



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, May 10, 2016

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 # 3500)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 3501)

Recycling Report - Councilperson Huddleston

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, April 12, 2016
2. Tuesday, April 26, 2016

B. Council Action (ID # 3502)

Consider the dates of March 24 & 25 for the 2017 Liberty Jubilee, and take any action deemed necessary.

VII. REGULAR AGENDA

A. Regular Session

1. Resolution (ID # 3503)

Canvass Returns of the City of Liberty General Election held on May 7, 2016, and approve the Resolution declaring the results.

2. Information Item (ID # 3504)

Oath of Office to be administered to newly elected officials. - Judge Mike Little

- Oath of Office Form (DOC)

3. Council Action (ID # 3505)

Elect a Mayor Pro-Tem.

4. Council Action (ID # 3506)

Consider appointments to the Planning & Zoning Commission.

5. Council Action (ID # 3507)

Consider appointments to the Liberty Community Development Corporation.

6. Public Hearing (ID # 3508)

Public Hearing on the Condemnation of the structure located at 1409 Cos Street.

- Agenda Item Form-Cos Street (DOCX)
- Cos Street Info (PDF)

7. Council Action (ID # 3509)

Consider an Order of Abatement for the structure located at 1409 Cos Street.

- Order of Abatement 1409 Cos (DOC)

8. Public Hearing (ID # 3510)

Public Hearing on the condemnation of the structure located at 109 Mimosa Street.

- Agenda Item Form-Mimosa St (DOCX)

- Mimosa Street Info (PDF)

9. Council Action (ID # 3511)

Consider an Order of Abatement for the structure located at 109 Mimosa Street.

- Order of Abatement 109 Mimosa (DOC)

10. Council Action (ID # 3518)

Consider a variance to the Manufactured Homes and Manufactured Home Parks Ordinance, Section 3.08.032 Location and replacement restrictions, and take any action deemed necessary.

- Agenda Form-Variance Minglewood-Manuf. Home (DOCX)
- Minglewood MH-Info (PDF)

11. Council Action (ID # 3519)

Consider a request to abandon the unimproved sixty (60) foot Sharon Lane Right-of-Way from the north right-of-way line of Briar Drive to the north approximately 294.45 feet, and take any action deemed necessary.

- Agenda Form-Sharon Lane ROW Abandonment (DOCX)
- Sharon Lane ROW Abandonment-Info (PDF)

12. Council Action (ID # 3512)

Consider a bid for Tax Resale Property described as a mobile home on Lot 21, Sec 1, Richardson, Label #RAD 1060704 (Church St., SLOF).

- Tax Sale Property-SLOF MH (PDF)

13. Council Action (ID # 3513)

Consider a bid for Tax Resale Property described as Liberty Inner Blocks, Block 119, Lot PT 2 Track 3 (Sam Houston St.).

- Tax Resale Property-Sam Houston (PDF)

14. Council Action (ID # 3514)

Discussion on providing transformers for Liberty High School upgrades, and take any action deemed necessary.

15. Council Action (ID # 3515)

Discussion regarding the City of Hardin and City of Ames wastewater flows, and take any action deemed necessary.

16. Council Action (ID # 3516)

Consider ratifying agreement with Bureau Veritas for Plan Review Services, and take any action deemed necessary.

- Bureau Veritas Agreement (PDF)

17. Council Action (ID # 3517)

Consider a vehicle purchase for the Liberty Fire Department, and take any action deemed necessary.

18. Council Action (ID # 3520)

Consider ratifying expenditures for emergency wastewater repairs on Lakeland Drive, and take any action deemed necessary.

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 6th day of May, 2016 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 _____, 2016.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3500)

DOC ID: 3500



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3501)

DOC ID: 3501



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, April 12, 2016

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. INVOCATION

The Invocation was given by Rev. Bell, Lily of the Valley Missionary Baptist Church.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Liberty Police Department Officer Ronnie Garcia.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

City Manager Gary Broz stated there would be a Special Called Meeting of the City Council on Tuesday, April 26, 2016.

Mayor Pickett reported on the Liberty ISD Education Foundation Freedom Ride held April 9, 2016. This bicycle ride featured four ride distances and was a huge success. All proceeds

Minutes Acceptance: Minutes of Apr 12, 2016 6:00 PM (Minutes Approval)

of this bicycle ride benefit the grant program for the Foundation.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3474)

Project Updates - City Mgr. - G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on current, and recently completed City projects to include electric upgrades, opening date for the Splash Pad, installation of a temporary pump at the North Well, Sam Rayburn Municipal Power Agency Buy-down receipt of \$1.4 million, Texas Water Development Board Loans for clean water and wastewater projects recently closed, and review of other City related projects.

B. Information Item (ID # 3475)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported that the next Shred Event will be held on Saturday, June 18, 2016, from 9 am - Noon.

C. Information Item (ID # 3476)

Planning & Zoning Commission Appointments - City Sec. D. Tidwell

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported on upcoming appointments to the Planning & Zoning Commission. Ms. Tidwell stated that this Board is comprised of five members who serve three-year terms, reporting that those members whose terms expire are Larry Wagnon and Alternate Mike Page. There is also a second alternate position that is currently vacant. Appointments will be made at the May 10th Council Meeting.

D. Information Item (ID # 3477)

Liberty Community Development Corporation Appointments - City Sec. D. Tidwell

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported on upcoming appointments to the Liberty Community Development Corporation. Ms. Tidwell stated that the Corporation is managed by a Board of seven members who serve two-year terms, reporting that those members whose terms expire are Dennis Beasley, Louie Potetz, Barbara Norwood and Mike McCarty. Appointments will be made at the May 10th Council Meeting.

Minutes Acceptance: Minutes of Apr 12, 2016 6:00 PM (Minutes Approval)

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, March 08, 2016
2. Tuesday, March 22, 2016

VII. REGULAR AGENDA**A. Executive Session**

Government Code §551.071

Private Consultation with Attorney on all subjects or matters authorized by law:

1. Consultation with Attorney - Hardin Sewer

At 6:05 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

B. Reconvene into Regular Session

At 6:32 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2016-25

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

COMMENTS - Current Meeting:

Motion was made to authorize the City Manager to move forward with the City of Hardin, as discussed in the Executive Session.

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

C. Regular Session

1. Council Action 2016-23

Consider purchase of transformers for the Electric Department.

COMMENTS - Current Meeting:

City Manager Gary Broz reviewed a list of current and needed padmount transformers, of various voltages, for the Electric Department. Discussion was held regarding building inventory, storage, transformer locations, and the three bids received for the purchase of five rebuilt transformers. Low bid was from T&R Electric Supply in the total amount of \$45,291.00.

A motion was made to accept the bid from T&R Electric Supply for the transformers, in the amount of \$45,291.00.

ATTACHMENTS:

- Transformer Purchase Info April 2016 (PDF)

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

2. Council Action 2016-24

Consider a bid for Tax Resale Property described as 000073 James Martin, Tract 325 and 000073 James Martin, Tract 16 216 (Minglewood).

COMMENTS - Current Meeting:

City Attorney Brandon Davis reported that an offer of \$16,000.00 was made for tax resale property located in the Minglewood Subdivision. The CAD value is \$26,360.00, and of the offered amount, \$5927.48 will be distributed to the City. Mr. Davis stated that this property consists of 5.5 acres, two accounts, however, only one piece of property. The property sale was previously approved by the school district and the County. A motion was made to accept the bid of \$16,000.00 for the tax resale property described as 000073 James Martin, Tract 325 and 000073 James Martin, Tract 16 216.

ATTACHMENTS:

- Tax Sale Property-Minglewood 2016 (PDF)

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

3. Council Action 2016-26

Discussion with a representative from Olson & Olson LLP regarding proposed annexation, and take any action deemed necessary.

COMMENTS - Current Meeting:

This agenda item was passed on.

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 6:50 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Apr 12, 2016 6:00 PM (Minutes Approval)



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

1829 Sam Houston
 Liberty, TX 77575
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Dianne Tidwell
 City Secretary
 (936) 336-3684

Tuesday, April 26, 2016

6:00 PM

City Council Chambers

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Frank Jordan	Councilperson	Absent	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	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.

III. PRESENTATIONS / REPORTS

1. Information Item (ID # 3482)

Project Updates - G. Broz, City Manager

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the following:

- 1) Several City utility poles have recently been struck by drivers
- 2) Utility pole fell over due to inclement weather

Minutes Acceptance: Minutes of Apr 26, 2016 6:00 PM (Minutes Approval)

4) LISD has requested assistance from the City on a new construction project relating to wiring and transformers.

2. Information Item (ID # 3483)

Finance Report - N. Herrington, Finance Director

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on financials from October 1, 2015 through March 31, 2016. Being six months into the fiscal year, the General Fund is on track with budgeted amounts, with the General Fund balance in the amount of \$3.2 million. The Finance Director further reviewed the status of the various funds, commenting that Sales Tax collections are at 50% of the budgeted amount and Property Tax collections are 99% of the budgeted amount.

3. Information Item (ID # 3484)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported that the next Shred Event would take place on June 18th. This event will include electronic recycling and roll-off containers for paper, plastic and aluminum.

4. Information Item (ID # 3485)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported that the Sam Rayburn Municipal Power Agency had elected officers at their most recent Board meeting. Mayor Pickett also stated that the Board had voted to distribute additional Cambridge Funds to each member city in the amount of \$2.5 million, each having now received a total of \$12 million.

5. Information Item (ID # 3486)

Hardin Sewer Report - G. Broz, City Manager

COMMENTS - Current Meeting:

City Manager Gary Broz reported on a handout relating to the City of Hardin's daily wastewater meter readings for portions of March and April, 2016. Mr. Broz reported that there are no concerns during good weather, however overflow becomes an issue when there is a rain event. After further discussion, Mr. Broz reported that he and City Attorney Brandon Davis will attend the next meeting of the Hardin City Council.

IV. REGULAR AGENDA

A. Regular Session

1. Council Action 2016-29

Minutes Acceptance: Minutes of Apr 26, 2016 6:00 PM (Minutes Approval)

Discussion with a representative from Olson & Olson LLP regarding proposed annexation, and take any action deemed necessary.

COMMENTS - Current Meeting:

Mr. Arthur Pertile, Olson & Olson LLP, was present to address the Council regarding the City's proposed annexation south along the Trinity River, and the annexation process. Mr. Pertile addressed various topics including growth plans, establishing a growth pattern, the exemption process, concerns regarding the extra-territorial jurisdiction, public hearings and publications, process timeline, voluntary and involuntary process, 380 agreements, and numerous other related issues.

At 7:35 p.m., Mayor Pickett called for a short recess.

At 7:40 p.m., Mayor Pickett reconvened the meeting.

RESULT:	NO ACTION TAKEN
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2. Ordinance 2016-8

Consider an Ordinance suspending the rates proposed by CenterPoint Energy Resources Corporation d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas Company's Gas Reliability Infrastructure Program (GRIP).

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the Ordinance into the record as follows:

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS SUSPENDING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ("CENTERPOINT" OR "COMPANY") COMPANY'S GAS RELIABILITY INFRASTRUCTURE PROGRAM ("GRIP") FILING MADE WITH THE CITY ON MARCH 31, 2016; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, DECLARING 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."

City Manager Gary Broz reported that this Ordinance relates to a rate increase proposed by CenterPoint Energy. The City has joined with other member cities as part of the Beaumont/East Texas Division Steering Committee to provide direction to attorneys that represent these cities regarding service rates. This Ordinance only suspends the effective date of the proposed rate increase until July 14, 2016.

A motion was made to adopt the Ordinance, as presented.

ATTACHMENTS:

- CenterPoint Info April 2016 (PDF)

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

3. Information Item (ID # 3490)

Discussion of solid waste collection services.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the City's current Solid Waste Collection Agreement with Waste Management (WM) expires September 30, 2016. The City is required to give WM a sixty (60) day notice of intent to renew or solicit bids. Mr. Broz further stated that he would like to work again with Councilperson Simonson and Councilperson Huddleston to review the available options for these services. Both Council Members agreed to work with management on this project.

4. Council Action 2016-30

Discussion of the recent 2016 Liberty Jubilee budget, future plans, other related issues, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reviewed a handout of the 2016 Liberty Jubilee revenues and expenditures. Mr. Broz stated that a steering committee is to be formed to review the recent festival and discuss those ideas that work well and areas that need to be improved upon. Mr. Broz asked if any of the Council Members would be willing to serve on this committee. Councilperson Simonson and Huddleston agreed to participate.

ATTACHMENTS:

- 2016 Jubilee Rev & Exp (PDF)

RESULT:	NO ACTION TAKEN
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5. Council Action 2016-31

Consider the purchase of a vehicle for the Liberty Fire Department, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz and Fire Chief Brian Hurst reported on the proposed purchase of a new vehicle for the Liberty Fire Department. Requested was a Chevrolet Tahoe to serve as a Command Vehicle which would be financed from the Fixed Asset Fund, \$40,000 which was budgeted for the vehicle. Total cost of the vehicle is \$48,852.00 and would be purchased through the Houston-Galveston Area Council BuyBoard. After discussion regarding the cost, local vendors, service and maintenance, and other related issues, it was determined that a quote should be acquired from the local Ford dealer and this item to be brought back for Council action at the meeting scheduled for May 10, 2016.

ATTACHMENTS:

- FD Vehicle Info-April 2016 (PDF)

RESULT: NO ACTION TAKEN

B. Executive Session

1. Gov. Code §551.087

Deliberation Regarding Economic Development Negotiation - Hacienda San Lorenzo.

2. Gov. Code. §551.074 - Personnel Matters.

Discussion of the City Manager's Duties and Responsibilities.

At 8:00 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:34 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2016-27

Consider and take action, if any, on discussion held in the Executive Session regarding Hacienda San Lorenzo.

COMMENTS - Current Meeting:

This agenda item was passed on.

RESULT: NO ACTION TAKEN

2. Council Action 2016-28

Consider and take action, if any, on discussion held in the Executive Session regarding the City Manager's duties and responsibilities.

RESULT: NO ACTION TAKEN

V. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:35 p.m.

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Minutes Acceptance: Minutes of Apr 26, 2016 6:00 PM (Minutes Approval)

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Apr 26, 2016 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Jubilee

COUNCIL ACTION (ID # 3502)

DOC ID: 3502



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Elections

RESOLUTION (ID # 3503)

DOC ID: 3503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION OF MAY 7, 2016

WHEREAS, there was held in the City of Liberty, Texas on the 7th day of May, 2016, a General Election duly ordered by the City Council for the purpose of electing a Mayor and three Councilpersons, as shown in the official returns heretofore.

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

That said election was duly called and notice thereof given in accordance with the laws of the Texas Election Code; that said election was held in the manner required by the Texas Election Code, and that due returns of said election have been made by the proper office.

That it is further found and determined that the results of the General Election as canvassed and tabulated reflect the expressed desires of those persons voting at said election. The returns of said election are as follows:

GENERAL ELECTION

<u>NAME OF CANDIDATE</u>	<u>NUMBER OF VOTES RECEIVED</u>
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MAYOR

Carl Pickett

COUNCILPERSON

Frank Jordan

Louie Potetz

Paul Glazener

David W. Arnold

Cullen Potetz

Kelly D. McCain

The following candidates are hereby declared elected:

MAYOR -

Carl Pickett

COUNCILPERSONS -

PASSED AND APPROVED THIS THE 10th DAY OF MAY, 2016.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Election Information

INFORMATION ITEM (ID # 3504)

DOC ID: 3504

In the name and by the authority of

The State of Texas
and
The City of Liberty

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council Member for the City of Liberty, Texas and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

§ State of Texas
§ County of Liberty

SWORN TO and subscribed before me by affiant on this 10th
day of May, 2016.

Signature of Notary Public or Other
Officer Administering Oath

Michael Little
Printed Name

Municipal Court Judge
Title

(seal)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3505)

DOC ID: 3505

EXPLANATION:

City Charter Section §3.04 states that the City Council, at its first meeting after election of Council Members, shall elect one of its' members as Mayor Pro Tem. He/she shall perform all duties of the Mayor in the absence or disability of the Mayor.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3506)

DOC ID: 3506

EXPLANATION:

Appointments to the Planning & Zoning Commission are made on or after May 1st of each year. The Commission is comprised of five members who are qualified voters of the City and are appointed by City Council to serve three-year terms.

Those members whose terms expire: Larry Wagnon and Alternate Mike Page. There is a second alternate position that has been vacant for some time. Both members have agreed to serve again, if re-appointed. Mr. Ryan Daniel has also submitted his name and would be willing to serve on the Board.

Other Commission Members: Shelli Ellerbe, Mark Campbell, Bill Takach and Kim Anderson.

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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3507)

DOC ID: 3507

EXPLANATION:

The Liberty Community Development Corporation is managed by a Board of seven members. All members are appointed by the City Council for two-year terms. Four of the seven members shall be persons who are not employees, officers of the City, or members of City Council.

This information provides Council the opportunity to consider individuals to serve on the Board; appointments are scheduled to be made at the May Council Meeting. Those members whose terms expire: Dennis Beasley, Louie Potetz, Barbara Norwood, and Mike McCarty. All of these Board Members have agreed to serve again, if re-appointed.

Other Board Members: David Arnold, Leslie Herndon and Mark Campbell.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 3508)

DOC ID: 3508

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: May 10, 2016
Agenda Item No. VII.A.6
Agenda Wording: Public Hearing on the Condemnation of the Structure Located at 1409 Cos
Department: Public Works/Inspections
Subject: All buildings or structures which are unsafe, unsanitary or do not provide adequate egress or which constitute a fire hazard or are otherwise dangerous to human life or which in relation to existing use constitutes a hazard to safety or health are considered unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the Liberty Code of Ordinance.
Background: The structure at 1409 Cos was damaged by a fire in August 2015. After the fire the home was not secured creating an unsafe environment for the surrounding residents.
Fiscal Impact: If not demolished by the property owner, the City will incur the cost of demolition of the structure and will place a lien on the property for the demolition and associated costs.
Staff Recommendation: Staff recommends that the structure at 1409 Cos be declared a public nuisance and demolished within thirty (30) days. It is also recommended that if not demolished within the thirty (30) days, the City Manager or his designee is authorized to secure the demolition.
Purpose: To eliminate a hazard to public health, safety and welfare.

Attachment: Agenda Item Form-Cos Street (3508 : PH-1409 Cos Street)

Conditions Rendering Buildings/ Structure Hazardous and/or Dangerous

Owners Name: NUNES GISLENE PEREIRA & WILSON JOEL L

Mailing Address: PO Box 640, Hardin, TX 77561

Property Description: LIBERTY INNER BLOCKS, BLOCK 69, LOT PT 3 4 TR 7, ACRES .2487

Street Address: 1409 Cos

UNSAFE BUILDINGS: All buildings or structures which are unsafe, unsanitary, or do not provide adequate egress, or which constitutes a fire hazard, or are otherwise dangerous to human life, or which constitutes a hazard to safety or health, are considered unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of Chapter 6 of the Liberty Code of Ordinances.

1. Lack of hot and cold water running to plumbing fixtures in bathroom and kitchen.
2. Improper sewage disposal system in bathroom and kitchen.
3. Lack of adequate heating facilities.
4. Lack of required ventilating equipment.
5. Lack of required electrical lighting.
6. Dampness of habitable rooms.
7. Infestation of insect, vermin and rodents.
8. General dilapidation and improper maintenance of all heating and plumbing facilities.
9. Lack of adequate garbage and rubbish storage and removal facilities.
10. Deteriorated and inadequate foundations.
11. Defective and deteriorated flooring and floor supports.
12. Members of wall, partitions and other vertical supports have split, lead, list and/or buckle due to defect deterioration.
13. Members of ceilings, roofs, ceiling and roof supports and other horizontal members have sagged, split and/or buckled due to defect and deterioration.
14. Hazardous wiring which is not connected and cannot be connected due to defective maintenance and deterioration.
15. Hazardous plumbing which is not connected and cannot be connected due to defective maintenance and deterioration.
16. Faulty weather protection.
17. Serious fire hazard.
18. Hazardous and unsanitary premises with and accumulation of junk, debris and garbage which constitutes a fire, health and safety hazard.
19. The building structure or portion thereof as a result of decay, deterioration or dilapidations has or is likely to fully or partially collapse.
20. The building structure or portion thereof is in such a condition that it constitutes a public nuisance.


Samantha Johnson
Code Enforcement Officer

April 12, 2016

Gislene Pereira Nunes **Certified # 7010 0780 0001 8230 0344**
PO Box 640
Hardin, TX 77561

Gislene Pereira Nunes **Certified # 7010 0780 0001 8230 0351**
1302 Spillers Ln.
Houston, TX 77043

Joel Lynn Wilson **Certified # 7010 0780 0001 8230 0368**
PO Box 640
Hardin, TX 77561

Joel Lynn Wilson **Certified # 7010 0780 0001 8230 0375**
225 CR 2354
Hardin, TX 77561

1409 Cos. **Posted on Property**
Liberty, TX 77575

NOTICE OF HEARING

City of Liberty, Liberty County, Texas

You are hereby given notice that a hearing will be held before the Liberty City Council at **6:00 o'clock p.m. on May 10, 2016 at the Liberty City Hall, 1829 Sam Houston Street, Liberty, Texas 77575** to determine if the building located at **1409 Cos, Liberty, Texas, 77575**, legal description being **Liberty Inner Blocks, Block 69, part of lots 3 and 4, tract 7, .2487 acres Parcel ID 56192**, and is further described in the metes and bounds description attached as Exhibit A; complies with the standards set out in Chapter 6 of the Liberty Code of Ordinances, or if the structure should be ordered repaired, vacated and repaired, or demolished.

All interested persons who desire to be heard or who oppose the proposed order to repair, vacate and repair, or demolish the above described structure, shall appear at the above mentioned City Council hearing and show cause, if any, why the building or structure, or any portion thereof, involved in these proceedings should not be ordered repaired, vacated and repaired, or demolished. Your failure to appear shall constitute a waiver of your right to oppose any order of the City Council.

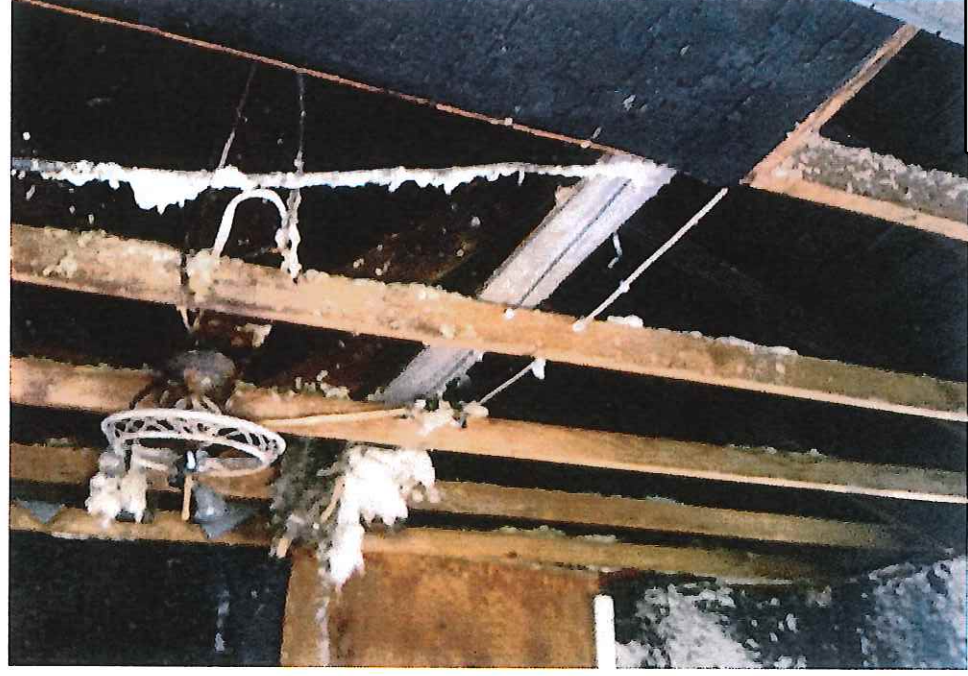
Proof and scope of work will be required to be presented at the hearing with a timeline for the proposed work, if applicable. Furthermore, if an extension is granted by City Council, specific time schedules for the commencement and performance of the work shall be required.

Furthermore, the amount of cost of abating such nuisance or demolishing said structure, and all incidental expenses associated therewith, if undertaken by the City of Liberty, shall constitute special assessments against the property on which the structure is located and as such, shall constitute a lien on said property.

Respectfully,

Samantha Johnson

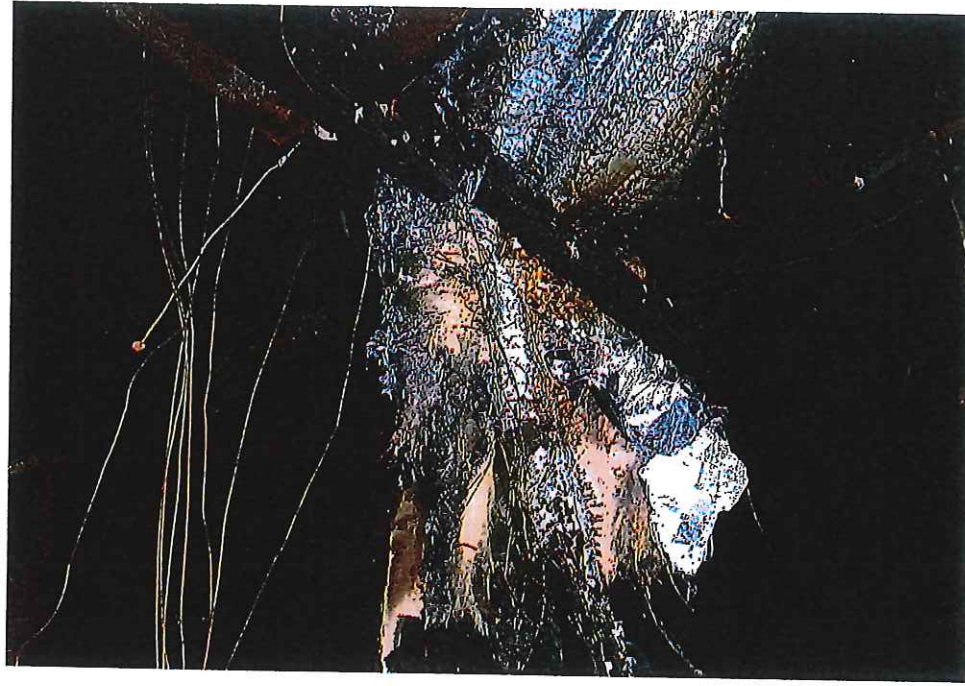
Code Enforcement Officer

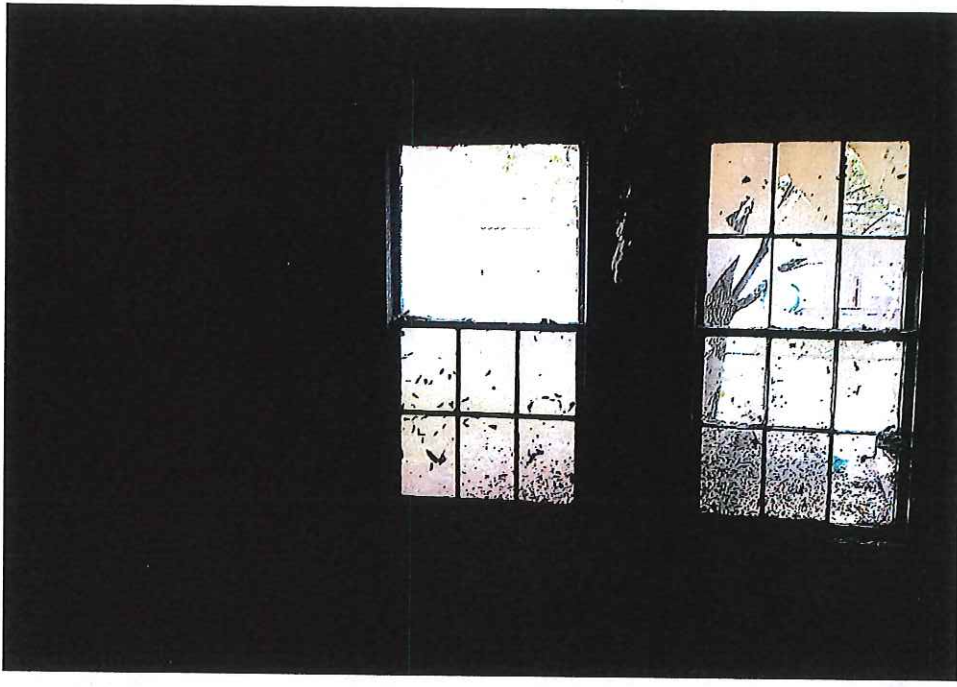






Attachment: Cos Street Info (3508 : PH-1409 Cos Street)











The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 3509)

DOC ID: 3509

City of Liberty
Order of Abatement

The City Council of the City of Liberty ("Council"), at a duly noticed public hearing, does hereby adopt the following Order of Abatement:

WHEREAS, it has come to the attention of Council that a building or structure located at 1409 Cos of the Town of Liberty with Liberty County Central Appraisal District Property ID # 56192 in the City of Liberty is reported to be or believed to be substandard under the terms of Chapter 6 of the Liberty Code of Ordinances; and

WHEREAS, Council has at a public hearing received and/or heard evidence that the structure(s) on the property described above have/has

- a. become substantially deteriorated through natural causes and/or from exposure to the elements (wind, hail, rain and storms), or
- b. become so structurally deteriorated and/or damaged that it/they are in danger of collapse, or
- c. become a fire hazard due to the substantial deterioration of the building or structure; or
- d. failed to be constructed in conformity with the City Building Code; or
- e. become a hazard to the health and/or safety of the general public, including all conditions conducive to the harboring of rats, mice, and other disease carrying animals and/or insects, including such conditions that may be hazardous to safety, such as inadequate bracing or the use of deteriorated materials.

WHEREAS, Council has received and/or heard evidence that the City has made a diligent effort to determine the identity and address of any owner, lienholder, or mortgagee by searching the following records:

- a. county real property records of Liberty County;
- b. appraisal district records of Liberty County;
- c. records of the secretary of state;
- d. assumed name records of Liberty County;
- e. tax records of the City of Liberty; and
- f. utility records of the City of Liberty.

and has given notice of the public hearing held on this day regarding the substandard structure.

WHEREAS, the Council, having the authority to order abatement of substandard structures pursuant to Chapter 6 of the Liberty Code of Ordinances and Chapter 214 of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED, THAT the City Council of the City of Liberty hereby

finds that this property is a public nuisance, and ORDERS the abatement of the condition of the identified property by removal of the structure(s) thereon, within 30 days of this ORDER. The City Council further authorizes the City Manager or other City officials to secure the demolition of the structure(s) on the identified property if the structures have not been removed within 30 days of this ORDER, and place a lien on the land for costs associated with such demolition and removal according to law ; and

Part 1: That the notice of this public hearing was made or attempted with the efforts outlined in Chapter 214 of the Local Government Code.

Part 2: That it is hereby determined that the identified structure is in fact a structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare.

Part 3: That public necessity requires the demolition and removal of the identified structure.

Part 4: That this resolution shall take effect immediately from and after its passage.

I certify that the foregoing is a true and correct copy of the resolution/order duly adopted by the City Council of the City of Liberty. This Order of Abatement shall be maintained with the official minutes of the City Council of the City of Liberty

In witness whereof, I have hereunto set my hand on this the 10th day of May 2016.

By: _____
 Carl Pickett,
 Mayor,
 City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Condemnations

PUBLIC HEARING (ID # 3510)

DOC ID: 3510

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: May 10, 2016
Agenda Item No. VII.A.8
Agenda Wording: Public Hearing on the Condemnation of the Structure Located at 109 Mimosa
Department: Public Works/Inspections
Subject: All buildings or structures which are unsafe, unsanitary or do not provide adequate egress or which constitute a fire hazard or are otherwise dangerous to human life or which in relation to existing use constitutes a hazard to safety or health are considered unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the Liberty Code of Ordinance.
Background: The structure at 109 Mimosa was damaged by a fire in July 2015. After the fire the home was not secured creating an unsafe environment for the surrounding residents.
Fiscal Impact: If not demolished by the property owner, the City will incur the cost of demolition of the structure and will place a lien on the property for the demolition and associated costs.
Staff Recommendation: Staff recommends that the structure at 109 Mimosa be declared a public nuisance and demolished within thirty (30) days. It is also recommended that if not demolished within the thirty (30) days, the City Manager or his designee is authorized to secure the demolition.
Purpose: To eliminate a hazard to public health, safety and welfare.

Attachment: Agenda Item Form-Mimosa St (3510 : PH-109 Mimosa Street)

Conditions Rendering Buildings/ Structure Hazardous and/or Dangerous

Owners Name: LUNCEFORD B J

Mailing Address: 109 Mimosa, Liberty, TX 77575

Property Description: 000073 JAMES MARTIN, TRACT 144, ACRES 1.0

Street Address: 109 Mimosa

UNSAFE BUILDINGS: All buildings or structures which are unsafe, unsanitary, or do not provide adequate egress, or which constitutes a fire hazard, or are otherwise dangerous to human life, or which constitutes a hazard to safety or health, are considered unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of Chapter 6 of the Liberty Code of Ordinances.

1. Lack of hot and cold water running to plumbing fixtures in bathroom and kitchen.
2. Improper sewage disposal system in bathroom and kitchen.
3. Lack of adequate heating facilities.
4. Lack of required ventilating equipment.
5. Lack of required electrical lighting.
6. Dampness of habitable rooms.
7. Infestation of insect, vermin and rodents.
8. General dilapidation and improper maintenance of all heating and plumbing facilities.
9. Lack of adequate garbage and rubbish storage and removal facilities.
10. Deteriorated and inadequate foundations.
11. Defective and deteriorated flooring and floor supports.
12. Members of wall, partitions and other vertical supports have split, lead, list and/or buckle due to defect deterioration.
13. Members of ceilings, roofs, ceiling and roof supports and other horizontal members have sagged, split and/or buckled due to defect and deterioration.
14. Hazardous wiring which is not connected and cannot be connected due to defective maintenance and deterioration.
15. Hazardous plumbing which is not connected and cannot be connected due to defective maintenance and deterioration.
16. Faulty weather protection.
17. Serious fire hazard.
18. Hazardous and unsanitary premises with and accumulation of junk, debris and garbage which constitutes a fire, health and safety hazard.
19. The building structure or portion thereof as a result of decay, deterioration or dilapidations has or is likely to fully or partially collapse.
20. The building structure or portion thereof is in such a condition that it constitutes a public nuisance.


Samantha Johnson
Code Enforcement Officer

April 12, 2016

Bobby Joe Lunceford **Certified # 7010 0780 0001 8230 0443**
109 Mimosa St.
Liberty, TX 77575

Bobby Joe Lunceford **Certified # 7010 0780 0001 8230 0436**
1206 North Travis
Liberty, TX 77575

Tricia Butler **Certified # 7010 0780 0001 8230 0429**
109 Mimosa St.
Liberty, TX 77575

Gwendolyn Patricia Lunceford **Certified # 7010 0780 0001 8230 0412**
109 Mimosa St.
Liberty, TX 77575

Prosperity Bank **Certified # 7010 0780 0001 8230 0405**
340 Main St.
Liberty, TX 77575

109 Mimosa **Posted on Property**
Liberty, TX 77575

NOTICE OF HEARING

City of Liberty, Liberty County, Texas

You are hereby given notice that a hearing will be held before the Liberty City Council at **6:00 o'clock p.m. on May 10, 2016 at the Liberty City Hall, 1829 Sam Houston Street, Liberty, Texas 77575** to determine if the building located at **109 Mimosa, Liberty, Texas, 77575**, legal description being **Tract 144 of the James Martin League, Abstract 73, 1.0 Acres, Parcel ID 16806**, and is further described in the metes and bounds description attached as Exhibit A;

complies with the standards set out in Chapter 6 of the Liberty Code of Ordinances, or if the structure should be ordered repaired, vacated and repaired, or demolished.

All interested persons who desire to be heard or who oppose the proposed order to repair, vacate and repair, or demolish the above described structure, shall appear at the above mentioned City Council hearing and show cause, if any, why the building or structure, or any portion thereof, involved in these proceedings should not be ordered repaired, vacated and repaired, or demolished. Your failure to appear shall constitute a waiver of your right to oppose any order of the City Council.

Proof and scope of work will be required to be presented at the hearing with a timeline for the proposed work, if applicable. Furthermore, if an extension is granted by City Council, specific time schedules for the commencement and performance of the work shall be required.

Furthermore, the amount of cost of abating such nuisance or demolishing said structure, and all incidental expenses associated therewith, if undertaken by the City of Liberty, shall constitute special assessments against the property on which the structure is located and as such, shall constitute a lien on said property.

Respectfully,

Samantha Johnson

Code Enforcement Officer





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 3511)

DOC ID: 3511

City of Liberty
Order of Abatement

The City Council of the City of Liberty ("Council"), at a duly noticed public hearing, does hereby adopt the following Order of Abatement:

WHEREAS, it has come to the attention of Council that a building or structure located at 109 Mimosa of the Town of Liberty with Liberty County Central Appraisal District Property ID # 16806 in the City of Liberty is reported to be or believed to be substandard under the terms of Chapter 6 of the Liberty Code of Ordinances; and

WHEREAS, Council has at a public hearing received and/or heard evidence that the structure(s) on the property described above have/has

- a. become substantially deteriorated through natural causes and/or from exposure to the elements (wind, hail, rain and storms), or
- b. become so structurally deteriorated and/or damaged that it/they are in danger of collapse, or
- c. become a fire hazard due to the substantial deterioration of the building or structure; or
- d. failed to be constructed in conformity with the City Building Code; or
- e. become a hazard to the health and/or safety of the general public, including all conditions conducive to the harboring of rats, mice, and other disease carrying animals and/or insects, including such conditions that may be hazardous to safety, such as inadequate bracing or the use of deteriorated materials.

WHEREAS, Council has received and/or heard evidence that the City has made a diligent effort to determine the identity and address of any owner, lienholder, or mortgagee by searching the following records:

- a. county real property records of Liberty County;
- b. appraisal district records of Liberty County;
- c. records of the secretary of state;
- d. assumed name records of Liberty County;
- e. tax records of the City of Liberty; and
- f. utility records of the City of Liberty.

and has given notice of the public hearing held on this day regarding the substandard structure.

WHEREAS, the Council, having the authority to order abatement of substandard structures pursuant to Chapter 6 of the Liberty Code of Ordinances and Chapter 214 of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED, THAT the City Council of the City of Liberty hereby

finds that this property is a public nuisance, and ORDERS the abatement of the condition of the identified property by removal of the structure(s) thereon, within 30 days of this ORDER. The City Council further authorizes the City Manager or other City officials to secure the demolition of the structure(s) on the identified property if the structures have not been removed within 30 days of this ORDER, and place a lien on the land for costs associated with such demolition and removal according to law ; and

Part 1: That the notice of this public hearing was made or attempted with the efforts outlined in Chapter 214 of the Local Government Code.

Part 2: That it is hereby determined that the identified structure is in fact a structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare.

Part 3: That public necessity requires the demolition and removal of the identified structure.

Part 4: That this resolution shall take effect immediately from and after its passage.

I certify that the foregoing is a true and correct copy of the resolution/order duly adopted by the City Council of the City of Liberty. This Order of Abatement shall be maintained with the official minutes of the City Council of the City of Liberty

In witness whereof, I have hereunto set my hand on this the 10th day of May 2016.

By: _____
Carl Pickett,
Mayor,
City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.10

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3518)

DOC ID: 3518

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: May 10, 2016
Agenda Item No. VII.A.10
Agenda Wording: Consider a variance to the Manufactured Homes and Manufactured Home Parks Ordinance, Section 3.08.032 Location and replacement restrictions and take any action deemed necessary.
Department: Public Works/Inspections
Subject: Variance for the property located at 1010 Minglewood Road
Background: The owner of the property at 1010 Minglewood Road, Mr. Eric Thomas, is requesting a variance to the Code of Ordinances, Manufactured Homes and Manufactured Home Parks, Section 3.08.032 Location and replacement restrictions. Although the property is within the non-restricted manufactured home area, the manufactured home to be installed is a 1999 model. The Code of Ordinances Section, 3.08.032 (b) states: Manufactured homes shall be permitted after February 14, 1999, only in the area denoted by the map attached to Ordinance 906, as amended, on file in the office of the city secretary, and made a part of this division. Any new or replacement manufactured home located in the non-restricted area of the city must be no more than ten (10) model years of age older than the current model year, and must satisfy the HUD-Code requirements. The Variance Application submitted by the applicant is enclosed. Additionally, a statement from the property owner to the Planning and Zoning Commission and pictures of the trailer are also enclosed with the Variance Application. On May 4, 2016, the Planning and Zoning Commission voted 3-0 to deny the variance.
Fiscal Impact: NA

Attachment: Agenda Form-Variance Minglewood-Manuf. Home (3518 : Variance-Manufactured Homes)

Staff Recommendation: Staff recommends denial of the variance.
Purpose: The manufactured home ordinance encourages the orderly development of manufactured homes within the City.

CITY OF LIBERTY

PLANNING & ZONING COMMISSION MEETING

May 4, 2016

Item 4:

The owner of the property at 1010 Minglewood Road, Mr. Eric Thomas, is requesting a variance to the Code of Ordinances, Manufactured Homes and Manufactured Home Parks, Section 3.08.032 Location and replacement restrictions. Although the property is not within the non-restricted manufactured home area, the manufactured home to be installed is a 1999 model.

The Code of Ordinances Section, 3.08.032 (b) states:

Manufactured homes shall be permitted after February 14, 1999, only in the area denoted by the map attached to Ordinance 906, as amended, on file in the office of the city secretary, and made a part of this division. Any new or replacement manufactured home located in the non-restricted area of the city must be no more than ten (10) model years of age older than the current model year, and must satisfy the HUD-Code requirements.

The Variance Application submitted by the applicant is enclosed. Additionally, a statement from the property owner to the Planning and Zoning Commission and pictures of the trailer are also enclosed with the Variance Application.

VARIANCE APPLICATION

Instructions:

1. Please type or print with ink.
2. Applications must be completed, and accompanied by all required materials at the time of submittal. Incomplete submittals will be returned to the applicant. The City of Liberty cannot guarantee a deadline extension to allow for the submittal of omitted information or materials.
3. Application must be signed by all legal owners of the subject property or by the legally authorized agent for the property owner(s). If the request will be processed by an agent, the application must be accompanied by a notarized "Designation of Agent Form" signed by all legal owners of the property.
4. The Following items shall accompany the application:
 - a. A copy of the deed(s) to the subject property verifying legal ownership.
 - b. A Legible site plan or plot plan of the subject property.
 - c. A letter describing in detail the reason(s) for the request and the hardship on which the request is based.
 - d. Other materials, as appropriate (i.e. photos, slides, drawings, plats, petitions, etc.)

Owner/Agent Information:

Name of Owner(s): Eric Thomas

Name of Agent, if applicable: _____

Phone Number: 936-346-7141

Fax Number: _____

Mailing Address: 1741 Taylor Hollow Rd. Blacksburg, VA 24060

Property Data:

Street address: 1010 Minglewood Rd.

Legal Description: Chesson Lot #16, Acres .4649

Variance Request:

I/ We, being the legal owner(s) or the agent for the legal owner(s) of the property described above, hereby request that the Planning and Zoning commission and City Council of the City of Liberty consider the following variance request to the City of Liberty Code of Ordinances:

List brief description and ordinance(s)

To put A mobile Home on the property. I feel that by putting A home Back on the property would greatly Improve the Lots, In looks And Value. Therefore Increasing the value And the property Taxes. The Mobile Home is A 1999 Home.

Reason/Hardship for the Variance:

In order to recommend approval of a variance, the Planning and Zoning Commission must make a finding of hardship. As noted in the instructions, **you must attach a letter** describing the reason for the request and the hardship on which the request is based, stating the grounds for the variance and all of the facts relied upon for the case.

Variance Review Criteria:

In order to make a finding of hardship, the Planning and Zoning Commission must determine that **all** of the following criteria are met. **State how your variance request meets these four criteria. Please note that the hardship cannot be based solely on financial or self-imposed conditions.** (Attach additional pages for multiple variance requests or if additional space is needed.)

1. The granting of the variance will not be detrimental to the public safety health, or welfare, be injurious to surrounding property, or violate the intent and purpose of the regulation:

No It wouldn't. I believe that by letting me put this Trailer on the property would make it less of an eye sore

2. The granting of the variance is not based on a hardship which is self-imposed:

The property is really not Big enough ~~for~~ to Build A house on. Its too narrow.

3. The hardship is not based solely on the cost of complying with the regulation:

The property has Always had A trailer on it since the early 80's, And No Its not Based on the cost.

4. The hardship is based on circumstances which are unique to the property for which the variance is sought, and not circumstances common to other properties:

The property needs to Have A trailer put BACK on it so It would
Be more pleasing to the eye of passers By.

Notice:

The City of Liberty does not enforce deed restrictions and cannot grant variances to deed restrictions. Any variance granted pursuant to this application and any building permit issued pursuant to such variance does not constitute or represent approval or authority to violate deed restrictions. A plat vacation and replat pursuant to Chapter 212, Texas Local Government Code may be required for such authority.

Signature(s) of Owner(s)/ Agent:

This is to certify that the information provided above is true and correct and that I am the owner of record of the property or the owner(s)' legally authorized agent.

Signature: Eric Date: 4-13-16

Signature: _____ Date: _____

For Office Use Only

Submittal Date: _____

Planning and Zoning Meeting Date: _____

City Council Meeting Date: _____

Received By: _____

For Office Use Only

Planning & Zoning Approval/Denial: _____

City Council Approval/Denial: _____

April 13, 2016

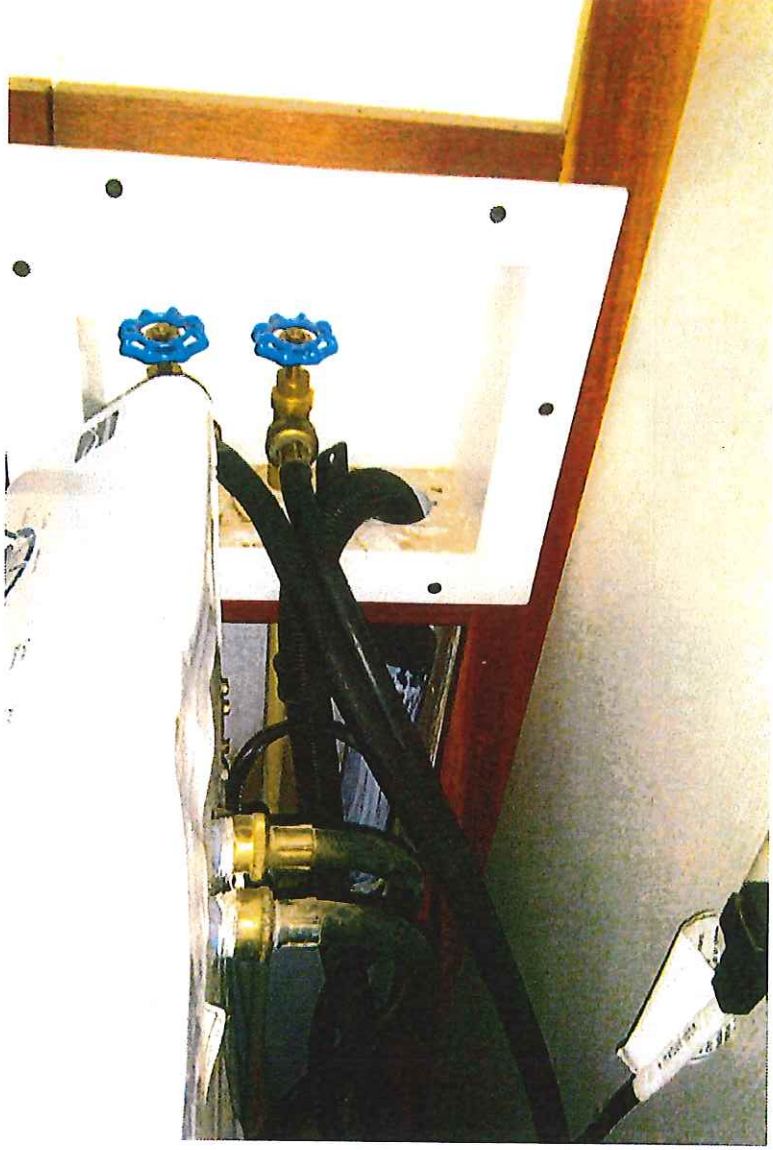
Planning and Zoning Commission,

My name is Eric Thomas, I'm requesting a Variance to put a Mobile home on my property in Liberty. The Property is located at 1010 Mingle Wood Rd. Liberty Tx 77575. The reason for needing the variance is I have a close friend that had his mobile home on some property in between Raywood and Hull Tx for sixteen years. He was leasing the property from an older Lady. She passed away not long ago and her family wanted him to move off of the property. He had to pack up 16 years of belongings and move. He has nowhere to put his trailer. He came to me with his dilemma and I'm more than willing to help him out. The mobile home has been well kept up. I feel that by giving me the Variance to allow him to put his mobile home on my property would not only help out a good friend but also generate more tax dollars on the property as well as improve the overall looks of the property. I live in Virginia now and travel all over the country for my job. I don't have much time to keep the up keep of the property as much as someone that would be living on the property.

Thank You For Your Time And Consideration,

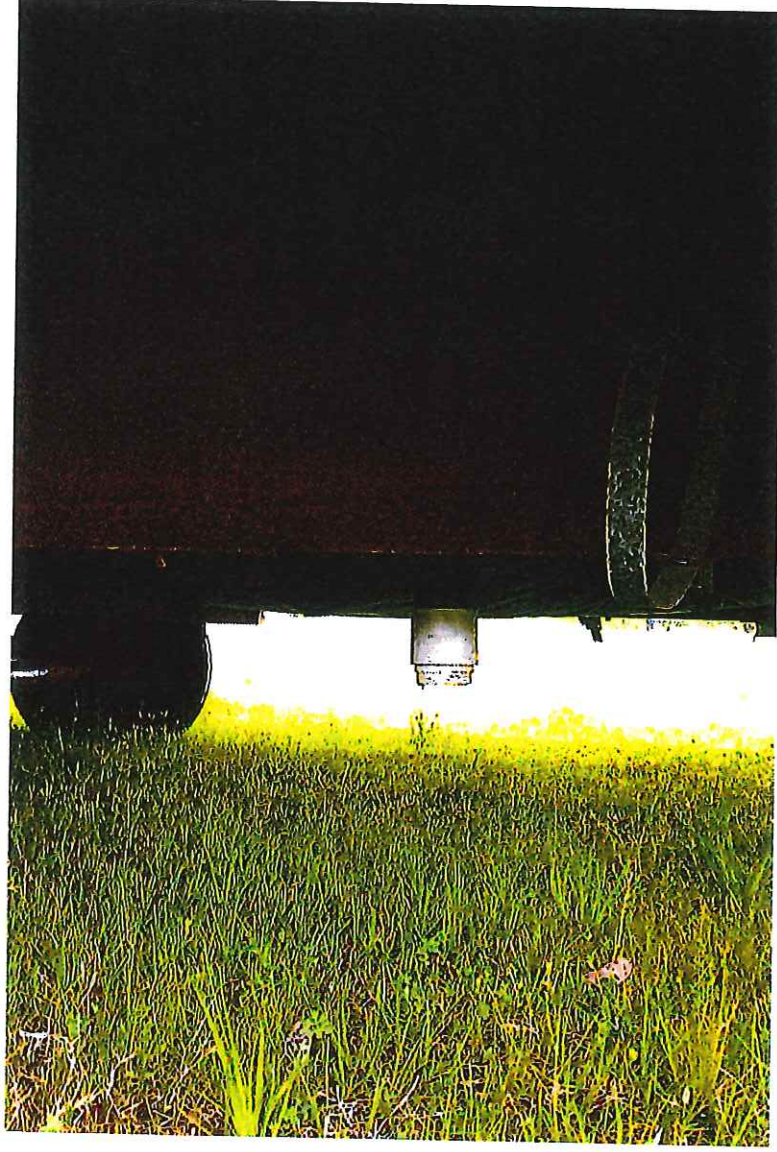
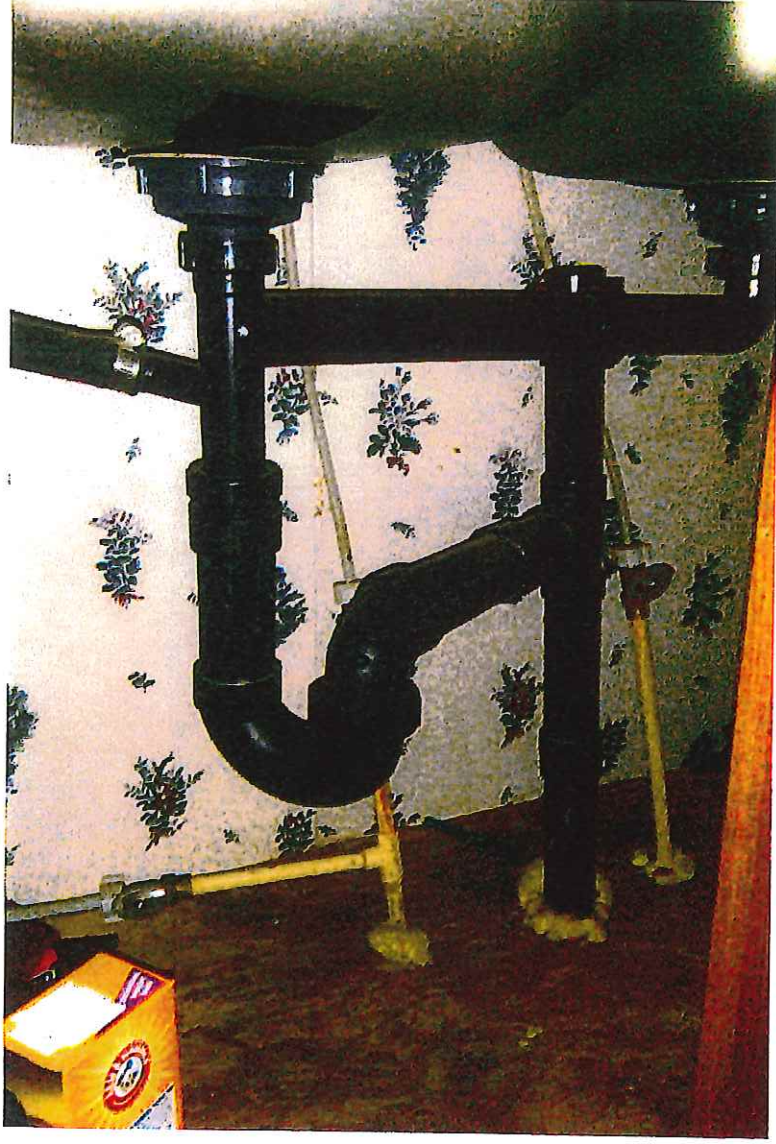
Eric Thomas





Attachment: Minglewood MH-Info (3518 : Variance-Manufactured Homes)

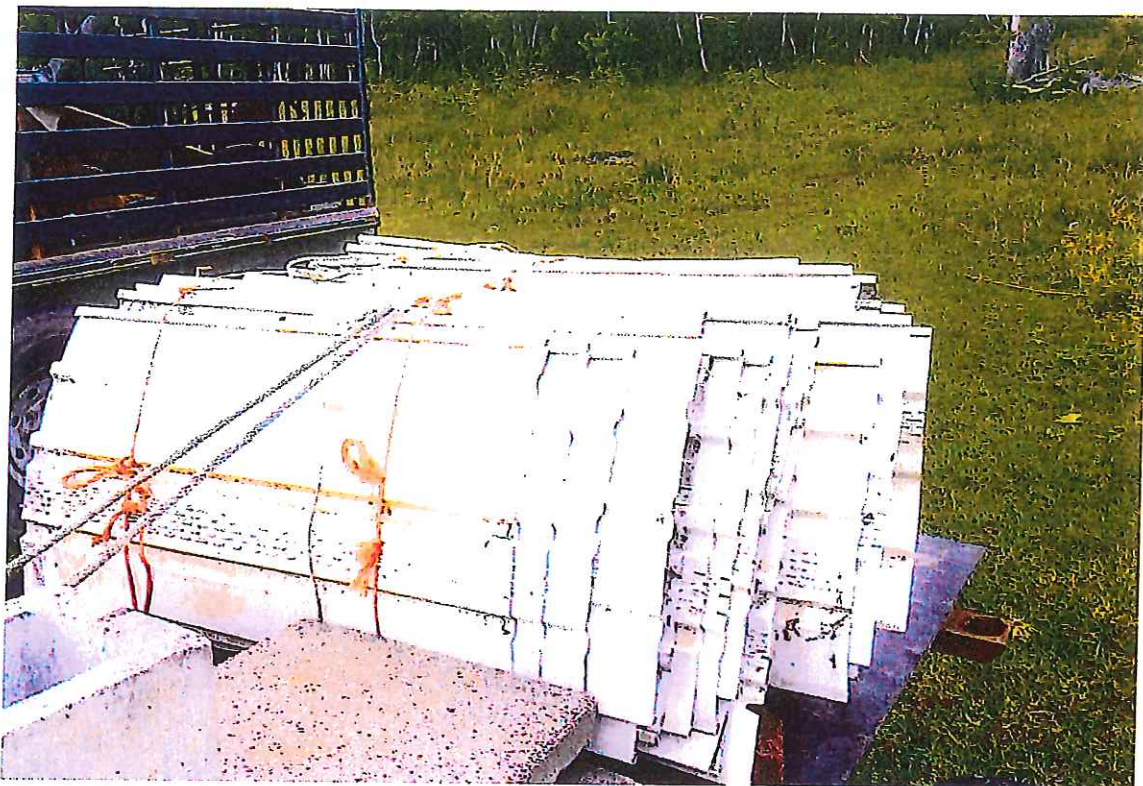






Attachment: Minglewood MH-Info (3518 : Variance-Manufactured Homes)









The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.11

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Variance Requests

COUNCIL ACTION (ID # 3519)

DOC ID: 3519

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: May 4, 2016
Agenda Item No. VII.A.11
Agenda Wording: Consider a request to abandon the unimproved sixty (60) foot Sharon Lane right-of-way from the north right-of-way line of Briar Drive to the north approximately 294.45 feet and take any action deemed necessary.
Department: Public Works/Inspections
Subject: Request to abandon the 294.45 foot unimproved right-of-way of Sharon Lane north of Briar Drive.
Background: The applicant for this item, Mr. Arnold Smart, is requesting the City abandoned the unimproved right-of-way of Sharon Lane north of Briar Drive. The Briargate Subdivision is located off of FM 563 and was Accepted, Approved and Authorized by the City of Liberty on November 25, 1969. Included in the subdivision was a sixty (60) right-of-way for Sharon Lane on the north and south sides of Briar Drive. Over the years, the section of Sharon Lane south of Briar Drive has been improved. However, the section north of Briar Drive has remained as an unimproved right-of-way. The property on both sides of Sharon Lane, north of Briar, are owned by the applicant. Additionally, the applicant owns the property at the northern most end of the Sharon Lane right-of-way. The applicant has indicated that his son wishes to construct a home on the northern end of the existing Sharon Lane right-of-way. An email from the applicant requesting the abandonment, the original subdivision plat and the current Liberty County CAD map are enclosed. The Planning and Zoning Commission considered this item during the May 4, 2016 meeting and voted 3-0 to approve the abandonment request.
Fiscal Impact: NA
Staff Recommendation: Staff recommends approval of the abandonment request.
Purpose: The abandonment will allow the construction of a new home within the City.

Attachment: Agenda Form-Sharon Lane ROW Abandonment (3519 : Sharon Lane ROW)

CITY OF LIBERTY

PLANNING & ZONING COMMISSION MEETING

May 4, 2016

Item 5:

The applicant for this item, Mr. Arnold Smart, is requesting the City abandoned the unimproved right-of-way of Sharon Lane north of Briar Drive. The Briargate Subdivision is located off of FM 563 and was Accepted, Approved and Authorized by the City of Liberty on November 25, 1969. Included in the subdivision was a sixty (60) right-of-way for Sharon Lane on the north and south sides of Briar Drive. Over the years, the section of Sharon Lane south of Briar Drive has been improved. However, the section north of Briar Drive has remained as an unimproved right-of-way.

The property on both sides of Sharon Lane, north of Briar, are owned by the applicant. Additionally, the applicant owns the property at the northern most end of the Sharon Lane right-of-way. The applicant has indicated that his son wishes to construct a home on the northern end of the existing Sharon Lane right-of-way. An email from the applicant requesting the abandonment, the original subdivision plat and the current Liberty County CAD map are enclosed.

Tom Warner

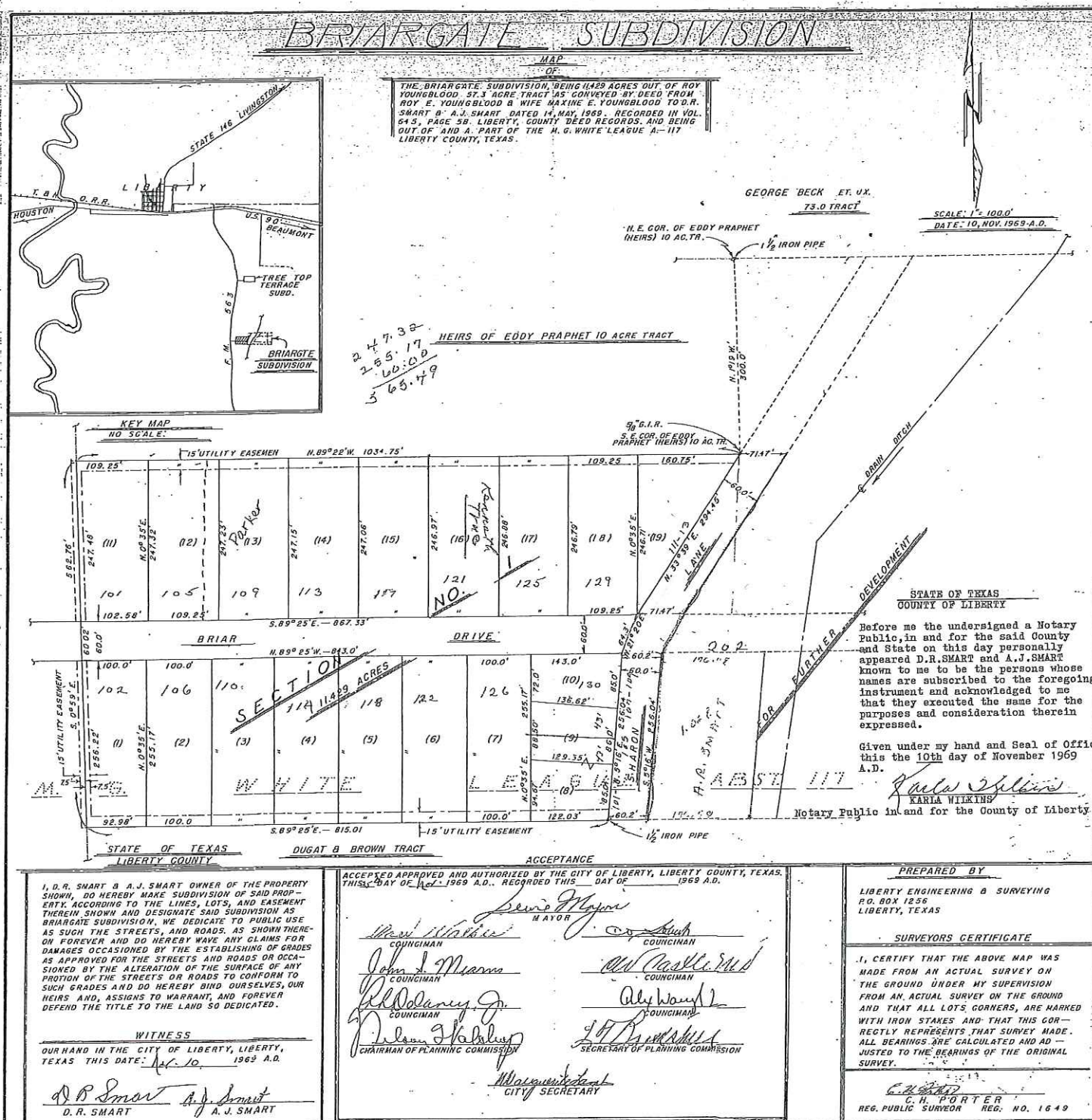
From: Arnold Smart <arnold@smartmaterialsinc.net>
Sent: Monday, April 25, 2016 2:50 PM
To: twarner@cityofliberty.org
Cc: jhill714@yahoo.com
Subject: Sharon Ln abandonment

Tom,

As per our conversation last Thursday, I'm writing to request that Sharon Ln, section north of Briar Ln in Briargate Sub, be abandoned by the City of Liberty. This section, while deeded to the city, has never been developed or maintained. I am the owner of existing property to the east, north and west of this section of Sharon Ln, and as mentioned Briar Ln is to the south. I appreciate your time and cooperation on this matter and look forward to hearing from you soon. Should you need to contact me you can reach me at 936-334-5867.

Thanks,

Arnold Smart

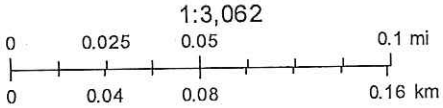


Sharon Lane Abandonment



- April 26, 2016
-  Parcels
 -  Abstracts

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



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



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.12

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 3512)

DOC ID: 3512

We have an offer on the following property:

Account numbers 007230-000018-020 (PID # 145773)

Mobile Home on Lot 21, Sec 1, Richardson, Label #RAD 1060704, and being further identified in the Tax Rolls of Liberty County as Account # 007230-000018-020.

Offeror: Name: Terry Duff
 Address: 111 Duff St.
 PO Box 214
 Liberty, Tx 77575
 Phone #: 936-334-9219

Tax owed:	Liberty ISD	\$ 8,264.66	=	50.63 %
	City of Liberty	\$ 3,592.07	=	22.00 %
	County	\$ 4,468.68	=	27.37 %

Total taxes owed: \$16,325.41

Offer:	\$ 2,000.00
Less court costs TX13101660	\$ 756.00
<u>Deed Filing Fee:</u>	<u>\$ 24.00</u>
Amount to be distributed:	\$ 1,220.00

Amount to be received by Liberty ISD	\$ 617.69
Amount to be received by City of Liberty	\$ 268.40
Amount to be received by County	<u>\$ 333.91</u>
	\$ 1,220.00

Total per cent recovered by 7.47 %

Total Base Tax \$ 7,849.98

Per cent of base amount recovered 15.54 %

CAD value (PID # 145773) \$ 23,060.00

Percent of CAD value recovered 5.29 %

Liberty County Strike Off Property

RESALE BIDDERS INFORMATION FORM**BUYER INFORMATION**

Name: Terry Duff
Address: 111 Duff St / PO Box 214
Liberty, TX 77575
Phone Number: 936 334 9219

PROPERTY INFORMATION

Suit # TX 13101660
Account # 007230-000018-020
Legal Description: Mobile home on Lot 21, Sec 6
Richardson, Label # RAD 1060704

PROPOSED BID INFORMATION

Amount of Bid: 2,000

A publication fee of \$250.00, \$24.00 for fee to file the deed and the amount of Court Costs will be deducted from this figure first and then the remaining amount is the figure to be distributed to the taxing authorities.

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

Return completed form to

David Taylor
Fielder, Gunter & Davis
1517 Trinity St
Liberty, TX 77575
Phone (936) 776-6985

Attachment: Tax Sale Property-SLOF MH (3512 : Tax Resale Property (SLOF))

Server: LIBERTYTAX

Database: LIBERTYCOUNTRY

User: TAXOFCBACK09152\Owner

Form: Account Status

Date: 4/5/2016 1:09:11 PM

Account	007230-000016-020	AD #	145773	I	N
Legal	MOBILE HOME ON LOT 21, SEC 1, RICHARDSON, LABEL# RAD1060704		Owner	DUFF BILLY SR 106 DUFF ST LIBERTY, TX 77575-397	
Refresh			Stat		
			Sup		

A Val	23,060	S Def		Deed		Acres	0.000000	Frozen Information		Fiduciaries	0 found
L Val	0	E Def		Vol	0	Sq Ft	0	No Frozen		Exemptions	0 found
I Val	23,060	Ag Def	0	Page	0	Inst	0	Roll	MH	NonBilled	0 Found
Loc	0000108 DUFF CHURCH ST.		Map#			04/05/2016		Today		Override P&I	Paid 10/18/2012

Receivables Detail Audit									
				Owner ID: 196476			Owner %: 100		
☐ Current/Due ☐ Prior Years ☒ All ☐ Select...				MH			Values	Year, Unit, Type	
Year	Status	Rec. Bal.	Pen. Due	Int. Due	Col. Pen	Total Due	Paid	Refund	
TOTAL									
		7,849.98	916.80	5,520.41	2,038.22	16,325.41	100.00	.00	
☒ 2015		629.67	50.37	18.88	.00	698.92	.00	.00	
☒ 2014	J	592.17	71.06	88.82	112.81	864.86	.00	.00	
☒ 2013	J	620.96	74.52	167.66	129.48	992.62	.00	.00	
☒ 2012	J	644.80	77.37	251.47	146.04	1,119.68	.00	.00	
☒ 2011	J	658.48	79.02	335.82	161.00	1,234.32	.00	.00	
☒ 2010	J	665.04	79.81	418.97	174.57	1,338.39	.00	.00	
☒ 2009	J	665.41	79.86	499.07	186.65	1,430.99	.00	.00	
☒ 2008	J	664.10	79.70	577.77	198.23	1,519.80	.00	.00	
☒ 2007	J	638.35	76.59	631.98	202.03	1,548.95	.00	.00	
☒ 2006	J	720.55	86.46	799.81	241.02	1,847.84	.00	.00	
☒ 2005	J	774.69	92.95	952.88	273.07	2,093.59	.00	.00	
☒ 2004	J	575.76	69.09	777.28	213.32	1,635.45	100.00	.00	

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



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

ACCOUNT: 007230-000018-020

2015+ Tax Statement

Statement Date: 04/05/2016	Property Location: 0000108 DUFF, CHURCH ST, SLOF
Owner: DUFF BILLY SR	Acres: 0
Mailing Address: 106 DUFF ST LIBERTY TX 77575-3971	Legal Description: MOBILE HOME ON LOT 21, SEC 1, RICHARDSON, LABEL# RAD1060704

Exemptions:

IMPROVEMENT VAL	APPRAISED VALUE				
23,060	23,060				
Taxing Entities	Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax	
CITY OF LIBERTY	0	23,060	0.590000	136.05	
LIBERTY COUNTY	0	23,060	0.578800	133.47	
LIBERTY CO HD #1	0	23,060	0.090000	20.75	
NAVIGATION SOUTH	0	23,060	0.017800	4.10	
LIBERTY ISD	0	23,060	1.394300	321.53	
WATER DISTRICT #5	0	23,060	0.059700	13.77	
TOTAL BASE TAX				629.67	

LAWSUIT: TX13101660

PENALTY & INTEREST 69.25
PRIOR YEARS 15,626.49

Total Amount Due 16,325.41

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

*LAWSUIT HAS BEEN FILED ON DELINQUENT TAXES. CALL (936) 336-4633 FOR ADDITIONAL AMOUNT DUE.

*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$19.19.

↓ Detach ↓

Detach and return this portion with your check payable to:

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

Delinquent Date: 02/01/2016

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



DUFF BILLY SR
106 DUFF ST
LIBERTY TX 77575-3971

2015 +Tax Statement
04/05/2016

Property Account Number
007230-000018-020

Total Amount Due \$16,325.41

OWNER: DUFF BILLY SR

PIDN: 145773

FID:
TX13101660

IF PAID IN	AMOUNT DUE
MAY	16,421.00
JUN	16,516.68
JUL	16,730.09
AUG	16,820.34
SEP	16,910.56
OCT	17,000.81

Liberty CAD eSearch

Property ID: 145773 For Year 2016

Property Details	
Account	
Property ID:	145773
Legal Description:	MOBILE HOME ON LOT 21, SEC 1, RICHARDSON, LABEL# RAD1060704
Geographic ID:	007230-000018-020
Agent Code:	
Type:	Mobile Home
Location	
Address:	108 DUFF, CHURCH ST, SLOF TX
Map ID:	29 C, 906
Neighborhood CD:	LISD01
Owner	
Owner ID:	196476
Name:	DUFF BILLY SR
Mailing Address:	106 DUFF ST LIBERTY, TX 77575-3971
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Attachment: Tax Sale Property-SLOF MH (3512 : Tax Resale Property (SLOF))

Property Values

Improvement Homesite Value:	NA
Improvement Non-Homesite Value:	NA
Land Homesite Value:	NA
Land Non-Homesite Value:	NA
Agricultural Market Valuation:	NA
Market Value:	NA
Ag Use Value:	NA
Appraised Value:	NA
HS Cap:	NA
Assessed Value:	NA

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DIST	NA	NA	NA	NA	NA
CLI	CITY OF LIBERTY	NA	NA	NA	NA	NA
GLI	LIBERTY COUNTY	NA	NA	NA	NA	NA
HD1	HOSPITAL DISTRICT 1	NA	NA	NA	NA	NA
NAVS	NAVIGATION-SOUTH	NA	NA	NA	NA	NA
PR1	PRECINCT 1	NA	NA	NA	NA	NA
SLI	LIBERTY ISD	NA	NA	NA	NA	NA
WD5	WATER DISTRICT 5	NA	NA	NA	NA	NA
Total Tax Rate: NA Estimated Taxes With Exemptions: NA Estimated Taxes Without Exemptions: NA						

Attachment: Tax Sale Property-SLOF MH (3512 : Tax Resale Property (SLOF))

Property Improvement - Building

Type: MOBILE HOME State Code: M1 Living Area: 1,056.00sqft Value: NA

Type	Description	Class CD	Year Built	SQFT
SM8	OPEN PORCH	*	1990	84.00
RM1	STANDARD M HOME	MH5	1998	1,056.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
------	-------------	-------	------	-----------	-----------	--------------	-------------

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	NA	NA	NA	NA	NA	NA
2015	\$23,060	\$0	\$0	\$23,060	\$0	\$23,060
2014	\$23,640	\$0	\$0	\$23,640	\$0	\$23,640
2013	\$24,790	\$0	\$0	\$24,790	\$0	\$24,790
2012	\$25,950	\$0	\$0	\$25,950	\$0	\$25,950
2011	\$26,530	\$0	\$0	\$26,530	\$0	\$26,530
2010	\$26,530	\$0	\$0	\$26,530	\$0	\$26,530
2009	\$26,530	\$0	\$0	\$26,530	\$0	\$26,530

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
-----------	------	-------------	---------	---------	--------	------	--------

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Attachment: Tax Sale Property-SLOF MH (3512 : Tax Resale Property (SLOF))



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.13

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 3513)

DOC ID: 3513

We have an offer on the following property:

Account numbers 005900-000529-005 (PID # 56446)

BEING described as Liberty Inner Blocks, Block 119, Lot PT 2 Track 3, and being further identified in the Tax Rolls of Liberty County as Account # 005900-000529-005.

Offeror: Name: Zita Castro
 Address: 1213 Sam Houston
 Liberty, Texas 77575
 Phone #: 936-776-7694

Tax owed:	Liberty ISD	\$ 1,122.78	=	47.58 %
	City of Liberty	\$ 549.48	=	23.29 %
	County	\$ 687.50	=	29.13 %

Total taxes owed: \$ 2,359.76

Offer:	\$ 3,051.16
Less court costs TX13101964	\$ 554.00
Publication Fee	\$ 113.40
Deed	\$ 24.00
Amount to be distributed:	\$ <u>2,359.76</u>

Amount to be received by Liberty ISD	\$ 1,122.78
Amount to be received by the City of Liberty	\$ 549.48
Amount to be received by County	\$ <u>687.50</u>
	\$ <u>2,359.76</u>

Total per cent recovered by Liberty ISD,
 City of Liberty, and Liberty County **100 %**

Total Base Tax \$ 1,562.24

Per cent of base amount recovered >100 %

CAD value (PID # 56446) \$ 14,180.00

Percent of CAD value recovered 16.64 %

Liberty County Strike Off Property

RESALE BIDDERS INFORMATION FORM**BUYER INFORMATION**Name: Zita CastroAddress: 1213 Sam Houston
Liberty, TexasPhone Number: 936-776-7394**PROPERTY INFORMATION**Suit # TX13101964Account # 005900-000529-005Legal Description: Liberty Inner Block 1, Block 119, Lot PT 2 TR 3**PROPOSED BID INFORMATION**Amount of Bid: \$3,051.16

A publication fee of \$250.00, \$24.00 for fee to file the deed and the amount of Court Costs will be deducted from this figure first and then the remaining amount is the figure to be distributed to the taxing authorities.

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

Return completed form to

David Taylor
Fielder, Gunter & Davis
1517 Trinity St
Liberty, TX 77575
Phone (936) 776-6985

Attachment: Tax Resale Property-Sam Houston (3513 : Tax Resale Property-Sam Houston St.)

TERMS OF OFFER TO PURCHASEZ.C.

I understand and agree that if this offer to purchase is accepted by all involved taxing authorities, a contract for such purchase by me will have been completed and I will become fully obligated to complete such purchase.

Z.C.

I understand and agree that said tax lien foreclosure interest will be deeded to me on a "quit-claim" basis with no warranties, express or implied. I understand and agree that it is my responsibility to fully investigate said property as to its completeness of title, size, location, and state of the property prior to my offer to purchase the same, and that none of the involved taxing authorities has made any representations or guaranties as to such state of the title or of the property.

Z.C.

I understand and agree that by tendering this offer to purchase said property, I fully agree to accept the property interest "as is", with no representations or warranties whatsoever on the part of the taxing authorities, and understand that such interest may represent full title, part title, or no title to said property.

Z.C.

I understand and agree that for any of several reasons a title insurance agency or underwriter may decline to insure the title to the property for the purchase of a sale or a loan for an extended period of time.

Z.C.

Further, I understand and agree that my purchase of said property interest will be final and that the taxing authorities cannot refund the purchase price of said property because of any flaw in its title, location, size or state of the property and that neither the taxing authorities nor their attorneys can give me legal advice or opinions as to the same.

Z.C.

In addition, I understand and agree to accept the property subject to any existing right of redemption granted by law in the former owner(s) or occupiers of the property.

Z.C

Further, I understand and agree that if improvements are made to the property during the redemption period I may not be able to recover their value.

Z.C

I have read and understand the above terms and under the same do offer to purchase said property for the total purchase price stated.

Signed this the 27th day of April, ~~2014~~ 2016

Zeta Cabero

Please print:

Name:

Address:

Phone No.:

Other
contact
information:

Server: LIBERTYTAX

Database: LIBERTYCOUNTY

User: TAXOFCBACK09152\Owner

Form: Account Status

Date: 4/27/2016 2:56:34 PM

Account	0059001-000529-005	AD #	55446	I	N
Legal	LIBERTY INNER BLOCKS, BLOCK 11 9, LOT PT 2 TR 3	Owner	LIBERTY COUNTY TRUSTEE ETAL 1923 SAM HOUSTON LIBERTY, TX 77575		
Refresh		Stat	J		
		Sup			

A Val	14,180	S Def		Deed		Acres	0.000000	Frozen Information		Fiduciaries	0 found
L Val	8,810	E Def		Vol	0	Sq Ft	0	No Frozen		Exemptions	MISC
I Val	5,370	Ag Def	0	Page	0	Inst	0	Roll	R	NonBilled	0 Found
Loc	0001213 SAM HOUSTON		Map#		04/27/2016	Today		Override P&I		Paid	01/05/2016

Receivables | Detail | Audit | Owner ID: 2033627 Owner %: 100

☐ Current/Due
 ☐ Prior Years
 ☒ All
 ☐ Select...

Values Year, Unit, Type

Year	Status	Rec. Bal.	Pen. Due	Int. Due	Col. Pen	Total Due	Paid	Refund
TOTAL		1,562.24	173.27	367.77	256.48	2,359.76	5,949.73	.00
2015		354.33	28.33	10.63	.00	393.29	.00	.00
2014		368.22	44.18	55.23	70.14	537.77	.00	.00
2013	J	380.74	45.69	102.79	79.38	608.60	.00	.00
2012	J	403.03	48.35	157.17	91.28	699.83	.00	.00
2011	J	.00	.00	.00	.00	.00	444.31	.00
2010	J	.00	.00	.00	.00	.00	473.90	.00
2009	J	55.92	6.72	41.95	15.68	120.27	716.67	.00
2008	J	.00	.00	.00	.00	.00	847.63	.00
2007	J	.00	.00	.00	.00	.00	878.39	.00
2006	J	.00	.00	.00	.00	.00	1,003.56	.00
2005		.00	.00	.00	.00	.00	1,088.75	.00
2004		.00	.00	.00	.00	.00	236.73	.00
2003		.00	.00	.00	.00	.00	65.67	.00
2002		.00	.00	.00	.00	.00	37.69	.00
2001		.00	.00	.00	.00	.00	37.11	.00
2000		.00	.00	.00	.00	.00	35.47	.00
1999		.00	.00	.00	.00	.00	28.01	.00
1998		.00	.00	.00	.00	.00	12.00	.00

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



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

7.A.13.a

ACCOUNT: 005900-000529-005

2015+ Tax Statement

Statement Date: 04/27/2016	Property Location: 0001213 SAM HOUSTON
Owner: LIBERTY COUNTY TRUSTEE ETAL	Acres: 0
Mailing Address: 1923 SAM HOUSTON LIBERTY TX 77575	Legal Description: LIBERTY INNER BLOCKS, BLOCK 11 9, LOT PT 2 TR 3

Exemptions:

LAND VALUE	IMPROVEMENT VAL	APPRAISED VALUE			
8,810	5,370	14,180			
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
CITY OF LIBERTY		1,204	12,976	0.590000	76.56
LIBERTY COUNTY		1,204	12,976	0.578800	75.11
LIBERTY CO HD #1		1,204	12,976	0.090000	11.68
NAVIGATION SOUTH		1,204	12,976	0.017800	2.31
LIBERTY ISD		1,204	12,976	1.394300	180.92
WATER DISTRICT #5		1,204	12,976	0.059700	7.75
				TOTAL BASE TAX	354.33

LAWSUIT: TX13101964

PENALTY & INTEREST 38.96
PRIOR YEARS 1,966.47

Total Amount Due 2,359.76

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

*LAWSUIT HAS BEEN FILED ON DELINQUENT TAXES. CALL (936) 336-4633 FOR ADDITIONAL AMOUNT DUE.

*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$10.80.

↓ Detach ↓

Detach and return this portion with your check payable to:

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

Delinquent Date: 02/01/2016

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



LIBERTY COUNTY TRUSTEE ETAL
1923 SAM HOUSTON
LIBERTY TX 77575

2015 +Tax Statement
04/27/2016

Property Account Number 005900-000529-005	
Total Amount Due	\$2,359.76

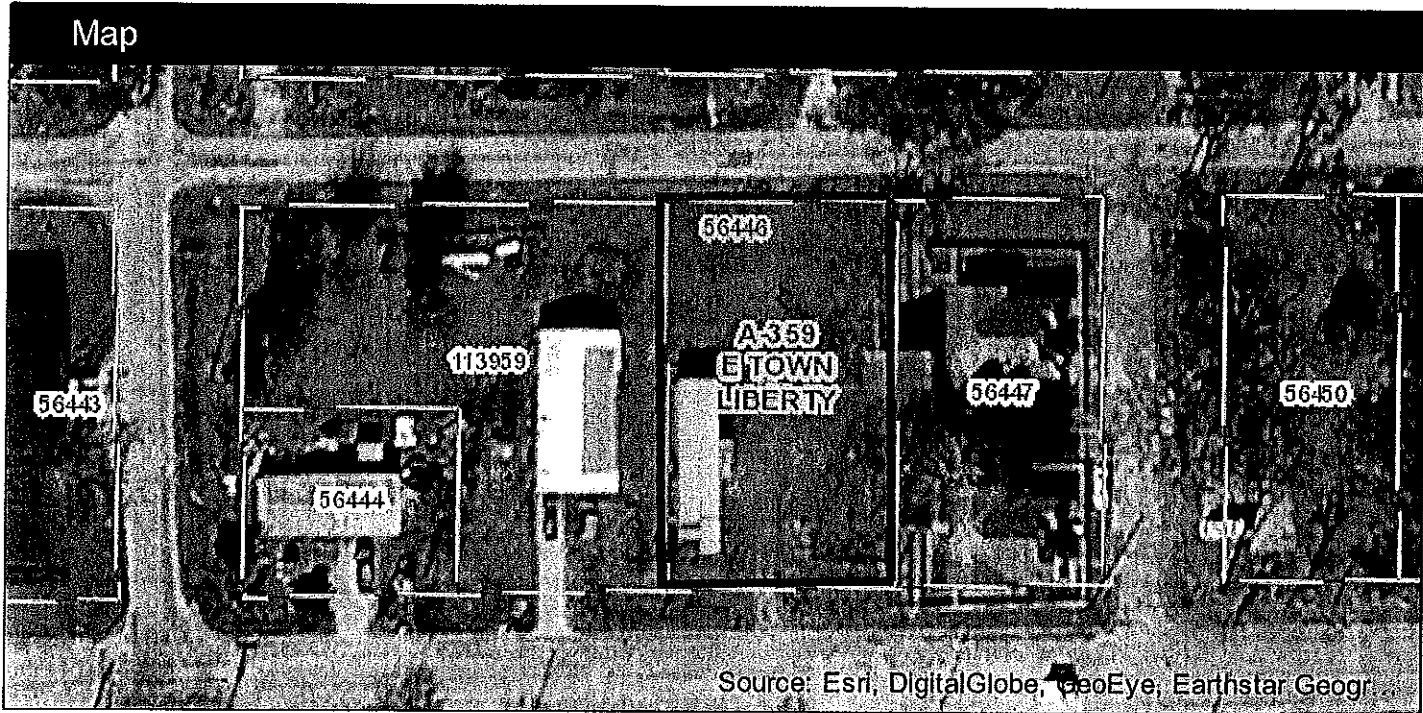
OWNER: LIBERTY COUNTY TRUSTEE ETAL
PIDN: 56446

FID:
TX13101964

IF PAID IN	AMOUNT DUE
MAY	2,380.78
JUN	2,401.77
JUL	2,488.97
AUG	2,506.98
SEP	2,524.93
OCT	2,542.88

Liberty CAD eSearch

Property ID: 56446 For Year 2016



Attachment: Tax Resale Property-Sam Houston (3513 : Tax Resale Property-Sam Houston St.)

Property Details

Account	
Property ID:	56446
Legal Description:	LIBERTY INNER BLOCKS, BLOCK 119, LOT PT 2 TR 3
Geographic ID:	005900-000529-005
Agent Code:	
Type:	Real
Location	
Address:	1213 SAM HOUSTON TX
Map ID:	908, 39-B
Neighborhood CD:	LISD01
Owner	
Owner ID:	2033627
Name:	LIBERTY COUNTY TRUSTEE ETAL
Mailing Address:	1923 SAM HOUSTON LIBERTY, TX 77575
% Ownership:	100.0%
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsew here) For privacy reasons not all exemptions are show n online.

Property Values

Improvement Homesite Value:	NA
Improvement Non-Homesite Value:	NA
Land Homesite Value:	NA
Land Non-Homesite Value:	NA
Agricultural Market Valuation:	NA
Market Value:	NA
Ag Use Value:	NA
Appraised Value:	NA
HS Cap:	NA
Assessed Value:	NA

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	APPRAISAL DIST	NA	NA	NA	NA	NA
CLI	CITY OF LIBERTY	NA	NA	NA	NA	NA
GLI	LIBERTY COUNTY	NA	NA	NA	NA	NA
HD1	HOSPITAL DISTRICT 1	NA	NA	NA	NA	NA
NAVS	NAVIGATION-SOUTH	NA	NA	NA	NA	NA
PR1	PRECINCT 1	NA	NA	NA	NA	NA
SLI	LIBERTY ISD	NA	NA	NA	NA	NA
WD5	WATER DISTRICT 5	NA	NA	NA	NA	NA

Total Tax Rate: NA Estimated Taxes With Exemptions: NA Estimated Taxes Without Exemptions: NA

Property Improvement - Building

Type: MOBILE HOME State Code: A2 Living Area: 980.00sqft Value: NA

Type	Description	Class CD	Year Built	SQFT
RM1	STANDARD M HOME	MH4	1976	980.00

Type: MISC IMPROVEMENTS State Code: A2 Living Area: 0.00sqft Value: NA

Type: MISC IMPROVEMENTS State Code: A2 Living Area: 0.00sqft Value: NA

Type	Description	Class CD	Year Built	SQFT
CP2	CANOPY ON DIRT	*	1995	726.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
PRI	PRIMARY SITE	0.2391	10,416.00	0.00	0.00	NA	NA
SI	SITE IMPROVEMENTS					NA	NA

Attachment: Tax Resale Property-Sam Houston (3513 : Tax Resale Property-Sam Houston St.)

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	NA	NA	NA	NA	NA	NA
2015	\$5,370	\$8,810	\$0	\$14,180	\$0	\$14,180
2014	\$5,890	\$8,810	\$0	\$14,700	\$0	\$14,700
2013	\$6,390	\$8,810	\$0	\$15,200	\$0	\$15,200
2012	\$7,410	\$8,810	\$0	\$16,220	\$0	\$16,220
2011	\$7,920	\$8,810	\$0	\$16,730	\$0	\$16,730
2010	\$7,920	\$8,810	\$0	\$16,730	\$0	\$16,730
2009	\$7,920	\$8,810	\$0	\$16,730	\$0	\$16,730

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/1/2015	TAX	TAX DEED	CASTRO ZITA	LIBERTY COUNTY TRUSTEE ETAL	2015023393		
8/21/2003	WD	WARRANTY DEED	TURNER ELLEN F	CASTRO ZITA	2003	012953	0

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all Information for accuracy.

Map Title



April 27, 2016

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

- ☐ Parcels
- ☐ Abstracts

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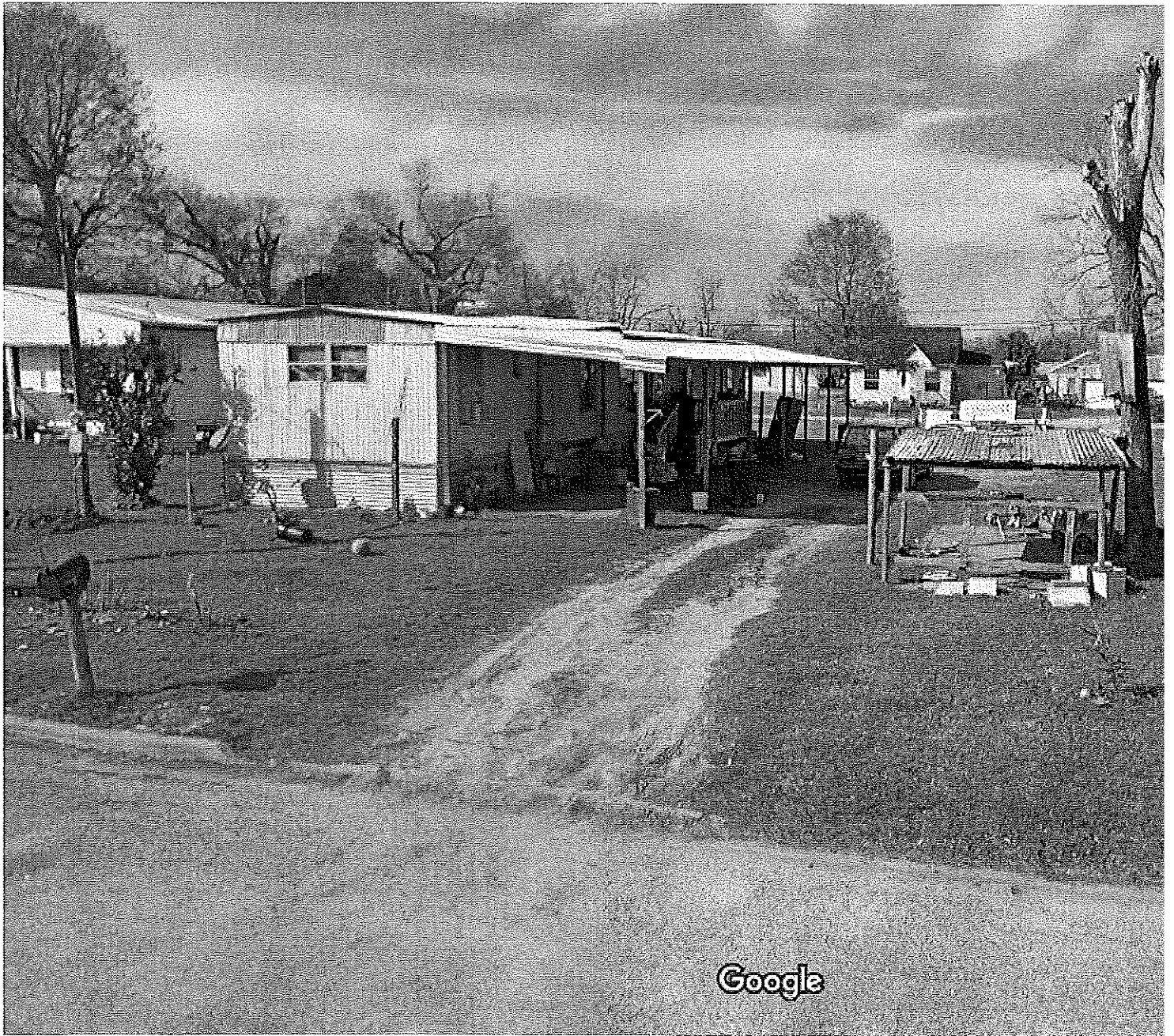
Liberty Cour

This product and relative contents are the property of the respective governmental e

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Attachment: Tax Resale Property-Sam Houston (3513 : Tax Resale Property-Sam Houston St.)

Google Maps Sam Houston St



<https://www.google.com/maps/place/1213+Sam+Houston+St,+Liberty,+TX+77575/@30.0586156,-94.8050122,3a,48.8y,345.81h,82.13t/data=!3m7!1e1!3m5!1s-rsYZrhzz>

Attachment: Tax Resale Property-Sam Houston (3513 : Tax Resale Property-Sam Houston St.)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.14

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 3514)

DOC ID: 3514



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.15

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Wastewater Issues

COUNCIL ACTION (ID # 3515)

DOC ID: 3515



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.16

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3516)

DOC ID: 3516



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Liberty, Texas, (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
- (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and hold harmless BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. Indemnity. Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise.

11. Intentionally Left Blank.

12. Consequential and Punitive Damages. Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. Insurance. BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

14. Cause of Action. If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within four (4) years of the work or services performed under this Agreement.

15. Compliance with Laws. BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. Resolution of Disputes. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a

replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

18. Releases. All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. Termination for Convenience. Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination.

b. Termination for Cause. BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. Termination by Client. If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. Termination by BVNA. If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. Force Majeure. A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until four (4) years after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent, unless Client is ordered to release the information from the Texas Attorney General in compliance with the Texas Public Information Act.

26. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no

part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Non-Solicitation / Hiring of Employees.

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. Third Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By: _____

Print Name: _____

Title: _____

Date: _____

DTQRR: _____

Date: _____

Attachment A - Scope of Services
Attachment B - Fee Schedule

Attachment: Bureau Veritas Agreement (3516 : Bureau Veritas)

ATTACHMENT A SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

CLIENT INITIALS: _____

BVNA INITIALS: _____

ATTACHMENT B
FEE SCHEDULE

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Single Family Residential construction plan review and inspection
Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building
Commercial and non-Single Family Residential \$125.00 per address/building/unit

* All fees billed upon issuance of the permit by the jurisdiction

CLIENT INITIALS: _____

BVNA INITIALS: _____

ATTACHMENT B (Cont.)
FEE SCHEDULE

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS: _____

BVNA INITIALS: _____



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.17

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Vehicle Purchases

COUNCIL ACTION (ID # 3517)

DOC ID: 3517



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.18

Meeting: 05/10/16 06:00 PM

Department: Administration
Category: Wastewater Issues

COUNCIL ACTION (ID # 3520)

DOC ID: 3520