# The City of Liberty
## City Council

**Regular Meeting**

**~ Agenda ~**

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Tuesday, July 12, 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 Louie Potetz | ☐ | ☐ | ☐ | |
| Councilperson Libby Simonson | ☐ | ☐ | ☐ | |
| Councilperson David Arnold | ☐ | ☐ | ☐ | |
| Councilperson Paul Glazener | ☐ | ☐ | ☐ | |

## 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 # 3549)

Project Updates - City Mgr. G. Broz

## VI. CONSENT AGENDA

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

### *A. Minutes Approval*

**1.** Tuesday, June 14, 2016

## VII. REGULAR AGENDA

### *A. Regular Session*

**1. Council Action (ID # 3550)**

Consider a contract with Public Management, Inc. For consulting services in regard to the 2016 Texas Community Development Block Grant Program (TXCDBG).

- Public Mgmt Contract (PDF)

**2. Council Action (ID # 3551)**

Presentation by Mr. Mike Weaver, Texas Municipal League, regarding employee health and COBRA benefits, and take any action deemed necessary.

- Health Ins Info (PDF)
- COBRA Info (PDF)

**3. Council Action (ID # 3552)**

Presentation by Mr. Anthony Mills, Texas Municipal Retirement System, regarding employee retirement benefits, and take any action deemed necessary.

**4. Public Hearing (ID # 3553)**

Public Hearing on the 2015 Drinking Water Quality Report.

- CCR Rpt 2015 (DOCX)

**5. Council Action (ID # 3554)**

Consider a bid for Tax Resale Property described as Garrett, Block 3, Lot 1 (518 Franklin St.).

- Tax Resale Property (PDF)
- Tax Resale Map (PDF)
- Tax Property Pic (JPG)

**6. Council Action (ID # 3555)**

Consider ratifying the Liberty Community Development Corporation's action to approve an expenditure for the Liberty Municipal Airport Drainage Project, and take any action deemed necessary.

- Airport Drainage Project (PDF)
- Airport Drainage Proj Map (PDF)

**7. Council Action (ID # 3556)**

Discussion of current and future wastewater repair projects, and take any action deemed necessary.

- WW Photos (PDF)

**8. Council Action (ID # 3557)**

Discussion of Plan of Finance with the City's Financial Advisor, Bob Henderson, RBC Capital Markets, and take any action deemed necessary.

**9. Council Action (ID # 3558)**

Mayor Blume, City of Hardin, to address the Council regarding wastewater flow overage invoices and related issues, and take any action deemed necessary.

- Hardin Request (PDF)

***B. Executive Session***

Government Code §551.071

Private Consultation with Attorney - Possible Litigation with the City of Hardin - Wastewater.

***C. Reconvene into Regular Session***

**1. Council Action (ID # 3559)**

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

## VIII. ADJOURNMENT

**A. Motion To:** Adjourn

*I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 8th day of July, 2011 at 3:00 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

*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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Reports

## INFORMATION ITEM (ID # 3549)

DOC ID: 3549

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# The City of Liberty

**City Council**

**Regular Meeting**

**~ Minutes ~**

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

Dianne Tidwell
City Secretary
(936) 336-3684

**Tuesday, June 14, 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 | |
| Louie Potetz | Councilperson | Present | |
| Libby Simonson | Councilperson | Present | |
| David Arnold | Councilperson | Present | |
| Paul Glazener | Councilperson | Present | |
| Gary Broz | City Manager | Present | |
| Dianne Tidwell | City Secretary | Present | |
| Brandon Davis | City Attorney | Present | |

## II. INVOCATION

The Invocation was given by Lions Club Member, Greg Turner.

## III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Lions Club Member, Joe Oldham.

## 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.

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

Mayor Pickett reported that the recent Texas Municipal League Region 16 Meeting, held in the

Minutes Acceptance: Minutes of Jun 14, 2016 6:00 PM (Minutes Approval)

Liberty Center, was a huge success and attended by numerous cities from southeast Texas. Mayor Pickett further reported that the annual evaluations for the City Manager are on the Council dais, to be completed and returned in July.

# V. PRESENTATIONS / REPORTS

### A. Information Item (ID # 3535)

Project Updates - City Mgr. G. Broz

**COMMENTS - Current Meeting:**

City Manager Gary Broz reported on current City projects and activities to include: 1) Fire Dept. BBQ Fundraiser 2) electric upgrades moving along well, with poles being replaced in Travis Park 3) new playground equipment will be installed the end of this week at the park 4) Highway 90 paving project continues, with traffic control confusing, 5) Boomerang Tube still in operation with reduced workforce 6) discussion of the City of Ames and Hardin each hiring HR Green to smoke test lines 7) and other City issues.

### B. Information Item (ID # 3536)

Recycling Report - Councilperson Huddleston

**COMMENTS - Current Meeting:**

Councilperson Huddleston reported on the upcoming Shred-It Event to be held on Saturday, June 18th. Ms. Huddleston stated that this event will include the shredding of sensitive documents, recycling of paper, plastic and aluminim and E-Cycling to include computers, keyboards, cell phones and small electronics. Shred-It will take place from 9:00 a.m. until Noon in the west parking lot of the City Hall Administration Building.

# 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 motion was made to approve the minutes, subject to correction of the Financial Report in the May 24, 2016 minutes. Correction was to change the amount of funds received by the City, from the Sam Rayburn Municipal Power Agency Cambridge Project from $10.5 million to $12 million.

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

***A. Minutes Approval***

Minutes Acceptance: Minutes of Jun 14, 2016 6:00 PM (Minutes Approval)

**1.** Tuesday, May 10, 2016

**2.** Tuesday, May 24, 2016

# VII. REGULAR AGENDA

## *A. Regular Session*

### 1. Council Action 2016-53

Presentation and discussion of expenditures for sinkholes and flood issues, and take any action deemed necessary.

**COMMENTS - Current Meeting:**

A Powerpoint presentation was shown by City Manager Gary Broz regarding numerous sinkholes in the City, as a result of recent heavy rainfall, saturated ground and aging infrastructure. Mr. Broz reported on the following sinkhole locations:

1) Bowie Street, South of Hwy. 90, near AutoZone

2) Hwy. 90 - John Deere Dealership

3) Bowie Street - Main B to Edgewood Street

4) Alabama Street - South of Hwy. 90 and Washington Street

Mr. Broz and Public Works Director Tom Warner reviewed the issues affecting each location including discussion of manhole replacement, open-cut vs. pipe bursting, pipe dimensions, quotes for repair and other related issues. Management recommended repairs to be completed on Bowie Street, south of Hwy. 90 by 5-T Utilities, with the recommendation that PM Construction repair the remaining sinkholes.

A motion was made to approve the expenditure of funds in the amount of $1,050,000.00 for emergency repairs, as presented.

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Libby Simonson, Councilperson |
| **SECONDER:** | David Arnold, Councilperson |
| **AYES:** | Pickett, Huddleston, Beasley, Potetz, Simonson, Arnold, Glazener |

### 2. Council Action 2016-54

Consider award of bid for employee uniforms for various City Departments.

**COMMENTS - Current Meeting:**

Public Works Director Tom Warner reported that the City received three (3) bids for Uniform Rental & Laundry Service. Bids were submitted from Ace Image Wear, Cintas and Uni First. Low bidder was Cintas, including low bid for preparation charges. Mr. Warner stated that the City has used Cintas for quite some time and there are no complaints or concerns with their

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work.

A motion was made to award the bid and annual contract to Cintas.

**ATTACHMENTS:**

- Agenda Item Uniforms May 2016 (DOCX)
- Uniform Bid Tab (PDF)

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

### 3. Ordinance 2016-9

Consider adoption of an Ordinance approving the rates proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas and CenterPoint Energy Texas Gas Company's Gas Reliability Infrastructure Program.

**COMMENTS - Current Meeting:**

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS APPROVING 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, AND 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 stated that this Ordinance is in regard to a requested rate increase by Centerpoint, which was challenged by numerous cities in the CenterPoint Beaumont/East Texas Division. Mr. Broz further reported that the rates have been reviewed by the Lawton Law Firm (representing participating cities) and the rate filing complies with the CenterPoint "GRIP". The City Manager stated that the rates have increased but not to the full extent as requested.

A motion was made to adopt the Ordinance.

**ATTACHMENTS:**

- CenterPoint Letter (PDF)

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

### *B. WORK SESSION*

#### 1. Work Session (ID # 3538)

Review and update the City's goals, objectives and action plans for 2016 - 2017.

**COMMENTS - Current Meeting:**

City Manager Gary Broz reviewed the City's 2015 Goals, Objectives and Action Plans, and each category: 1) Infrastructure 2) Public Safety 3) Personnel Investment 4) Community Enhancement and 5) Community Relations. Various comments were made regarding infrastructure improvements and current water and wastewater issues, continuation of economic development efforts, code enforcement and employee salaries.

Mr. Broz stated the City's 2016 Goals, Objectives and Action Plans will remain the same as the previous year, to be continually improved upon.

**ATTACHMENTS:**

- Goals Objectives and Action Plan 2015 (DOCX)

## VIII. ADJOURNMENT

**A. Motion To:** Adjourn

**COMMENTS - Current Meeting:**

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:05 p.m.

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_____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jun 14, 2016 6:00 PM (Minutes Approval)

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Contracts

## COUNCIL ACTION (ID # 3550)

DOC ID: 3550

.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



# *CONSULTING SERVICES CONTRACT*

## *City of Liberty*

This contract ("Contract") is made and entered effective _____, 2016 by and between PUBLIC MANAGEMENT, INC., a Texas corporation, of Cleveland, Liberty County, Texas ("Consultant") and CITY OF LIBERTY, Liberty County, Texas ("City") for the purpose of retaining Consultant to render services to implement City's 2016 Texas Community Development Block Grant Program (TXCDBG) Contract _____ ( "Program"), which is administered by the Texas Department of Agriculture ("TDA").

City and Consultant agree that Consultant will provide consulting services to City on the terms and conditions outlined in this Contract.

I.

Consultant will provide City with consulting services as follows:

a) Administrative assistance including but not limited to budget revisions, time schedules, record maintenance, and amendments requiring prior TDA approval.

b) Compliance with performance standards for citizen participation.

c) Prepare and maintain a written environmental review record; assist in compliance with flood plain and wetlands management review guidelines. Not included in this service are archeological, engineering or other special services costs mandated by environmental review record compliance agencies.

d) Implement and document real property acquisition and relocation assistance activities.

e) Develop, implement and document Fair Housing and Equal Opportunity requirements and serve as City's Fair Housing Officer during the course of the Program.

f) Implement and document labor standards and Program compliance regulations in Program projects/activities.

g) Assist in the maintenance of a financial accounting system incidental to the various Program projects/activities.

h) Assist in other measures and matters incidental to and necessary in carrying out City's Program.

i) Advise City concerning Program requirements and regulations.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



j) Act as City's liaison with TDA on all communications.

k) Prepare necessary reports about the Program, including the performance report for TDA, the Mayor, City Council and citizens' groups.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise City of the need of such services in furtherance of the planned objectives of City's Program.

City acknowledges that Consultant is providing consulting services only to City and that Consultant is not responsible for any procurement activities for or on behalf of City. That is, City, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, City, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and City, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

City Initials _____ Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of Attachment 1, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

City is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Attachment O of OMB Circular No. A-102 and Title 24 CFR Part 570.200 (g) Consultant Activities.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



V.

For and in consideration of the foregoing, City agrees to pay Consultant a fee not to exceed THIRTY-FIVE THOUSAND NINETY DOLLARS ($35,090.00) payable upon receipt of invoice from Consultant in accordance with the following schedule:

| **Milestone/Task** | |
|---|---|
| Preliminary Administrative Requirements..... | 8,772.50 |
| Environmental Review..... | 8,772.50 |
| Start of Construction..... | 7,018.00 |
| Construction Completion..... | 7,018.00 |
| Closeout..... | 3,509.00 |
| **TOTAL:** | **$35,090.00** |

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by TDA indicate that personal services were compensated at greater than reasonable rates.

VI.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

VII.

This Contract shall extend and be in full force until the Program has been fully closed out by TDA. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to City.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



VIII.

Termination for Cause by City: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, City shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of City, be turned over to City and become the property of City. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by City: City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to Consultant. If this Contract is terminated for convenience, City will pay Consultant for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Contract.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

IX.

City, TDA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after City makes final payment and all other pending matters are closed.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



All subcontracts of Consultant shall contain a provision that City, TDA, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between TDA and City.

X.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XI.

This document embodies the entire Contract between Consultant and City. City may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XII.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XIII.

Any provision of this Contract which imposes upon Consultant or City an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or City.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



XIV.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XV.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVI.

Any dispute between Consultant and City related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XVII.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XVIII.

**Consultant and City, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and City acknowledge to each other that Consultant and City are not in significantly disparate bargaining positions.**

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



PUBLIC MANAGEMENT, INC.
P. O. Box 1827
Cleveland, Texas 77328
281 592-0439

_____
J. ANDREW RICE
President

*City of Liberty*

_____
CARL PICKETT
Mayor

ATTEST:

_____
DIANNE TIDWELL
City Secretary

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



ATTACHMENT 1

TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
(Limited to contracts greater than $100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Attachment: Public Mgmt Contract (3550 : Public Mgmt Contract)



VIII.

Interest of Members of City

No member of the governing body of City and no other officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Insurance

## COUNCIL ACTION (ID # 3551)

DOC ID: 3551

.

Attachment: Health Ins Info (3551 : TML-Health Insurance)

# Group Name: Liberty
# Online Conversion Parameter Questions



## TML IEBP Benefits Only

1. **Do you prefund any of the following:** Prefunding would be EMPLOYER dollars deposited as one lump sum and billed as one lump sum. At this time, the online enrollment system does not work with prefunding. If the answer is yes, please mark option 3 on question 8. Comments:

   Section 125 – FSA (Flexible Spending Account) ☐ Yes ☒ No  Section 125 – DCA (Dependent Care Account) ☐ Yes ☒ No

2. **Do you provide funding for any of the following:** Enter MONTHLY dollar amounts

   Medical ☒ Yes ☐ No

   If yes, how:

   | | | |
   |---|---|---|
   | Employee Only | 748.12 | What is employee's payroll deduction: 0.00 |
   | Composite | | What is employee's payroll deduction: |
   | Spouse | 739.33 | What is employee's payroll deduction: 281.19 |
   | Child | 334.49 | What is employee's payroll deduction: 200.85 |
   | Family | 983.00 | What is employee's payroll deduction: 350.20 |

   Comments:

   Dental ☒ Yes ☐ No

   If yes, how:

   | | | |
   |---|---|---|
   | Employee Only | 37.64 | What is employee's payroll deduction: 0.00 |
   | Composite | | What is employee's payroll deduction: |
   | Spouse | 39.62 | What is employee's payroll deduction: 0.00 |
   | Child | 43.58 | What is employee's payroll deduction: 0.00 |
   | Family | 77.90 | What is employee's payroll deduction: 0.00 |

   Comments:

   Vision ☐ Yes ☒ No

   If yes, how:

   | | | |
   |---|---|---|
   | Employee Only | 9.00 | What is employee's payroll deduction: 0.00 |
   | Family | 18.00 | What is employee's payroll deduction: 0.00 |

   Comments:

3. **Are service Fee's paid by employer or employee?** The $3.70 fee for consumer driven administration must be handled as a payroll deduction. The EOS does not programmatically handle the $3.70 fee. ☐ Employer ☐ Employee
   a. **If paid by employee please explain:** n/a
4. **Does Group offer salary based life products?** If yes a data load spreadsheet will be requested for new plan year salaries. ☐ Yes ☒ No
5. **Does group offer pre tax option?** ☒ Yes ☐ No
6. **How do you intend to use the new Eligibility/Online Enrollment System?**

   ☐ For Open Enrollment, we will allow the employees to individually use the system to enroll.
   ☒ For Open Enrollment, the Fund Contact will use the online system to enroll employees.
   ☐ For Open Enrollment, we will use paper forms and mail them into TML IEBP. We understand that we will no longer have access to an online system for New Hires & Qualifying Events (Additions, Changes, & Terminations) until we convert to the new system.

***System Requirements: System best viewed with Internet Explorer 8.0 and Above***

Attachment: Health Ins Info (3551 : TML-Health Insurance)



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

## Liberty

**Original**

**Plan Year 2016-2017 (12 Months)**

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

### Medical

**Employer Group Medical Plan**

| Plan | Benefit Percent | In Net Ded | Out Net Ded | In Net OOP | Office Visit | XRay & Lab in OV | Rates | Current | New |
|---|---|---|---|---|---|---|---|---|---|
| P85-50-25-Mac A | 80/50 | $500 | $750 | $2500 | $30 | Yes | Employee: | $719.34 | $748.12 |
| | | | | | | | Spouse: | $981.26 | $1,020.52 |
| | | | | | | | Child(ren): | $514.74 | $535.34 |
| | | | | | | | Family: | $1,281.92 | $1,333.20 |

### Dental III

| | Current Rate | New Rate |
|---|---|---|
| Employee: | $34.52 | $37.64 |
| Spouse: | $36.34 | $39.62 |
| Child(ren): | $39.98 | $43.58 |
| Family: | $71.46 | $77.90 |

### Vision B

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

### Calendar Year Pre-65 Retiree Medical

No Pre-65 Retiree Medical Coverage

### Calendar Year Pre-65 Retiree Dental

No Pre-65 Retiree Dental Coverage

### Calendar Year Pre-65 Retiree Vision

No Pre-65 Retiree Vision Coverage

### LTD

No LTD Coverage



No Service Fee

Attachment: Health Ins Info (3551 : TML-Health Insurance)



No STD Coverage

## Basic Life and AD&D

No Basic Life and AD&D Coverage

## Dependent Life

No Dependent Life Coverage

## Voluntary AD&D

No Voluntary AD&D Coverage

## Additional Employee Life and AD&D

No Additional Employee Life and AD&D Coverage

## Basic & Additional Retiree Life

No Basic & Additional Retiree Life Coverage

## Continuation of Coverage (COC)

Yes

## Benefit Waiting Period

Medical: 1st of mo after 60 days

Life: 1st of mo after 60 days

## Medical Network

Choice Plus

## Flex, HRA, HSA & RRA

| Flex Admin | HRA Admin | HSA Admin | RRA Admin |
|---|---|---|---|
| No | No | No | No |

**Select one of the following options for Flex:**

- ☐ Debit Card Flex ($3.70 per participant per month)
- ☐ Paper Flex ($5 per participant per month)

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

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

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

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

**MAC C Plan:** If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the appropriate brand copay.

**Lessor of Benefit:** Through the OptumRx network contract, the covered individual's out of pocket expense is managed by the pharmacy network agreement that the covered individual will receive the most advantageous pricing. This would be determined by the lessor of pharmacy contracts, Usual & Customary cost (U&C), copayments or the discounted cost the covered individual would be charged. Due to the lessor of Benefit the OptumRx Reportal will be an important price transparence resource to ensure covered individual is purchasing the prescription from the most cost effective pharmacy.

**The most effective way to control costs is through the use of generic drugs and a drug formulary.**

| $ | Drug Tier | Includes | Helpful Tips |
|---|---|---|---|
| $ | **Tier 1 Lowest Cost** | Lower cost, commonly used generic drugs. Some low cost brands may be included. | Use Tier 1 drugs for the lowest out-of-pocket costs. |
| $$ | **Tier 2 Mid-range Cost** | Many common brand-name drugs, called preferred brands. | Use Tier 2 drugs, instead of Tier 3, to help reduce your out-of-pocket costs. |
| $$$ | **Tier 3 Highest Cost** | Mostly higher cost brand drugs, also known as non-preferred brands. | Many Tier 3 drugs have lower cost options in Tier 1 or 2. Ask your doctor if they could work for you. |

| **Covered Individual Out of Pocket (OOP)** | | | |
|---|---|---|---|
| **Prescribed (Doctor Ordered) Over the Counter Alternates and Prescription Networks** | **Retail:** (up to 34 day supply max unless noted otherwise) | **Mail/Maintenance:** (up to 90 day dispensement) | **SpecialtyRx/Biotech/Biosimilar:** (up to 34 day dispensement) |
| • Smoking Cessation (Nicorette Gum), Quantity Limit - 3 months per plan year<br>• Aspirin, Folic Acid, Fluoride Chemoprevention Supplements, Iron Deficiency Supplements, and Vitamin D supplementation to prevent falls in community-dwelling adults age 65 years and older who are at an increased risk for falls; per prescription | $0.00 | N/A | N/A |
| Network Retail: 34 day Non-Cost Share most Generic Dispensement | $5.00 (up to 34 day supply) | N/A | N/A |
| Network Retail: 90 day Non-Cost Share most Generic Dispensement | $14.00 (35 up to 90 day supply) | $30.00 | |
| OptumRx Network Non-Cost Share Best Brand/Formulary List | $43.00 | $100.00 | |
| OptumRx Network Non-Cost Share Non-Best Brand/Non-Formulary List | $65.00 | $155.00 | |
| OptumRx Network Cost Share | $120.00 | $300.00 | |
| OptumRx Specialty/Biotech Prescriptions | N/A | N/A | $100.00 (up to 34 day supply) |
| OptumRx Biosimilar Generic Prescriptions | N/A | N/A | $75.00 (up to 34 day supply) |
| Prescription Refill Control Standards | 75% | 70% | |

Attachment: Health Ins Info (3551 : TML-Health Insurance)



| Benefit | Retail Rx Medical Plan | Prescription Plan | Plan Ineligible |
|---|---|---|---|
| Oral Contraceptives Generic *(no cost share)* | | X | |
| IUD Device *(no cost share)* | X | X | |
| Implant Device *(no cost share)* | X | X | |
| Permanent Implantable Contraceptive Coil *(subject to the appropriate deductible and benefit percentages)* | X | | |
| Insertion and/or Removal of Devices *(no cost share)* | X | | |
| Sonogram to Detect Placement of Device *(no cost share)* | X | | |
| Injectable Contraceptives *(no cost share)* | X | X | |
| Injectable Administration Fee *(no cost share)* | X | | |
| Diaphragm (cervical), Hormone Vaginal Ring, Hormone Patch, Cervical Cap, Spermicides, Sponges *(no cost share)* | | X | |
| Diaphragm Instruction and Fitting Fee *(no cost share)* | X | | |
| Emergency Birth Control | | | X |
| Over-The-Counter (OTC) Birth Control | | | X |
| Contraceptive Management/Urinalysis/Pregnancy Test *(no cost share)* | X | | |
| Female Condoms *(no cost share)* | | X | |
| Female Surgical Sterilization | X | | |
| Medications for risk reduction of breast cancer in women who are at increased risk for breast cancer and at low risk for adverse medication effects: Tamoxifen or Raloxifene | | X | |
| Women found to be at increased risk using a screening tool designed to identify a family history that may be associated with an increased risk of having a potentially harmful gene mutation must receive coverage w/o cost-sharing for genetic counseling, and, if indicated, testing for harmful BRCA mutations. This is true regardless of whether the woman has previously been diagnosed with cancer, as long as she is not currently symptomatic of a receiving active treatment for breast, ovarian, tubal, or peritoneal. Jan 1, 2016 genetic counseling for BRCA testing is covered 100% as a preventive benefit. | | | |
| Mandate to provide a list of the lactation counseling providers available within the network under the plan or coverage. Grandfathered plans cannot apply cost-share expenses for OON lactation services. Services for lactation support services w/o cost-sharing must extend for the duration of breastfeeding. | | | |

## Monthly Employer Subsidy or Defined Contribution Amounts

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

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

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

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

HRA $_____ Criteria:_____

Employer Contribution to FSA $_____ Criteria:_____

Employer Contribution to HSA $_____ Criteria:_____

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

Attachment: Health Ins Info (3551 : TML-Health Insurance)



**Signature Section**

The undersigned employer hereby acknowledges that for an employee to receive coverage, TML MultiState Intergovernmental Employee Benefits Pool (IEBP) must receive enrollment information within thirty-one (31) days of the commencement of employment regardless of whether the Employer has a waiting or a waiting and orientation period. If an employee is not enrolled within thirty-one (31) days of hire, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

| Employer | Authorized Signature | Date |
|---|---|---|
| | Printed Name | Title |

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

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

| Tax ID Number | Authorized Signature | Date |
|---|---|---|



No Service Fee

# COBRA CONTINUATION OF COVERAGE ADMINISTRATIVE AGREEMENT

Please execute the enclosed copy of the COBRA COC Administration Agreement. Regarding COBRA COC Administration by TML MultiState IEBP, we ask the following:

1. Please also return the enclosed Certification of Distribution - Attachment A (AttachmentA.pdf), COBRA Continuation of Coverage Initial Notice certifying that you have distributed a copy of Attachment A to all covered employees. If you have not yet distributed Attachment A, please do so upon receipt of this letter.
2. TML MultiState IEBP has agreed to collect all required payments from COBRA Continuation of Coverage participants commencing on the effective date of the contract. If you have already received payments for month(s) after the effective date, please remit those amounts to TML MultiState IEBP so credit is applied to the COBRA Continuation of Coverage participant's record. If you receive any payments in the future, please notify TML MultiState IEBP immediately.
3. As part of the contract, you agreed to notify the Pool within one business day of a qualifying event via fax. Enclosed is a COBRA CONTINUATION OF COVERAGE QUALIFYING EVENT form for you to copy and use for the notice requirement.
4. If you have any current COBRA Continuation of Coverage participants or enrollees who are in their 60 day election period, please forward copies of all correspondence and payment records for these individuals.

If you have any questions about the transition requirements, please call us at 1-800-348-7879.

Sincerely,

B&E Member Service Representative
Member Service Team
TML MultiState IEBP

This document is to certify that all current employees as of the date indicated above were given a copy of Attachment A, COBRA Continuation of Coverage Initial Notice.

**Signature**

Jody Biehunko

Attachment: COBRA Info (3551 : TML-Health Insurance)



Judy Bienhirko

**Title**

H/R Payroll Dept.

**Date**

6/28/2016

**City of Liberty**
**October 2016**

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

**WHEREAS**, the undersigned Employer sponsors an employee benefit plan;

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

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

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

1. Effective Date

   As of the first day of **October**, **2016**, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

2. Employer Duties

   1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours [including reduction to zero (0) hours], call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation

Attachment: COBRA Info (3551 : TML-Health Insurance)



leave and FMLA has been exhausted.

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

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

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

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

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

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

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

3. PoolDuties

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

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

3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:

1. benefit availability - initial notice, enrollment card and cost;
2. confirmation of enrollment and payment coupons
3. notice of termination letters:
   - Failure to reply
   - Failure to make initial payment
   - Failure to make regular payment
   - End of eligibility (no longer qualified)
   - End of eligibility period
4. open enrollment
5. contribution change and revised payment coupons
6. conversion to an individual policy
7. Medicare eligibility
8. verification of incapacitated child status

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

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

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

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

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

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

4. Notice

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

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

5. Compensation

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

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

6. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be

modified or amended without the written agreement of both parties.

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

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

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

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

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

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

7. Termination

1. Term of this initial Agreement shall be from its effective date through **09/30/2017**, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.

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

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

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

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

This Agreement is entered into for the Employer under authorization of **City of Liberty**, at a duly called meeting held on

(enter "N/A" if no meeting was held)

by:

**Signature**

**Authorized Official Title**

**Employer/Group Name**

City of Liberty

**Today's Date**

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

By: _____ (Executive Director) at Austin, Texas on

_____

**SUBMIT**

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Insurance

## COUNCIL ACTION (ID # 3552)

DOC ID: 3552

.

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Water Issues

## PUBLIC HEARING (ID # 3553)

DOC ID: 3553

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**About the Following Page**

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

**Important Drinking Water Definitions:**

**TT**: Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

**MRDLG**: Maximum Residual Disinfectant Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

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

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

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

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

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

| Collection Date | Violation | Inorganic Contaminant | Highest Level Detected | Range of detected levels | MCL | MCLG | Unit of Measure | Source of Constituent |
|---|---|---|---|---|---|---|---|---|
| 2014 | N | Arsenic | 5 | 5-5 | 10 | 0 | ppb | Erosion of natural deposits; runoff from Orchards; runoff from glass and electronics productions waste |
| 2014 | N | Barium | .065 | 0.065 -0.065 | 2 | 2 | ppm | Discharge of drilling wastes; discharge from Metal Refineries; erosion of natural deposits |
| 2015 | N | Fluoride | .24 | .37-.37 | 4.0 | 4 | ppm | Erosion of natural deposits; Water additive which promotes strong teeth; discharge from fertilizer & aluminum factories |
| 2015 | N | Nitrate | 0.01 | 0.01-0.02 | 10 | 10 | ppm | Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits |

| Collection Date | Violation | Radioactive Contaminants | Highest Level Detected | Range of Levels Detected | MCLG | MCL | Unit of Measure | Source of Contamination |
|---|---|---|---|---|---|---|---|---|
| 11/05/2015 | N | Combined Radium 226/228 | 2.8 | 2.8-2.8 | 0 | 5 | pCi/L | Erosion of natural deposits |
| 11/05/2015 | N | Gross alpha excluding radon and uranium | 3 | 2.8-2.8 | 0 | 15 | pCi/L | Erosion of natural deposits |

| Collection Date | Violation | Disinfectant | Highest Level Detected | Range of Level | MCLG | MCL | Unit of Measure | Source of Chemical |
|---|---|---|---|---|---|---|---|---|
| 2014 | N | Total Trihalomethanes | 1 | 0-1.3 | NO GOAL | 80 | ppb | By-product of drinking water disinfection |

| Date Sampled | Violation | Contaminant | 90th Percentile | Exceeding Action Level | Action Level | MCLG | Unit of Measure | Source of Contaminant |
|---|---|---|---|---|---|---|---|---|
| 09/13/2013 | N | Lead | 4.65 | 0 | 15 | 0 | ppb | Corrosion of household plumbing systems; erosion of natural deposit |
| 09/13/2013 | N | Copper | .164 | 0 | 1.3 | 1.3 | ppm | Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives |

**Total Coliform**

| Violation Type | Violation Begin | Violation End | Violation Explanation |
|---|---|---|---|

**Total Coliform:** Total coliform bacteria are used as indicators of microbial contamination of drinking water because testing for them is easy. While not disease-causing organisms themselves, they are often found in association with other microbes that capable of causing disease. Coliform bacteria are more hardy than many disease-causing organisms; therefore, their absence from water is a good indication that the water is microbiologically safe for human consumption

**MFL:** million fibers per liter (a measure of asbestos)

**Disinfection Byproducts:** Not reported or none detected

**NTU:** Nephelometric turbidity units (a measure of turbidity)

**Na:** not applicable

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

**pCi/L:** Picocuries per liter (a measure of radioactivity)

**Organic Contaminants:** Testing waived, not reported, or none detected

**Abbreviations**

ppm-parts per million, or milligrams per liter (mg/L)

ppb-parts per billion, or micrograms per liter (mg/L)

ppt-parts per trillion, or nanograms per liter (ng/L)

ppq-parts per quadrillion, or pictograms per liter(pg/L)

For more information contact:

City of Liberty Attn: Mark Reed 1829 Sam Houston Liberty, Texas 77575 936-336-2910 mreed@cityofliberty.org

Attachment: CCR Rpt 2015 (3553 : PH Drinking Water Quality)

# City of Liberty 2015 Drinking Water Quality Report

**Special Notice for the ELDERLY, INFANTS, CANCER PATIENTS, people with HIV/AIDS or other immune problems:**
Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The EPA/Centers for Disease Control and Prevention (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

**Our Drinking Water Meets or Exceeds All Federal (EPA) Drinking Water Requirements**
This report is a summary of the quality of the water we provide our customers. The analysis was made by using the data from the most recent U.S. Environmental Protection Agency (EPA) required tests and is presented in the attached pages. We hope this information helps you become more knowledgeable about what's in your drinking water. WATER SOURCES: The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water before treatment include: microbes, inorganic contaminants, pesticides, herbicides, radioactive contaminants, and organic chemical contaminants. Some more knowledgeable about what's in your drinking water.

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

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

**ALL drinking water may contain contaminants.**
When drinking water meets federal standards there may not be any health based benefits to purchasing bottled water or point of use devices. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (1-800-426-4791).

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

**Water Loss**
In the water loss audit submitted to the Texas Water Development Board for the time period of Jan-Dec 2015, our system lost an estimated 128,814,543 gallons of water. If you have any questions about the water loss audit please call PWS phone number.

**Public Participation Opportunities**
July 12, 2016 at 6:00pm at City Hall in the Council Chambers.

Attachment: CCR Rpt 2015 (3553 : PH Drinking Water Quality)

City of Liberty
1829 Sam Houston
Liberty, Tx 77575

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Property Sale

## COUNCIL ACTION (ID # 3554)

DOC ID: 3554

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We have an offer on the following property:

Account numbers 004540-000014-009 (PID # 48687)

BEING described as Garrett, Block 3, Lot 1, and being further identified in the Tax Rolls of Liberty County as Account # 004540-000014-009.

| | | | |
|---|---|---|---|
| Offeror: | Name: | Aubrey L Williams | |
| | Address: | 5010 McKnight Rd. | |
| | | Pearland, Texas 77584 | |
| | Phone #: | 832-419-8729 | |

| | | | | |
|---|---|---|---|---|
| Tax owed: | Liberty ISD | $ 12,332.80 | = | 53.77 % |
| | City of Liberty | $ 4,733.17 | = | 20.64 % |
| | County | $ 5,868.90 | = | 25.59 % |
| Total taxes owed: | | $ 22,934.87 | | |

| | |
|---|---|
| Offer: | $ 3,000.00 |
| Less court costs TX13101610 | $ 1,199.00 |
| Deed Filing Fee | $ 24.00 |
| Amount to be distributed: | $ 1,777.00 |

| | |
|---|---|
| Amount to be received by Liberty ISD | $ 955.49 |
| Amount to be received by the City of Liberty | $ 366.77 |
| Amount to be received by County | $ 454.74 |
| | $ 1,777.00 |

| | |
|---|---|
| Total per cent recovered by | 7.75 % |
| Total Base Tax | $ 7,524.42 |
| Per cent of base amount recovered | 23.62 % |
| CAD value (PID #48687) | $ 12,650.00 |
| Percent of CAD value recovered | 14.05 % |

518 Franklin - South of 90
Struck - 2018
Land - 3300
building - 9640 -

Attachment: Tax Resale Property (3554 : Tax Resale Property)

Liberty County Strike Off Property

# RESALE BIDDERS INFORMATION FORM

## BUYER INFORMATION

Name: AUBREY L. WILLIAMS

Address: 5010 MCKNIGHT
PEARLAND TX 77584

Phone Number: 832-419-8729

## PROPERTY INFORMATION

Suit # TX 13101610

Account # 004540-00004-009

Legal Description: GARRETT BLOCK 3 LOT 1

## PROPOSED BID INFORMATION

Amount of Bid: $3,000.00

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

Mike Fielder
Fielder, Gunter & Davis
108 W. Clayton
P.O. Box 1265
Dayton, TX 77535

Phone (936) 258-5536, Fax: (936)258-5508, email: mike@texasriverslaw.com

Attachment: Tax Resale Property (3554 : Tax Resale Property)

Server: LIBERTYTAX

Database: LIBERTYCOUNTY

User: TAXOFCBACK09152\Owner

Form: Account Status

Date: 6/13/2016 11:01:20 AM

Account 004540-000014-009 | AD # 48687 | I | N

Legal GARRETT, BLOCK 3, LOT 1

Refresh

Owner LIBERTY COUNTY TRUSTEE
1923 SAM HOUSTON ST
LIBERTY, TX 77575-480

Stat J

Sup

A Val 12,650 | S Def | Deed | Acres 0.000000 | Frozen Information: No Frozens | Fiduciaries: 0 found

L Val 3,300 | E Def | Vol 0 | Sq Ft 0 | Exemptions: MISC

I Val 9,350 | Ag Def 0 | Page 0 | Inst 0 | Roll R | NonBilled: 0 Found

Loc 0000518 FRANKLIN | Map# | 06/13/2016 | Today | Override P&I | Paid

Receivables | Detail | Audit | Owner ID: 187784 | 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 | | 7,524.42 | 902.97 | 11,515.98 | 2,991.50 | 22,934.87 | .00 | .00 |
| 2015 | | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 2014 | | 260.44 | 31.25 | 44.28 | 50.39 | 386.36 | .00 | .00 |
| 2013 | J | 316.87 | 38.04 | 91.89 | 67.04 | 513.84 | .00 | .00 |
| 2012 | J | 314.31 | 37.72 | 128.86 | 72.13 | 553.02 | .00 | .00 |
| 2011 | J | 313.97 | 37.68 | 166.41 | 77.70 | 595.76 | .00 | .00 |
| 2010 | J | 610.15 | 73.23 | 396.60 | 162.00 | 1,241.98 | .00 | .00 |
| 2009 | J | 295.96 | 35.51 | 227.90 | 83.91 | 643.28 | .00 | .00 |
| 2008 | J | 295.38 | 35.44 | 262.88 | 89.05 | 682.75 | .00 | .00 |
| 2007 | J | 284.75 | 34.18 | 287.58 | 90.99 | 697.50 | .00 | .00 |
| 2006 | J | 321.42 | 38.57 | 363.21 | 108.47 | 831.67 | .00 | .00 |
| 2005 | J | 333.85 | 40.06 | 417.32 | 118.68 | 909.91 | .00 | .00 |
| 2004 | J | 323.24 | 38.80 | 442.84 | 120.73 | 925.61 | .00 | .00 |
| 2003 | J | 317.61 | 38.11 | 473.24 | 124.35 | 953.31 | .00 | .00 |
| 2002 | J | 304.24 | 36.51 | 489.83 | 124.59 | 955.17 | .00 | .00 |
| 2001 | J | 277.13 | 33.25 | 479.42 | 118.47 | 908.27 | .00 | .00 |
| 2000 | J | 279.66 | 33.56 | 517.37 | 124.58 | 955.17 | .00 | .00 |
| 1999 | J | 279.43 | 33.54 | 550.48 | 129.51 | 992.96 | .00 | .00 |

Attachment: Tax Resale Property (3554 : Tax Resale Property)

LIBERTY COUNTY
TAX ASSESSOR - COLLECTOR
RICHARD L BROWN

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

ACCOUNT: 004540-000014-009

2015+ Tax Statement

| | |
|---|---|
| Statement Date: | 06/13/2016 |
| Owner: | LIBERTY COUNTY TRUSTEE |
| Mailing Address: | 1923 SAM HOUSTON ST<br>LIBERTY TX 77575-4800 |

| | |
|---|---|
| Property Location: | 0000518 FRANKLIN |
| Acres: | 0 |
| Legal Description: | GARRETT, BLOCK 3, LOT 1 |

Exemptions:

| NON-HOMESITE VAL | APPRAISED VALUE |
|---|---|
| 12,650 | 12,650 |

| Taxing Entities | Exemption Amount | Taxable Value | Tax Rate Per $100 | Base Tax |
|---|---|---|---|---|
| CITY OF LIBERTY | 12,650 | 0 | 0.590000 | 0.00 |
| LIBERTY COUNTY | 12,650 | 0 | 0.578800 | 0.00 |
| LIBERTY CO HD #1 | 12,650 | 0 | 0.090000 | 0.00 |
| NAVIGATION SOUTH | 12,650 | 0 | 0.017800 | 0.00 |
| LIBERTY ISD | 12,650 | 0 | 1.394300 | 0.00 |
| WATER DISTRICT #5 | 12,650 | 0 | 0.059700 | 0.00 |
| | | | TOTAL BASE TAX | 0.00 |

LAWSUIT: TX13101610

| | |
|---|---|
| PRIOR YEARS | 22,934.87 |
| Total Amount Due | 22,934.87 |

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

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

↓ Detach ↓

*Detach and return this portion with your check payable to:*

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

Delinquent Date: 02/01/2016

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

2015 +Tax Statement
06/13/2016

Property Account Number
004540-000014-009

**Total Amount Due $22,934.87**

OWNER: LIBERTY COUNTY TRUSTEE
PIDN: 48687
FID:
TX13101610

LIBERTY COUNTY TRUSTEE
1923 SAM HOUSTON ST
LIBERTY TX 77575-4800

| IF PAID IN | AMOUNT DUE |
|---|---|
| JUL | 23,021.46 |
| AUG | 23,107.95 |
| SEP | 23,194.46 |
| OCT | 23,280.98 |
| NOV | 23,367.50 |
| DEC | 23,454.11 |

Attachment: Tax Resale Property (3554 : Tax Resale Property)

# Liberty CAD eSearch

## Property ID: 48687 For Year 2016

Attachment: Tax Resale Property (3554 : Tax Resale Property)

# Property Details

## Account

| | |
|---|---|
| Property ID: | 48687 |
| Legal Description: | GARRETT, BLOCK 3, LOT 1 |
| Geographic ID: | 004540-000014-009 |
| Agent Code: | |
| Type: | Real |

## Location

| | |
|---|---|
| Address: | 518 FRANKLIN TX |
| Map ID: | 807/39 A |
| Neighborhood CD: | LISD01 |

## Owner

| | |
|---|---|
| Owner ID: | 187784 |
| Name: | LIBERTY COUNTY TRUSTEE |
| Mailing Address: | 1923 SAM HOUSTON ST<br>LIBERTY, TX 77575-4800 |
| % Ownership: | 100.0% |
| Exemptions: | EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)<br>For privacy reasons not all exemptions are shown online. |

# Property Values

| | |
|---|---|
| Improvement Homesite Value: | $0 |
| Improvement Non-Homesite Value: | $9,640 |
| Land Homesite Value: | $0 |
| Land Non-Homesite Value: | $3,300 |
| Agricultural Market Valuation: | $0 |
| | |
| Market Value: | $12,940 |
| Ag Use Value: | $0 |
| | |
| Appraised Value: | $12,940 |
| HS Cap: | $0 |
| | |
| Assessed Value: | $12,940 |

Attachment: Tax Resale Property (3554 : Tax Resale Property)

**VALUES DISPLAYED ARE 2016 PRELIMINARY VALUES and are subject to change prior to Certification**

**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 | 0.000000 | $12,940 | $0 | $0.00 | |
| CLI | CITY OF LIBERTY | 0.590000 | $12,940 | $0 | $0.00 | |
| GLI | LIBERTY COUNTY | 0.578800 | $12,940 | $0 | $0.00 | |
| HD1 | HOSPITAL DISTRICT 1 | 0.090000 | $12,940 | $0 | $0.00 | |
| NAVS | NAVIGATION-SOUTH | 0.017800 | $12,940 | $0 | $0.00 | |
| PR1 | PRECINCT 1 | 0.000000 | $12,940 | $0 | $0.00 | |
| SLI | LIBERTY ISD | 1.394300 | $12,940 | $0 | $0.00 | |
| WD5 | WATER DISTRICT 5 | 0.059700 | $12,940 | $0 | $0.00 | |

**Total Tax Rate:** 2.730600 **Estimated Taxes With Exemptions:** $0.00 **Estimated Taxes Without Exemptions:** $353.34

## Property Improvement - Building

**Type:** RESIDENTIAL **State Code:** X1 **Living Area:** 774.00sqft **Value:** $9,640

| Type | Description | Class CD | Exterior Wall | Year Built | SQFT |
|---|---|---|---|---|---|
| 111 | OPEN FRAME PORCH | * | | 1968 | 40.00 |
| MA | MAIN AREA | 4M | WF | 1968 | 774.00 |

## Property Land

| Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|
| PRI | PRIMARY SITE | 0.1148 | 5,000.00 | 0.00 | 0.00 | $3,300 | $0 |

Attachment: Tax Resale Property (3554 : Tax Resale Property)

## Property Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $9,640 | $3,300 | $0 | $12,940 | $0 | $12,940 |
| 2015 | $9,350 | $3,300 | $0 | $12,650 | $0 | $12,650 |
| 2014 | $9,350 | $3,300 | $0 | $12,650 | $0 | $12,650 |
| 2013 | $9,350 | $3,300 | $0 | $12,650 | $0 | $12,650 |
| 2012 | $9,350 | $3,300 | $0 | $12,650 | $0 | $12,650 |
| 2011 | $9,350 | $3,300 | $0 | $12,650 | $0 | $12,650 |
| 2010 | $21,040 | $3,300 | $0 | $24,340 | $0 | $24,340 |
| 2009 | $10,550 | $1,250 | $0 | $11,800 | $0 | $11,800 |

## Property Deed History

| Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Number |
|---|---|---|---|---|---|---|---|
| 10/28/2014 | TAX | TAX DEED | DEBLANC RUBY LEE | LIBERTY COUNTY TRUSTEE | 2014017658 | | |

**VALUES DISPLAYED ARE 2016 PRELIMINARY VALUES and are subject to change prior to Certification**

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 Resale Property (3554 : Tax Resale Property)

# Map Title

June 14, 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

1:1,132

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

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

Liberty County Appraisal District & BIS Consulting - w

This product and relative contents are the property of the respective governmental entity and BIS Consultants. Use is restricted



Attachment: Tax Resale Map (3554 : Tax Resale Property)

Attachment: Tax Property Pic (3554 : Tax Resale Property)

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Airport Improvements

## COUNCIL ACTION (ID # 3555)

DOC ID: 3555

.

Attachment: Airport Drainage Project (3555 : Airport Drainage Project)



# ENGINEER'S OPINION OF PROBABLE COST

**LIBERTY MUNICIPAL AIRPORT**
**CSJ NO. 1220LBRTY**
**RPS Klotz Associates Project No. 0500.041.002**
**April 21, 2016**

| BASE BID | | | | | | |
|---|---|---|---|---|---|---|
| ITEM NO | SPEC | BID ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
| 1 | P-100-2.1 | Mobilization | LS | 1 | $50,400 | $50,400 |
| 2 | P-102-5.1 | Low Profile Barricades and Runway "X" Closed Markers | LS | 1 | $4,000 | $4,000 |
| 3 | P-150-4.1 | Remove, plug and abandon 4'x3' Box Culvert | LS | 1 | $12,000 | $12,000 |
| 4 | P-152-4.1 | Unclassified Excavation | CY | 2,200 | $9 | $19,800 |
| 5 | P-156-5.1 | Sediment Control Fence | LF | 3,000 | $3 | $9,000 |
| 6 | P-156-5.2 | Stabilized Construction Exit | EA | 1 | $2,500 | $2,500 |
| 7 | TX-340-01 | Remove and Replace RWY/TWY Pavement, Full Depth w/ Base | SY | 400 | $160 | $64,000 |
| 8 | TX-340-02 | Remove and Replace HWY Pavement, Full Depth w/ Base | SY | 60 | $150 | $9,000 |
| 9 | P-610-5.1 | Concrete Pilot Channel (4" thick) (Infield) | SY | 730 | $50 | $36,500 |
| 10 | D-701-5.1 | 24" Reinforced Concrete Pipe (CL III) | LF | 40 | $200 | $8,000 |
| 11 | D-701-5.2 | 36" Reinforced Concrete Pipe (CL III) | LF | 120 | $130 | $15,600 |
| 12 | D-701-5.3 | 4'x3' Pre-Cast Concrete Box Culvert | LF | 276 | $400 | $110,400 |
| 13 | D-701-5.4 | 6'x3' Pre-Cast Concrete Box Culvert | LF | 276 | $530 | $146,280 |
| 14 | D-752-5.1 | SET (TY II) (24") (RCP) (3:1) (Parallel) | EA | 2 | $2,000 | $4,000 |
| 15 | D-752-5.2 | SET (TY II) (36") (RCP) (3:1) (Cross) | EA | 4 | $2,500 | $10,000 |
| 16 | D-752-5.3 | Wingwall (FW - 0) (HW - 4FT) | EA | 4 | $7,800 | $31,200 |
| 17 | TX-502-01 | Barricades, Signs, and Traffic Handling | LS | 1 | $8,000 | $8,000 |
| 18 | T-901-5.1 | Seeding | AC | 2 | $2,000 | $4,000 |
| 19 | T-905-5.1 | Topsoiling (On-site) | CY | 1,200 | $8 | $9,600 |

| | | |
|---|---|---|
| **SUBTOTAL BASE BID** | | **$554,280** |
| CONTINGENCY | 10% | $55,400 |
| **TOTAL CONSTRUCTION COST BASE BID** | | **$609,680** |
| ENGINEERING COST (Construction Phase Services/Closeout) | 4% | $22,200 |
| CONSTRUCTION INSPECTION (RPR) (3 MONTHS) | | $42,000 |
| CONSTRUCTION MATERIALS TESTING | 3% | $16,700 |
| ADVERTISING | | $2,000 |
| **Estimated Total Project Cost Base Bid** | | **$692,580** |
| **ACIP Construction Budget** | | **$655,300** |
| **Over Budget** | | **$37,280** |

**Bid/Deduct Alternate**

| | |
|---|---|
| Deduct Alt. 1: Earthen Lined Infields | -$36,500 |

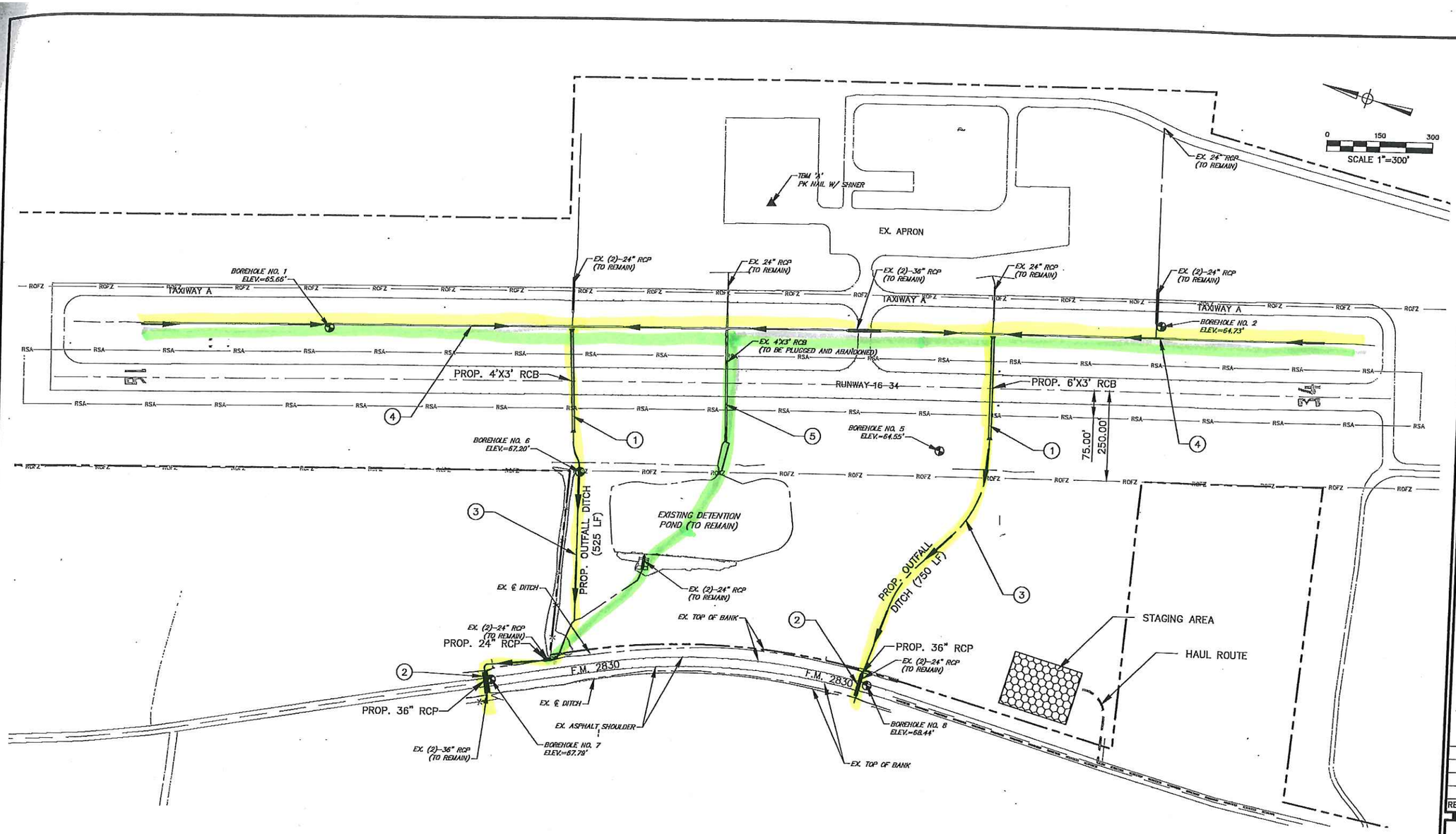
**Total Probable Project Cost with Bid Alternate**

| | |
|---|---|
| Base Bid + Bid/Deduct Alts | $656,080 |

RPS klotz associates

Attachment: Airport Drainage Proj Map (3555 : Airport Drainage Project)






## PROPOSED DRAINAGE IMPROVEMENTS (BASE BID)

1. INSTALL 6'X3' BOX CULVERT AND 4'X3' BOX CULVERT. (SEE SHEET C-004 FOR ADDITIONAL DETAILS)
2. INSTALL ADDITIONAL PIPES ON FM 2830. (SEE SHEET C-004 FOR ADDITIONAL DETAILS)
3. GRADING OF PROPOSED DITCHES. (SEE SHEET C-004 FOR ADDITIONAL DETAILS)
4. GRADING OF AIRFIELD INFIELD DITCHES. (SEE SHEETS C-001 TO C-003 FOR ADDITIONAL DETAILS)
5. PLUG & ABANDON EXISTING 4'X3' RCBC. (SEE SHEET C-004 FOR ADDITIONAL DETAILS)

Green ~~Orange~~ - Existing

Yellow - New

klotz associates
4811 Southwest Parkway, Parkway 2, Suite 150,
Austin, Texas 78735
T 512.328.5771 • Texas PE Firm Reg. #F-929

LIBERTY MUNICIPAL AIRPORT
LIBERTY, TEXAS

DRAINAGE IMPROVEMENTS

Texas Department of Transportation
Aviation Division

LEGEND

- BENCHMARK
- BOREHOLE
- PROPERTY BOUNDARY
- RSA — RUNWAY SAFETY AREA
- ROFZ — RUNWAY OBJECT FREE ZONE
- EXIST CULVERT/ PIPE
- PROPOSED CULVERT/ PIPE
- PROPOSED FLOW DIRECTION
- STAGING AREA
- STABILIZED CONSTRUCTION EXIT
- HAUL ROUTE

| REV | DESCRIPTION | BY | DATE |
|---|---|---|---|

100% FINAL DESIGN

SUBMITTED FOR INTERIM REVIEW
Under the authority of:
PHILIP HUNTLEY, P.E.
LICENSE NO. 122578
DATE: April 2016, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

OVERALL
PROJECT LAYOUT

| | | | |
|---|---|---|---|
| Klotz Project No | 0500.041.002 | | |
| Drawn By | RT | Checked By | PH |
| Scale | 1"=300' | Date | 04/21/2016 |
| DWG No | G-004 | Sheet | 4 Of 17 |

J:\0500.041.002\07.00 CADD\Liberty Drainage\02-Construction Drawings\0500.041.002 OVERALL LAYOUT 01.dwg Apr 20 2016

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Wastewater Issues

## COUNCIL ACTION (ID # 3556)

DOC ID: 3556

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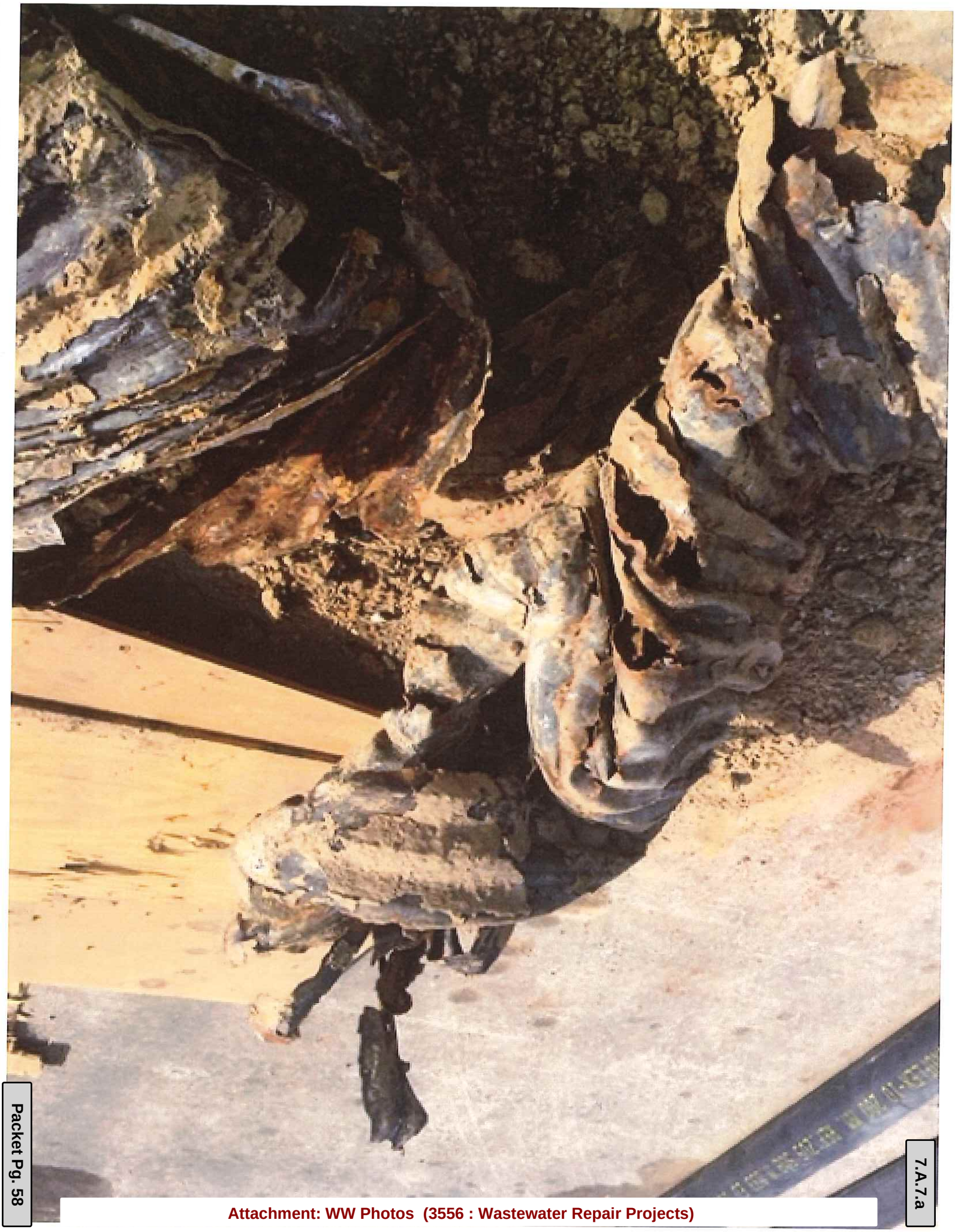

**The City of Liberty**
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Financial Issues

## COUNCIL ACTION (ID # 3557)

DOC ID: 3557

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Wastewater Issues

## COUNCIL ACTION (ID # 3558)

DOC ID: 3558

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## Dianne Tidwell

**From:** City of Hardin <cityofhardin@teleshare.net>
**Sent:** Friday, June 03, 2016 4:42 PM
**To:** Tidwell Dianne
**Cc:** Mayor Blume
**Subject:** City of Hardin

**Importance:** High

Dianne,

Mayor Blume has requested to be on the Agenda for the July 2016 Meeting to discuss the overage invoice(s).

If additional information is needed or a special form is to be completed for this, please let me know as soon as possible.

Thanks,

Lana Webb
City Secretary
City of Hardin, Texas

Attachment: Hardin Request (3558 : Hardin Wastewater Flows)

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

Meeting: 07/12/16 06:00 PM

Department: Administration
Category: Executive Session Items

## COUNCIL ACTION (ID # 3559)

DOC ID: 3559

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