberty is created to read as follows:

Article 4.13.001. Fats, Oils, and Greases

(a) Applicability and prohibitions.

- 1) This section shall apply to all nondomestic users of the city sewer system.
- 2) Grease traps or grease interceptors shall not be required for residential users.
- 3) Facilities generating fats, oils, or greases as a result of food manufacturing, production, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or interceptors. These facilities include, but are not limited to, restaurants, grocery stores, delis, meat markets, bakeries, convenience stores, food manufacturers, food processors, hospitals, entertainment centers, hotels, motels, prisons, nursing homes, and any other facility preparing any food available for consumption.
- 4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting

oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the city sewer collection system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

(b) Installation and maintenance.

- 1) New facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes (International Plumbing Code) or other applicable ordinances. Grease traps/interceptors shall be approved, installed and inspected prior to issuance of a certificate of occupancy.
- 2) Grease traps/interceptors may not be shared by two or more establishments including mobile food units.
- 3) Grease traps must be installed within the building of an establishment except when under the counter interceptors are approved by the city.
- 4) Existing facilities. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with these model standards, unless specified in writing and approved by the city.
- 5) All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulation.

(c) Cleaning.

- 1) Grease traps and grease interceptors shall be maintained in an efficient operating condition at all times.
- 2) Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Tex. Admin. Code § 312.143.

(d) Cleaning Schedules.

- 1) Grease traps and grease interceptors shall be cleaned as often as necessary to ensure that sediment and grease floating materials do not accumulate to impair the efficiency of the grease trap/interceptor, to ensure the discharge is in compliance with local discharge limits, and to ensure no visible grease is observed in discharge.
 - 2) Grease traps and grease interceptors subject to these standards shall be completely evacuated a **minimum** of once every 90 days, or more frequently when:
 - a. Twenty-five percent or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or grease;
 - b. The discharge exceeds BOD, TSS, FOG, pH, or other pollutant levels established by the city; or
 - c. If there is a history of noncompliance.
- (e) Reduced cleaning schedules.
- 1) Any person who owns or operates a grease trap/interceptor may submit to the city a request in writing for an exception to the 90-day pumping frequency of their grease trap/interceptor. The city may grant an extension for required cleaning frequency on a case-by-case basis when:
 - a. The grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the city; or
 - b. Less than 25 percent of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.
 - 2) **In any event, a grease trap and grease interceptor shall be fully evacuated, cleaned and inspected as least once every 180 days.**
- (f) Transporter waste manifest requirements.

- 1) Each pump-out of a grease trap or interceptor shall be performed by a state registered transporter and must be accompanied by a waste manifest to be used for record keeping purposes.
- 2) Persons who generate, collect and transport grease waste shall maintain a record of each individual and deposit. Such records shall be in the form of a waste manifest. The waste manifest shall include:
 - a. Name, addresses, telephone, and TCEQ registration number of transporter;
 - b. Name, signature, address, and phone number of the person who generated the waste and the date collected;
 - c. Type of waste collected or transported, capacity of waste facility (in gallons), and quantity of waste removed (in gallons);
 - d. Name and signature of responsible person generating, collecting, transporting, and disposing the waste;
 - e. Date and disposal site where the waste was deposited;
 - f. Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
 - g. Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
 - h. A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
- 3) Manifests shall be divided into three parts and records shall be maintained as follows.
 - a. One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
 - b. The remaining two parts of the manifest shall have all required information completed filled out and signed by the appropriate party before distribution of the manifest.
 - c. One part of the manifest shall go to the city disposal site receiving facility.

- d. One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.

(g) Alternative treatment.

- 1) A person commits an offense if the person introduces or causes, permits, or suffers the introduction of any surfactant, solvent or emulsifier into a grease trap for the purpose of allowing the grease to pass from the trap into the collection system. Surfactants, solvents, and emulsifiers which allow the grease to pass from the trap into the collection system include, but are not limited to, bacteria, enzymes, soap, diesel, kerosene, or other solvents.
- 2) It may be an affirmative defense to an enforcement action that the use of surfactants or soaps is incidental to normal kitchen hygiene operations, when used solely for that purpose.
- 3) Bioremediation media may be used, with city approval, if the person has proven to the satisfaction of the city that laboratory testing which is appropriate for the type of grease trap to be used had verified that:
 - a. The media is a pure live microorganism product which is not inactivated by the use of domestic or commercial disinfectants (such as chlorine bleach), detergents, strong alkalis, acids, and/or water temperatures of 160 degrees Fahrenheit (71 degrees Celsius).
 - b. The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.
 - c. The use of the bioremediation media does not cause foaming in the sanitary sewer.
 - d. The BOD, COD, and TSS discharge to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained, and pH levels must be between five and 11.
- 4) All testing designed to satisfy the criteria shall be scientifically sound and statistically valid. All tests to determine oil and grease,

TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the Environmental Protection Agency and the state commission on environmental quality and which are defined in 40 CFR 136, or 30 Tex. Admin. Code § 319.11. Testing shall be open to inspection by the city and shall meet the city's approval.

(h) Schedule of civil penalties.

- 1) *Civil penalty - Generator.* If the City determines that a generator is responsible for a blockage in the wastewater system, the generator shall owe a civil penalty of \$1,000.00 for the first violation, \$1,500.00 for a second violation, and \$2,000.00 for the third violation within a two-year period. After the third violation, each successive violation within a two-year period shall result in an increase in civil penalty by \$500.00 and may also result in termination of services. The collection of a civil penalty does not preclude assessing a surcharge or cost recovery fee, or filing a criminal action for violation a provision of this article, but is in addition to a possible surcharge or cost recovery fee, or criminal action.
- 2) *Civil penalty - Person.* Any person (other than the generator) violating any of the provisions of this division shall be subject to a written warning for the first violation, a \$1,000.00 civil penalty for the second violation, a \$1,500.00 civil penalty for the third violation, and a \$2,000.00 civil penalty for the fourth violation within a two-year period. After the fourth violation, each successive violation within a two-year period shall result in a \$500.00 increase in civil penalty and may result in termination of service. The collection of a civil penalty does not preclude assessing a surcharge or cost recovery fee or filing a criminal action for violating a provision of this article, but is in addition to a possible surcharge or cost recovery fee or criminal action.

Article 4.13.002. Right of entry, inspection, and sampling.

The City Manager or his designee shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this division. Users shall allow the City Manager or his designee ready access to all parts of the premises for the purposes of inspection, sampling, record examination and copying, and the performance of any additional duties pertinent to discharge to the city sewer system, and the City may write citations as necessary.

Article 4.13.003. Criminal Penalties.

In addition to the civil penalties previously mentioned in this article, any person violating this article may also be found guilty of committing a class C misdemeanor.

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of

Liberty, this _____ day of _____, 2015.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Fats, Oil & Grease Violations – Civil Penalties during a Two (2) Year Period

Generator

- | | |
|--------------------------|---|
| 1. First Violation | \$500 |
| 2. Second Violation | \$1,000 |
| 3. Third Violation | \$1,500 |
| 4. Continuous Violations | Increase in penalty of \$500 up to termination of service |

Persons Violating Provisions

- | | |
|--------------------------|---|
| 1. First Violation | Written Warning |
| 2. Second Violation | \$500 |
| 3. Third Violation | \$1,000 |
| 4. Fourth Violation | \$1,500 |
| 5. Continuous Violations | Increase in penalty of \$500 up to termination of service |



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: CAD Nom/Appt

RESOLUTION (ID # 3384)

DOC ID: 3384 A

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.

**A RESOLUTION OF THE CITY OF LIBERTY, TEXAS MAKING A
NOMINATION OR NOMINATIONS TO THE LIBERTY COUNTY
CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.**

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

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

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

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

PASSED AND APPROVED this the 13th day of October, 2015.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

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 Info (3384 : CAD Board of Directors Nomination)

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

<u>September 30, 2015</u>	-Chief Appraiser must notify each taxing unit of the number of votes it may cast and deliver to the following: • County Judge and each Commissioner • Mayor and City Manager of each city • School Board President and Superintendent for each school
<u>October 15, 2015</u>	-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.
<u>October 30, 2015</u>	-The Chief Administrator prepares a ballot listing the candidates alphabetically and delivers ballot to each voting taxing unit.
<u>December 15, 2015</u>	-Each voting unit casts its vote by written resolution and submits it to the Chief Administrator by this date.
<u>December 31, 2015</u>	-Chief Administrator must count votes, declare winners and notify all taxing units of results by this date.
<u>January 1, 2016</u>	-Directors begin their two-year term of office.

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

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

Attachment: CAD Board Info (3384 : CAD Board of Directors Nomination)

§ 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
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3385)

DOC ID: 3385 A

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 (3385 : CAD - ARB Nomination)

APPLICATION FOR APPRAISAL REVIEW BOARD APPOINTMENT

LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

7.A.8.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

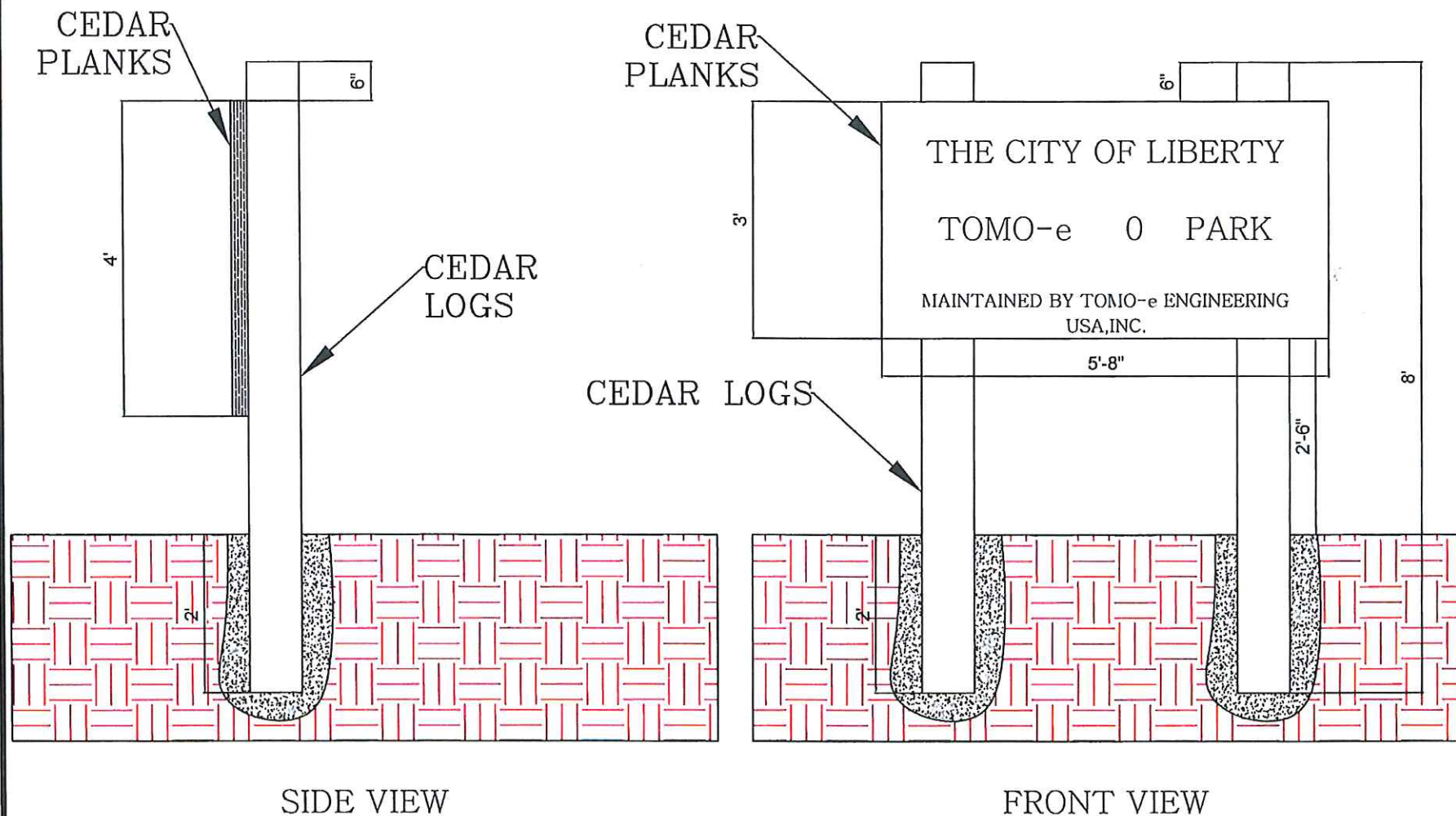
7.A.9

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Park Issues

COUNCIL ACTION (ID # 3386)

DOC ID: 3386 A



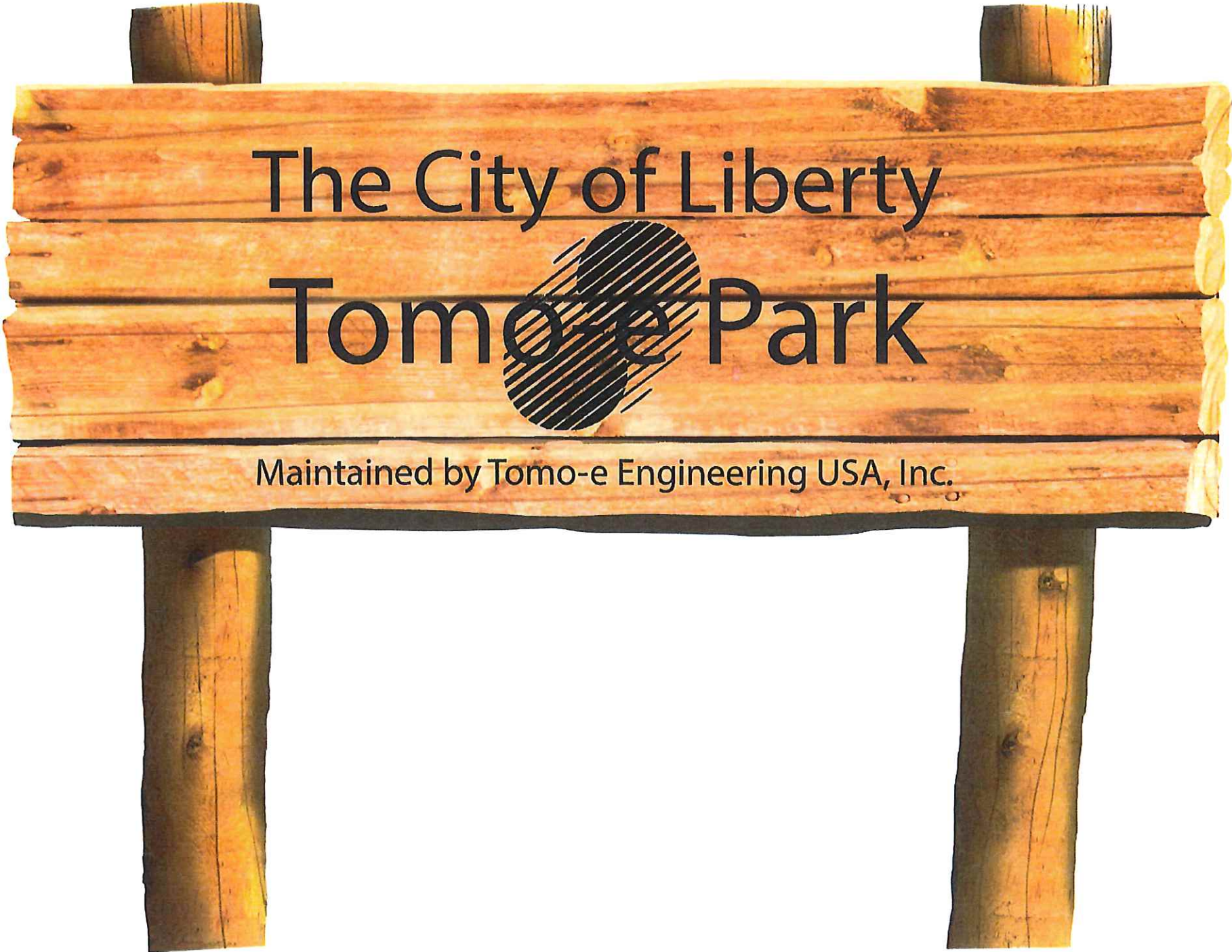
**TOMO-e ENGINEERING
USA, INC.**

TOMO-e PARK

DATE: 08/18/2015

NAME: Rey Torres

SCALE: N.T.S



The City of Liberty Tomoe Park

Maintained by Tomo-e Engineering USA, Inc.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.10

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3387)

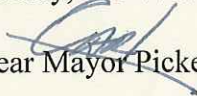
DOC ID: 3387

**Houston-Galveston Area Council**

Office of the Executive Director

September 17, 2015

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


Dear Mayor Pickett:

I am writing regarding the appointment of your city's representative to H-GAC's 2016 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2016.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by fax to 713-993-2414 or email rick.guerrero@h-gac.com.

A dinner meeting of Home Rule city representatives will be scheduled for November. At that meeting, your 2015 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2016.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 10. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,


Jack Steele

JS/dw

Enclosure

cc: City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.11

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 3388)

DOC ID: 3388

City of Liberty

Memo

To: Mayor and Council
From: Naomi Herrington, Finance Director
CC: Gary Broz, City Manager
Date: 10/06/2015
Re: Bank Depository

The City of Liberty went out for proposals on bank depository services to begin October 1, 2015. We received two proposals with one being from First Liberty National Bank and the other from Prosperity Bank. At this time Prosperity is the depository for the City. The proposals we received can be for a period of a one year term with an option to extend for a two year term. I called the banks and received the rates at the time of the proposals and I have put together a comparison for you to see.

	Checking	Money Market	Fees	Additional Service
FLNB:	.00%	.00%	waived	N/A
Prosperity:	.35%	.35%	waived	free checking employees with DD

First Liberty National Banks proposal would pay 100 basis points below the T bill rate on checking and 50 basis points below on money market. The T bill rate is 0.01. Prosperity Banks proposal came with a floor on checking of 0.35 and a floor on money market of 0.35.

After looking over the proposals and discussing it with the Cities financial advisor, it is the recommendations of management that we continue using Prosperity Bank as our bank depository, because of the floor given on interest, and the cost that would be incurred in changing out check stock and updating the state, and federal government and vendors of new banking information would be considerable. We would request that Council vote on the one year term with an option to continue for the two years after review by management.



PROSPERITY BANK

Liberty Banking Center
520 Main Street
Liberty, Texas 77575

September 29, 2015

Members of the Council
c/o City Secretary's Office
City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Re: **PROPOSAL NO. 2015-05 – CITY OF LIBERTY
BANK DEPOSITORY SERVICES**

Members of the Council:

On behalf of Prosperity Bank, please find our attached application for depository services. In addition to our excellent services and products, we also have the experience, knowledge and the necessary understanding required for working with public entities. Prosperity Bank is proud to have been awarded the bids of our local Texas-based governmental entities and currently banks over 490 such entities. The bank currently manages public fund accounts totaling approximately \$3.42 billion in deposits. We take great pride in serving the City and once again are pleased to offer the following bid for all City of Liberty depository services.

BID FOR ACTING DEPOSITORY FOR ALL FUNDS

In accordance with your bid notice, the undersigned, a state banking corporation, hereinafter called Bidder, for the privilege of acting as Depository for ALL funds of the City of Liberty, hereinafter called City, for a term of either one or two years beginning October 1, 2015, and ending September, 30, 2016 or September 30, 2017 if a two year contract term is optioned by the City or until such time as a successor Depository is selected and qualified agrees to:

Interest Bearing Checking Accounts: Interest will be paid on the net collected balance in your account at our posted NOW account rate with a floor of .35%. This is a variable rate that is subject to change at any time.

Money Market Accounts: Interest will be paid on the net collected balance at the posted ProsPerfect Money Market rate with a floor of .35%. This is a variable rate that is subject to change at any time.

	Collected Balance	Rate	APY
Tier 1	\$0 - \$ 9,999.99	0.05%	0.05%
Tier 2	\$ 10,000 - \$24,999.99	0.05%	0.05%
Tier 3	\$ 25,000 - \$49,999.99	0.10%	0.10%
Tier 4	\$ 50,000 - \$99,999.99	0.15%	0.15%
Tier 5	\$100,000...	0.20%	0.20%

Transactions limitations: A maximum of six (6) withdrawals or transfers may be made to another account of the depositor at this Bank, or to a third party, if they are preauthorized, automatic, or by telephonic agreement. These six (6) withdrawals or transfers may be made by check, draft, debit card or similar order to third parties. An item fee of \$10.00 for each debit transaction in excess of six (6) per month will apply.

Single Maturity Time Deposits: Interest on Time Deposits (CD's) will be paid at Prosperity Bank's current posted sheet rate at the time of purchase. Prosperity Bank does not offer a 7 to 29 day term Certificate of Deposit option. The rate quoted applies to all terms equal to or greater than 30 days.

SERVICES AND FEES:

The following services will be provided at a **no** or **waived fee** during the term of the contract.

Direct deposit payroll (ACH), Internet "Cash Management" Banking, deposit slips/books, charge back items, wire transfer services, monthly statements showing debits, credits and balances of each separate account, deposits and night deposit bags w/ keys (2 per account), zipper bags, money/coin wrappers, 2 safe deposit boxes, research items, stop payment and ATM.

Additionally, we will provide free of monthly maintenance activity charge during the term of the contract, one personal (non-interest bearing) checking account to City of Liberty employees utilizing ACH (*direct deposit*) payroll. Some restrictions may apply.

Prosperity Bank does not provide investment advice or safekeeping for securities owned by the City now or hereafter acquired.

Prosperity Bank reserves the right to charge our NSF fee and interest on any overdrawn balances at the prime rate reported in The Wall Street Journal.

Overdrafts

All accounts are aggregated for overdraft calculation purposes.

Overdrafts may be subject to the following:

- a. Overdraft Item Fee – The Overdraft Item Fee will be waived if offsetting collected balances are on deposit in non-interest-bearing deposit accounts.
- b. Accrued Interest Adjustment – If offsetting collected balances are maintained in interest-bearing deposit accounts only, the Overdraft Item Fee will be waived and an interest accrual debit adjustment will be made to the interest-bearing deposit account calculated on the amount and duration of the overdraft.
- c. Frequent and Continuous Overdrafts – If overdrafts continue to occur on a frequent basis, Prosperity Bank reserves the right to assess Overdraft Item fees, regardless of compensating balances. Additionally, if an account remains overdrawn for more than one business day, Prosperity Bank reserves the right to assess an Overdraft Interest Charge of which the rate will be equal to the prime rate published in the Wall Street Journal, as it changes.

Outgoing wires sent by the District during the business day will be processed against collected balances only.

**DEPOSIT COLLATERAL/
SECURITY:**

In compliance with the Public Funds Collateral Act (Article 2529d, Vernon's Texas Civil Statutes), Prosperity Bank will pledge securities authorized by the Public Funds Collateral Act to be held by a third party for the benefit of the City of Liberty, as a guarantee of the faithful performance by Prosperity Bank. If the third party to be named is not acceptable, then arrangements will be made to deliver the securities to the Federal Home Loan Bank of Dallas.

Prosperity Bank maintains internal controls to monitor and maintain the required collateral. If the City is aware of a large transaction will significantly increase deposit balances, the City will notify the Bank with one day's advance notice to ensure the timely pledging of additional collateral.

**FINANCIAL STRENGTH OF
INSTITUTION:**

Prosperity Bancshares Inc. is a \$21.7 billion Houston, Texas based regional financial holding company, formed in 1983. Operating under a community banking philosophy and seeking to develop broad customer relationships based on service and convenience, Prosperity offers a variety of traditional loan and deposit products to its customers, which consist primarily of small and medium sized businesses and consumers. In addition to established banking products, Prosperity offers a complete line of services including: Internet Banking services at <http://www.prosperitybankusa.com>, Retail Brokerage Services, Credit Cards, MasterMoney Debit Cards, 24 hour voice response banking, Trust and Wealth Management, Mortgage Services and Mobile Banking. Prosperity currently operates 245 full service banking locations. A copy of the most recent consolidated report of condition is available on request.

We appreciate the opportunity to bid for your business. We are very proud to be part of this community and have always been a proud supporter of events and economic affairs which help the community become a proud place for all concerned.

If at anytime you have any questions or need to discuss the contents of this proposal, please contact me at (936) 336-5731.

Dated this 29th day of September, 2015

PROSPERITY BANK

BY: 

Marsha LaFour

President ~ Liberty Banking Center

FIRST LIBERTY NATIONAL BANK

MAIN STREET AT SAM HOUSTON AVE.



1900 SAM HOUSTON AVE.
P.O. BOX 10109
LIBERTY, TEXAS 77575-7609

PHONE 936-336-6471
FAX 936-336-3390
E-MAIL flnb@flnb.com

September 28, 2015

To: Mayor Pickett, City of Liberty Council Members and City Manager Broz

Gentlemen:

Pursuant to your request for Bid Proposal No. 2015-05, the First Liberty National Bank (hereinafter referred to as the Bank) hereby makes this application to be designated City of Liberty Depository for receiving and handling all or part of the public funds of the City of Liberty (hereinafter referred to as the Corporation).

1. The Bank will provide to the Corporation, within 30 days of the execution of the depository contract, a signed copy of the minutes of a meeting of the Bank's Board of Directors wherein the Board approved, by affirmative vote, this contract.
2. All funds will be deposited into interest bearing accounts with rates of interest stated as a percentage above or below the most recent Monday Auction rate of short-term (13 week) U.S. Government Bills, as indicated in the Wall Street Journal, sold at a discount for face value in units of \$10,000 to \$1,000,000 for purchases of time deposits of periods of less than 90 days:
 1. NOW Accounts (interest-bearing checking) will earn the thirteen (13) week Treasury Bill interest rate minus 1.00 percent (100 basis points)
 2. Money Market and Savings accounts will earn the thirteen (13) week Treasury Bill interest rate minus 0.50 percent (50 basis points)
 3. 30 Day Certificates of Deposit will earn the thirteen (13) week Treasury Bill interest rate minus 0.50 percent (50 basis points)
4. Our Bank is a full service facility capable of handling checking accounts, investments, insurance, transfers, bank drafts and other routine services as may be required. We can originate Payroll Deposits for Direct Deposit and originate Pre-authorized Debits/Drafts to customer accounts through the ACH System. Should you desire to use advanced investment products, our Investor Services Department will work with you to help implement your investment plan.
5. All funds will be fully secured. The Bank, in lieu of giving a bond, will pledge to the Corporation certain securities of the kind and character authorized by said Public Funds Collateral Act (Article 2529d, Vernon's Texas Civil Statutes). These pledges will equal 102% of the funds the Corporation has on deposit in the Bank.
6. In accordance with your specifications, the securities which will be pledged by the Bank to the Corporation shall be U.S. Treasury securities that will be delivered and held by a third party, that has been approved by the Corporation to be held by them for the use and benefit of the Corporation, as a guarantee of the faithful performance by said Bank of its duties as a depository.

Attachment: Bank Depository Info (3388 : Bank Depository Bids)

BANK DEPOSITORY SERVICES

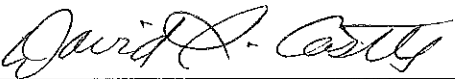
BID NO. 2015-05

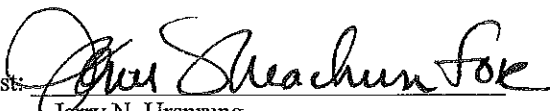
7. If the funds of the Corporation on deposit with the Bank exceed the market value of the securities pledged, the Bank shall on demand from the Corporation, pledge other securities that shall be of sufficient market value so as to provide the required additional coverage.
8. A listing of pledged securities will be provided to the Corporation on a monthly basis listing pledged amounts and their market values.
9. The Bank may withdraw such securities from time to time as may be permitted by the Corporation, so long as the market value of the securities so pledged shall at all times exceed the amount of the Corporation's funds on deposit with the Bank, it being contemplated that the Bank shall at all times have pledged with the Corporation approved bonds and securities of market value equal to the required coverage based on the Corporation's deposits with the Bank. The new and additional securities shall be delivered at once to the Federal Reserve Bank, Dallas, and held by them on the same basis and terms as the original batch of securities above itemized; and Federal Reserve Bank, Dallas, shall release and deliver to the Bank only such part or portion of said securities so pledged as the Corporation may authorize and direct in writing to be release and delivered to the Bank.
10. Should the Bank at any time desire to substitute other securities for those pledged with the Corporation and on deposit with Federal Reserve Bank, Dallas, the Corporation will permit such substitution provided that the securities which the Bank offers to substitute meet the requirement of law and are satisfactory to the Corporation.
11. Federal Reserve Bank, Dallas, is authorized to forward the maturing interest on the securities which they hold under this agreement and deliver them or their proceeds to the Depository.
12. All funds will be deposited in interest bearing accounts according to the terms of this agreement with the Corporation having the right to diversify their investments at any time.
13. All accounts/transactions will be on a waived fee basis with no service fees or other transaction fees charged.
14. The Corporation may, at any time within the regular business hours of the Bank, access or inquire about any of the Corporation's accounts or transactions. Account inquiries can be performed through our Online Banking service or by automated voice response telephone system at any time day or night.
15. The Corporation may, from time to time, require the special handling of an account by the Bank, and, after conferring with the Bank about the special situation, will receive full assistance from the Bank to meet the Corporation's request.

We appreciate the opportunity to bid for the Corporation's funds and pledge the full facilities of the Bank and it's staff to serve you in a professional and courteous manner. We are truly "Full Service" and are confident we can handle all of your financial needs.

Respectfully submitted:

The First Liberty National Bank
Liberty, Texas

By: 
David S. Castle
Senior Vice President

Attest: 
Jerry N. Ursprung
Senior Vice President & Cashier

Bank Seal

Attachment: Bank Depository Info (3388 : Bank Depository Bids)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Water Issues

7.A.12

RESOLUTION (ID # 3389)

DOC ID: 3389 A

**RESOLUTION REQUESTING ADDITIONAL 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 approved 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 previously determined that it was necessary to request an increase in financial assistance through the Texas Water Development Board's Drinking Water State Revolving Fund from \$667,000 to \$915,000 for planning, acquisition and design funds related to the Project, and, on September 8, 2015, approved a resolution requesting such increase in financial assistance through the Texas Water Development Board's Drinking Water State Revolving Fund; and

WHEREAS, the City Council has further determined that it is necessary to request an increase in financial assistance through the Texas Water Development Board's Clean Water State Revolving Fund from \$639,000 to \$900,000 for planning 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 Clean Water State Revolving Fund program, in an amount not to exceed \$900,000 (instead of \$639,000 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 13TH DAY OF OCTOBER, 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 **October 13, 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
Diane 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 ADDITIONAL 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 13th day of October, 2015.

(SEAL)

City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.13

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3390)

DOC ID: 3390

FIRST AMENDMENT TO GRANT AGREEMENT FOR BUSINESS & COMMERCE THROUGH EDUCATION DEVELOPMENT

This First Amendment to Grant Agreement for Business & Commerce Through Education Development ("Amendment") is made and entered into by and between Liberty Community Development Corporation ("LCDC"), a nonprofit corporation organized under the authority of the Development Corporation Act of the Texas Constitution, Article III, Section 51-a, acting by and through its duly constituted board of directors, and the Lee College District ("Lee"), a public junior college established pursuant to Chapter 130 of the Texas Education Code and institution of higher education as defined in Section 61.003 of the Texas Education Code (LCDC and Lee collectively shall be referred to herein as "Parties" and individually as "Party"), effective upon final execution by both Parties ("Amendment Effective Date").

WHEREAS, LCDC and Lee have entered into a Grant Agreement for Business & Commerce Through Education Development, signed on _____, 2015 ("Original Contract") concerning the granting of economic development funds to Lee; and

WHEREAS, LCDC and Lee wish to amend the Original Contract to include a clarification regarding the allocation of the grant funds (as used herein, the term "Contract" shall mean the Original Contract as amended by this Amendment).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

This Amendment amends and replaces the following sections and/or sentences of the Original Contract:

The following language in the fourth bullet of Section 2 (starting on page 3 of the Original Contract):

"The funds must be related directly to the purchase of Podium Computers (5), \$4,536.70, General Education Lab (24), \$21,776.00, Electrical Computer Lab (20), \$18,147.20, CADD Lab (24), \$31,900.00, EMT Equipment, \$25,000.00, Renovations, \$50,000.00, and Electrical Trainers (4) \$40,000.00 to be located at..."

shall be replaced with the following language:

"The funds must be related directly to the purchase of Podium Computers (5), \$4,536.70, General Education Lab (24), \$21,776.00, Electrical Computer Lab (20), \$18,147.20, CADD Lab (24), \$31,900.00, Information Technology Infrastructure Equipment, \$65,000.00, and Renovations, \$50,000.00 to be located at..."

2. **Continued Force and Effect.** LCDC and Lee acknowledge and agree that except as amended by this Amendment, the Contract is and remains valid, unmodified and in full force and effect.

3. **Capitalization; Definition.** Capitalized terms used herein shall have the same meaning given to such terms in the Contract unless otherwise defined herein. Any terms not defined in this Amendment shall have the same meaning as set forth in the Contract.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, provided each of the Parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

5. **Governing Law.** This Amendment shall be construed and enforced in accordance with the laws of the State of Texas, without regard to choice of law provisions.

EXECUTED AS OF THE EFFECTIVE DATE OF
_____, 2015:

LIBERTY COMMUNITY DEVELOPMENT CORPORATION

By: _____
Dennis Beasley, President

LEE COLLEGE DISTRICT

By: _____
Dr. Dennis Brown, President



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.14

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Airport Improvements

COUNCIL ACTION (ID # 3391)

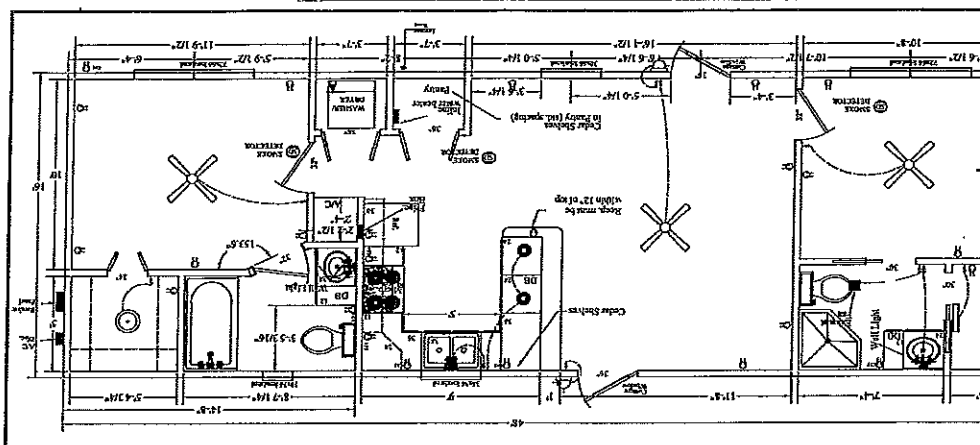
DOC ID: 3391

Requesting purchase of residence at airport. A General Shelter 16x48 -768 sq ft. building. 3 years old, Industrial House – perfect condition – owned by Debbie and Jose Doblado who moved to Panama.

New - \$62,000

Current value - \$45,500

Sale Price - \$36,300



SPECIFICATIONS

Box Size: 16' x 48'
Type: Barn / Gable
Walls: 8' Walls
Skids: Double Skids

Floor:

Insulation: R-19 with Polyethylene Vapor Barrier
Joists: 2" x 8" on 16" Center
Decking: 3/4" Subfloor
Floor Covering: 1/8" Vinyl Tile and 26oz. Carpet Brown (carpet bedrooms and closets only)

Exterior:

Studs: 2" x 4" x 91.5" on 16" Center
Bottom Plate: 2" x 4"
Top Plate: Double 2" x 4"
Sheathing: 7/16" OSB with Building Wrap
Insulation: R-13
Siding: 29ga. Painted Steel
Window Trim: 26ga. Painted Steel

Interior:

Studs: 2" x 4" x 91.5" on 16" Center
Covering: Panelling
Cabinets: Hardwood
Trim: Cedar
Counter Top: Formica (Sandy Topaz)
Closets: (2) Closet with Wire Shelving
(1) Pantry with Cedar Shelving
Misc: Wall Mirror In bathroom

Roof:

Truss: Engineered on 24" Center
Ceiling: Sea Spray Texture
Insulation: R-19
Decking: 7/16" OSB with Roof Felt
Roofing: 26ga. Painted Steel
Rake Trim: 26ga. Painted Steel
Anchor Straps: (5) Over Roof

Doors:

Exterior Door: (2) 36" x 80" Fiberglass Out-Swing Cottage
Door Insert: (3) 32" Solid Stain Grade
Interior Door: (2) 30" Solid Stain Grade Pocket
(2) 36" Double Louvered Stain Grade
(1) 24" Double Louvered Stain Grade
Hardware: Brushed Nickel

Windows:

Window: (2) 72" x 66" Insulated
(1) 36" x 66" Insulated
(1) 36" x 36" Insulated
(1) 18" x 36" Insulated

Electrical:

Load Center: (1) 200 Amp Exterior Panel
Wiring: #12 Romex
Receptacles: (19) 15 Amp Brown Faceplate
GFI Receptacles: (7) Interior (2) Exterior
Lighting: (3) Ceiling Fans (3) Smoke Detectors
(2) Recessed Can Lights
(2) Vanity Lights (1) Flush Lights
(1) Sink Light (1) Strip Light
(2) Porch Lights
(1) 110 CFM Exhaust Fan

Exhaust Fans:

Plumbing:

Bathroom: (1) Full Bath (1) 3/4 Bath
Water Closets: Elongated
Lavatory: Vanity Sink
Water Heater: Inline Instant
Faucet Type: Residential Brass Body
Sink: Stainless Double Bowl
DWV: All drain lines are stubbed thru floor

HVAC:

A/C - Heating: (1) Residential 3 Ton Unit - Heat Pump

Appliances:

18 cu.ft. Refrigerator: Stainless
Full Size Range: Stainless
Microwave w/ vent: Stainless
Washer / Dryer: White



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.15

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 3392)

DOC ID: 3392

Console & Radio Purchases

Police Dispatch Console	complete	\$78,890.00
Public Works Radio's		\$24,679.00
Install & Program Public Works Radio's		<u>\$11,075.00</u>
		\$114,644.00
Remaining Funds in 2010 CO's		<u>\$113,493.00</u>
	(short)	\$1,151.00
Paid out of Electric Budget		<u>\$1,151.00</u>
		\$0.00

This Purchase will Enhance our Communications City Wide. The Dispatch Console replaces an old 1999 console, what is giving us problems with volume and reliability. The Public Works Radio are all digital and will help communicate problems and get the problems solved faster. Also we will be informed of the issue not having to wait on a cell phone call to tell what is going on and how long it will take to fix.

Description for Liberty County Police Department	Quantity	Price	Total
SERVER LICENSING			
WAVE Server License	1	\$9,995	\$9,995
New WAVE System	1	\$0	\$0
CHANNELS			
WAVE Communications Group - No Radio		\$995	\$0
WAVE Communications Group - Radio	4	\$2,995	\$11,980
CLIENTS			\$0
WAVE Mobile Communicator (Android and iOS)	2	\$295	\$590
WAVE Web Communicator		\$295	\$0
WAVE Desktop Communicator		\$795	\$0
WAVE Dispatch Communicator	2	\$4,995	\$9,990
Software Sub Total			\$32,555
ARUS - Annual Renewal & User Support - 1 Year			\$5,859.90
PRELIMINARY INSTALLATION ESTIMATE			
Installation & Training full SOW required	50	\$185	\$9,250
Project Management	8	\$175	\$1,400
System Total			\$49,065
HARDWARE ITEMS			
WAVE Server - HP DL380 w/SW loaded with system software	1	\$15,000	\$15,000
Motobridge 8 port RGU	0	\$15,100	\$0
Motobridge 4 port RGU	1	\$9,000	\$9,000
Motobridge Power Supply	1	\$155	\$155
Motobridge G1-G4 CT Tool	1	\$250	\$250
Motobridge XTL/APX Radio Cables	4	\$105	\$420
Hardware Total			\$24,825
headset/microphone and foot pedal	2	\$2,500	5,000
TOTAL SYSTEM COST			\$78,890



Prepared by Commercial Wireless Solutions
 For Lloyd Waugh
 713-545-8231
 Jeff Moser, Government Sales and Service

10/8/2015

City of Liberty
VHF Digital System
 Gary Broz

Mototrbo VHF					
XPR Series					
Item	Quant	Model	Description	Harris Co Contract	Extended
1	1	T3000	MTR3000 Repeater	\$ 7,164.85	\$ 7,164.85
2	25	AAM02JQH9JA1A	XPR2500 136-174 45 WATT MOBILE RADIO	\$ 527.97	\$ 13,199.25
3	25	HAD4008	UNIT GAIN ANTENNA	\$ 16.58	\$ 414.50
4	9	AAH02JDH9J2AN	XPR3500 136-174 5 WATT PORTABLE	\$ 433.36	\$ 3,900.24

Total \$ **24,678.84**

Attachment: PD & PW Radio Info (3392 : Police and PW Radios)



1213 West 13th St, Deer Park, TX 77536



Proposal Prepared For:

City of Liberty
 Gary Broz
gbroz@cityofliberty.org

Item	Qty	Description	Unit Price	Extended Total
1	1	Configure and program Repeater	\$ 4,200.00	\$ 4,200.00
2		Program radios 25 mobiles/9 portables		\$ -
3				\$ -
4		Tune Duplexer		\$ -
5				\$ -
6		Rack Mount Repeater and make antenna connections		\$ -
7		Connectorize Coax		\$ -
8				\$ -
9		Ground Antenna, provide antenna, coax		\$ -
10		lightning arrestor.		\$ -
11				\$ -
12	1	Install Antenna and Coax on Tower	\$ 2,500.00	\$ 2,500.00
13				\$ -
14	25	Mobile Install	\$ 175.00	\$ 4,375.00
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
22				\$ -
Subtotal				\$ 11,075.00
Programming				
Shipping				
TAX				
Grand Total				\$ 11,075.00

Notes:

PLEASE VISIT OUR WEBSITE @ WWW.BEARCOM.COM FOR A COMPREHENSIVE DESCRIPTION OF OUR SERVICES AND EXPERIENCE.

Prepared By: Jeff Moser
 Mobile Number: 713-545-8231
 Pricing Good For: 30 Days
 Today's Date: Wednesday, October 07, 2015

We Appreciate Your Business!

Attachment: PD & PW Radio Info (3392 : Police and PW Radios)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.16

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Electric Issues

ORDINANCE (ID # 3393)

DOC ID: 3393 A

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ("CITY") DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE INCREASE REQUEST OF ENTERGY TEXAS, INC. FILED ON SEPTEMBER 4, 2015; SETTING JUST AND REASONABLE RATES FOR ENTERGY TEXAS, INC. FOR SERVICE WITHIN THE MUNICIPAL LIMITS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, on or about September 4, 2015 Entergy Texas, Inc. ("Entergy") filed an Application for Authority to Amend the existing Distribution Cost Recovery Factor with the City to increase electric rates by implementing new riders pursuant to Public Utility Regulatory Act ("PURA") Section 36.210:

WHEREAS, the proposed Distribution Cost Recovery Factor rates proposed by Entergy Texas, Inc. would increase customer rates in the Entergy Service Area by \$6.5 million per year above the current Distribution Cost Recovery Factor surcharge;

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is November 3, 2015:

WHEREAS, the expert utility rate consultants retained to review the Company's Distribution Cost Recovery Factor rates on behalf of the City have made preliminary findings that Entergy has incorrectly calculated the proposed Distribution Cost Recovery Factor and overstated the claimed need for the rate increase requested. The consultants' analyses support reductions to the Entergy request.

WHEREAS, the rate experts retained for the rate review have concluded that Entergy's rate filing request is not supported;

WHEREAS, Entergy has failed to properly support and justify the rate class increase amounts for Entergy's proposed class allocation of certain distribution costs:

WHEREAS, the statutory deadline to act on Entergy's Distribution Cost Recovery Factor rate increase request is November 3, 2015;

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

Section 1. That the statement and findings set out in the preamble to this

Ordinance are hereby in all things approved and adopted.

Section 2. The City of Liberty hereby denies the Entergy Distribution Cost Recovery Factor rate increase.

Section 3. Entergy's Distribution Cost Recovery Factor rate increase application on file with the City is denied in total.

Section 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 5. This Ordinance shall become effective from and after its passage.

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

PASSED AND APPROVED this 13th day of October, 2015.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Re: Rate Ordinance and Recommendation as to Entergy Texas, Inc.'s Application for Approval of a Distribution Cost Recovery Factor

Dear Cities:

This letter is in regard to Entergy Texas Inc.'s ("Entergy" or "Company") application for approval of a Distribution Cost Recovery Factor ("DCRF"), which has been filed with each of the Cities in Entergy's service area. Entergy filed the DCRF application with Cities on September 4, 2015. Cities have 60 days to pass a Rate Ordinance accepting, modifying, or rejecting a DCRF Application. **Cities' deadline to pass a Rate Ordinance is November 3, 2015.**

Concurrent with its DCRF application in the Cities, Entergy has filed the same application with the Public Utility Commission of Texas ("Commission") for customers located outside the Cities. Entergy requests implementation of a rider that would collect approximately \$10.1 million (\$6.5 mm current request plus \$3.6 mm currently authorized) in additional annual revenue to cover increased distribution expenses. Residential customers would be charged approximately \$6.4 million or 64% of the requested increase, which amounts to approximately \$1.09 per month for an average residential customer using 1000 kWh per month.

The preliminary analysis of our rate consultant, ReSolved Energy Consulting ("REC"), indicates that the Company has not proved up its request. We are waiting on the Company to provide additional data so REC's analyses and investigations may be completed. As such we recommend that the Cities deny Entergy's application in total.

Again, the Cities' jurisdictional deadline to make a decision on Entergy's request is November 3, 2015. We have attached a recommended Rate Ordinance denying Entergy's application for a DCRF rate change. Once Cities deny the Entergy rate increase request these Rate Ordinances will be appealed to the Commission, where these matters will be litigated and ultimately decided.

If there are any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel J. Lawton" followed by a stylized flourish or set of initials.

Daniel J. Lawton



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.17

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3394)

DOC ID: 3394

LEASE

THIS LEASE is made and entered into the ____ day of _____, 2015, by and between the **PORT OF LIBERTY, CHAMBERS LIBERTY COUNTIES NAVIGATION DISTRICT**, and the **CITY OF LIBERTY** (hereinafter referred to as "**Landlord**"), and **SCHLUMBERGER TECHNOLOGY CORPORATION, SUCCESSOR-IN-MERGER TO M-I L.L.C.** (hereinafter referred to as "**Tenant**").

1. Demised Premises. Landlord is the owner of certain real property, with improvements located thereon, commonly known as 1505 Fort Worth St., Liberty, Liberty County, Texas, as more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Leased Property**"). Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Property.
2. Term. The term of this Lease shall be for a period of one (1) year (the "**Lease Term**"), beginning effective on the 1st day of April, 2015, and terminating at midnight on the 31st day of March, 2016 (the "**Expiration Date**"), unless extended or terminated earlier as elsewhere herein provided. The Tenant shall have the right (the "**Renewal Option**"), but not the obligation, to extend the Term for two (2) renewal terms of one (1) year, at a rental rate mutually agreed upon by Landlord and Tenant. To exercise the Renewal Option, Tenant must give Landlord written notice of such election at least thirty (30) days prior to the expiration of the current renewal term. The Port of Liberty acting alone may negotiate the monthly rental (including an increased rental) and fix the same in any extension agreement agreed to by the Port of Liberty. However, the monthly rental shall not be reduced without the prior consent of the City of Liberty and the Chamber-Liberty Counties Navigation District. An extension shall not be granted if any condition of default by Tenant exists.
3. Rent. Tenant shall pay to Landlord, as the rent (the "**Rent**") during the Lease Term the sum of \$24,000.00 per annum, payable in twelve (12) monthly installments of \$2,000.00 per month. The Rent shall be payable on or before the first day of each month of the Lease Term. Payment shall be made at P.O. Box 3007, Liberty, TX 77575. Any monthly rental payment received by Landlord more than five (5) days after the due date shall incur a late payment fee of \$75.00, which shall be paid by Tenant to Landlord by the 20th day of the month for which the late payment is due.
4. Use of Leased Property. Tenant shall use the property for warehouse purposes and as a warehouse building for the sale of any and all of its lawful products and for the usual and customary business purposes related to such sales. Tenant shall have the right to use such property for any lawful purpose so long as such use is not hazardous or dangerous to occupants, tenants or visitors of adjacent or adjoining properties. During its use and occupancy of the property, Tenant shall comply with all rules, regulations, ordinances and statutes applicable to Tenant's operations on the property.

5. Governmental Compliance. Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and shall obtain and maintain all required licenses, permits, and approvals.
6. Utilities. Tenant shall be responsible for paying, prior to delinquency, any utility charges incurred by Tenant during the Lease Term.
7. Taxes. Landlord shall be responsible for any and all taxes levied upon the property and the buildings and permanent improvements thereon, except those levied upon the fixtures, appurtenances, inventory, stock in trade, tools, and all property and equipment belonging to Tenant.
8. Maintenance and Repairs. Except as otherwise provided below, Tenant shall be responsible for making all repairs to the property, including all damages to the property and the buildings and improvements thereon, caused by the acts or negligence of Tenant, its agents, customers, servants and employees. Tenant shall be responsible for the upkeep, maintenance, repair and replacement of all gas, electrical and plumbing fixtures, interior partitions, driveways and parking facilities, caused by ordinary wear and tear or the acts of Tenant, its agents, servants, customers, invitees or employees. The Landlord shall be responsible for the repair and upkeep of the roof and exterior walls of the building caused by ordinary wear and tear, and shall be responsible for all damages caused to the property and the building and improvements thereon, including roof, exterior walls, floors, electrical fixtures caused by its agents, servants and employees, act of God, riot, war, insurrection, fire, rising water, windstorm and tornado; and in the event of any such damage, Landlord shall use reasonable diligence in causing repairs to be made to the damaged portions of the property. As the owner of improvements Landlord may keep them insured against loss as it may elect, but Landlord is not required to do so. Tenant shall be obligated to provide insurance coverage on its personal properties and Landlord shall not be held liable for any loss or damage to same. Tenant shall not be responsible for the payment of rent for the property during any period of time it is denied the entire use thereof because of repairs resulting from the damage or destruction of said building by acts of God, riot, war, insurrection, fire, rising water, windstorm, and tornado. Tenant further agrees that during its occupancy it shall keep and maintain its machinery, equipment, fixtures and appurtenances in such condition and manner so as to prevent any loss, damage or injury to persons, property or business of third persons, including, but not limited to the owners, occupants and invitees of businesses on adjoining premises.
9. Alterations and Improvements. The Tenant shall not make any alterations to the warehouse buildings or permanent improvements located on the property, and material alterations are to be made by Tenant to the interior of the building unless authorized in writing by the PORT OF LIBERTY; however, Tenant shall have the right to change or install removable partitions and divisions in the interior of the warehouse building so as to better utilize the space for its business; and all permanent improvements, alterations and addition made by Tenant to the property or buildings thereon during the term hereof shall, upon the expiration of this lease for whatever cause, become the property of the Landlord, but all removable fixtures, equipment, additions and improvements made by Tenant shall remain the property of Tenant, and upon Tenant's compliance with the terms of this lease, may be removed by

Tenant upon the termination of this lease, but Tenant shall repair and repaint subsequent to such removal. No mechanic's, materialmen's or similar liens shall be allowed on the Leased Property and same shall be removed by Tenant.

10. Signage. Tenant shall have the right to erect signs on the Leased Property.
11. Insurance.
 - a. During the term of this lease and any extension hereof the Tenant shall at all times keep in force certain insurance coverages with the Landlord as additional insureds thereon, to the extent of Tenant's liability under this Lease, but such required coverages shall be only those reasonably related to Tenant's activities on the property pursuant to this lease. Such coverages shall include, but not be limited to, public liability, comprehensive and/or umbrella coverages, property damage, and such other coverages as Landlord may require from time to time upon written notice to Tenant. Such coverages shall be in at least the amounts now carried by Tenant and as described in the attached certificate of coverage provided by Tenant, which is contained in the attached Exhibit "A". Upon written notice from Landlord, Tenant shall be required to increase any or all of such coverages as may be reasonably required by Landlord.
 - b. Upon request by Landlord, Tenant shall furnish to Landlord certificates of insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder. Landlord makes no representation that the minimum limits of liability specified to be carried by Tenant are adequate to protect Tenant. Tenant shall provide any such additional coverage as Tenant deems adequate. Upon the request of Tenant, Landlord shall be provided certificates of insurance and such other evidence satisfactory to Tenant of the maintenance of all insurance coverages required hereunder. Tenant shall cause Landlord to be named as an additional insured under its insurance policy
 - c. The parties desire to avoid liability to each other's insurers. Thus, Landlord and Tenant each for itself and for any person or entity claiming through it (including any insurance company claiming by way of subrogation), hereby waives any and every claim which arises or may arise in its favor against the other party hereto and the other party's officers, directors and employees for any and all loss of or damage to property, to the extent (but only to the extent) that the waiving party who suffers such loss or damage is actually compensated by insurance or would be compensated by the insurance policies contemplated herein if such policies were maintained as required hereby. Each party agrees to have such insurance policies properly endorsed so as to make them valid notwithstanding this waiver, if such endorsement is required to prevent a loss of insurance.

12. Condemnation. If the Leased Property or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "**Condemnation**"), this Lease shall terminate as to the part so taken as of the date the proportionately. Tenant shall have the right to claim directly from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures, and leasehold improvements, to the extent such improvements were made by Tenant, if such claim can be made separate and apart from any award to Landlord. Landlord shall repair any damage to the structure of the Leased Property caused by such Condemnation. If Tenant, in its sole discretion, determines that the Leased Property is no longer suitable for Tenant's intended use, Tenant may elect to terminate this Lease by notifying Landlord of its election within ninety (90) days of the date the condemning authority takes possession.
13. Environmental Covenants and Indemnity.
- a. Tenant shall at all times from the date of this Lease until the termination of this Lease, at its sole expense: (i) comply in all material respects with all applicable Environmental Requirements (hereafter defined) relating to the Leased Property and the use of the Leased Property by Tenant, and (ii) promptly following the discovery by Tenant, deliver to Landlord notice of any event that would render any representation or warranty contained herein incorrect in any respect if made at the time of such discovery. Tenant shall indemnify, defend and save and hold harmless Landlord from and against any and all losses, liabilities, damages, costs, and expenses suffered or incurred by Landlord as a result of: (x) the future or past occurrence of any Environmental Activity by Tenant or Tenant's predecessor-in-merger under a prior lease between Landlord and such predecessor for the Leased Property that fails to comply with all then applicable Environmental Requirements relating to the use of the Leased Property by Tenant; or (y) any investigation, inquiry, order, hearing, action or other proceedings by or before any governmental agency which has resulted directly from any Environmental Activity relating to the use of the Leased Property by Tenant. Notwithstanding anything herein to the contrary, Tenant shall not indemnify Landlord for (i) any Environmental Activity which occurred prior to Tenant taking possession of the Leased Property under this or any other lease to Tenant; (ii) any prior failure of Landlord to observe Environmental Requirements; (iii) any Environmental Activity which occurs after Tenant takes possession of the Leased Property, but is due to Landlord's or its agents, employees, invitees, or licensees (other than Tenant) presence or activities on the Leased Property; or (iv) acts of third parties outside the reasonable or actual control of Tenant. The indemnity contained in this provision shall survive the expiration or earlier termination of this Lease.
 - b. Landlord represents that Landlord has, prior to the date of possession by Tenant, to the best of its knowledge complied in all material respects with

all applicable Environmental Requirements relating to the Leased Property and the use of the Leased Property.

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

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

- a. The failure of Tenant to pay the Rent, any part thereof or other sum of charge when due, which failure continues for five (5) days after written notice thereof from Landlord to Tenant; or
- b. Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, if the cure of such default cannot be effected or completed within thirty (30) days, Tenant shall not be in default if Tenant has commenced and is diligently pursuing such cure within the thirty (30) day period; or
- c. If Tenant shall be adjudicated bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the Bankruptcy Code, or if such a petition be filed by creditors of Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law.

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

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

- a. In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay Landlord, at the Landlord's address herein indicated, the sum of all Rent and other indebtedness accrued to the date of such termination.
 - b. In the event Landlord elects to terminate the Lease by reason of an event of Default, in lieu of exercising the rights of Landlord under the preceding subparagraph, Landlord may instead hold Tenant liable for all Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination by Landlord until date which would have been the date of expiration of the Lease Term (had Landlord not elected to terminate the Lease on account of such event of default) diminished by any net sums thereafter received by Landlord through reletting the Leased Property during said period (after deducting expenses incurred by Landlord for reletting as above provided) and discounted for present value. Actions to collect amounts due by Tenant to Landlord may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to receive any excess of Rent (or Rent plus other sums) obtained by reletting over and above the Rent herein reserved.
16. Landlord's Lien. Landlord expressly waives any and all liens, express or implied, statutory or contractual, that would otherwise serve to secure Tenant's obligations hereunder.
17. Quiet Possession. Tenant, upon paying the amounts provided for herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the Lease Term without any disturbance from Landlord or from any other person. However, Landlord, may, enter the premises pursuant to paragraph 21 below.
18. Default by Landlord. If Landlord shall fail or refuse to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, Tenant shall provide Landlord written notice of such default and a thirty (30) day period to cure such default, prior to Tenant exercising any of Tenant's remedies under Texas law.
19. Assignment and Subletting. Except as to its affiliates, Tenant shall not have the right to sublet any part of the property or to assign any interest in this lease without first obtaining the prior written consent of Landlord, which shall not be unreasonably withheld. The terms of this lease shall not be altered by any such assignment and Tenant, despite any approved assignment, shall remain liable for the full performance of this lease and for all timely payments under this lease upon any such subleasing.

20. Entry by Landlord. Landlord and/or Landlord's agents shall have the right to enter the Leased Property upon reasonable notice to Tenant (such notice may be oral, but no notice shall be required in the case of any emergency) for any purpose which Landlord may reasonably deem necessary for the maintenance and/or repair (without implying any obligation of Landlord to repair unless expressly provided herein) of the Leased Property. In the event Landlord's representatives enter the Leased Property at any time other than in case of emergency, Landlord's representatives, employees, contractors, licensees and invitees must be accompanied by a representative of Tenant and must comply with all of the Tenant's safety protocols and policies. Landlord's representatives, employees, contractors, licensees and invitees enter the Leased Property at their own risk.
21. Holdover. If Tenant shall remain in possession of the Leased Property after the expiration or earlier termination of this Lease, then Tenant shall be deemed a tenant-at-will, terminable at any time, and shall pay the Rent at the rate of Rent prevailing on the date of such termination or expiration, and otherwise shall be subject to all of the terms and obligations of Tenant under this Lease.
22. Attorneys' Fees and Other Expenses. In the event either party hereto defaults in the faithful performance or observance of any of the terms, covenants, provisions, agreements or conditions contained in this Lease, the party in default shall be liable for and shall pay to the non-defaulting party all reasonable expenses incurred by such party in enforcing any of its remedies for such default, and if the non-defaulting party places the enforcement of all or any part of this Lease in the hands of an attorney, the party in default agrees to pay the non-defaulting party's reasonable attorneys' fees in connection therewith.
23. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.
24. Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant. Upon request by Landlord, Tenant shall deliver satisfactory evidence of such authority to Landlord. Each individual executing this Lease on behalf of Landlord represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the Landlord. Landlord represents and warrants that it is the owner in fee simple, of the Leased Property and has the right to enter into this Lease and no other party has any claim to or lien on the Leased Property.
25. Notice. Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be sent by electronic mail, United States mail, overnight mail, registered or certified, postage paid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. Any party hereto may change its

address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

To Landlord: Port of Liberty
PO Box 3007
Liberty, Texas 77575
Attn: Port President
GBroz@cityofliberty.org

To Tenant: Schlumberger Technology Corporation
155 Industrial Boulevard
Sugar Land, Texas 77478
Attn: North America Real Estate Manager
CMitschlatis@slb.com

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

26. Brokers. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any broker or agent with any respect to this Lease or the negotiation thereof. Landlord warrants that it has had no dealings with any broker or agent in connection with this Lease.
27. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease, not in any way affect this Lease.
28. Governing Law. The laws of the State of Texas shall govern the validity, construction, performance and effect of this Lease. If disputes arise under the performance of this lease which are not resolved informally, the parties agree that proper venue for enforcement of any provision of this contract shall be the District Courts of Liberty County Texas.
29. Binding Effects. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the legal representatives, successors and assigns of Landlord and Tenant, respectively.
30. Severability. If any term, covenant, or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

31. No Waiver. No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition of any subsequent breach thereof.
32. Time of the Essence. Time is of the essence if this Lease and all of the terms, covenants and conditions hereof.
33. Recording. A memorandum of this Lease may be recorded or filed for record by Tenant in any public records or governmental office.
34. Entire Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. This Lease supersedes and cancels any and all previous statements, negotiations, arrangements, agreements, and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease.
35. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument; provided, however, this Lease shall not be effective until a counterpart has been signed by each party to be bound hereby.

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

LANDLORD:

CITY OF LIBERTY

By: _____
 Name: _____
 Title: _____

PORT OF LIBERTY

By: Dennis Beasley
 Name: Dennis Beasley
 Title: President

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

A 2.955 acre tract of land out of Lot One (1), Outer Block Twenty-nine (29), City of Liberty, Abstract No. 359, Liberty County, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at a point South 01°08'00" West 228.38 feet and South 89°52'00" East 11.0 feet from the northwest corner of said Lot One (1), Outer Block Twenty-nine (29), a 5/8ths inch iron rod set on the east margin of Fort Worth Street for the northwest corner of this tract;

THENCE South 89°37'35" East 315.20 feet to a 5/8ths inch iron rod set for the first northeast corner of this tract;

THENCE South 01°08'00" West 137.0 feet to corner;

THENCE South 89°37'35" East 49.0 feet to a 5/8ths inch iron rod set on the west margin of the S.P.R.R. right-of-way for the second northeast corner of this tract;

THENCE South 22°06'05" West 98.80 feet along the west margin of the said S.P.R.R. right-of-way to a point of curve thereon, said curve having a degree of curve of 15° tangent 237.182 arc length 421.711;

THENCE Southwesterly along and with the above mentioned curve 421.711 feet to a 5/8ths inch iron rod on the east margin of Fort Worth Street for the southwest corner of the tract herein described;

THENCE North 00°08'00" East 458.0 feet along the east margin of said Fort Worth Street to the PLACE OF BEGINNING, together with all improvements thereon.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.18

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Wastewater Issues

COUNCIL ACTION (ID # 3396)

DOC ID: 3396



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.19

Meeting: 10/13/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

INFORMATION ITEM (ID # 3395)

DOC ID: 3395