



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, December 13, 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 # 3664)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 3665)

Sam Rayburn Municipal Power Agency - Mayor Pickett

C. Information Item (ID # 3666)

Charter Review Commission - City Sec. D. Tidwell

D. Information Item (ID # 3667)

City Council Filing Period - City Sec. D. Tidwell

E. Information Item (ID # 3668)

Proclamation-Liberty High School Football Team-Mayor Pickett

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, November 08, 2016
2. Tuesday, November 15, 2016
3. Friday, November 18, 2016

VII. REGULAR AGENDA**A. Regular Session****1. Ordinance (ID # 3669)**

Consider adoption of an Ordinance of the City of Liberty, Texas annexing a 147.2 Acre (0.23 square miles) tract of land, providing for the extension of certain boundary limits of the City to include certain territory described by Liberty County Appraisal District Records as Property ID # 15145; 19047; 18848; and 18847; approving petitions for voluntary annexation by certain owners in the territory to be annexed; authorizing Local Government Code Chapter 380 Agreements providing a tax refund to certain properties; providing that annexed territory bears pro rata part of taxes; adopting a Service Plan for the annexed properties; authorizing Development Agreements for certain properties to remain in the Extraterritorial Jurisdiction of the City; providing a savings clause; and dispensing with the requirement of Section 3.10 of the Home Rule Charter that all ordinances be read on two separate days.

- Exhibit 1-Phase II Ord Adoption (PDF)
- Exhibit 2 - Phase II Ord Adoption (PDF)
- Exhibit 3-Phase II Ord Adoption (PDF)
- Exhibit 4-Phase II Ord Adoption (PDF)
- Exhibit 5-Phase II Ord Adoption (PDF)

2. Resolution (ID # 3670)

Consider a Resolution declaring the intention of the City of Liberty, Texas, to annex certain territory described as 1.03 square miles beginning at the Southeast Corner of the Rayonier Texas Timberlands Acquisition LLC Tract recorded in the Official Public Records, Liberty County, Texas, having coordinates of N:9993970.39 E:4047961.98; setting the dates, times, and places for two public hearings at which all interested parties shall have an opportunity to be

heard; providing for publication of notices of such public hearing; and directing preparation of a Municipal Service Plan for the territory proposed to be annexed.

- Phase III Resolution - Tract 3 Metes & Bounds (PDF)

3. Ordinance (ID # 3671)

Consider adoption of an Ordinance amending the Master Fee Schedule to include fees associated with refuse collection.

4. Council Action (ID # 3672)

Consider award of a new pickup truck for the Street Department.

- Vehicle Costs (PDF)

5. Council Action (ID # 3673)

Consider award of a new pickup truck and cage for the Animal Control Department.

- Vehicle Costs (PDF)

6. Council Action (ID # 3674)

Consider award of a vehicle for the Police Department, CID Division.

- Vehicle Costs (PDF)

7. Council Action (ID # 3675)

Consider award of contract for the demolition of the apartment building located at 1309 N. Main Street.

- Demolition Quotes (PDF)

8. Council Action (ID # 3676)

Consider award of contract for a new splash pad at the Liberty Municipal Park.

- Splash Pad Proposals (PDF)

9. Council Action (ID # 3677)

Discussion regarding chairs and tables in the Liberty Center, and take any action deemed necessary.

10. Council Action (ID # 3678)

Consider appointments to the 2016-2019 Airport Advisory Board.

11. Council Action (ID # 3679)

Consider appointments to the 2016-2019 Community Development Advisory Board.

B. WORK SESSION

1. Work Session (ID # 3680)

Discussion of the Sign Ordinance.

2. Work Session (ID # 3681)

Discussion of tiny homes and building regulations.

C. Executive Session

Government Code §551.071

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

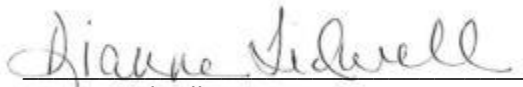
1. Pending and/or Contemplated Litigation - Engineering Contract.

D. Reconvene into Regular Session**1. Council Action (ID # 3682)**

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

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

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 9th day of December, 2016 at 4:30 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Dianne Tidwell, City Secretary

NOTICE

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2016.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3664)

DOC ID: 3664



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3665)

DOC ID: 3665



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3666)

DOC ID: 3666 A

EXPLANATION:

City Charter Section 13.13(a) - The City Council shall appoint, at its first regular meeting in January of each odd numbered year, a Charter Review Commission of five (5) citizens of the City of Liberty.

Section 13.13(c) - The term of office of such Charter Review Commission shall be six (6) months. Upon the written request of a majority of Charter Review Commission members, the City Council may extend the Commission's term of office for a period not to exceed ninety (90) days.

2105 Charter Review Members were: Jaime Carter, Victor Barranco, Marsha LaFour, Frank Jordan and Glenda Callaway.

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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Election Information

INFORMATION ITEM (ID # 3667)

DOC ID: 3667 A

EXPLANATION:

The City's General Election for Officers will be held on the uniform election date of May 6, 2017. The first day for filing an application for a place on the ballot is January 18, the last day is February 17th.

Those Council Members whose terms will be expiring are: Dennis Beasley, Diane Huddleston and Libby Simonson.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.E

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Proclamations

INFORMATION ITEM (ID # 3668)

DOC ID: 3668



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, November 8, 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	Absent	
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 Pastor Edwards, Turkey Creek Baptist Church.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags were led by Police Chief Tom Claunch and Fire Chief Brian Hurst, respectively.

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. The following comments were made by Council, Management and Staff:

Minutes Acceptance: Minutes of Nov 8, 2016 6:00 PM (Minutes Approval)

- Councilperson Simonson thanked the Police Department for expending their personal funds to pass out glow bracelets to the children on Halloween
- City Manager Gary Broz reported that there would be two special called meetings to be held on November 15 & 18 regarding annexation
- Police Chief Claunch reported on a new department program, "Coffee with a Cop"
- Fire Chief Hurst reported on their annual fundraiser, the "Thanksgiving Turkey Fry".

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3643)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Broz reported on the following:

- Solid Waste transition with new vendor going well
- WWTP annual inspection went well
- Electric upgrades continuing
- Recent health fair for employees
- December 8th, annual Employee Dinner
- Other current City projects.

B. Information Item (ID # 3644)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported that the minutes of the May 17th meeting are included in the Council handouts and that each member city has received \$2 million as a distribution from the Cambridge Project.

Mr. Broz reviewed a powerpoint presentation with pictures of the new transformer recently placed at the Liberty Substation. The installation of this transformer is part of the electric system upgrades that will provide the City with redundancy and additional reliability for its' customers.

C. Information Item (ID # 3655)

Airport Advisory Board

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell informed the Council that the authority of the Airport Advisory Board will cease December 31, 2016. Ms. Tidwell reviewed the mission, membership requirements and extending the term of the Board, which will be considered at a future meeting.

D. Information Item (ID # 3656)

Community Development Advisory Board

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell informed the Council that the authority of the Community Development Advisory Board will cease December 31, 2016. Ms. Tidwell reviewed the mission, membership requirements and extending the term of the Board, which will be considered at a future meeting.

VI. CONSENT AGENDA

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

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

A. Minutes Approval

1. Tuesday, October 11, 2016

VII. REGULAR AGENDA**A. Regular Session****1. Council Action 2016-99**

Consider a request from the Liberty Independent School District for assistance with new electrical service at Liberty High School, and take any action deemed necessary.

COMMENTS - Current Meeting:

Lengthy discussion was held regarding the Liberty Independent School District 's request for assistance with new electric service at the High School. Discussed were pad mounted transformers, pulling wire and primary metering, estimated costs, responsibility of each entity and other related issues.

Council asked that the school district rework their request, with the City to provide equipment and labor, and return to Council with a plan for reimbursement to the City.

RESULT:	NO ACTION TAKEN
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2. Council Action 2016-100

Minutes Acceptance: Minutes of Nov 8, 2016 6:00 PM (Minutes Approval)

Consider appointments to the Liberty Municipal Library Board.

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported on the Liberty Municipal Library Board, its membership, those individuals whose terms were expired and Library Director's recommendations for appointment as follows:

Library Director Dana Abshier recommends the reappointment of Joanne Knepper, Yvonne Lawrence, Susan LaCour; and the appointment of Ellen English and Mitzi Kline to fill the positions left by Abby Cumbie and Laurie Elliott who have met the term limits.

Motion was made to approve the Library Directors' recommendation.

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

3. Council Action 2016-101

Consider selection of an engineer for the Texas Community Development Block Grant Program, Layl Drive Sewer Improvements, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the City received five (5) proposals in response to an RFQ for Engineering Services for a Texas Community Development Block Grant Program. This project is the final portion of the Layl Drive Sewer Improvements in the amount of \$350,000.00.

Proposals were reviewed and scored, with management recommending O'Malley Strand, Brenham, Texas. After brief discussion, a motion was made to approve the appointment of O'Malley Strand as engineers for this project.

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

4. Council Action 2016-102

Discussion regarding the option to change the City's General Election date from the month of May to the month of November, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported that municipalities have until December 31, 2016 to change the date on which they hold their general election for officers, to the November uniform election date. Ms. Tidwell reviewed arguments for and against the issue, after which there was discussion, but no action was taken. The City's General Election will therefore

remain on the May uniform election date.

RESULT: NO ACTION TAKEN

5. Council Action 2016-104

Consider authorizing the purchase of a video camera for inspection of the sanitary sewer lines, and take any action deemed necessary.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on the proposed use of a video camera for inspection of sanitary sewer lines for tap locations, line failures and blockages. Three cameras were evaluated, with the one best meeting the requirements of the Wastewater Department, being a self-propelled camera on wheels from RS Technical Services for a cost of \$41,944. This camera will record both audio and video.

After brief discussion, a motion was made to approve the purchase of the camera from RS Technical Services, Inc., at a cost of \$41,944.

ATTACHMENTS:

- Agenda Form-Video Camera-WW (DOCX)

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

6. Council Action 2016-105

Consider approval of a bid for Tax Resale Property described as Liberty Outer Blocks, Block 105, Lot 4, TR 5 (118 Alabama).

COMMENTS - Current Meeting:

City Attorney Brandon Davis reviewed a powerpoint presentation on tax resale property located on Alabama Street. An offer of \$8500.00 has been made, with total taxes owed to all taxing entities in the amount of \$51,969.45. If the bid is accepted, \$1599.28 will be distributed to the City of Liberty.

After brief discussion, a motion was made to accept the bid of \$8500.00 for the tax resale property described as Liberty Outer Blocks, Block 105, Lot 4, TR 5.

ATTACHMENTS:

- Tax Property-Alabama (PDF)
- Alabama 1 (JPG)
- Alabama2 (JPG)
- Alabama3 (JPG)

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

7. Council Action 2016-106

Consider approval of a bid for Tax Resale Property described as Liberty Outer Blocks, Block 49, Lot TR 18 (Washington & Tennessee).

COMMENTS - Current Meeting:

City Attorney Brandon Davis reviewed a powerpoint presentation on tax resale property, being a wooded lot south of Hwy. 90, at Washington and Tennessee Streets. An offer of \$4000.00 has been made, with total taxes owed to all taxing entities in the amount of \$11,811.82. If the bid is accepted, \$697.48 will be distributed to the City of Liberty.

After brief discussion, a motion was made to accept the bid of \$4000.00 for the tax resale property described as Liberty Outer Blocks, Block 49, Lot TR 18.

ATTACHMENTS:

- Tax Property-Washington & Tennessee (PDF)
- Washington & Tennessee 1 (JPG)
- Washington & Tennessee 2 (JPG)

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

8. Council Action 2016-107

Consider approval of a quote from Frazer Ltd. For an ambulance remount, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz requested approval of an ambulance remount of Fire Department Unit, MED-1; reporting that this is a budgeted item, in the amount of \$130, 825. Mr. Broz continued by stating that the box from MED-1 will be placed onto a new Ford F-350 chassis.

After brief discussion, a motion was made to approve the remount and quote from Frazer Ltd. In the amount of \$130,825.00.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Huddleston, Mayor Pro Tem
SECONDER:	Paul Glazener, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener
ABSENT:	Louie Potetz

9. Council Action 2016-108

Consider ratifying an emergency expenditure for sewer line repairs on Alabama and Washington Streets.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that during the week of October 24th, several additional sinkholes were located on Alabama and Washington Streets. Emergency repairs included placing 245 feet of new sewer line, one new manhole and one service connection. Lopez Construction submitted a quote of \$24,236.25 and were available immediately. Lopez Construction previously completed sinkhole repairs on Lakeside in Travis Park. Mr. Broz requested ratification of this emergency expenditure of \$24,236.25. Mr. Broz also remarked that AT&T has run cable through two of the City's sewer lines.

Following discussion, a motion was made to ratify the emergency expenditure of \$24,236.25 and to contact AT&T regarding reimbursement for repairs to sewer lines damaged by AT&T cable.

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

10. Ordinance 2016-17

Consider adoption of an Ordinance amending Article 1.08 of the Code of Ordinances regarding Issuance of Citations.

COMMENTS - Current Meeting:

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

"AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 1.08, ISSUANCE OF CITATIONS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS".

City Attorney Brandon Davis reported that the City's current citation ordinance allows for animal control officers to issue citations. The proposed Ordinance amends the previous ordinance by authorizing the addition of Code Enforcement Officers to also issue citations for ordinance violations. A motion was made to adopt the Ordinance as presented.

Minutes Acceptance: Minutes of Nov 8, 2016 6:00 PM (Minutes Approval)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Paul Glazener, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener
ABSENT:	Louie Potetz

B. Executive Session

Government Code §551.071 - Private Consultation with Attorney.

Pending or Contemplated Litigation - Engineering Contract.

At 7:38 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:05 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2016-103

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

RESULT:	NO ACTION TAKEN
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VIII. ADJOURNMENT**A. Motion To:** Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:05 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Nov 8, 2016 6:00 PM (Minutes Approval)



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

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, November 15, 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. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Fire Chief Brian Hurst reported on the Fire Department Annual Fundraiser, the "Turkey Fry" which will begin November 22nd.

Mayor Pickett reported on the following:

- Country Christmas Event - November 29
- Thanked employees Maria Olmos and Cathy Miller - City Hall Display Case decorations
- Rotary Chili Cook-off - December 3

- Thanked Liberty Women's Club for Trash Clean Up Project - November 15
- City Manager presented program at Rotary Club Luncheon today.

City Manager Broz reminded Council of the special called meeting to be held on November 18 at Noon regarding a public hearing on proposed annexation.

III. REGULAR AGENDA

A. Regular Session

1. Council Action 2016-109

Consider a request from the Liberty Independent School District for assistance with new electrical service at Liberty High School, and take any action deemed necessary.

COMMENTS - Current Meeting:

Lengthy discussion was held with representatives of the Liberty Independent School District regarding new electric service at the High School, to include primary metering at the pole. Discussed was the City purchasing all required material, equipment, transformers and providing installation to complete this project. In turn, LISD will reimburse the City for all funds expended for a total cost of approximately \$50,000.

A motion was made to approve the project as discussed.

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

2. Public Hearing (ID # 3657)

Public Hearing on the proposed annexation of .67 square miles beginning in the Easterly Line of the Maynard Properties Tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, Having coordinates of N:9999194.88, E:4045649.68.

COMMENTS - Current Meeting:

At 6:11 p.m., Mayor Pickett opened the Public Hearing on Phase II of proposed annexation by the City of Liberty. Mr. Art Pertile, Olson & Olson LLP was present to expound upon the proposed Phase II annexation of .67 square miles of property. However, Mr. Pertile explained that the revised annexation now includes a total of six (6) properties and .42 square miles. Five (5) of these are ag exempt properties. Mr. Pertile reviewed the properties, service plan, notices, petitions and agreements for annexation. This was the first of two public hearings on the proposed Phase II annexation.

At 6:25 p.m., Mayor Pickett closed the Public Hearing.

Minutes Acceptance: Minutes of Nov 15, 2016 6:00 PM (Minutes Approval)

ATTACHMENTS:

- Public Hearing Notices (DOC)

3. Council Action 2016-110

Consider extending the term of the Airport Advisory Board, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell informed the Council that the authority of the Airport Advisory Board will cease December 31, 2016. Ms. Tidwell reviewed the Board's mission and if the Board is not disbanded, members will be appointed at the December Council Meeting.

After brief discussion, a motion was made to extend the term of the Airport Advisory Board until December 31, 2019.

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

4. Council Action 2016-111

Consider extending the term of the Community Development Advisory Board, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell informed the Council that the authority of the Community Development Advisory Board will cease December 31, 2016. Ms. Tidwell reviewed the Board's mission and if the Board is not disbanded, members will be appointed at the December Council Meeting.

After brief discussion, a motion was made to extend the term of the Community Development Advisory Board until December 31, 2019.

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

5. Work Session (ID # 3661)

Discussion of current and proposed future City projects, needs and finance issues.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the \$14 million in total funds received by the City from the Cambridge Project; reviewing the expended funds and plans for the remaining unexpended funds. Mr. Broz also recommended the investment of \$14 million in 6, 9 and 12 month insured Certificates of Deposit. Those funds are proposed to be compiled from the following:

\$7,000,000 - Certificates of Obligation (Wastewater Projects)

\$4,000,000 - Cambridge - Unrestricted Funds

\$2,000,000 - Cambridge (new funds received) - Library Improvements

\$1,000,000 - Cambridge (from previous \$2.5 received)

Mr. Broz continued by reviewing a list of impending issues that need to be addressed:

- Police/Fire radios
- Splash Pad
- Animal Shelter Upgrade
- Backhoe - Water Dept.
- City Hall Upgrade
- Ambulance

These topics were discussed in detail for an approximate cost of \$900,000. Other subjects discussed were solid waste issues and code enforcement.

6. Council Action 2016-112

Consider funding various City projects and needs, as discussed in the Work Session.

COMMENTS - Current Meeting:

A motion was made by Councilperson Glazener, seconded by Councilperson Simonson to approve the investment of \$14 million in 6, 9 and 12 month insured Certificates of Deposit as discussed in the Work Session. Councilperson Huddleston abstained. The motion passed 6-0.

A motion was also made by Councilperson Glazener, seconded by Councilperson Beasley to move forward with the purchase of a backhoe, ambulance and Police/Fire radios from the needs list discussed and to return to Council with firm numbers on the City Hall, Animal Shelter and Splash Pad upgrades. The motion passed 7-0.

RESULT:	APPROVED [6 TO 0]
MOVER:	Paul Glazener, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, Potetz, Simonson, Arnold, Glazener
ABSTAIN:	Diane Huddleston

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:18 p.m.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Nov 15, 2016 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Friday, November 18, 2016

12:00 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	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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

III. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 3663)

Public Hearing on the proposed annexation of .67 square miles beginning in the Easterly Line of the Maynard Properties Tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, Having coordinates of N:9999194.88, E:4045649.68.

Minutes Acceptance: Minutes of Nov 18, 2016 12:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

At 12:02 p.m., the second Public Hearing on the proposed Phase II annexation by the City was opened. Mr. Art Pertile, Olson & Olson LLP was present to discuss the process and properties included. Mr. Pertile reviewed the six (6) tracts of land, annexation agreements received to date, only one (1) property not being ag-exempt, and other related issues.

Ms. Doris Davidson, Emergency Service District No. 3, was present with questions regarding the proposed annexed properties and the effect it may have on the District. Mr. Pertile addressed Ms. Davidson's questions and will meet with her for further detailed discussion following the Public Hearing.

Mr. Pertile commented that the future Phase III proposed annexation also includes six (6) tracts.

At 12:17 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- Public Hearing Notices (DOC)

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 12:18 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Nov 18, 2016 12:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Annexation

ORDINANCE (ID # 3669)

DOC ID: 3669 C

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING A 147.2 ACRE (0.23 SQUARE MILES) TRACT OF LAND, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE CERTAIN TERRITORY DESCRIBED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID # 15145; 19047; 18848; AND 18847; APPROVING PETITIONS FOR VOLUNTARY ANNEXATION BY CERTAIN OWNERS IN THE TERRITORY TO BE ANNEXED; AUTHORIZING LOCAL GOVERNMENT CODE CHAPTER 380 AGREEMENTS PROVIDING A TAX REFUND TO CERTAIN PROPERTIES; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTIES; AUTHORIZING DEVELOPMENT AGREEMENTS FOR CERTAIN PROPERTIES TO REMAIN IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING A SAVINGS CLAUSE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, the Texas Local Government Code Section 43.021 allows a home-rule municipality to (1) fix the boundaries of the municipality; and (2) extend the boundaries of the municipality and annex area adjacent to the municipality; and

WHEREAS, public hearings were held on November 15, 2016 and November 18, 2016 in the City Council Chambers of the City of Liberty, Texas where all interested persons were provided with an opportunity to be heard on the proposed annexation of the territory fully described in **EXHIBIT "1"** attached hereto and incorporated herein; and

WHEREAS, the above described territory lies within the extraterritorial jurisdiction of the City of Liberty, Texas; and

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

Section 1. That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. That petitions for voluntary annexation executed by certain owners or authorized representatives of territory lying adjacent to and adjoining the City of Liberty, Texas, as provided for and described in **EXHIBIT “2”** are hereby approved by City Council and annexed to the City of Liberty, Texas, and said territory shall hereafter be included within the boundary limits of the City of Liberty, Texas, and the present boundary limits of such city, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Liberty, Texas.

That Economic Development Agreements executed by owners or authorized representatives described in this Section 2 pursuant to Chapter 380 of the Texas Local Government Code in exchange for a refund of property taxes paid to the city for a term of forty (40) years, as provided for and described in **EXHIBIT “3”** are hereby approved by City Council. The Mayor is hereby authorized to execute the above described Economic Development Agreements.

Section 3. That the following described land and territory lying adjacent to and adjoining the City of Liberty, Texas, is hereby added and annexed to the City of Liberty, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Liberty, Texas, and the present boundary limits of such city, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Liberty, Texas, to-wit:

See EXHIBIT “1”

The territory described in Exhibit 1 is so annexed and shall be a part of the City of Liberty, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Liberty, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Liberty, Texas. The service plan attached hereto as **EXHIBIT “4”** is hereby adopted as part of the annexation of the property annexed to the City in **EXHIBIT “1.”**

Section 4. That properties identified by the Liberty County Appraisal District records as Property ID #18794, #18808, #18798; #18799; and #200580 shall remain in the extraterritorial jurisdiction of the City, as provided for and described herein in **EXHIBIT “5”**, and incorporated herein for all purposes, pursuant to Sections 43.035 and 212.171 of the Texas Local Government Code, The Mayor is hereby authorized to execute the agreements entered into pursuant to Sections 43.035 and 212.171 of the Texas Local Government Code. Copies of said Agreements are attached hereto in **EXHIBIT “5”** and are incorporated herein.

Section 5. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 6. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Liberty, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in Section 3 of this Ordinance to be annexed to the City of Liberty any lands or area which are presently part of and included within the limits of the City of Liberty, or which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Liberty's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

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

PASSED AND APPROVED in Liberty, Texas this ____ day of December, 2016.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

STATE OF TEXAS §
 §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the ____ day of _____, 2016 by, Mayor Carl Pickett of the City of Liberty, Texas.

Notary Public, State of Texas

Notary's Printed Name

Commission Expires: _____

Please Return Recorded Copy to:
Dianne Tidwell, City Secretary
City of Liberty
1829 Sam Houston
Liberty, Texas 77575

EXHIBIT 1

PROPERTY ANNEXED

EXHIBIT "A"
2016 ANNEXATION TRACT 2

Field Note Description for approximately .23 square miles for annexation to
incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2016 Annexation Tract 1, same point being in the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, point having coordinates of N:9999194.88, E:4045649.68;

THENCE SOUTHERLY along and with the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079 to a point being the Southeasterly corner of the Maynard Properties tract recorded in Volume 1819 Page 079 having coordinates of N:9998547.60, E:4045705.43, said point also being the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, said point also being in the North line of the Maynard Properties tract as recorded in Clerk's File No. 2006015349, Official Public Records, Liberty County, Texas;

THENCE WESTERLY along and with the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, the same being the North line of the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point having coordinates of N:9998521.83, E:4045435.33;

THENCE SOUTHERLY over and across the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point being in the North line of the Maynard Properties tract as recorded in Volume 1978 Page 726, Official Public Records, Liberty County, Texas having coordinates of N:9997461.67, E:4045536.58;

THENCE SOUTHEASTERLY over and across the Maynard Properties tract recorded in Volume 1978 Page 726 to a point being in the North line of the Baylor University tract referred to as Tract 6 as recorded in Volume 940 Page 662, Deed Records, Liberty County, Texas having coordinates of N:9996376.11, E:4046908.62;

THENCE WESTERLY with the south line of the Maynard Properties tract passing a point in the East bank of the Trinity River, to a point being in the apparent centerline of the Trinity River, having coordinates of N:9996111.21, E:4044051.89;

THENCE NORTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9998788.19, E:4044137.03;

THENCE WESTERLY over and across the Trinity River passing through a point located at the Southeast corner of the Robert G. Rowe tract as recorded in Clerk's File No. 2015022225, Official Public Records, Liberty County, Texas, continuing along and with the South line of the Robert G. Rowe tract to a point having coordinates of N:9998735.80, E:4042804.85;

THENCE NORTHERLY over and across the Robert G. Rowe tract to a point having coordinates of N:9999073.81, E:4042790.15, said corner also being the Southwest corner of the 2016 Annexation Tract 1;

THENCE EASTERLY over and across the Robert G. Rowe tract, passing through a point being in the West bank of the Trinity River, also passing a point in the East bank of the Trinity River, further continuing over and across the Maynard Properties tract recorded in Volume 1819 Page 079, the same being along and with the South line of the said 2016 Annexation Tract 1 to the **POINT OF BEGINNING** and containing .23 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

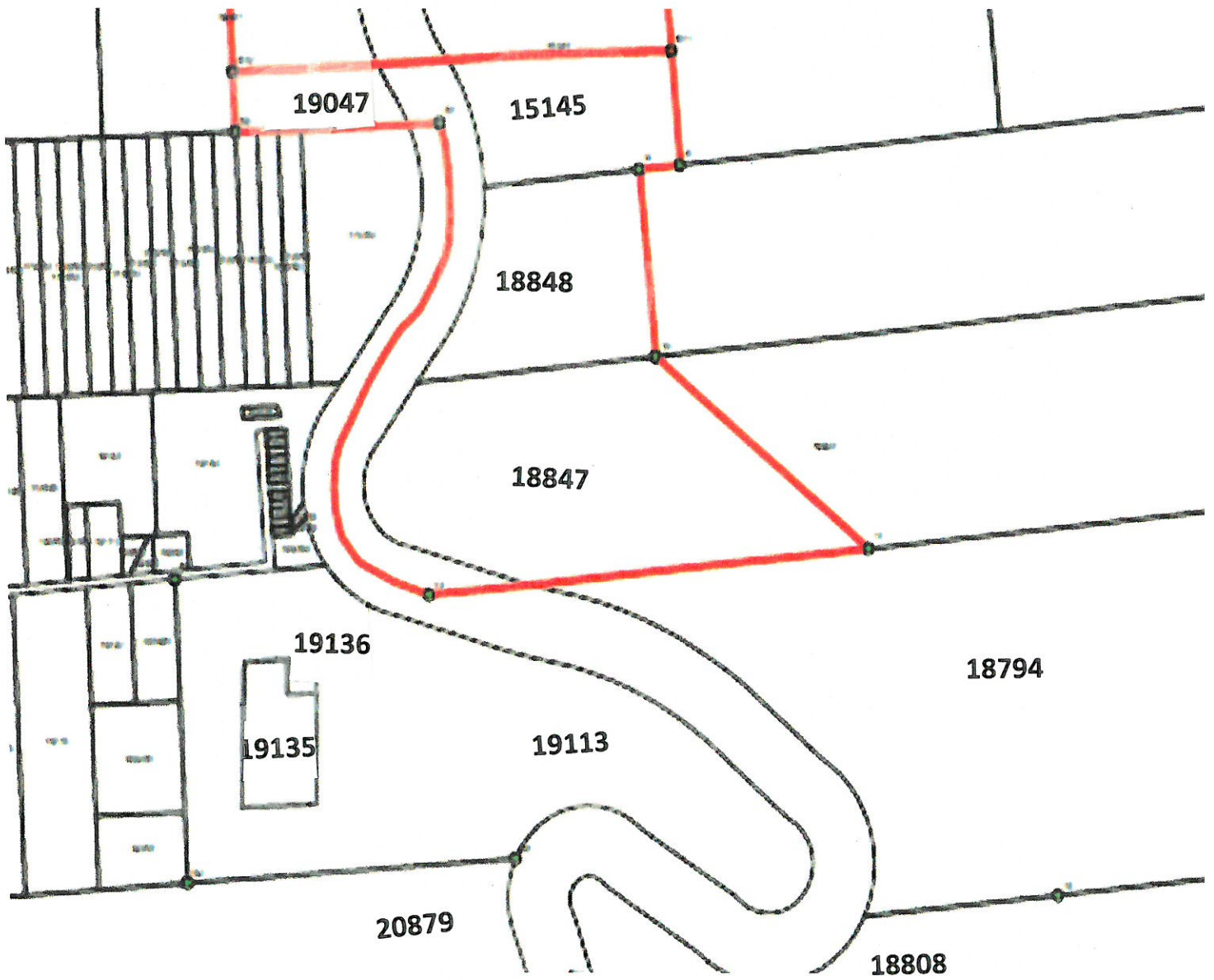


EXHIBIT 2

PROPERTIES THAT VOLUNTARILY PETITIONED FOR THEIR PROPERTY TO
BE ANNEXED

PETITION FOR VOLUNTARY ANNEXATION
INTO THE CORPORATE LIMITS OF
THE CITY OF LIBERTY, TEXAS

To: The Mayor and City Council of the City of Liberty, Texas:

The undersigned owner(s) of the hereinafter described tract of land which is contiguous to the City of Liberty, being one-half mile or less in width and is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present City limits so as to include and annex as part of the City of Liberty, Texas, a portion of the property described by the Liberty County Appraisal District Records as Property ID # 15145, and included in the property described by metes and bounds on the attached Exhibit "A," which is incorporated herein for all purposes. The owner(s) do hereby certify that this petition is **signed and acknowledged** by each and every person, corporation or entity owning said land or having an ownership interest in any part thereof.

By: _____

STATE OF TEXAS

COUNTY OF LIBERTY

This instrument was acknowledged before me by _____

and _____

on the _____

9th

day of _____

December

2016.

Notary Public, State of Texas

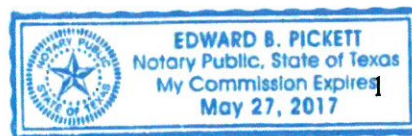


EXHIBIT A
METES AND BOUNDS DESCRIPTION OF
THE PROPERTY TO BE ANNEXED

EXHIBIT "A"
2016 ANNEXATION TRACT 2

Field Note Description for approximately .67 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2016 Annexation Tract 1, same point being in the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, point having coordinates of N:9999194.88, E:4045649.68;

THENCE SOUTHERLY along and with the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079 to a point being the Southeasterly corner of the Maynard Properties tract recorded in Volume 1819 Page 079 having coordinates of N:9998547.60, E:4045705.43, said point also being the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, said point also being in the North line of the Maynard Properties tract as recorded in Clerk's File No. 2006015349, Official Public Records, Liberty County, Texas;

THENCE WESTERLY along and with the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, the same being the North line of the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point having coordinates of N:9998521.83, E:4045435.33;

THENCE SOUTHERLY over and across the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point being in the North line of the Maynard Properties tract as recorded in Volume 1978 Page 726, Official Public Records, Liberty County, Texas having coordinates of N:9997461.67, E:4045536.58;

THENCE SOUTHEASTERLY over and across the Maynard Properties tract recorded in Volume 1978 Page 726 to a point being in the North line of the Baylor University tract referred to as Tract 6 as recorded in Volume 940 Page 662, Deed Records, Liberty County, Texas having coordinates of N:9996376.11, E:4046908.62;

THENCE EASTERLY along and with the common line of the Maynard Properties tract recorded in Volume 1978 Page 726 and the Baylor University Tract 6 to a point having coordinates of N:9996450.23, E:4047688.14;

THENCE SOUTHERLY over and across the Baylor University Tract 6 to a point being in the North line of the Rayonier Texas Timberlands Acquisition LLC tract as recorded in Clerk's File No. 2012015992, Official Public Records, Liberty County, Texas having coordinates of N:9994412.22, E:4048139.52;

THENCE SOUTHWESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract to a point having coordinates of N:9993970.39, E:4047961.98;

Exhibit "A"

Page 1 of 2

MARK W. WHITELEY & ASSOCIATES, INC.

Attachment: Exhibit 2 - Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

THENCE WESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract, passing through a point being in the East bank of the Trinity River, also passing a point in the West bank of the Trinity River, further continuing over and across the Joe D and Frances Harris Family Partnership, Ltd. tract as recorded in Clerk's File No. 2007016622, Official Public Records, Liberty County, Texas to a point having coordinates of N:9993822.60, E:4043494.96;

THENCE NORTHERLY over and across the Joe D and Frances Harris Family Partnership, Ltd. tract to a point being in the South line of the Russell and Robin Brownlee tract as recorded in Clerk's File No. 2004001145, Official Public Records, Liberty County, Texas, having coordinates of N:9994540.35, E:4043483.25, said point also being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107;

THENCE WESTERLY along and with the South line of the Russell and Robin Brownlee tract, the same being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107 to a point being the Southwest corner of the Russell and Robin Brownlee tract, having coordinates of N:9994472.55, E:4042466.60;

THENCE NORTHERLY along and with the West line of the Russell and Robin Brownlee tract to a point being the Northwest corner of said tract, having coordinates of N:9996195.90, E:4042398.01;

THENCE EASTERLY along and with the North line of the Russell and Robin Brownlee tract, passing the Northeast corner of said tract and continuing to a point locating the apparent centerline of the Trinity River having coordinates of N:9996295.72, E:4043596.90;

THENCE NORTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9998788.19, E:4044137.03;

THENCE WESTERLY over and across the Trinity River passing through a point located at the Southeast corner of the Robert G. Rowe tract as recorded in Clerk's File No. 2015022225, Official Public Records, Liberty County, Texas, continuing along and with the South line of the Robert G. Rowe tract to a point having coordinates of N:9998735.80, E:4042804.85;

THENCE NORTHERLY over and across the Robert G. Rowe tract to a point having coordinates of N:9999073.81, E:4042790.15, said corner also being the Southwest corner of the 2016 Annexation Tract 1;

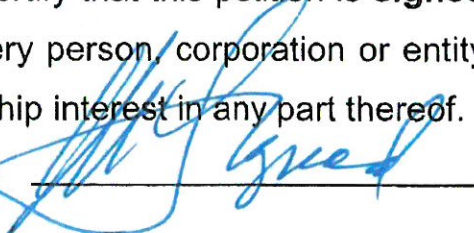
THENCE EASTERLY over and across the Robert G. Rowe tract, passing through a point being in the West bank of the Trinity River, also passing a point in the East bank of the Trinity River, further continuing over and across the Maynard Properties tract recorded in Volume 1819 Page 079, the same being along and with the South line of the said 2016 Annexation Tract 1 to the **POINT OF BEGINNING** and containing .67 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

PETITION FOR VOLUNTARY ANNEXATION
INTO THE CORPORATE LIMITS OF
THE CITY OF LIBERTY, TEXAS

To: The Mayor and City Council of the City of Liberty, Texas:

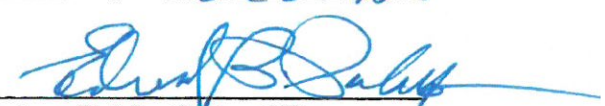
The undersigned owner(s) of the hereinafter described tract of land which is contiguous to the City of Liberty, being one-half mile or less in width and is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present City limits so as to include and annex as part of the City of Liberty, Texas, a portion of the property described by the Liberty County Appraisal District Records as Property ID # 18847, and included in the property described by metes and bounds on the attached Exhibit "A," which is incorporated herein for all purposes. The owner(s) do hereby certify that this petition is **signed and acknowledged** by each and every person, corporation or entity owning said land or having an ownership interest in any part thereof.

By: 

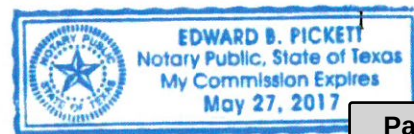
STATE OF TEXAS

COUNTY OF LIBERTY

This instrument was acknowledged before me by William L. Maynard
 and on the 9th day of December
 2016.


 Notary Public, State of Texas





**EXHIBIT A
METES AND BOUNDS DESCRIPTION OF
THE PROPERTY TO BE ANNEXED**

EXHIBIT "A"
2016 ANNEXATION TRACT 2

Field Note Description for approximately .67 square miles for annexation to
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THENCE EASTERLY along and with the common line of the Maynard Properties tract recorded in Volume 1978 Page 726 and the Baylor University Tract 6 to a point having coordinates of N:9996450.23, E:4047688.14;

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THENCE SOUTHWESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract to a point having coordinates of N:9993970.39, E:4047961.98;

THENCE WESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract, passing through a point being in the East bank of the Trinity River, also passing a point in the West bank of the Trinity River, further continuing over and across the Joe D and Frances Harris Family Partnership, Ltd. tract as recorded in Clerk's File No. 2007016622, Official Public Records, Liberty County, Texas to a point having coordinates of N:9993822.60, E:4043494.96;

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Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

PETITION FOR VOLUNTARY ANNEXATION
INTO THE CORPORATE LIMITS OF
THE CITY OF LIBERTY, TEXAS

To: The Mayor and City Council of the City of Liberty, Texas:

The undersigned owner(s) of the hereinafter described tract of land which is contiguous to the City of Liberty, being one-half mile or less in width and is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present City limits so as to include and annex as part of the City of Liberty, Texas, a portion of the property described by the Liberty County Appraisal District Records as Property ID # 18848, and included in the property described by metes and bounds on the attached Exhibit "A," which is incorporated herein for all purposes. The owner(s) do hereby certify that this petition is **signed and acknowledged** by each and every person, corporation or entity owning said land or having an ownership interest in any part thereof.

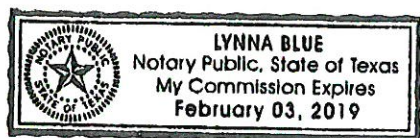
By: *William L. Maynard*

STATE OF TEXAS

COUNTY OF LIBERTY

This instrument was acknowledged before me by WILLIAM L. MAYNARD

and _____ on the 23rd day of NOVEMBER
 2016.



Lynna Blue
 Notary Public, State of Texas

Attachment: Exhibit 2 - Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF
THE PROPERTY TO BE ANNEXED

EXHIBIT "A"
2016 ANNEXATION TRACT 2

Field Note Description for approximately .67 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2016 Annexation Tract 1, same point being in the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, point having coordinates of N:9999194.88, E:4045649.68;

THENCE SOUTHERLY along and with the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079 to a point being the Southeasterly corner of the Maynard Properties tract recorded in Volume 1819 Page 079 having coordinates of N:9998547.60, E:4045705.43, said point also being the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, said point also being in the North line of the Maynard Properties tract as recorded in Clerk's File No. 2006015349, Official Public Records, Liberty County, Texas;

THENCE WESTERLY along and with the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, the same being the North line of the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point having coordinates of N:9998521.83, E:4045435.33;

THENCE SOUTHERLY over and across the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point being in the North line of the Maynard Properties tract as recorded in Volume 1978 Page 726, Official Public Records, Liberty County, Texas having coordinates of N:9997461.67, E:4045536.58;

THENCE SOUTHEASTERLY over and across the Maynard Properties tract recorded in Volume 1978 Page 726 to a point being in the North line of the Baylor University tract referred to as Tract 6 as recorded in Volume 940 Page 662, Deed Records, Liberty County, Texas having coordinates of N:9996376.11, E:4046908.62;

THENCE EASTERLY along and with the common line of the Maynard Properties tract recorded in Volume 1978 Page 726 and the Baylor University Tract 6 to a point having coordinates of N:9996450.23, E:4047688.14;

THENCE SOUTHERLY over and across the Baylor University Tract 6 to a point being in the North line of the Rayonier Texas Timberlands Acquisition LLC tract as recorded in Clerk's File No. 2012015992, Official Public Records, Liberty County, Texas having coordinates of N:9994412.22, E:4048139.52;

THENCE SOUTHWESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract to a point having coordinates of N:9993970.39, E:4047961.98;

THENCE WESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract, passing through a point being in the East bank of the Trinity River, also passing a point in the West bank of the Trinity River, further continuing over and across the Joe D and Frances Harris Family Partnership, Ltd. tract as recorded in Clerk's File No. 2007016622, Official Public Records, Liberty County, Texas to a point having coordinates of N:9993822.60, E:4043494.96;

THENCE NORTHERLY over and across the Joe D and Frances Harris Family Partnership, Ltd. tract to a point being in the South line of the Russell and Robin Brownlee tract as recorded in Clerk's File No. 2004001145, Official Public Records, Liberty County, Texas, having coordinates of N:9994540.35, E:4043483.25, said point also being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107;

THENCE WESTERLY along and with the South line of the Russell and Robin Brownlee tract, the same being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107 to a point being the Southwest corner of the Russell and Robin Brownlee tract, having coordinates of N:9994472.55, E:4042466.60;

THENCE NORTHERLY along and with the West line of the Russell and Robin Brownlee tract to a point being the Northwest corner of said tract, having coordinates of N:9996195.90, E:4042398.01;

THENCE EASTERLY along and with the North line of the Russell and Robin Brownlee tract, passing the Northeast corner of said tract and continuing to a point locating the apparent centerline of the Trinity River having coordinates of N:9996295.72, E:4043596.90;

THENCE NORTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9998788.19, E:4044137.03;

THENCE WESTERLY over and across the Trinity River passing through a point located at the Southeast corner of the Robert G. Rowe tract as recorded in Clerk's File No. 2015022225, Official Public Records, Liberty County, Texas, continuing along and with the South line of the Robert G. Rowe tract to a point having coordinates of N:9998735.80, E:4042804.85;

THENCE NORTHERLY over and across the Robert G. Rowe tract to a point having coordinates of N:9999073.81, E:4042790.15, said corner also being the Southwest corner of the 2016 Annexation Tract 1;

THENCE EASTERLY over and across the Robert G. Rowe tract, passing through a point being in the West bank of the Trinity River, also passing a point in the East bank of the Trinity River, further continuing over and across the Maynard Properties tract recorded in Volume 1819 Page 079, the same being along and with the South line of the said 2016 Annexation Tract 1 to the **POINT OF BEGINNING** and containing .67 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

Exhibit "A"

Page 2 of 2

MARK W. WHITELEY & ASSOCIATES, INC.

Packet Pg. 45

Attachment: Exhibit 2 - Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

EXHIBIT 3

PROPERTIES THAT EXECUTED AN ECONOMIC DEVELOPMENT
AGREEMENT TO RECEIVE A REFUND OF PROPERTY TAXES PAID TO
THE CITY FOR A TERM OF (40) YEARS

ECONOMIC DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF LIBERTY §

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2016, by and between the **CITY OF LIBERTY, TEXAS**, a Home Rule municipality and political subdivision of State of Texas (the "City"), and Maynard Properties, LP (the "Owner"), collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Owner is the current owner of land more accurately described by the Liberty County Appraisal District Records as Property ID # 18847, all or a portion of which is proposed to be included in the .67 square miles to be annexed into the City, further described in **Exhibit A**, attached hereto, and incorporated herein for all purposes; and

WHEREAS, there is continued need and demand for commercial property within the City that will contribute to the City's growth, diversification of the local economy, and the retention and growth of the ad valorem and personal property tax revenue generated by Owner's operation in the City; and

WHEREAS, the City finds that by establishing a program, in accordance with Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code ("Chapter 380"), pursuant to which the City has the authority to make grants or loans of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City is in the best interests of the City; and

WHEREAS, in consideration of Owner's commitment to petition for the annexation of a portion of its property as part of a total .67 square miles into the city

limits of the City, the City desires to enter into this Agreement, pursuant to Chapter 380 and other laws, to grant to the Owner an amount of money equal to the amount the Owner pays in ad valorem taxes to the City for FORTY (40) years;

NOW, THEREFORE, for and in consideration of the premises and mutual agreements and covenants set forth herein, the City and the Owner agree as follows:

ARTICLE I INCORPORATION OF RECITALS

The recitals to this Agreement are hereby incorporated for all purposes.

ARTICLE II REPRESENTATIONS AND WARRANTIES

A. Representations of the City. The City hereby represents to the Owner that as the date hereof:

The City is a duly created and existing Home Rule City and political subdivision of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

The City has the power, authority, and legal right under the laws of the State of Texas to enter into and perform this Agreement and execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law, or regulation, and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

This Agreement has been duly authorized, executed, and delivered by the City and constitutes a legal, valid, and binding obligation of the City. The execution, delivery, and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

B. Representations and Warranties of the Owner. The Owner hereby represents and warrant to the City that:

The Owner has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance hereof, (i) has been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law, or regulation applicable to the Owner, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Owner under any agreement or instrument to which the Owner is a party or by which the Owner or its assets may be bound or affected. This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Owner, enforceable in accordance with its terms. The Owner voluntarily petitioned the City of Liberty, Texas, to annex into the City a portion of Property ID #18847.

ARTICLE III ECONOMIC INCENTIVES

For the continued development and enhancement of the contribution to the City's growth, diversification of the local economy, and the retention and growth of the ad valorem and personal property tax revenue, the City will pay to the Owner an amount of money equal to the amount of City of Liberty property taxes the Owner actually paid and received by the City for the portion of Property #18847 annexed into the City of the total .67 square miles described in Exhibit A.

City will pay to the Owner an amount of money equal to the amount of City of Liberty property taxes actually paid by the Owner and received by the City for the portion of Property #18847 annexed into the City within thirty (30) days of the date the Owner presents a receipt reflecting its payment in full of City property taxes for the portion of Property #18847 annexed out of the total .67 square miles described in Exhibit A. Should the Owner receive a refund of all or any portion of the City property taxes paid by the Owner and received by the City for the portion of Property #18847 annexed into the City, for any reason, the Owner shall tender the amount of the refund

to the City within thirty (30) days of the Owner's receipt of the refund without a demand by the City having to be made for the payment.

ARTICLE IV

OBLIGATIONS OF THE OWNER

The Owner shall timely pay City of Liberty property taxes on the portion of Property #18847 to be annexed into the City of the total .67 square miles described in Exhibit A. The Owner may protest the valuation of the property in accordance the laws of the State of Texas.

ARTICLE V

DEFAULT AND REMEDY

A Party to this Agreement shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to substantially perform, observe, or comply with any of its commitments, covenants, agreements, or obligations hereunder or if any of its representations contained in this Agreement are false in any material respect. Before the failure of any Party to perform its obligations under this Agreement is deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt by the defaulting Party of such notice.

ARTICLE VI

GENERAL PROVISIONS

- A. Notices.** Notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged) or otherwise actually received by the intended recipient, or three (3) days after mailing the same (by certified mail, return receipt requested) with proper postage prepaid, or when sent by a national commercial courier service (such as Federal Express) for

with a copy of the assignment instrument and the notice information for the assignee. For all other assignments the City shall not unreasonably withhold its written consent.

E. Exhibits, titles of articles, sections, and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a referenced herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto, unless otherwise stated.

F. Applicable law. This Agreement is a contract made under, and shall be construed in accordance with and governed by, the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of Liberty County, Texas, or the United States District Court for the Southern District of Texas.

G. Entire agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence or prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

H. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

J. **Interpretation.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

K. **Conflicts with ordinances.** The City and the Owner agrees that, in the event of a conflict between the provisions of this Agreement and any City ordinance, or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, the provisions of this Agreement shall govern matters addressed by this Agreement.

IN WITNESS WHEREOF, and as authorized respectively by the City Council of the City of Liberty and Maynard Properties LP, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF LIBERTY, TEXAS

Dianne Tidwell, City Secretary

Carl Pickett, Mayor

Date: _____

ATTEST:

OWNER

Name: Maynard Properties LP

Title: General Partner

Date: 11-7-16

By: _____

Attachment: Exhibit 3-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

THE STATE OF TEXAS §
 §
 COUNTY OF LIBERTY §

This instrument was acknowledged before me on this 7th day of November
 2016, by William Maynard

Gay Lyn Dinsmore
 Notary Public In and For the State of Texas

(SEAL)

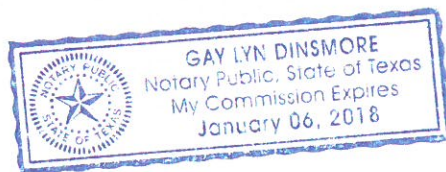


Exhibit A

EXHIBIT "A"
2016 ANNEXATION TRACT 2

Field Note Description for approximately .67 square miles for annexation to incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2016 Annexation Tract 1, same point being in the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, point having coordinates of N:9999194.88, E:4045649.68;

THENCE SOUTHERLY along and with the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079 to a point being the Southeasterly corner of the Maynard Properties tract recorded in Volume 1819 Page 079 having coordinates of N:9998547.60, E:4045705.43, said point also being the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, said point also being in the North line of the Maynard Properties tract as recorded in Clerk's File No. 2006015349, Official Public Records, Liberty County, Texas;

THENCE WESTERLY along and with the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, the same being the North line of the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point having coordinates of N:9998521.83, E:4045435.33;

THENCE SOUTHERLY over and across the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point being in the North line of the Maynard Properties tract as recorded in Volume 1978 Page 726, Official Public Records, Liberty County, Texas having coordinates of N:9997461.67, E:4045536.58;

THENCE SOUTHEASTERLY over and across the Maynard Properties tract recorded in Volume 1978 Page 726 to a point being in the North line of the Baylor University tract referred to as Tract 6 as recorded in Volume 940 Page 662, Deed Records, Liberty County, Texas having coordinates of N:9996376.11, E:4046908.62;

THENCE EASTERLY along and with the common line of the Maynard Properties tract recorded in Volume 1978 Page 726 and the Baylor University Tract 6 to a point having coordinates of N:9996450.23, E:4047688.14;

THENCE SOUTHERLY over and across the Baylor University Tract 6 to a point being in the North line of the Rayonier Texas Timberlands Acquisition LLC tract as recorded in Clerk's File No. 2012015992, Official Public Records, Liberty County, Texas having coordinates of N:9994412.22, E:4048139.52;

THENCE SOUTHWESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract to a point having coordinates of N:9993970.39, E:4047961.98;

THENCE WESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract, passing through a point being in the East bank of the Trinity River, also passing a point in the West bank of the Trinity River, further continuing over and across the Joe D and Frances Harris Family Partnership, Ltd. tract as recorded in Clerk's File No. 2007016622, Official Public Records, Liberty County, Texas to a point having coordinates of N:9993822.60, E:4043494.96;

THENCE NORTHERLY over and across the Joe D and Frances Harris Family Partnership, Ltd. tract to a point being in the South line of the Russell and Robin Brownlee tract as recorded in Clerk's File No. 2004001145, Official Public Records, Liberty County, Texas, having coordinates of N:9994540.35, E:4043483.25, said point also being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107;

THENCE WESTERLY along and with the South line of the Russell and Robin Brownlee tract, the same being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107 to a point being the Southwest corner of the Russell and Robin Brownlee tract, having coordinates of N:9994472.55, E:4042466.60;

THENCE NORTHERLY along and with the West line of the Russell and Robin Brownlee tract to a point being the Northwest corner of said tract, having coordinates of N:9996195.90, E:4042398.01;

THENCE EASTERLY along and with the North line of the Russell and Robin Brownlee tract, passing the Northeast corner of said tract and continuing to a point locating the apparent centerline of the Trinity River having coordinates of N:9996295.72, E:4043596.90;

THENCE NORTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9998788.19, E:4044137.03;

THENCE WESTERLY over and across the Trinity River passing through a point located at the Southeast corner of the Robert G. Rowe tract as recorded in Clerk's File No. 2015022225, Official Public Records, Liberty County, Texas, continuing along and with the South line of the Robert G. Rowe tract to a point having coordinates of N:9998735.80, E:4042804.85;

THENCE NORTHERLY over and across the Robert G. Rowe tract to a point having coordinates of N:9999073.81, E:4042790.15, said corner also being the Southwest corner of the 2016 Annexation Tract 1;

THENCE EASTERLY over and across the Robert G. Rowe tract, passing through a point being in the West bank of the Trinity River, also passing a point in the East bank of the Trinity River, further continuing over and across the Maynard Properties tract recorded in Volume 1819 Page 079, the same being along and with the South line of the said 2016 Annexation Tract 1 to the **POINT OF BEGINNING** and containing .67 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

ECONOMIC DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF LIBERTY §

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this 23rd day of November, 2016, by and between the **CITY OF LIBERTY, TEXAS**, a Home Rule municipality and political subdivision of State of Texas (the "City"), and Maynard Properties, LP (the "Owner"), collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Owner is the current owner of land more accurately described by the Liberty County Appraisal District Records as Property ID # 15145, all or a portion of which is proposed to be included in the .67 square miles to be annexed into the City, further described in **Exhibit A**, attached hereto, and incorporated herein for all purposes; and

WHEREAS, there is continued need and demand for commercial property within the City that will contribute to the City's growth, diversification of the local economy, and the retention and growth of the ad valorem and personal property tax revenue generated by Owner's operation in the City; and

WHEREAS, the City finds that by establishing a program, in accordance with Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code ("Chapter 380"), pursuant to which the City has the authority to make grants or loans of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City is in the best interests of the City; and

WHEREAS, in consideration of Owner's commitment to petition for the annexation of a portion of its property as part of a total .67 square miles into the city

limits of the City, the City desires to enter into this Agreement, pursuant to Chapter 380 and other laws, to grant to the Owner an amount of money equal to the amount the Owner pays in ad valorem taxes to the City for FORTY (40) years;

NOW, THEREFORE, for and in consideration of the premises and mutual agreements and covenants set forth herein, the City and the Owner agree as follows:

ARTICLE I INCORPORATION OF RECITALS

The recitals to this Agreement are hereby incorporated for all purposes.

ARTICLE II REPRESENTATIONS AND WARRANTIES

A. Representations of the City. The City hereby represents to the Owner that as the date hereof:

The City is a duly created and existing Home Rule City and political subdivision of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

The City has the power, authority, and legal right under the laws of the State of Texas to enter into and perform this Agreement and execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law, or regulation, and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

This Agreement has been duly authorized, executed, and delivered by the City and constitutes a legal, valid, and binding obligation of the City. The execution, delivery, and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

B. Representations and Warranties of the Owner. The Owner hereby represents and warrant to the City that:

The Owner has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance hereof, (i) has been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law, or regulation applicable to the Owner, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Owner under any agreement or instrument to which the Owner is a party or by which the Owner or its assets may be bound or affected. This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Owner, enforceable in accordance with its terms. The Owner voluntarily petitioned the City of Liberty, Texas, to annex into the City a portion of Property ID #15145.

ARTICLE III ECONOMIC INCENTIVES

For the continued development and enhancement of the contribution to the City's growth, diversification of the local economy, and the retention and growth of the ad valorem and personal property tax revenue, the City will pay to the Owner an amount of money equal to the amount of City of Liberty property taxes the Owner actually paid and received by the City for the portion of Property #15145 annexed into the City of the total .67 square miles described in Exhibit A.

City will pay to the Owner an amount of money equal to the amount of City of Liberty property taxes actually paid by the Owner and received by the City for the portion of Property #15145 annexed into the City within thirty (30) days of the date the Owner presents a receipt reflecting its payment in full of City property taxes for the portion of Property #15145 annexed out of the total .67 square miles described in Exhibit A. Should the Owner receive a refund of all or any portion of the City property taxes paid by the Owner and received by the City for the portion of Property #15145 annexed into the City, for any reason, the Owner shall tender the amount of the refund

to the City within thirty (30) days of the Owner's receipt of the refund without a demand by the City having to be made for the payment.

ARTICLE IV

OBLIGATIONS OF THE OWNER

The Owner shall timely pay City of Liberty property taxes on the portion of Property #15145 to be annexed into the City of the total .67 square miles described in Exhibit A. The Owner may protest the valuation of the property in accordance the laws of the State of Texas.

ARTICLE V

DEFAULT AND REMEDY

A Party to this Agreement shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to substantially perform, observe, or comply with any of its commitments, covenants, agreements, or obligations hereunder or if any of its representations contained in this Agreement are false in any material respect. Before the failure of any Party to perform its obligations under this Agreement is deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt by the defaulting Party of such notice.

ARTICLE VI

GENERAL PROVISIONS

- A. Notices.** Notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged) or otherwise actually received by the intended recipient, or three (3) days after mailing the same (by certified mail, return receipt requested) with proper postage prepaid, or when sent by a national commercial courier service (such as Federal Express) for

expedited delivery, to be confirmed in writing by such courier, or when sent by facsimile to a party (with confirmation of successful transmission), at such party's address set forth below or at such other address as a party may designate by notice given to the other in accordance with the foregoing

If to the Owner: Maynard Properties, LP
 c/o: William L. Maynard
~~1300 Post Oak, Suite 2400~~ 953 LOARE HAMPTON DR
 Wells Fargo Tower
 Houston, Texas 77056- 77028

If to the City: City of Liberty
 1829 Sam Houston
 Liberty, TX 77575
 Attn: City Manager

AND

City of Liberty
 1829 Sam Houston
 Liberty, TX 77575
 Attn: City Attorney

B. Amendments and waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and is approved by both the Owner and the City. No course of dealing on the part of the Owner or the City, nor any failure or delay by the Owner or the City with respect to exercising any right, power or privilege pursuant to this Agreement, shall operate as a waiver thereof, except as otherwise provided in this Section.

C. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

D. Successors and assigns. Either Party shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party. The Owner shall promptly provide the City

with a copy of the assignment instrument and the notice information for the assignee. For all other assignments the City shall not unreasonably withhold its written consent.

E. **Exhibits, titles of articles, sections, and subsections.** The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a referenced herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto, unless otherwise stated.

F. **Applicable law.** This Agreement is a contract made under, and shall be construed in accordance with and governed by, the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of Liberty County, Texas, or the United States District Court for the Southern District of Texas.

G. **Entire agreement.** This Agreement represents the final agreement between the Parties and may not be contradicted by evidence or prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

H. **Approval by the Parties.** Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

J. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

K. Conflicts with ordinances. The City and the Owner agrees that, in the event of a conflict between the provisions of this Agreement and any City ordinance, or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, the provisions of this Agreement shall govern matters addressed by this Agreement.

IN WITNESS WHEREOF, and as authorized respectively by the City Council of the City of Liberty and Maynard Properties LP, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF LIBERTY, TEXAS

Dianne Tidwell, City Secretary

Carl Pickett, Mayor

Date: _____

ATTEST:

OWNER

Name: Maynard Properties LP

Title: General Partner

Date: 11-23-16

By: _____

THE STATE OF TEXAS §
 §
 COUNTY OF LIBERTY §

This instrument was acknowledged before me on this 23rd day of NOVEMBER
 2016, by WILLIAM L. MAYNARD.

Lynna Blue
 Notary Public In and For the State of Texas

(SEAL)

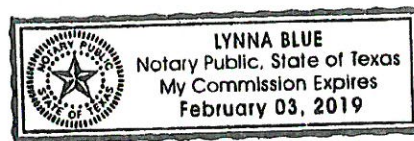


Exhibit A

EXHIBIT "A"
2016 ANNEXATION TRACT 2

Field Note Description for approximately .67 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2016 Annexation Tract 1, same point being in the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, point having coordinates of N:9999194.88, E:4045649.68;

THENCE SOUTHERLY along and with the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079 to a point being the Southeasterly corner of the Maynard Properties tract recorded in Volume 1819 Page 079 having coordinates of N:9998547.60, E:4045705.43, said point also being the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, said point also being in the North line of the Maynard Properties tract as recorded in Clerk's File No. 2006015349, Official Public Records, Liberty County, Texas;

THENCE WESTERLY along and with the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, the same being the North line of the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point having coordinates of N:9998521.83, E:4045435.33;

THENCE SOUTHERLY over and across the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point being in the North line of the Maynard Properties tract as recorded in Volume 1978 Page 726, Official Public Records, Liberty County, Texas having coordinates of N:9997461.67, E:4045536.58;

THENCE SOUTHEASTERLY over and across the Maynard Properties tract recorded in Volume 1978 Page 726 to a point being in the North line of the Baylor University tract referred to as Tract 6 as recorded in Volume 940 Page 662, Deed Records, Liberty County, Texas having coordinates of N:9996376.11, E:4046908.62;

THENCE EASTERLY along and with the common line of the Maynard Properties tract recorded in Volume 1978 Page 726 and the Baylor University Tract 6 to a point having coordinates of N:9996450.23, E:4047688.14;

THENCE SOUTHERLY over and across the Baylor University Tract 6 to a point being in the North line of the Rayonier Texas Timberlands Acquisition LLC tract as recorded in Clerk's File No. 2012015992, Official Public Records, Liberty County, Texas having coordinates of N:9994412.22, E:4048139.52;

THENCE SOUTHWESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract to a point having coordinates of N:9993970.39, E:4047961.98;

THENCE WESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract, passing through a point being in the East bank of the Trinity River, also passing a point in the West bank of the Trinity River, further continuing over and across the Joe D and Frances Harris Family Partnership, Ltd. tract as recorded in Clerk's File No. 2007016622, Official Public Records, Liberty County, Texas to a point having coordinates of N:9993822.60, E:4043494.96;

THENCE NORTHERLY over and across the Joe D and Frances Harris Family Partnership, Ltd. tract to a point being in the South line of the Russell and Robin Brownlee tract as recorded in Clerk's File No. 2004001145, Official Public Records, Liberty County, Texas, having coordinates of N:9994540.35, E:4043483.25, said point also being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107;

THENCE WESTERLY along and with the South line of the Russell and Robin Brownlee tract, the same being the common line of the John A. Williams League, Abstract No. 119 and the William D. Smith League, Abstract No. 107 to a point being the Southwest corner of the Russell and Robin Brownlee tract, having coordinates of N:9994472.55, E:4042466.60;

THENCE NORTHERLY along and with the West line of the Russell and Robin Brownlee tract to a point being the Northwest corner of said tract, having coordinates of N:9996195.90, E:4042398.01;

THENCE EASTERLY along and with the North line of the Russell and Robin Brownlee tract, passing the Northeast corner of said tract and continuing to a point locating the apparent centerline of the Trinity River having coordinates of N:9996295.72, E:4043596.90;

THENCE NORTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9998788.19, E:4044137.03;

THENCE WESTERLY over and across the Trinity River passing through a point located at the Southeast corner of the Robert G. Rowe tract as recorded in Clerk's File No. 2015022225, Official Public Records, Liberty County, Texas, continuing along and with the South line of the Robert G. Rowe tract to a point having coordinates of N:9998735.80, E:4042804.85;

THENCE NORTHERLY over and across the Robert G. Rowe tract to a point having coordinates of N:9999073.81, E:4042790.15, said corner also being the Southwest corner of the 2016 Annexation Tract 1;

THENCE EASTERLY over and across the Robert G. Rowe tract, passing through a point being in the West bank of the Trinity River, also passing a point in the East bank of the Trinity River, further continuing over and across the Maynard Properties tract recorded in Volume 1819 Page 079, the same being along and with the South line of the said 2016 Annexation Tract 1 to the **POINT OF BEGINNING** and containing .67 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

ECONOMIC DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF LIBERTY §

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this 23rd day of November, 2016, by and between the **CITY OF LIBERTY, TEXAS**, a Home Rule municipality and political subdivision of State of Texas (the "City"), and Maynard Properties, LP (the "Owner"), collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Owner is the current owner of land more accurately described by the Liberty County Appraisal District Records as Property ID # 18848, all or a portion of which is proposed to be included in the .67 square miles to be annexed into the City, further described in **Exhibit A**, attached hereto, and incorporated herein for all purposes; and

WHEREAS, there is continued need and demand for commercial property within the City that will contribute to the City's growth, diversification of the local economy, and the retention and growth of the ad valorem and personal property tax revenue generated by Owner's operation in the City; and

WHEREAS, the City finds that by establishing a program, in accordance with Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code ("Chapter 380"), pursuant to which the City has the authority to make grants or loans of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City is in the best interests of the City; and

WHEREAS, in consideration of Owner's commitment to petition for the annexation of a portion of its property as part of a total .67 square miles into the city

limits of the City, the City desires to enter into this Agreement, pursuant to Chapter 380 and other laws, to grant to the Owner an amount of money equal to the amount the Owner pays in ad valorem taxes to the City for FORTY (40) years;

NOW, THEREFORE, for and in consideration of the premises and mutual agreements and covenants set forth herein, the City and the Owner agree as follows:

ARTICLE I INCORPORATION OF RECITALS

The recitals to this Agreement are hereby incorporated for all purposes.

ARTICLE II REPRESENTATIONS AND WARRANTIES

A. Representations of the City. The City hereby represents to the Owner that as the date hereof:

The City is a duly created and existing Home Rule City and political subdivision of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

The City has the power, authority, and legal right under the laws of the State of Texas to enter into and perform this Agreement and execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law, or regulation, and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

This Agreement has been duly authorized, executed, and delivered by the City and constitutes a legal, valid, and binding obligation of the City. The execution, delivery, and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

B. Representations and Warranties of the Owner. The Owner hereby represents and warrant to the City that:

The Owner has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance hereof, (i) has been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law, or regulation applicable to the Owner, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Owner under any agreement or instrument to which the Owner is a party or by which the Owner or its assets may be bound or affected. This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Owner, enforceable in accordance with its terms. The Owner voluntarily petitioned the City of Liberty, Texas, to annex into the City a portion of Property ID #18848.

ARTICLE III ECONOMIC INCENTIVES

For the continued development and enhancement of the contribution to the City's growth, diversification of the local economy, and the retention and growth of the ad valorem and personal property tax revenue, the City will pay to the Owner an amount of money equal to the amount of City of Liberty property taxes the Owner actually paid and received by the City for the portion of Property #18848 annexed into the City of the total .67 square miles described in Exhibit A.

City will pay to the Owner an amount of money equal to the amount of City of Liberty property taxes actually paid by the Owner and received by the City for the portion of Property #18848 annexed into the City within thirty (30) days of the date the Owner presents a receipt reflecting its payment in full of City property taxes for the portion of Property #18848 annexed out of the total .67 square miles described in Exhibit A. Should the Owner receive a refund of all or any portion of the City property taxes paid by the Owner and received by the City for the portion of Property #18848 annexed into the City, for any reason, the Owner shall tender the amount of the refund

to the City within thirty (30) days of the Owner's receipt of the refund without a demand by the City having to be made for the payment.

ARTICLE IV

OBLIGATIONS OF THE OWNER

The Owner shall timely pay City of Liberty property taxes on the portion of Property #18848 to be annexed into the City of the total .67 square miles described in Exhibit A. The Owner may protest the valuation of the property in accordance the laws of the State of Texas.

ARTICLE V

DEFAULT AND REMEDY

A Party to this Agreement shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to substantially perform, observe, or comply with any of its commitments, covenants, agreements, or obligations hereunder or if any of its representations contained in this Agreement are false in any material respect. Before the failure of any Party to perform its obligations under this Agreement is deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt by the defaulting Party of such notice.

ARTICLE VI

GENERAL PROVISIONS

- A. Notices.** Notice or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged) or otherwise actually received by the intended recipient, or three (3) days after mailing the same (by certified mail, return receipt requested) with proper postage prepaid, or when sent by a national commercial courier service (such as Federal Express) for

expedited delivery, to be confirmed in writing by such courier, or when sent by facsimile to a party (with confirmation of successful transmission), at such party's address set forth below or at such other address as a party may designate by notice given to the other in accordance with the foregoing

If to the Owner: Maynard Properties, LP
 c/o: William L. Maynard
 1300 Post Oak, Suite 2400 923 WADE HAMPTON DR
 Wells Fargo Tower
 Houston, Texas 77056-7702 F

If to the City: City of Liberty
 1829 Sam Houston
 Liberty, TX 77575
 Attn: City Manager

AND

City of Liberty
 1829 Sam Houston
 Liberty, TX 77575
 Attn: City Attorney

B. Amendments and waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and is approved by both the Owner and the City. No course of dealing on the part of the Owner or the City, nor any failure or delay by the Owner or the City with respect to exercising any right, power or privilege pursuant to this Agreement, shall operate as a waiver thereof, except as otherwise provided in this Section.

C. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

D. Successors and assigns. Either Party shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party. The Owner shall promptly provide the City

with a copy of the assignment instrument and the notice information for the assignee. For all other assignments the City shall not unreasonably withhold its written consent.

E. **Exhibits, titles of articles, sections, and subsections.** The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a referenced herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto, unless otherwise stated.

F. **Applicable law.** This Agreement is a contract made under, and shall be construed in accordance with and governed by, the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of Liberty County, Texas, or the United States District Court for the Southern District of Texas.

G. **Entire agreement.** This Agreement represents the final agreement between the Parties and may not be contradicted by evidence or prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

H. **Approval by the Parties.** Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

J. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

K. Conflicts with ordinances. The City and the Owner agrees that, in the event of a conflict between the provisions of this Agreement and any City ordinance, or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, the provisions of this Agreement shall govern matters addressed by this Agreement.

IN WITNESS WHEREOF, and as authorized respectively by the City Council of the City of Liberty and Maynard Properties LP, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF LIBERTY, TEXAS

Dianne Tidwell, City Secretary

Carl Pickett, Mayor

Date: _____

ATTEST:

OWNER

William J. Maynard
Name: Maynard Properties LP

Title: General Partner

Date: 11-03-16

By: _____

THE STATE OF TEXAS §
 §
 COUNTY OF LIBERTY §

This instrument was acknowledged before me on this 23rd day of NOVEMBER
 2016, by WILLIAM L. MAYNARD.

Lynna Blue
 Notary Public In and For the State of Texas

(SEAL)

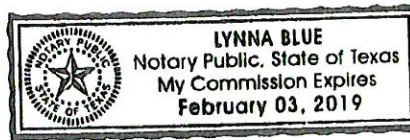


Exhibit A

EXHIBIT "A"
2016 ANNEXATION TRACT 2

Field Note Description for approximately .67 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2016 Annexation Tract 1, same point being in the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079, Official Public Records, Liberty County, Texas, point having coordinates of N:9999194.88, E:4045649.68;

THENCE SOUTHERLY along and with the Easterly line of the Maynard Properties tract recorded in Volume 1819 Page 079 to a point being the Southeasterly corner of the Maynard Properties tract recorded in Volume 1819 Page 079 having coordinates of N:9998547.60, E:4045705.43, said point also being the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, said point also being in the North line of the Maynard Properties tract as recorded in Clerk's File No. 2006015349, Official Public Records, Liberty County, Texas;

THENCE WESTERLY along and with the common line of the W.M. Harris League, Abstract No. 51 and the J.E. Self Survey, Abstract No. 104, the same being the North line of the Maynard Properties tract recorded in Clerk's File No. 2006015349 to a point having coordinates of N:9998521.83, E:4045435.33;

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THENCE EASTERLY along and with the common line of the Maynard Properties tract recorded in Volume 1978 Page 726 and the Baylor University Tract 6 to a point having coordinates of N:9996450.23, E:4047688.14;

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THENCE WESTERLY over and across the Rayonier Texas Timberlands Acquisition LLC tract, passing through a point being in the East bank of the Trinity River, also passing a point in the West bank of the Trinity River, further continuing over and across the Joe D and Frances Harris Family Partnership, Ltd. tract as recorded in Clerk's File No. 2007016622, Official Public Records, Liberty County, Texas to a point having coordinates of N:9993822.60, E:4043494.96;

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THENCE NORTHERLY along and with the West line of the Russell and Robin Brownlee tract to a point being the Northwest corner of said tract, having coordinates of N:9996195.90, E:4042398.01;

THENCE EASTERLY along and with the North line of the Russell and Robin Brownlee tract, passing the Northeast corner of said tract and continuing to a point locating the apparent centerline of the Trinity River having coordinates of N:9996295.72, E:4043596.90;

THENCE NORTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9998788.19, E:4044137.03;

THENCE WESTERLY over and across the Trinity River passing through a point located at the Southeast corner of the Robert G. Rowe tract as recorded in Clerk's File No. 2015022225, Official Public Records, Liberty County, Texas, continuing along and with the South line of the Robert G. Rowe tract to a point having coordinates of N:9998735.80, E:4042804.85;

THENCE NORTHERLY over and across the Robert G. Rowe tract to a point having coordinates of N:9999073.81, E:4042790.15, said corner also being the Southwest corner of the 2016 Annexation Tract 1;

THENCE EASTERLY over and across the Robert G. Rowe tract, passing through a point being in the West bank of the Trinity River, also passing a point in the East bank of the Trinity River, further continuing over and across the Maynard Properties tract recorded in Volume 1819 Page 079, the same being along and with the South line of the said 2016 Annexation Tract 1 to the **POINT OF BEGINNING** and containing .67 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

EXHIBIT 4**SERVICE PLAN FOR PROPERTIES TO BE ANNEXED**

ANNEXATION SERVICE PLAN

The City of Liberty, Texas will provide for the extension of municipal services into the territory annexed in accordance with the following schedule:

1. **POLICE PROTECTION:** Provided immediately upon annexation. Service will be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits.

2. **FIRE PROTECTION:** Provided immediately upon annexation. Service will be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits.

3. **WATER AND WASTE WATER:** Water and wastewater services will be provided to the annexed area on the same basis as those residents currently living within the City limits.

4. **EMERGENCY MEDICAL SERVICES:** Provided immediately upon annexation. Service will be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits.

5. **SOLID WASTE COLLECTION:** Residents and business may continue to use their current solid waste provider.

6. **PARKS, PLAYGROUNDS AND SWIMMING POOLS:** The City parks and all recreational facilities will be available for use by residents of the annexed area, beginning on the effective date of the annexation ordinance.

7. **CODE ENFORCEMENT SERVICES:**

a. Enforcement of the City's ordinances will be provided within the annexed area on the effective date of the annexation ordinance. These ordinances and other regulations will be enforced using existing personnel.

b. Complaints of ordinance violations or other code violations within the annexed area will be answered and investigated by existing personnel on the effective date of the annexation ordinance.

c. Animal Control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance using existing personnel and equipment.

d. Vector control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance using existing personnel and equipment.

8. MISCELLANEOUS: General municipal administration and administrative services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.

9. LIBRARY SERVICES: The City Library and facilities will be available for use by residents of the annexed area, beginning on the effective date of the annexation ordinance.

EXHIBIT 5

PROPERTIES EXCLUDED FROM ANNEXATION PURSUANT TO SECTIONS
43.035 AND 212.171 OF THE TEXAS LOCAL GOVERNMENT CODE

TEXAS LOCAL GOVERNMENT CODE CHAPTER 43 DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Liberty, Texas (the "City") and Virginia B. Nash, Charles G. Hooks & Son, Rayonier Texas Timberlands Acquisition LLC, and Baylor University, a Texas non-profit corporation, the undersigned property owners (the "Owners"), collectively referred to herein as the "Parties." The term "Owners" includes all persons possessing a real property interest in the Property.

WHEREAS, the Owners are the current owners of land in Liberty County, Texas, which is more accurately described by the Liberty County Appraisal District Records as Property ID # 18794, Property ID # 18808, Property ID # 18798, Property ID # 18799 and Property ID # 200580 (the "Property"), further and separately described in the attached **Exhibit A**, and incorporated herein for all purposes; and

WHEREAS, the Owners desire to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owners agree to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owners and the City acknowledge that this Agreement is binding upon the City and the Owners and their respective successors and assigns for the term of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Liberty County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I.**City Guarantees**

The City guarantees the continuation of the extraterritorial status of the Owners' Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

II.**Owner Guarantees**

Owners covenant and agree not to use the Property for any use other than for surface or subsurface exploration, extraction, development, or production related to oil, gas, minerals, sand, or gravel aggregate, pipelines related to such uses, including the transportation of raw or refined products, whether or not the products originate on the Property, utilities, agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

Owners covenant and agree that, without the prior written consent of the City, Owners will not file any type of subdivision plat or related development document for the Property with Liberty County or the City until the Property has been annexed into the City.

Owners covenant and agree not to construct, or allow to be constructed, without the prior written consent of the City, any non-single family residential buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into the City. The Owners also covenant and agree that the Property shall be used only for uses that exist on that Property at the time of the execution of this Agreement and those provided for in this section II. However, Owners

may construct (a) an accessory structure to an existing single family dwelling; and (b) barns, outbuildings, or other building improvements used for agricultural, wildlife management, timber, or other uses provided for in this section II; in compliance with all applicable City ordinances and codes. Owners acknowledge that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect

III.

Consent to Annexation and Waiver of Vested Rights

Owners acknowledge that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, as the City's sole and exclusive remedy, the City will initiate annexation proceedings against the property.

In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Chapter 43 and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City. If annexation proceedings begin pursuant to this Section, the Owners acknowledge that this Agreement serves as an exception to Local Government Code Chapter 43, requiring a municipality to use certain statutory procedures under an annexation plan.

Furthermore, Owners hereby waive any and all vested rights and claims that Owners may have under Chapter 43 and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section II herein.

IV.

Regulation and Eminent Domain Powers Preserved

The City is authorized to enforce all of the City's extraterritorial jurisdiction regulations and planning authority that do not materially interfere with the use of the Property for subsurface exploration, extraction, development, and production related to oil, gas, minerals, and pipelines related to such uses; utilities; agriculture, wildlife management, or timber. The City states and specifically reserves its authority pursuant

to Chapter 251 of the Texas Local Government Code, Chapter 273 of the Local Government Code, Chapter 21 of the Property Code, or any other provision of law, to exercise eminent domain over property that is subject to a Chapter 43 and or Chapter 212 development agreement.

V.

Term

The term of this Agreement (the "Term") is thirty (30) years from the date that the Mayor's signature to this Agreement is attested to by the City Secretary or acknowledged by a public notary.

VII.

Notice of Agreement Upon Sale of Property

Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural, timber or wildlife management exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Liberty
1829 Sam Houston
Liberty, TX 77575
Attn: Mayor

VIII.

Agreement Runs With the Land

This Agreement shall run with the Property and be recorded in the real property records of Liberty County, Texas.

IX.**Severability**

If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

X.**Enforcement of Terms**

The terms of this Agreement may be enforced by Owners or the City by any proceeding at law or in equity. Failure to enforce said terms on any occasion shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

XI.**Agreement Not Affected by Change in Law**

No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the property covered herein pursuant to the terms of this Agreement.

XII.**Venue**

Venue for this Agreement shall be in Liberty County, Texas.

XIII.**Agreement Executed in Individual Counterparts**

This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

XIV.**Agreement Survives Termination**

This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of this agreement.

XV.

Notices

Notices or other communication hereunder will be in writing and will be sent certified or registered mail, return receipt requested, or by a national overnight courier company, or by personal delivery. Notice will be deemed given upon receipt or refusal to accept delivery. Any party may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Landowners and the City are as follows:

Landowners:

Virginia B. Nash
5 Bash Place
Houston, Texas 77027-5601

Charles G Hooks & Son
820 Gessner Road Suite #1300
Houston, Texas 77024-4296

Rayonier Texas Timberlands Acquisition LLC
C T Corporation System
1999 Bryan St., Suite #900
Dallas, Texas 75201-3136

AND

Rayonier Texas Timberlands Acquisition LLC
1901 Island Walkway
Fernandina Beach, Florida 32034

Baylor University
Attn: Real Estate Services
One Bear Place # 97110
Waco, TX 76798-7110

AND

With a copy to:
Baylor University
Attn: Office of General Counsel
One Bear Place # 97034
Waco, TX 76798-7034

City: City of Liberty
 1829 Sam Houston
 Liberty, Texas 77575
 Attn: Mayor

Entered into this _____ of _____, 2016.

 Carl Pickett, Mayor

ATTEST:

 Dianne Tidwell, City Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF _____§

This instrument was acknowledged before me on this _____ day of
 _____ 2016, by Mayor of the City of Liberty Texas, for and on behalf
 of the City.

 Notary Public In and For the State of Texas
 (SEAL)

Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

LANDOWNER:

Virginia B. Nash
Virginia B. Nash

By: Virginia B. Nash

Title: _____

Date: 12/2/16

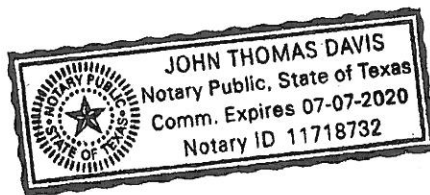
THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this 2 day of
December, 2016, by John T. Davis

[Signature]
Notary Public In and For the State of Texas

(SEAL)



LANDOWNER:

 Charles G. Hooks & Son,
 a Texas general partnership

By: _____

Charles G. Hooks III

Title: Managing PartnerDate: November 30, 2016

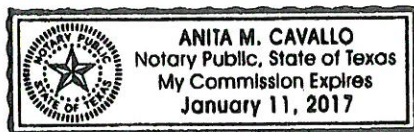
THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30th day of November,
 2016, by CHARLES G. HOOKS III, Managing Partner of CHARLES G. HOOKS & SON
 a Texas general partnership

Anita M. Cavallo

Notary Public In and For the State of Texas

(SEAL)



LANDOWNER:

Rayonier Texas Timberlands Acquisition LLC

By: Douglas M. Long
Douglas M. Long

Title: Sr. Vice Pres. U.S. operations

Date: 12/05/16

THE STATE OF FLORIDA §

§

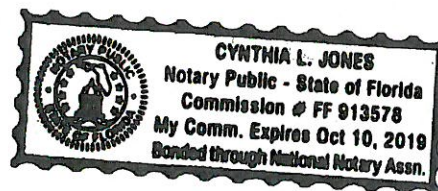
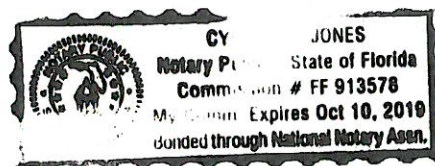
COUNTY OF NASSAU §

This instrument was acknowledged before me on this 5th day of December

2016, by Douglas M. Long.

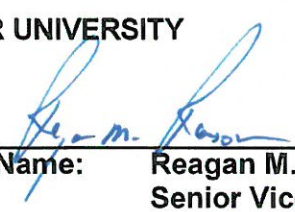
Cynthia M. Jones
Notary Public In and For the State of Florida

(SEAL)



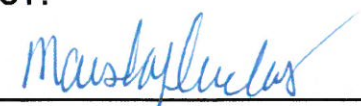
LANDOWNER:

BAYLOR UNIVERSITY

By: 
 Printed Name: Reagan M. Ramsower
 Title: Senior Vice President & COO

Date: December 5, 2016

ATTEST:

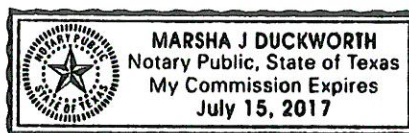
By: 
 Printed Name: Marsha J. Duckworth
 Title: Assistant Secretary

Date: December 5, 2016

THE STATE OF TEXAS §
 COUNTY OF McLennan §

This instrument was acknowledged before me on this 5th day of December, 2016, by Reagan M. Ramsower, Senior Vice President & COO, of Baylor University, a Texas non- profit corporation, for and on behalf of said non-profit corporation.


 Notary Public In and For the State of Texas
 (SEAL)



Liberty CAD Property Search

Property ID: 18794 For Year 2016

Map



Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

Property Details

Account

Property ID:	18794
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107.
Geographic ID:	000104-000025-002-UDI
Agent Code:	
Type:	Real

Location

Address:	WEST OF CR-133 TX
Map ID:	18 A & B
Neighborhood CD:	

Owner

[View Other Owners](#)

Owner ID:	18799
Name:	HOOKS CHARLES G & SON
Mailing Address:	820 GESSNER RD STE 1300 HOUSTON, TX 77024-4296
% Ownership:	12.5%
Exemptions:	For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$442,800
Market Value:	\$442,800
Ag or Timber Use Value:	\$66,420
Appraised Value:	\$66,420
HS Cap:	\$0
Assessed Value:	\$66,420

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.

Liberty CAD Property Search

Property ID: 18794 For Year 2016

Map



Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

Property Details

Account

Property ID:	18794
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107.
Geographic ID:	000104-000025-002-UDI
Agent Code:	
Type:	Real

Location

Address:	WEST OF CR-133 TX
Map ID:	18 A & B
Neighborhood CD:	

Owner

[View Other Owners](#)

Owner ID:	10148
Name:	BAYLOR UNIVERSITY
Mailing Address:	ATTN: FIXED ASSET ACCOUNTING 1 BEAR PL UNIT 97041 WACO, TX 76798-7041

% Ownership: 25.0%

Exemptions: For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$442,800
Market Value:	\$442,800
Ag or Timber Use Value:	\$66,420
Appraised Value:	\$66,420
HS Cap:	\$0
Assessed Value:	\$66,420

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

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Liberty CAD Property Search

Property ID: 18794 For Year 2016

Map



Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

Property Details

Account

Property ID:	18794
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107.
Geographic ID:	000104-000025-002-UDI
Agent Code:	
Type:	Real

Location

Address:	WEST OF CR-133 TX
Map ID:	18 A & B
Neighborhood CD:	

Owner

[View Other Owners](#)

Owner ID:	18794
Name:	NASH VIRGINIA B
Mailing Address:	5 BASH PL HOUSTON, TX 77027-5601
% Ownership:	12.5%
Exemptions:	For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$442,800
Market Value:	\$442,800
Ag or Timber Use Value:	\$66,420
Appraised Value:	\$66,420
HS Cap:	\$0
Assessed Value:	\$66,420

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.

Liberty CAD Property Search

Property ID: 18794 For Year 2016

Map



Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

Property Details

Account

Property ID:	18794
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107.
Geographic ID:	000104-000025-002-UDI
Agent Code:	
Type:	Real

Location

Address:	WEST OF CR-133 TX
Map ID:	18 A & B
Neighborhood CD:	

Owner

[View Other Owners](#)

Owner ID:	2027293
Name:	RAYONIER TEXAS TIMBERLANDS
Mailing Address:	ACQUISTION LLC P O BOX 161139 MOBILE, AL 36616
% Ownership:	50.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$442,800
Market Value:	\$442,800
Ag or Timber Use Value:	\$66,420
Appraised Value:	\$66,420
HS Cap:	\$0
Assessed Value:	\$66,420

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.

Liberty CAD Property Search

Property ID: 18808 For Year 2016

Map



Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

 Property Details

Account

Property ID:	18808
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107., Undivided Interest 50.000000000000%
Geographic ID:	000104-000032-005
Agent Code:	
Type:	Real

Location

Address:	WEST OF FM-563 EAST OF THE TRINITY RIVER, TX
Map ID:	18 A & B
Neighborhood CD:	LISD01

Owner

Owner ID:	2027293
Name:	RAYONIER TEXAS TIMBERLANDS
Mailing Address:	ACQUISTION LLC P O BOX 161139 MOBILE, AL 36616

% Ownership: 50.0%

Exemptions: For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$221,400
Market Value:	\$221,400
Ag or Timber Use Value:	\$33,210
Appraised Value:	\$33,210
HS Cap:	\$0
Assessed Value:	\$33,210

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

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Liberty CAD Property Search

Property ID: 18798 For Year 2016

 Map

Unable to determine the physical location of the property. Please contact Liberty CAD for more information.

 Property Details

Account

Property ID:	18798
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107., Undivided Interest 25.000000000000%
Geographic ID:	000104-000026-013
Agent Code:	ID:1283
Type:	Real

Location

Address:	WEST OF FM-563 TX
Map ID:	18 A&B
Neighborhood CD:	LISD01

Owner

Owner ID:	10148
Name:	BAYLOR UNIVERSITY
Mailing Address:	ATTN: FIXED ASSET ACCOUNTING 1 BEAR PL UNIT 97041 WACO, TX 76798-7041
% Ownership:	25.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$110,700
Market Value:	\$110,700
Ag or Timber Use Value:	\$16,605
Appraised Value:	\$16,605
HS Cap:	\$0
Assessed Value:	\$16,605

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.

Liberty CAD Property Search

Property ID: 18799 For Year 2016

 Map

Unable to determine the physical location of the property. Please contact Liberty CAD for more information.

 Property Details

Account

Property ID:	18799
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107., Undivided Interest 12.5000000000%
Geographic ID:	000104-000027-008
Agent Code:	
Type:	Real

Location

Address:	WEST OF FM-563 TX
Map ID:	18
Neighborhood CD:	LISD01

Owner

Owner ID:	18799
Name:	HOOKS CHARLES G & SON
Mailing Address:	820 GESSNER RD STE 1300 HOUSTON, TX 77024-4296
% Ownership:	12.5%
Exemptions:	For privacy reasons not all exemptions are shown online.

Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$55,350
Market Value:	\$55,350
Ag or Timber Use Value:	\$8,303
Appraised Value:	\$8,303
HS Cap:	\$0
Assessed Value:	\$8,303

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

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Liberty CAD Property Search

Property ID: 200580 For Year 2016

 Map

Unable to determine the physical location of the property. Please contact Liberty CAD for more information.

 Property Details

Account

Property ID:	200580
Legal Description:	000104 J E SELF, TRACT 9 12, ACRES 1107., Undivided Interest 12.5000000000%
Geographic ID:	000104-000025-002
Agent Code:	
Type:	Real

Location

Address:	WEST OF FM-563 TX
Map ID:	18 A & B, AERIAL 88
Neighborhood CD:	LISD01

Owner

Owner ID:	18794
Name:	NASH VIRGINIA B
Mailing Address:	5 BASH PL HOUSTON, TX 77027-5601
% Ownership:	12.5%
Exemptions:	For privacy reasons not all exemptions are shown online.

Attachment: Exhibit 5-Phase II Ord Adoption (3669 : Annexation - Phase II Adoption)

 Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Timber Market Valuation:	\$55,350
Market Value:	\$55,350
Ag or Timber Use Value:	\$8,303
Appraised Value:	\$8,303
HS Cap:	\$0
Assessed Value:	\$8,303

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.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Annexation Issues

RESOLUTION (ID # 3670)

DOC ID: 3670 B

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF LIBERTY, TEXAS, TO ANNEX CERTAIN TERRITORY DESCRIBED AS 1.03 SQUARE MILES BEGINNING AT THE SOUTHEAST CORNER OF THE RAYONIER TEXAS TIMBERLANDS AQUISITION LLC TRACT RECORDED IN THE OFFICIAL PUBLIC RECORDS, LIBERTY COUNTY, TEXAS, HAVING COORDINATES OF N:9993970.39, E:4047961.98; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.

* * * * *

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

Section 1. The City Council of the City of Liberty, Texas (the "City") hereby declares its intention to annex to the City the territory described in **Exhibit "A"** attached hereto and made a part hereof, by the passage of an ordinance of annexation extending the general corporate limits of the City for all purposes to include such territory.

Section 2. The City Council of the City hereby calls two public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. The first public hearing shall be held in the City Council Chambers, located at 1829 Sam Houston, Liberty, Texas, 77575 at 6:00 p.m. on January 24, 2017, and the second public hearing shall be held in the City Council Chambers, located at 1829 Sam Houston, Liberty, Texas, 77575 at 6:00 pm on January 31, 2017. The annexation proceeding, of which notice of intention to annex is

given by this Resolution, shall be instituted not less than twenty (20) days nor more than forty (40) days subsequent to such public hearings.

Section 3. City Staff is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. City Staff is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the Texas Local Government Code.

PASSED AND APPROVED in Liberty, Texas this _____ day of _____,
2016.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

EXHIBIT "A"

METES AND BOUNDS OF TERRITORY TO BE ANNEXED

EXHIBIT "A"
2016 ANNEXATION TRACT 3

Field Note Description for approximately 0.89 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Northeast corner of the Thomas N. Roche tract as recorded in Clerk's File No. 2015010506, Official Public Records, Liberty County, Texas, same point being in the South line of the Mary Gay Corporation tract as recorded in Volume 1731 Page 864, Official Public Records, Liberty County, Texas, having coordinates of N:9988900.15, E:4042886.89;

THENCE NORTHERLY over and across the Mary Gay Corporation tract to a point being in the Northwest line of said tract having coordinates of N:9992119.63, E:4042814.51;

THENCE NORTHEASTERLY along and with the Northwest line of the Mary Gay Corporation tract to a point being in the South line of the Coastal Industrial Water Authority tract as recorded in Volume 646 Page 607, Deed Records, Liberty County, Texas, having coordinates of N:9992441.11, E:4043517.49;

THENCE NORTHERLY over and across the Coastal Industrial Water Authority tract to a point being in the North line of said tract, having coordinates of N:9993246.23, E:4043504.36;

THENCE EASTERLY with the North line of the Coastal Industrial Water Authority tract, passing through a point in the West bank of the Trinity River, continuing to a point in the apparent centerline of the Trinity River, having coordinates of N:9993370.71, E:4045134.00;

THENCE SOUTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9992134.84, E:4045886.64;

THENCE EASTERLY through a point in the East bank of the Trinity River, continuing with the North line of the United States of America tract as recorded in Volume 1807 Page 183, Official Public Records, Liberty County, Texas to a point having coordinates of N:9992262.93, E:4047275.84, said point also being the common line of the J.E. Self Survey, Abstract No. 104 and the Joseph Dunman League, Abstract No. 32;

THENCE SOUTHEASTERLY over and across the United States of America tract recorded in Volume 1807 Page 183 to a point being the Northeast corner of the United States of America tract as recorded in Clerk's File No. 2006014010, Official Public Records, Liberty County, Texas having coordinates of N:9991105.53, E:4048066.75;

THENCE SOUTHEASTERLY along and with the East line of the United States of America tract recorded in Clerk's File No. 2006014010 to a point being an exterior ell corner of United States of America tract recorded in Clerk's File No. 2006014010, said point also being an interior ell corner in the West line of the Baylor University tract as recorded in Volume 1041 Page 584, Deed Records, Liberty County, Texas having coordinates of N:9990123.10, E:4048790.72;

THENCE SOUTHEASTERLY over and across the Baylor University tract recorded in Volume 1041 Page 584 to a point having coordinates of N:9989206.59, E:4053055.33;

THENCE SOUTHERLY continuing over and across the Baylor University tract recorded in Volume 1041 Page 584 to a point having coordinates of N:9988894.72, E:4053081.60;

THENCE WESTERLY continuing over and across the Baylor University tract recorded in Volume 1041 Page 584, passing a point in the East bank of the Trinity River, to a point being in the apparent centerline of the Trinity River, having coordinates of N:9988685.68, E:4047836.40;

THENCE WESTERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9988659.64, E:4046782.54;

THENCE WESTERLY passing through a point in the West bank of the Trinity River, over and across the United States of America tract as recorded in Clerk's File No. 2006014010, Official Public Records, Liberty County, Texas, continuing to a point in the apparent centerline of the Trinity River, having coordinates of N:9988575.45, E:4044280.22;

THENCE NORTHERLY with the meanders of the Trinity River to a point in the apparent centerline of the Trinity River, having coordinates of N:9989006.19, E:4044195.51

THENCE WESTERLY passing through a point in the West bank of the Trinity River, the same being the Southeast corner of the Mary Gay Corporation tract, continuing along and with the South line of the Mary Gay Corporation tract to the **POINT OF BEGINNING** and containing 0.89 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

Attachment: Phase III Resolution - Tract 3 Metes & Bounds (3670 : Annexation-Intent to Annex)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Misc. Fees

ORDINANCE (ID # 3671)

DOC ID: 3671 A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS PROVIDING FOR THE AMENDMENT OF MASTER FEE SCHEDULE FOR ALL RATES AND FEES CHARGED BY THE CITY OF LIBERTY; PROVIDING FOR THE ADDITION OF FEES CHARGED FOR THE COLLECTION OF REFUSE FROM THE STREET RIGHTS-OF-WAY OR ALLEY NOT PREVIOUSLY COLLECTED BY REGULAR GARBAGE COLLECTION SERVICES; PROVIDING THAT ALL RATES OR SCHEDULES OF RATES CONFLICTING HERewith ARE AMENDED; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

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

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

WHEREAS, the attached "Exhibit A" represents the addition of fees to be charged by the City for refuse from the street rights-of-way or alley not previously collected by regular garbage collection services; and the City shall have the right to bill the owner of the refuse for said removal.

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

Section 1.

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

Section 2.

That the fee schedule attached hereto as "Exhibit A" amends the previous Master Fee Schedule to include the new amended rates shown in "Exhibit A", to include the addition of fees charged for the collection of refuse not previously collected by regular garbage collection services, and is hereby adopted as fully set forth herein.

Section 3.

That the Ordinance containing all current rates and fees charged by the City of Liberty shall take effect immediately from and after its passage as indicated below.

Section 4.

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

PASSED AND ADOPTED this the 13th day of December 2016.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Vehicles

COUNCIL ACTION (ID # 3672)

DOC ID: 3672

	Budget		Dodge	Ford	Chevy
Street - Pickup	\$23,500.00		\$22,400.00	\$25,337.00	\$36,230.00
Police - CID Car + 3,600 Radio	\$25,000.00	Small 4 Door		\$17,868.00	n/a
		4 Door Sedan	\$21,100.00	\$21,043.25	n/a
Animal Control - Pickup	\$39,000.00		\$40,000.00 4 Door	\$39,599.50 Super Cab	n/a



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Vehicles

COUNCIL ACTION (ID # 3673)

DOC ID: 3673

	Budget		Dodge	Ford	Chevy
Street - Pickup	\$23,500.00		\$22,400.00	\$25,337.00	\$36,230.00
Police - CID Car + 3,600 Radio	\$25,000.00	Small 4 Door		\$17,868.00	n/a
		4 Door Sedan	\$21,100.00	\$21,043.25	n/a
Animal Control - Pickup	\$39,000.00		\$40,000.00 4 Door	\$39,599.50 Super Cab	n/a



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Vehicles

COUNCIL ACTION (ID # 3674)

DOC ID: 3674

	Budget		Dodge	Ford	Chevy
Street - Pickup	\$23,500.00		\$22,400.00	\$25,337.00	\$36,230.00

Police - CID Car + 3,600 Radio	\$25,000.00	Small 4 Door		\$17,868.00	n/a
		4 Door Sedan	\$21,100.00	\$21,043.25	n/a

Animal Control - Pickup	\$39,000.00		\$40,000.00 4 Door	\$39,599.50 Super Cab	n/a
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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Demolition

COUNCIL ACTION (ID # 3675)

DOC ID: 3675

Demolition Quotes - 1309 N. Main

December 13, 2016

Company	Bid
Scarberry, La Marque	\$34,800.00
Johnson's Trucking, Liberty	\$37,500.00
Parkers Property Service, Porter	\$40,325.00
Wiggins Tractor & Dozer, Liberty	\$41,900.00
North Star, Houston	\$86,200.00
ARC Abatement, Houston	\$94,380.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Park Issues

COUNCIL ACTION (ID # 3676)

DOC ID: 3676

SPLASH PAD PROPOSALS

December 13, 2016

Item No	Item	Company			
		Kraftsman	Fun Abounds Proposal 1	Fun Abounds Proposal 2	Heart Land Play
1	Keep existing filtration system and replace spray features				\$108,595.00
2	Replace filtration system & restoration of existing spray features	\$162,597.50	\$236,225.00		
3	Replace filtration system and replace existing spray features			\$182,862.00	
4	Replace filtration system, restoration of existing spray features, enlarge splash pad and install new spray features	95,917.75			
5	Enlarge splash pad and install new spray features			125,000.00	
6	Install new seating area with canopy	37,152.15			
7	Shipping & Handling	9,535.17			
8	Installation	94,770.60			
	Total	399,973.17	236,225.00	307,862.00	108,595.00

Attachment: Splash Pad Proposals (3676 : Splash Pad)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3677)

DOC ID: 3677



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.10

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3678)

DOC ID: 3678 A

EXPLANATION:

At the Council Meeting of November 15, 2016 the term of the Airport Advisory Board was extended for a period of three (3) years. Appointments to this Board are now necessary, the Board's term from Dec 2016 - Dec 2019.

AAB Mission Statement - The Airport Advisory Board is to supply technical information, suggestions, and advice concerning the operations, maintenance, and improvement of the Liberty Municipal Airport to the City of Liberty Council and Staff.

This Board consists of 8 members, two of which may be non-resident members. One member will be a Councilperson or member of management. In 2013, one member was unavailable for reappointment and the eighth slot was never filled.

Current Board Members are: Charles Grabein, Dale Clawson, Mike McCarty, Chet Tims, Dennis Beasley, Darrell Taylor and Bill Sjolander.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.11

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3679)

DOC ID: 3679 A

At the Council Meeting of November 15, 2016 the term of the Community Development Advisory Board was extended for a period of three (3) years. Appointments to this Board are now necessary, the Board's term from Dec 2016 - Dec 2019.

CDAB Mission Statement - To actively promote and provide a plan of action, leadership and involvement in area economic development, tourism, beautification, enhancement and development of the public land within our community. The mission is to further encourage the City and private sector to work together towards this goal, and to offer any recommendations that might improve the quality of life in our City.

This Board consists of 7 City of Liberty residents, which will include one councilperson or member of management and one member will be under the age of 35.

Current Board Members are: Frank Jordan, Donny Smith, Howard Brister, Jamie Carter, Holly Hargis and Martha Goodwin.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.1

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION (ID # 3680)

DOC ID: 3680



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.2

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION (ID # 3681)

DOC ID: 3681



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.D.1

Meeting: 12/13/16 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3682)

DOC ID: 3682