



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, January 9, 2018

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 # 3997)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 3998)

Sam Rayburn Municipal Power Agency - Mayor Pickett

C. Information Item (ID # 3999)

Mayor, Council & Staff Comments

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, December 12, 2017

VII. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 4000)

PUBLIC HEARING ON THE PROPOSED ANNEXATION OF 1.66 SQUARE MILES BEGINNING AT THE SOUTHEAST CORNER OF 2017 ANNEXATION TRACT 6, SAID POINT BEING IN THE UNITED STATES OF AMERICA TRACT RECORDED IN VOLUME 740 PAGE 682, DEED RECORDS, LIBERTY COUNTY, TEXAS HAVING COORDINATES OF N:9976419.62, E:4066479.28.

- PH Notices - Annexation-Phase 7 (DOC)

2. Council Action (ID # 4001)

Consider approval of a bid for Tax Resale Property described as .2296 acres, Abshier, Lot 18 19 (815 Robbie St.).

- 815 Robbie (PDF)
- Map - Robbie St (PDF)
- Robbie Pic #1 (JPG)
- Robbie Pic #2 (JPG)

3. Council Action (ID # 4002)

Consider approval of a bid for Tax Resale Property described as 0.406 acres, Westwood Acres. Lot 38 39 (Westwood Avenue).

- Westwood Acres (PDF)
- Map - Westwood Avenue (PDF)
- Westwood Pic #1 (JPG)
- Westwood Pic #2 (JPG)
- Westwood Pic #3 (JPG)

4. Ordinance (ID # 4003)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 5TH DAY OF MAY, 2018 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCIL MEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE

ELECTION; PROVIDING A SEVERABILITY CLAUSE; 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. CONSIDER ADOPTION OF UNA ORDENANZA DEL MUNICIPIO DE LA CIUDAD DE LIBERTY, TEXAS, ORDENA UNA ELECCIÓN MUNICIPAL GENERAL QUE SE LLEVARÁ A CABO EL DÍA 5 DE MAYO DEL 2018, CON EL PROPÓSITO DE ELEGIR UNO ALCALDE Y TRES MIEMBROS DEL CONSEJO; AUTORIZANDO UN ACUERDO DE ELECCIÓN JUNTA ELECTORAL Y LOS CONTRATOS DE SERVICIOS POR/ENTRE LA CIUDAD DE LIBERTY, EL DISTRITO ESCOLAR INDEPENDIENTE DE LIBERTY, CALQUIER OTRA ENTIDAD DE CONTRACCIÓN Y EL SECRETARIO DEL CONDADO DE LA CIUDAD DE LIBERTY, PROVEYENDO UNA VOTACIÓN ADELANTADA; PROVEYENDO DOS DÍAS DE DOCE HORAS DE VOTACIÓN ADELANTADA; PROVEYENDO LA PUBLICACIÓN Y NOTIFICACIÓN DE ELECCIÓN; ESTABLECIENDO OTROS PROCEDIMIENTOS PARA LA REALIZACIÓN DE LA ELECCIÓN; PROVEYENDO UNA CLÁUSULA DE SEPARACIÓN, PROVEYENDO UNA FECHA EFECTIVA; Y PRESCINDIENDO CON LOS REQUISITOS DE LA SECCIÓN 3.10 DE LA CARTA CONSTITUCIONAL QUE ESTA ORDENANZA SE LEERÁ EN DOS DÍAS SEPARADOS.

- 2018 Joint Election Agreement (DOCX)

5. Ordinance (ID # 4004)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON THE 5TH DAY OF MAY, 2018 FOR THE PURPOSE OF VOTER CONSIDERATION OF PROPOSITIONS AMENDING THE HOME RULE CHARTER; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; 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. CONSIDER ADOPTION OF UNA ORDENANZA DEL MUNICIPIO DE LA CIUDAD DE LIBERTY, TEXAS, ORDENA UNA ELECCIÓN MUNICIPAL ESPECIAL QUE SE LLEVARÁ A CABO EL DÍA 5 DE MAYO DEL 2018, CON EL PROPÓSITO CONSIDERACIÓN DE VOTANTE DE PROPOSICIONES QUE ENMIENDAN LA CARTA DE REGLA DE CASA; AUTORIZANDO UN ACUERDO DE ELECCIÓN JUNTA ELECTORAL Y LOS CONTRATOS DE SERVICIOS POR/ENTRE LA CIUDAD DE LIBERTY, EL DISTRITO ESCOLAR INDEPENDIENTE DE LIBERTY, CALQUIER OTRA ENTIDAD DE CONTRACCIÓN Y EL SECRETARIO DEL CONDADO DE LA CIUDAD DE LIBERTY, PROVEYENDO UNA VOTACIÓN ADELANTADA; PROVEYENDO DOS DÍAS DE DOCE HORAS DE VOTACIÓN ADELANTADA; PROVEYENDO LA PUBLICACIÓN Y NOTIFICACIÓN DE ELECCIÓN; ESTABLECIENDO OTROS PROCEDIMIENTOS PARA LA REALIZACIÓN DE LA ELECCIÓN; PROVEYENDO UNA CLÁUSULA DE SEPARACIÓN, PROVEYENDO UNA FECHA EFECTIVA; Y PRESCINDIENDO CON LOS REQUISITOS DE LA SECCIÓN 3.10 DE LA CARTA CONSTITUCIONAL QUE ESTA ORDENANZA SE LEERÁ EN DOS DÍAS SEPARADOS.

- Charter Measures-Ord Exhibit A (DOCX)
- 2018 Joint Election Agreement (DOCX)

6. Ordinance (ID # 4005)

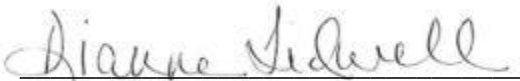
Consider adoption of an Ordinance amending the Master Fee Schedule to include solid waste rate increases.

- SOLID WASTE FEES- Exhibit A (DOCX)
- LT's Rate Adjustment Request (PDF)

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 5th day of January, 2018 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Dianne Tidwell, City Secretary

NOTICE

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2018.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3997)

DOC ID: 3997



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3998)

DOC ID: 3998



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3999)

DOC ID: 3999



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, December 12, 2017

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

The meeting was called to order on December 12, 2017 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:00 PM by Mayor Carl Pickett.

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	Absent	
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 Clint Sylvester, Grace Church, Liberty.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Emily Connelley, Liberty High School, Junior Class.

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.

Minutes Acceptance: Minutes of Dec 12, 2017 6:00 PM (Minutes Approval)

After approval of the minutes, Mayor Pickett reopened the Public Comment Section of the agenda. Mr. John Morrison addressed the Council regarding the condition of several homes in his neighborhood on Cypress Street.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3987)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reviewed numerous City projects and the status of each.

B. Information Item (ID # 3988)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported on the following:

- SRMPA Minutes
- Board Member vacancy and replacement
- Ongoing discussion regarding the Cambridge Project and the Louisiana Public Service Commission.

C. Information Item (ID # 3989)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

Police Chief Tom Claunch reported on meetings with local churches regarding active shooter preparedness.

Fire Chief Brian Hurst reported on a mutual aid call for a fire in Raywood, Texas on December 8th.

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, Potetz, Simonson, Glazener
ABSENT:	David Arnold

A. Minutes Approval

1. Tuesday, November 14, 2017
2. Thursday, November 16, 2017

VII. REGULAR AGENDA

A. Regular Session

1. Ordinance 2017-23

Consider adoption of AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2018; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that this ordinance authorizes the City's participation in regulatory rate proceedings involving Entergy Texas (ETI) before the Public Utility Commission; resulting in successful regulation of ETI and maintaining reasonable rates for customers. A motion was made to adopt the Ordinance as presented.

ATTACHMENTS:

- Entergy Ord Information (PDF)

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

2. Ordinance 2017-24

Consider adoption of AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 4.09.066(C), REGARDING TRANSPORTER WASTE MANIFEST REQUIREMENTS; 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.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reviewed an Ordinance amending the City's current regulations regarding transporter waste manifest requirements. The manifest is a three-part document with one part given to the generator of the grease waste, the second to the transporter and the third to the city disposal site receiving facility. This ordinance changes the third part from the City's disposal site to the Water/Wastewater Manager or his designee. This clarifies, specifically, who will receive the third part of the manifest. A motion was made to adopt the Ordinance.

ATTACHMENTS:

- Agenda Form- FOG Ord Amendment (DOCX)

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

3. Resolution 2017-14

Consider a Resolution casting the City's voting entitlement for a position(s) on the Liberty County Central Appraisal District Board of Directors.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the Central Appraisal District Board of Directors and the nominees for positions on this Board. After brief discussion, a motion was made to cast the City's entire voting entitlement of 167 votes for John Hebert, Jr.

ATTACHMENTS:

- CAD Information (PDF)

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

4. Council Action 2017-123

Consider approval of an Ambulance Transportation Provider Agreement with Liberty HealthCare.

COMMENTS - Current Meeting:

City Manager Gary Broz and Fire Chief Brian Hurst reported on a proposed provider agreement with Liberty Health Care. This agreement stipulates the terms and conditions under which the City of Liberty Fire/EMS will provide personnel and equipment for transportation of emergency and non-emergency patients to and from Liberty Health Care. After brief discussion of the agreement and its terms, a motion was made to approve the agreement.

ATTACHMENTS:

- Nursing Home Agreement (DOCX)

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

5. Council Action 2017-124

Consider approval of an Interlocal Agreement with the Lower Colorado River Authority for electrical transformers, control and substation facilities.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on a proposed cooperative agreement with the Lower Colorado River Authority (LCRA) for repair, maintenance and technical services (testing, inspection, and personnel training) for electric, transmission, control, distribution and substation facilities. This would avoid redundant expenditures, reduce costs to rate-payers, improve responsiveness to outages and emergencies, and enhance reliability of the electric systems and facilities. A motion was made to approve the agreement.

ATTACHMENTS:

- LCRA Agreement (PDF)

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

6. Council Action 2017-125

Consider award of bid for two (2) new vehicles for the Liberty Police Department.

COMMENTS - Current Meeting:

Discussion was held regarding proposals received for two (2) new vehicles for the Liberty Police Department.. After review of the proposals and related costs, a motion was made to purchase two Dodge Chargers from Liberty Dayton Chrysler at a cost of \$22,875.00 each, for a total cost of \$45,750.00.

ATTACHMENTS:

- PD Vehicle Info (PDF)

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

7. Council Action 2017-126

Consider approval of Home Rule Charter proposed language and submission of proposed amendments to the voters.

COMMENTS - Current Meeting:

City Attorney Brandon Davis reviewed the proposed changes to the City's Home Rule Charter and related proposition language. A motion was made to approve the language as discussed and move forward with the election process.

ATTACHMENTS:

- Charter Amendments (DOCX)

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

VIII. ADJOURNMENT**A. Motion To:** Adjourn**COMMENTS - Current Meeting:**

There being no further business before the Council, Mayor Pickett adjourned the meeting at 6:47 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Dec 12, 2017 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Annexation Issues

PUBLIC HEARING (ID # 4000)

DOC ID: 4000

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Liberty, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

1.66 SQUARE MILES BEGINNING AT THE SOUTHEAST CORNER OF 2017 ANNEXATION TRACT 6, SAID POINT BEING IN THE UNITED STATES OF AMERICA TRACT RECORDED IN VOLUME 740 PAGE 682, DEED RECORDS, LIBERTY COUNTY, TEXAS HAVING COORDINATES OF N:9976419.62, E:4066479.28

A public hearing will be held by and before the City Council of the City of Liberty, Texas on the **9th day of January, 2018 at 6 o'clock p.m.** in the City Council Chamber of the City Hall of the City of Liberty, Texas, located at 1829 Sam Houston, Liberty, Texas, 77575, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Liberty, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

1.66 SQUARE MILES BEGINNING AT THE SOUTHEAST CORNER OF 2017 ANNEXATION TRACT 6, SAID POINT BEING IN THE UNITED STATES OF AMERICA TRACT RECORDED IN VOLUME 740 PAGE 682, DEED RECORDS, LIBERTY COUNTY, TEXAS HAVING COORDINATES OF N:9976419.62, E:4066479.28

A public hearing will be held by and before the City Council of the City of Liberty, Texas on the **16th day of January, 2018 at 6 o'clock p.m.** in the City Council Chamber of the City Hall of the City of Liberty, Texas, located at 1829 Sam Houston, Liberty, Texas, 77575 for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 4001)

DOC ID: 4001

We have an offer on the following property:

Account numbers 002040-000016-009 (PID # 32746)

BEING .2296 acres, described as Abshier, Lot 18 19, and being further identified in the Tax Rolls of Liberty County as Account # 002040-000016-009.

Offeror: Name: Kevin Coleman
 Address: 3304 Lincoln St
 Liberty, Texas 77575
 Phone #: 832-580-9079

Tax owed:	Liberty ISD	\$ 24,677.23	=	44.73 %
	City of Liberty	\$ 13,604.44	=	24.66 %
	County	\$ 16,885.85	=	30.61 %

Total taxes owed: \$ 55,167.52

Offer:	\$ 57,000.00
Publication Fee:	\$ 250.00
Fee to file deed:	\$ 24.00
Less court costs (TX10100691)	\$ <u>746.00</u>
Amount to be distributed:	\$ 55,980.00

Amount to be received by Liberty ISD	\$ 25,039.85
Amount to be received by City of Liberty	\$ 13,804.67
Amount to be received by County	\$ <u>17,135.48</u>
	\$ 55,980.00

Total per cent recovered by >100 %

Base Tax Amount \$ 25,479.66

Per cent of base amount recovered >100 %

CAD value (PID # 32746) \$ 142,390.00

Percent of CAD value recovered 39.31 %

32746

Liberty County Strike Off Property

RESALE BIDDERS INFORMATION FORM**BUYER INFORMATION**Name: Kevin ColemanAddress: 3304 Lincoln stPhone Number: 832-580-9079**PROPERTY INFORMATION**Suit # TX 10100691Account # 002040-000016-009Legal Description: Ashier, Lot 18, 19 Acres .7296**PROPOSED BID INFORMATION**Amount of Bid: 57,000⁰⁰

A publication fee of \$250.00, \$24.00 for fee to file the deed and the amount of Court Costs will be deducted from this figure first and then the remaining amount is the figure to be distributed to the taxing authorities. 57,000 KC

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

Return completed form to

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

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

Attachment: 815 Robbie (4001 : Tax Resale Property-815 Robbie)

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



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

ACCOUNT: 32746

2017+ Tax Statement

Statement Date: 12/21/2017	Property Location: 0000815 ROBBIE
Owner: CITY OF LIBERTY TRUSTEE ETAL	Acres: 0.2296
Mailing Address: 1829 SAM HOUSTON LIBERTY TX 77575	Legal Description: ABSHIER LOT 18 19 ACRES .2296

Exemptions:

LAND VALUE	IMPROVEMENT VAL	APPRAISED VALUE			
7,500	134,890	142,390			
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
CITY OF LIBERTY		142,390	0	0.610000	0.00
LIBERTY COUNTY		142,390	0	0.578800	0.00
LIBERTY CO HD #1		142,390	0	0.090000	0.00
NAVIGATION SOUTH		142,390	0	0.015250	0.00
LIBERTY ISD		142,390	0	1.394000	0.00
WATER DISTRICT #5		142,390	0	0.060170	0.00
TOTAL BASE TAX					0.00

LAWSUIT: TX10100691

PRIOR YEARS 55,167.52

Total Amount Due 55,167.52

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

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

*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$0.00.

↓ Detach ↓

Detach and return this portion with your check payable to:

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

Delinquent Date: 02/01/2018

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



CITY OF LIBERTY TRUSTEE ETAL
1829 SAM HOUSTON
LIBERTY TX 77575

2017 +Tax Statement
12/21/2017

Property Account Number	32746
Total Amount Due	\$55,167.52

OWNER: CITY OF LIBERTY TRUSTEE ETAL
PIDN: 002040-000016-009
FID:
TX10100691

IF PAID IN	AMOUNT DUE
JAN	55,460.50
FEB	55,753.57
MAR	56,046.60
APR	56,339.55
MAY	56,632.55
JUN	56,925.56

Server: LIBERTYTAX

Database: LIBERTYCOUNTY

User: TAX-DELINQUENTIRTLF

Form: Account Status

Date: 12/21/2017 7:58:57 AM

Account	32746	AD #	0207031001300	I	N
Legal	ABSHIER LOT 18 19 ACRES .2296	Owner	CITY OF LIBERTY TRUSTEE ETAL 1829 SAM HOUSTON LIBERTY, TX 77575 US	Stat	J
Refresh				Sup	

A Val	142,390	S Def		Deed		Acres	0.229600	Ceiling Information		Fiduciaries	0 found
L Val	7,500	E Def		Vol	0	Sq Ft	0	No Ceilings		Exemptions	MISC
I Val	134,890	Ag Def	0	Page	0	Inst		Roll	R	NonBilled	0 Found
Loc	0000815 ROBBIE	Map#				12/21/2017		Today		Override P&I	Paid 01/31/2006

Receivables {Detail} Audit

Owner ID: 2033539

Owner %: 100

Current Du		Final		Select	Values	Year	Unit	Type
Year	Status	Rec. Bal.	Pen. Due	Int. Due	Col. Pen	Total Due	Paid	Refund
TOTAL		25,479.60	3,057.60	19,434.50	7,195.76	55,167.52	22,181.93	.00
2017		.00	.00	.00	.00	.00	.00	.00
2016		.00	.00	.00	.00	.00	.00	.00
2015		2,746.07	329.53	631.60	556.08	4,263.28	.00	.00
2014		2,560.17	307.22	896.06	564.51	4,327.96	.00	.00
2013	J	2,560.10	307.22	1,203.27	610.60	4,681.25	.00	.00
2012	J	2,537.71	304.54	1,497.25	650.94	4,990.44	.00	.00
2011	J	2,534.50	304.16	1,799.57	695.75	5,334.07	.00	.00
2010	J	2,558.00	306.96	2,123.14	748.21	5,736.31	.00	.00
2009	J	2,526.22	303.15	2,399.91	784.38	6,013.66	.00	.00
2008	J	2,521.00	302.54	2,697.51	828.17	6,349.25	.00	.00
2007	J	2,330.00	279.60	2,772.74	807.35	6,189.71	.00	.00
2006	J	2,005.00	210.00	2,412.45	640.77	3,268.22	.00	.00

Attachment: 815 Robbie (4001 : Tax Resale Property-815 Robbie)

2 PGS
SHERTX

2015015302

DEED UNDER ORDER OF SALE IN TAX SUITS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFER AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

(Language pursuant Section 11.008 of the Texas Property Code)

Date: August 4, 2015

Grantor: Sheriff Bobby Rader, Liberty County, Texas

Grantee(s): City of Liberty, Trustee for itself, and for Liberty Independent School District, Water District #5, Chambers Liberty Counties Navigation District, Liberty County Hospital District #1, and Liberty County

Consideration/High Bid: Taxes, penalties, interest and cost owing.

Land and Premises: Lots 18 and 19, Abshler Subdivision, more fully described in Vol. 1438, Page 253 of the Deed Records of Liberty County, Texas, (Account Number 002040-000016-009).

LCAD number: # 002040-000016-009

Sheriff: Sheriff Bobby Rader, Liberty County, Texas

Order of Sale in Tax Suit: That Order of Sale issued on June 1, 2015 out of the Judicial District Courts of Liberty County, Texas, pursuant to a judgment and decree of sale in Cause No. TX10100691; City of Liberty et al vs. Felipe Rubio et al rendered on: June 23, 2014.

Newspaper: Liberty Vindicator
Dates of publications: July 9, 2015, July 16, 2015 and July 23, 2015

Levy Date: June 3, 2015

Defendant(s): Felipe Rubio, Robert C. Locke and the Internal Revenue Service of the United States of America, et al

Date of Sale: August 4, 2015, being the first Tuesday of the month therein.

By virtue of that certain Order of Sale described above and further directed and delivered to me as Sheriff on the above stated Levy Date, commanding me to seize and sell the land and premises described in the Order of Sale, I did advertise for sale the said land and premises described in the Order of Sale, by having a notice of the sale published in the English language once a week for three consecutive weeks preceding the Date of Sale in the above-described Newspaper, a newspaper published in Liberty County, Texas, the first publication appearing not less than twenty days immediately preceding the day of the sale, containing a statement of the authority by virtue of which the sale is to be made, time and place of sale; also a brief description of the property to be sold by stating the number of acres and the original survey; if the property was located in a platted subdivision or addition the name by which the land is generally known with reference to that subdivision or addition; or by adopting the description of the land as contained in the judgment. Also, a copy of the Notice of Sale was mailed to the last known address of the above named Defendant(s).

On the Date of Sale stated above, between the hours of ten o'clock a.m. and four o'clock p.m., I offered the above described land and premises at public venue in the County of Liberty, State of Texas, at the door of the Court House of said Liberty County, Texas, and said land and premises were struck off to the taxing units, for the sum stated above.

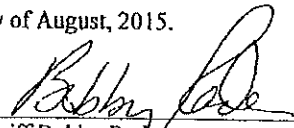
Accordingly, and in consideration that no monies were received nor exchanged, I hereby convey to the Grantee(s) all of the right title and interest owned by the Defendants in the property described above.

Attachment: 815 Robbie (4001 : Tax Resale Property-815 Robbie)

This deed is given expressly subject to the right of Defendant's to redeem the land and premises within the time and in the manner provided by law.

This instrument was prepared from information furnished by the parties to this suit and no examination has been made and no opinion has been given by the office preparing this instrument as to the title or the description of the property involved except as herein above stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 13th day of August, 2015.


 Sheriff Bobby Rader
 Liberty County, Texas

THE STATE OF TEXAS

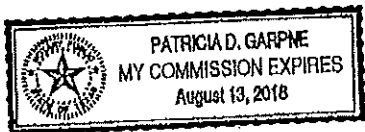
§
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COUNTY OF LIBERTY

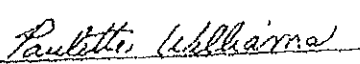
BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Sheriff Bobby Rader, Liberty County, Texas, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Sheriff Bobby Rader, Liberty County, Texas, for the purposes and consideration, and in the capacity therein expressed.

GIVEN under my hand and seal of office, this 13th day of August, 2015.


 NOTARY PUBLIC, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


 Paulette Williams, County Clerk
 Liberty County, Texas

September 03, 2015 02:07:38 PM

FEE: \$0.00 NCESSNA
 SHERTX

2015015302



Return To:
 Fielder, Randolph & Gunter
 P. O. Box 1265
 Dayton TX 77535
 Cause No. TX10100691

Attachment: 815 Robbie (4001 : Tax Resale Property-815 Robbie)

1/5/2018

819 Robbie St, Liberty Map | TX - Yahoo Maps on 819 Robbie St, Liberty Map | TX - Yahoo Maps

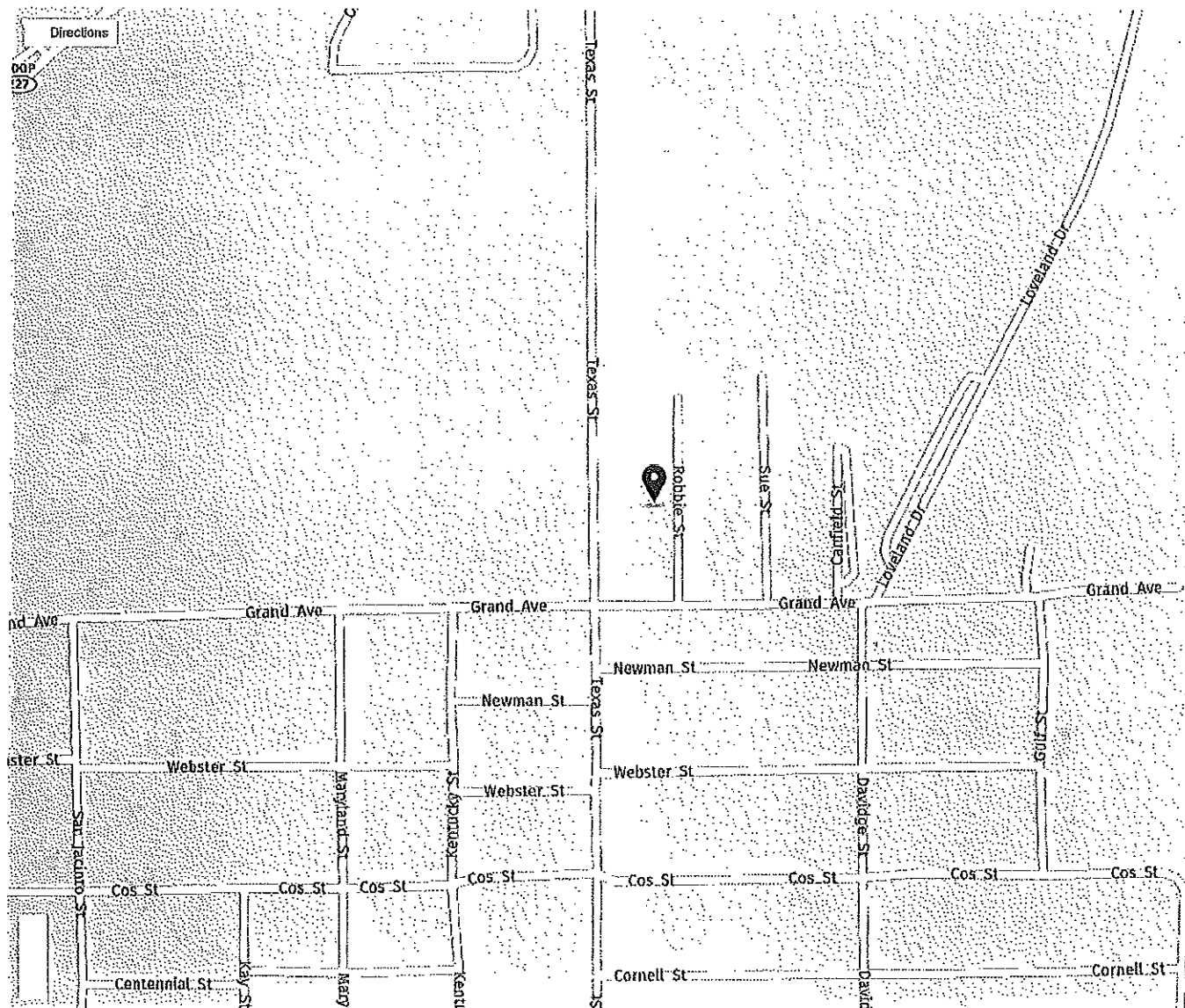
Home Mail Flickr Tumblr News Sports Finance Entertainment Lifestyle Answers Groups Mobile More

819 robbie street liberty 77575

Search Maps

Search Web

Sign In Mail



Attachment: Map - Robbie St (4001 : Tax Resale Property-815 Robbie)

Terms Privacy Feedback



Attachment: Robbie Pic #1 (4001 : Tax Resale Property-815 Robbie)



Attachment: Robbie Pic #2 (4001 : Tax Resale Property-\$15 Robbie)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 4002)

DOC ID: 4002

We have an offer on the following property:

Account numbers 007955-000037-007 (PID # 74187)

BEING 0.406 acres, described as Westwood Acres, Lot 38 39, and being further identified in the Tax Rolls of Liberty County as Account # 74187.

Offeror: Name: Gerald Brooks
 Address: 101 Westwood Ave
 Liberty, Texas 77575
 Phone #: 713-817-4531

Tax owed:	Liberty ISD	\$ 16,642.09	=	51.17 %
	City of Liberty	\$ 7,121.61	=	21.90 %
	County	\$ 8,758.30	=	26.93 %

Total taxes owed: \$ 32,522.00

Offer:	\$ 4,274.00
Less court costs TX13101629	\$ 639.00
Deed Filing Fee	\$ 24.00
Amount to be distributed:	\$ 3,611.00

Amount to be received by Liberty ISD	\$ 1,847.75
Amount to be received by the City of Liberty	\$ 790.81
Amount to be received by County	\$ 972.44
	\$ 3,611.00

Total per cent recovered by 11.10 %

Total Base Tax \$ 12,731.06

Per cent of base amount recovered 28.36 %

CAD value (PID #74187) \$ 4,000.00

Percent of CAD value recovered 90.28 %

Liberty County Strike Off Property

RESALE BIDDERS INFORMATION FORM**BUYER INFORMATION**

Name: Gerald Brooks
 Address: 101 Westwood Ave
Liberty TEXAS
 Phone Number: 713-817-4531

PROPERTY INFORMATION

Suit # TX 13101629
 Account # 74187
 Legal Description: Westwood Acres LOT 38.39 ACRES. 406

PROPOSED BID INFORMATION

Amount of Bid: \$4,274.00

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

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

Return completed form to

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

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

Attachment: Westwood Acres (4002 : Tax Resale Property-Westwood Avenue)

Server: LIBERTYTAX

Database: LIBERTYCOUNTY

User: TAX-DELINQUENT\RTLF

Form: Account Status

Date: 11/09/2017 1:44:10 PM

Account	2117	AD #	007955-000037-007	I	N
Legal	WESTWOOD ACRES LOT 38 39 ACRES .406	Owner	LIBERTY ISD TRUSTEE ETAL 1600 GRAND AVE LIBERTY, TX 77575 US	Stat	J
Refresh				Sup	

A Val	4,000	S Def		Deed		Acres	0.406000	Ceiling Information	Fiduciaries	0 found	
L Val	4,000	E Def		Vol	0	Sq Ft	0	No Ceilings	Exemptions	MISC	
I Val	0	Ag Def	0	Page	0	Inst		Roll	R	NonBilled	0 Found
Loc	WESTWOOD AVE	Map#			11/09/2017	Today		Override P&I	Paid		

Receivables [Detail] Audit

Owner ID: 196391

Owner %: 100

Year		Status	Rec. Bal.	Pen. Due	Int. Due	Col. Pen	Values	Total Due	Paid	Refund
TOTAL			12,731.06	1,527.75	14,021.12	4,242.07	32,522.00	.00	.00	.00
2017			.00	.00	.00	.00	.00	.00	.00	.00
2016			.00	.00	.00	.00	.00	.00	.00	.00
2015			.00	.00	.00	.00	.00	.00	.00	.00
2014			12.22	1.46	4.16	2.68	20.52	.00	.00	.00
2013		J	1,233.46	148.00	567.39	292.33	2,241.18	.00	.00	.00
2012		J	1,300.03	156.00	754.01	331.51	2,541.55	.00	.00	.00
2011		J	1,286.18	154.34	900.33	351.12	2,691.97	.00	.00	.00
2010		J	1,298.99	155.89	1,065.18	378.02	2,898.08	.00	.00	.00
2009		J	1,047.14	125.66	984.31	323.56	2,480.67	.00	.00	.00
2008		J	1,000.53	120.07	1,060.56	327.17	2,508.33	.00	.00	.00
2007		J	900.07	108.02	1,062.08	310.53	2,380.70	.00	.00	.00
2006		J	800.00	100.00	1,000.00	300.00	2,200.00	.00	.00	.00

Attachment: Westwood Acres (4002 : Tax Resale Property-Westwood Avenue)

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



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

ACCOUNT: 74187

2017+ Tax Statement

Statement Date: 11/09/2017	Property Location: WESTWOOD AVE
Owner: LIBERTY ISD TRUSTEE ETAL	Acres: 0.406
Mailing Address: 1600 GRAND AVE LIBERTY TX 77575	Legal Description: WESTWOOD ACRES LOT 38 39 ACRES .406

Exemptions:

NON-HOMESITE VAL	APPRAISED VALUE				
4,000	4,000				
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
CITY OF LIBERTY		4,000	0	0.610000	0.00
LIBERTY COUNTY		4,000	0	0.578800	0.00
LIBERTY CO HD #1		4,000	0	0.090000	0.00
NAVIGATION SOUTH		4,000	0	0.015250	0.00
LIBERTY ISD		4,000	0	1.394000	0.00
WATER DISTRICT #5		4,000	0	0.060170	0.00
TOTAL BASE TAX					0.00

LAWSUIT: TX13101629

PRIOR YEARS 32,522.00

Total Amount Due	32,522.00
-------------------------	------------------

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

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

↓ Detach ↓

Detach and return this portion with your check payable to:

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

Delinquent Date: 02/01/2018

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



LIBERTY ISD TRUSTEE ETAL
1600 GRAND AVE
LIBERTY TX 77575

2017 +Tax Statement 11/09/2017

Property Account Number 74187

Total Amount Due	\$32,522.00
-------------------------	--------------------

OWNER: LIBERTY ISD TRUSTEE ETAL

PIDN: 007955-000037-007

FID:
TX13101629

IF PAID IN	AMOUNT DUE
DEC	32,668.28
JAN	32,814.73
FEB	32,961.13
MAR	33,107.55
APR	33,253.91
MAY	33,400.36

Attachment: Westwood Acres (4002 : Tax Resale Property-Westwood Avenue)

2 PGS
SHERTX

2014004663

DEED UNDER ORDER OF SALE IN TAX SUITS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFER AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

(Language pursuant Section 11.008 of the Texas Property Code)

Date: February 4, 2014

Grantor: Sheriff Bobby Rader, Liberty County, Texas

Grantee(s): Liberty Independent School District, Trustee, for itself and for City of Liberty; for Hospital District 1; for Navigation-South; for Water District 5; and for Liberty County

Consideration/High Bid: Taxes, penalties, interest and cost owing.

Land and Premises: Tract 1: Lot 38 of Westwood Acres Subdivision, an Addition in the M G White Survey, A-117, Liberty County, Texas, according to the Map or Plat thereof recorded in Volume 8, Page 14 of the Map Records of Liberty County, Texas, (Account Number 007955-000037-007), and Tract 2: Lot 39 of Westwood Acres Subdivision, an Addition in the M G White Survey, A-117, Liberty County, Texas, according to the Map or Plat thereof recorded in Volume 8, Page 14 of the Map Records of Liberty County, Texas, (Account Number 007955-000038-005).

LCAD number: #007955-000037-007 and #007955-000038-005

Sheriff: Sheriff Bobby Rader, Liberty County, Texas

Order of Sale in Tax Suit: That order of sale issued on December 9, 2013, out of the 253rd Judicial District Court of Liberty County, Texas, pursuant to a judgment and decree of sale in Cause No. TX13101629; Liberty Independent School District et al vs. Dalton Eaton, et al rendered on: September 23, 2013.

Newspaper: Liberty Vindicator
Dates of publications: January 9, 2014, January 16, 2014 and January 23, 2014

Levy Date: December 11, 2013

Defendant(s): Dalton Eaton, et al

Date of Sale: February 4, 2014, being the first Tuesday of the month therein.

By virtue of that certain Order of Sale described above and further directed and delivered to me as Sheriff on the above stated Levy Date, commanding me to seize and sell the land and premises described in the Order of Sale, I did advertise for sale the said land and premises described in the Order of Sale, by having a notice of the sale published in the English language once a week for three consecutive weeks preceding the Date of Sale in the above-described Newspaper, a newspaper published in Liberty County, Texas, the first publication appearing not less than twenty days immediately preceding the day of the sale, containing a statement of the authority by virtue of which the sale is to be made, time and place of sale; also a brief description of the property to be sold by stating the number of acres and the original survey; if the property was located in a platted subdivision or addition the name by which the land is generally known with reference to that subdivision or addition; or by adopting the description of the land as contained in the judgment. Also, a copy of the Notice of Sale was mailed to the last known address of the above named Defendant(s).

Attachment: Westwood Acres (4002 : Tax Resale Property-Westwood Avenue)

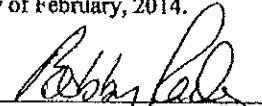
On the Date of Sale stated above, between the hours of ten o'clock a.m. and four o'clock p.m., I offered the above described land and premises at public venue in the County of Liberty, State of Texas, at the door of the Court House of said Liberty County, Texas, and said land and premises were struck off to the taxing units, for the sum stated above.

Accordingly, and in consideration that no monies were received nor exchanged which is hereby acknowledged, I hereby convey to the Grantee(s) all of the right title and interest owned by the Defendants in the property described above.

This deed is given expressly subject to the right of Defendant's to redeem the land and premises within the time and in the manner provided by law.

This instrument was prepared from information furnished by the parties to this suit and no examination has been made and no opinion has been given by the office preparing this instrument as to the title or the description of the property involved except as herein above stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 14th day of February, 2014.


 Sheriff Bobby Rader
 Liberty County, Texas

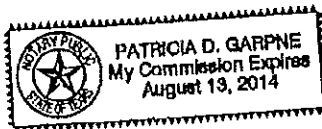
THE STATE OF TEXAS

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§
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COUNTY OF LIBERTY

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Sheriff Bobby Rader, Liberty County, Texas, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Sheriff Bobby Rader, Liberty County, Texas, for the purposes and consideration, and in the capacity therein expressed.

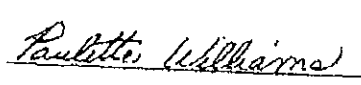
GIVEN under my hand and seal of office, this 14th day of February, 2014.




 NOTARY PUBLIC, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS




 Paulette Williams, County Clerk
 Liberty County, Texas

March 24, 2014 01:57:01 PM

FEE: \$20.00 MCESSNA
 SHERTX

2014004663

Return To:
 Perdue Brandon Fielder Collins & Mott, LLP
 1235 North Loop West, Ste. 600
 Houston, TX 77008
 Cause No. TX13101629

Attachment: Westwood Acres (4002 : Tax Resale Property-Westwood Avenue)

1/5/2018

Westwood Ave, Liberty Map | TX - Yahoo Maps on Westwood Ave, Liberty Map | TX - Yahoo Maps

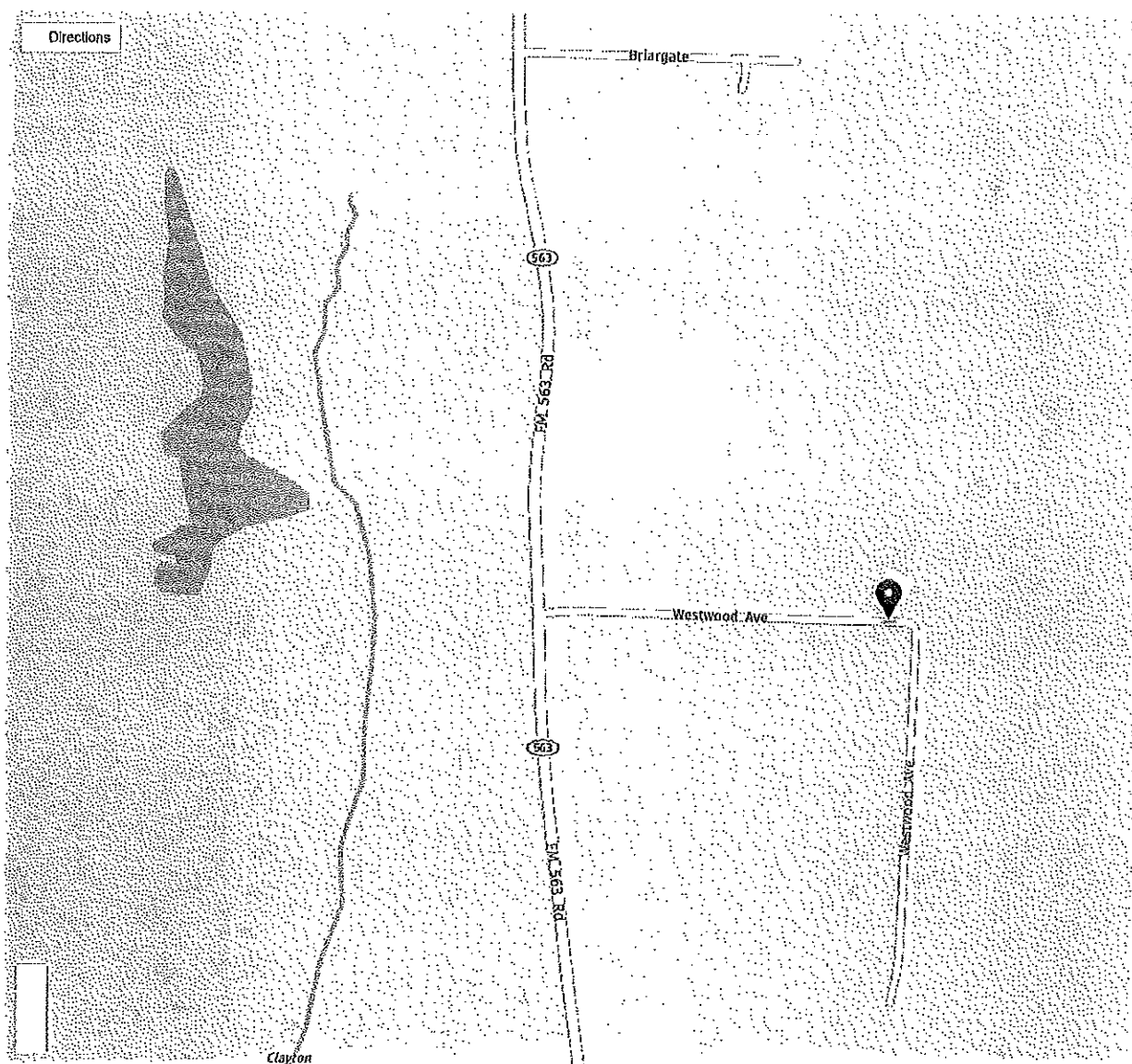
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[Mail](#)
[Flickr](#)
[Tumblr](#)
[News](#)
[Sports](#)
[Finance](#)
[Entertainment](#)
[Lifestyle](#)
[Answers](#)
[Groups](#)
[Mobile](#)
[More](#)

westwood ave liberty 77575

Search Maps

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 Mail


Attachment: Map - Westwood Avenue (4002 : Tax Resale Property-Westwood Avenue)

[Terms](#)
[Privacy](#)
[Feedback](#)
<https://maps.yahoo.com/place/?lat=30.02228666110502&lon=-94.76619958877563&q=westwood%20ave%20liberty%2077575&bb=30.03053>



Attachment: Westwood Pic #1 (4002 : Tax Resale Property-Westwood Avenue)



Attachment: Westwood Pic #2 (4002 : Tax Resale Property-Westwood Avenue)





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Election

ORDINANCE (ID # 4003)

DOC ID: 4003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 5TH DAY OF MAY, 2018 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; 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.

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

Section 1.

It is hereby ordered that a General Election be held in the City of Liberty, Texas on the first Saturday in May, the 5th day of May, 2018, at which election the qualified voters of the City will elect a Mayor and three (3) Council Members which shall hold office for a period of two (2) years, and which are all at-large positions.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and any other contracting entities shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2018 Joint Election Agreement and Election Services Contract.

Section 3.

The present boundaries of the City of Liberty constitute one election precinct, and the polls shall be open for voting on Election Day from 7:00 a.m. until 7:00 p.m. at the following polling place.

POLLING PLACE:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Section 4.

Paulette Williams, Liberty County Clerk, shall act as Contracting Officer and Early Voting Clerk. The location for Early Voting for such election is hereby designated as:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 23, 2018 and continuing through Tuesday, May 1 2018. Other early voting polling locations will be set forth in Exhibit B of the 2018 Joint Election Agreement and Election Services Contract, a copy of which is attached. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays. The City of Liberty received approval from the U.S. Department of Justice, in a letter dated April 29, 2009, that the City's two 12-hour days of early voting be held on the last two days of this period, for all future elections beginning with the May 9, 2009 Election. Therefore, Early Voting by Personal Appearance shall be conducted for 12 hours on the last two days of the 2018 early voting period, which fall on Monday, April 30, 2018 and Tuesday, May 1, 2018.

The Early Voting Clerk's address to which ballot applications and ballots voted by mail may be sent is:

Paulette Williams, Early Voting Clerk
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

All requests for early voting ballots by mail that are received by the City of Liberty will be transported on the day of receipt to Paulette Williams, Early Voting Clerk, Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575.

Election officials for the City's Early Voting and Election Day Polling Locations shall be designated by the Contracting Officer, in accordance with the provisions of the Texas Election Code.

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. The eSlate Direct Recording Electronic (DRE) Voting

System, which includes the “eSlates”, “Judge’s Booth Controllers”, “eScans” and pollbooks, shall be used for Early Voting and voting on Election Day. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

Notice of this election shall be published in the official newspaper of the City not earlier than the 30th day or later than the 10th day before election day, and shall be posted in the place used to post notice of City Council Meetings not later than the 21st day before election day, in accordance with the provisions of the Texas Election Code.

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or City Secretary and the City Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or City Secretary and the City Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2018 Joint Election Agreement and Election Services Contract.

Section 8.

That if any section, subsection, sentence, clause, or phrase of this ordinance should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Liberty, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9.

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.

Section 10.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 9th day of January, 2018.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

2018 JOINT ELECTION AGREEMENT

Between Liberty Independent School District and the City of Liberty, Texas

AND

ELECTION SERVICES CONTRACT

**Between the Liberty County Clerk/Election Officer
And the Political Subdivision Listed Above**

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS Liberty Independent School District and the City of Liberty, Texas, the Local Political Subdivisions, hereinafter referred to as “the LPS” shall hold their elections on Saturday, May 5, 2018; and

WHEREAS the County Clerk/Elections Officer, Paulette Williams, hereinafter referred to as “Contracting Officer”, and by authority of Section 31.092(a) of the Texas Election Code, enters into this Election Services Contract with Liberty Independent School District and the City of Liberty, Texas, the political subdivisions holding their elections on Saturday, May 5, 2018, for the conduct and supervision of said elections; and

WHEREAS Liberty Independent School District and the City of Liberty, Texas, find that this Joint Election Agreement and this Election Services Contract will adequately and conveniently serve all voters in the Liberty Independent School District and the City of Liberty, Texas, and will facilitate the orderly conduct of the election;

THEREFORE, Liberty County and Liberty Independent School District and the City of Liberty, Texas, agree as follows:

The Liberty County Clerk’s Office, under the direction of the County Clerk/Election Officer, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code as outlined in this agreement. The Liberty Independent School District and the City of Liberty, Texas, agree to pay Liberty County for equipment costs, election supplies, services and administrative costs as outlined in this agreement. The County Clerk will serve as administrator of the election, including early voting and any resulting runoff election; however, each participating authority remains responsible for the lawful conduct of its respective election.

Attachment: 2018 Joint Election Agreement (4003 : General Election Order)

I. RESPONSIBILITIES OF THE CONTRACTING OFFICER. The Contracting Officer shall perform the following tasks, which are not the responsibility of the LPS:

A. *Early Voting.*

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. Early Voting by personal appearance for the election shall be conducted during the hours and time periods and at the locations listed in Exhibit A.

2. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the **Liberty County Courthouse Located at: 1923 Sam Houston, Rm 209, Liberty, TX 77575.**

B. *Selection of Presiding Judges, Alternate Judges, and Election Clerks.*

1. The Contracting Officer shall appoint presiding election judges and alternate judges at the Early Voting and Election Day polling locations with input from the LPS. The Contracting Officer will appoint workers for the central accumulating station on Election Day. The Contracting Officer shall appoint a presiding judge and clerk for the Early Voting Ballot Board (EVBB). The Contracting Officer shall notify the election workers of their selection.

2. The presiding judges shall make their clerk appointments. If a presiding judge, alternate judge or clerk does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is available by telephone while the polls are open.

C. *Election Training.* The Contracting Officer shall be responsible for conducting one or more election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order at the polling location, and provisional voting.

D. *Election Day Polling Location.* The Election Day polling locations are set forth in Exhibit A. The Contracting Officer shall arrange for the transport and pickup of electronic voting equipment.

E. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to each presiding judge for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election and early voting kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); seals; sample ballots; thermal paper rolls for use in the Judge's Booth Controllers (JBCs); batteries for use in the JBCs, eScans and eSlates; and all consumable-type office supplies necessary to hold an election

F. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters in the LPS territory required for use on Election Day and for the Early Voting period to download to ePollbooks.

G. *Election Equipment.*

1. The Contracting Officer shall use the Direct Record Electronic (DRE) voting system and the early voting mail ballot system purchased by Liberty County from Hart InterCivic, Inc. (“Hart”) for the election. This voting system includes the equipment referred to as “eSlates” and “Judge’s Booth Controllers” (JBCs) “eScans” and ePollbooks. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. The Contracting Officer or designee shall prepare the JBCs, eSlates, eScans and ePollbooks for Early Voting and for Election Day.

2. The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS. The Contracting Officer shall also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing.

H. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to Liberty County by the LPS, or the LPS shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

I. *Election Day Activities.*

1. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall conduct Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

3. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as central counting station manager and shall appoint a tabulation supervisor. By signing this contract, the LPS hereby approves such appointment.

J. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared.

K. *Provisional Votes/Determination of Mail Ballots Timely Received under Section*

86.007(d) of the Texas Election Code. The Contracting Officer shall forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters' status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

L. Custodian of Election Records. After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the LPS, except for those records that must be maintained by the Contracting Officer in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

M. Recount.

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS requesting a recount shall reimburse the Contracting Officer for the cost of such count, which is not included in the estimate set forth in Exhibit B.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following tasks, which are not the responsibility of the Contracting Officer:

A. Applications for Mail Ballots. The LPS shall date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Election Notice, and Canvass. The LPS shall prepare the election order, resolutions, and official canvass. The LPS shall be responsible for having the required election notice under Section 4.003(a) (1) of the Texas Election Code timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.003(b) of the Texas Election Code in the proper location(s). The LPS is responsible for ensuring that all necessary documents are in both English and Spanish. The LPS shall conduct its canvass using materials provided by the Contracting Officer.

C. Ballot Information. The LPS shall provide the Contracting Officer with the English and Spanish translations of the propositions and/or candidate names and positions that are to appear on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation for Election Workers. The Contracting Officer and the LPS agree that election workers will be compensated as follows:

- Presiding judges and alternate judges: \$10.00/hr
(Including members of the EVBB)
- Election clerks: \$9.00/hr
- Early Voting deputies: \$9.00/hr

Election workers will be paid for the time spent setting up the polling location and closing the polling location each evening, but not to exceed one hour before and one hour after the polling location is open for voting. The Contracting Officer shall pay the workers and be reimbursed by the LPS.

B. Delivery Fee.

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) and one other worker shall bring the eSlate, JBC, ePollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid \$25.00 (\$12.50 each) for this delivery. (The eSlate, JBC, eScan and ePollbook shall be delivered to the polling location by a member of the Contracting Officer's staff. The eScan shall be picked up and returned to the Liberty County Courthouse by a member of the Contracting Officer's staff.)

2. The Contracting Officer shall pay the election workers for delivery of the unused supplies and election equipment and be reimbursed by the LPS.

IV. PAYMENT

A. Compensation.

1. Costs for which reimbursement is sought shall be supported by appropriate documentation. A cost estimate for election expenses is set forth in Exhibit B. The estimate assumes cost sharing between the LPS. The parties agree that this is an estimate only and the LPS is obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid by the Contracting Officer and reimbursed by the LPS.

2. Within 30 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for expenses directly attributable to the scope of work of the election, as follows: the actual expenses incurred in accordance with Section 31.100, Texas

Election Code, including without limitation, the costs and expenses of the newspaper publication of the logic and accuracy testing notice only; rental of voting machines and equipment; wages and salaries of the precinct election judge, alternate judge and election clerks, members of the early voting ballot board, and central accumulating station personnel (overtime only); programming of the ballot; ballots and voting supplies; and voting machines and equipment transportation. Nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories.

B. *Administrative Fee.* In accordance with Section 31.100(d), the LPS shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$75.00).

C. *Payment.* The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be an accurate rendering of the amount that is due.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.*

Nothing in this contract shall authorize or permit a change in:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Liberty County, Texas and the County Auditor of Liberty County, Texas.

C. Representatives. For purposes of implementing this contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the **Contracting Officer**:

Paulette Williams
 Liberty County Clerk
 1923 Sam Houston Rm 209
 Liberty, TX 77575
 Tel: (936) 336-4600, ext. 1200
 Fax: (936) 334-8174
 Email: coclerk@co.liberty.tx.us

For **Liberty Independent School District**:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For **The City of Liberty, Texas**:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Attachment: 2018 Joint Election Agreement (4003 : General Election Order)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

Paulette Williams, Liberty County Clerk

Before me, the undersigned authority, on this day personally appeared Paulette Williams, Liberty County Clerk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

Signature of officer administering oath

Attachment: 2018 Joint Election Agreement (4003 : General Election Order)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

Liberty Independent School District

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

Attachment: 2018 Joint Election Agreement (4003 : General Election Order)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

City of Liberty, Texas

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

Attachment: 2018 Joint Election Agreement (4003 : General Election Order)

Exhibit A

May 5, 2018, Joint Election between Liberty ISD and the City of Liberty

Early Voting and Election Day Polling Location

Precincts	Location	Address	City
Liberty ISD	Jack Hartel Building	318 San Jacinto	Liberty
City of Liberty	Jack Hartel Building	318 San Jacinto	Liberty

Voting Days and Hours of Voting

Voting Day	Hours of Voting
Monday, April 23	To Be Determined by LPS
Tuesday, April 24	To Be Determined by LPS
Wednesday, April 25	To Be Determined by LPS
Thursday, April 26	To Be Determined by LPS
Friday, April 27	To Be Determined by LPS
Monday, April 30	To Be Determined by LPS
Tuesday, May 2	To Be Determined by LPS
Saturday, May 5	7:00 a.m. – 7:00 p.m.

Exhibit B

Joint Election between Liberty ISD and City of Liberty

ESTIMATED ELECTION EXPENSES, MAY 5, 2018 ELECTION*

Early Voting Judges and Clerks** (7 days)	\$1,500.00
Election Day Judges and Clerks** (max 14 hrs. with judge/alternate/2 clerks)	\$ 645.00
Early Voting Ballot Board (for provisional and mail votes)	\$ 60.00
Deputy Clerk Overtime	\$ 150.00
Voting Equipment Rental (8 days)	\$2,640.00
Programming and Ballots (Hart InterCivic)	\$1,500.00
Pickup and delivery of equipment by county	\$ 50.00
Newspaper notice for L & A Testing	\$ 200.00
Election Supplies	<u>\$ 20.00</u>
<u>Subtotal:</u>	\$6,765.00
10% Administrative Fee Payable to Liberty County Clerk	\$ 676.50
<u>Grand Total Estimated Election Expenses:</u>	\$7,441.50

NOTE: Estimate assumes no equipment rental fees

*Assumes no cost sharing with other local political subdivisions.

(If joint election, shared costs will be split between all entities)

** Assumes judge @ \$10/hr and alternate/clerks @ \$9.00/hr

*** User fee as established by commissioner's court is \$165.00/unit per day.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Election

ORDINANCE (ID # 4004)

DOC ID: 4004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON THE 5TH DAY OF MAY, 2018 FOR THE PURPOSE OF VOTER CONSIDERATION OF PROPOSITIONS AMENDING THE HOME RULE CHARTER; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; 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.

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

Section 1.

It is hereby ordered that a Special Election be held in the City of Liberty, Texas on the first Saturday in May, the 5th day of May, 2018, at which election the qualified voters of the City will consider amendments to the City's Home Rule Charter. Those measures are described in Exhibit "A".

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and any other contracting entities shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2018 Joint Election Agreement and Election Services Contract.

Section 3.

The present boundaries of the City of Liberty constitute one election precinct, and the polls shall be open for voting on Election Day from 7:00 a.m. until 7:00 p.m. at the following polling place.

POLLING PLACE:

Jack Hartel Building
318 San Jacinto Street

Section 4.

Paulette Williams, Liberty County Clerk, shall act as Contracting Officer and Early Voting Clerk. The location for Early Voting for such election is hereby designated as:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 23, 2018 and continuing through Tuesday, May 1 2018. Other early voting polling locations will be set forth in Exhibit B of the 2018 Joint Election Agreement and Election Services Contract, a copy of which is attached. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays. The City of Liberty received approval from the U.S. Department of Justice, in a letter dated April 29, 2009, that the City's two 12-hour days of early voting be held on the last two days of this period, for all future elections beginning with the May 9, 2009 Election. Therefore, Early Voting by Personal Appearance shall be conducted for 12 hours on the last two days of the 2018 early voting period, which fall on Monday, April 30, 2018 and Tuesday, May 1, 2018.

The Early Voting Clerk's address to which ballot applications and ballots voted by mail may be sent is:

Paulette Williams, Early Voting Clerk
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

All requests for early voting ballots by mail that are received by the City of Liberty will be transported on the day of receipt to Paulette Williams, Early Voting Clerk, Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575.

Election officials for the City's Early Voting and Election Day Polling Locations shall be designated by the Contracting Officer, in accordance with the provisions of the Texas Election Code.

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. The eSlate Direct Recording Electronic (DRE) Voting System, which includes the "eSlates", "Judge's Booth Controllers", "eScans" and

pollbooks, shall be used for Early Voting and voting on Election Day. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

Notice of this election shall be published in the official newspaper of the City not earlier than the 30th day or later than the 10th day before election day, and shall be posted in the place used to post notice of City Council Meetings not later than the 21st day before election day, in accordance with the provisions of the Texas Election Code.

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or City Secretary and the City Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or City Secretary and the City Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2018 Joint Election Agreement and Election Services Contract.

Section 8.

That if any section, subsection, sentence, clause, or phrase of this ordinance should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Liberty, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9.

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.

Section 10.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 9th day of January, 2018.

Ordinance (ID # 4004)
Page 4

City Council Meeting

January 9, 2018

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

EXHIBIT "A"

2017 CHARTER REVISIONSMeasure No. 1

SHALL SECTION 1.02 OF THE CITY CHARTER REGARDING BOUNDARIES BE AMENDED TO READ AS FOLLOWS:

Section 1.02. Boundaries

The boundaries of the City of Liberty are hereby established as follows: Beginning at the northeast corner of the East Liberty Town League, Abstract 359, Liberty County, Texas; thence west along the north boundary line of said East Liberty Town League, Abstract 359, to the east bank of the Trinity River; thence along the east bank of the Trinity River with its meanders to a point on said bank which would be in an easterly projection of the north line of the North Liberty Town League, Abstract 356; thence west along said projection of said north line of said North Town League, Abstract 356, and the north boundary line of said North Liberty Town League, Abstract 356, to a point in the north line of said North Liberty Town League, which point is one thousand three hundred eighty and two tenths (1380.2) feet west of an old buggy axle at the northeast corner of the Louis Green et al twenty acre tract out of the northeast corner of the M. Wassam one hundred sixty acre tract in said North Liberty Town League, which said point is also one thousand seven hundred seventy one and four hundredths (1,771.04) feet east of a concrete marker located in the north boundary line of the North Liberty Town League, which said marker is at the northwest corner of said Wassam one hundred sixty acre tract; thence south 0 deg. 31' east to a point in the south line of the South Liberty Town League, Abstract 358; thence east along the south boundary line of the South Liberty Town League, Abstract 358, to the southeast corner of the said South Liberty Town League; thence across the Trinity River to the southwest corner of the East Liberty Town League, Abstract 359; thence in an easterly direction along the south line of the said East Liberty Town League to its southeast corner; thence north along the east boundary line of the said East Liberty Town League, Abstract 359, to the place of beginning.

~~The boundaries of the City of Liberty are hereby established as follows: Beginning at the northeast corner of the East Liberty Town League, Abstract 359, Liberty County, Texas; thence west along the north boundary line of said East Liberty Town League, Abstract 359, to the east bank of the Trinity River; thence along the east bank of the Trinity River with its meanders to a point on said bank which would be in an easterly projection of the north line of the North Liberty Town League, Abstract 356; thence west along said projection of said north line of said North Town League, Abstract 356, and the north boundary line of said North Liberty Town League, Abstract 356, to a point in the north line of said North Liberty Town League, which point is one thousand three hundred eighty and two tenths (1380.2) feet west of an old buggy axle at the northeast corner of the Louis Green et al twenty acre tract out of the northeast corner of the M. Wassam one hundred sixty acre tract in said North Liberty Town League, which said point is also one thousand seven hundred seventy one and four hundredths (1,771.04) feet east of a concrete marker located in the north boundary line of the North Liberty~~

~~Town League, which said marker is at the northwest corner of said Wassam one hundred sixty acre tract; thence south 0 deg. 31' east to a point in the south line of the South Liberty Town League, Abstract 358; thence east along the south boundary line of the South Liberty Town League, Abstract 358, to the southeast corner of the said South Liberty Town League; thence across the Trinity River to the southwest coern of the East Liberty Town League, Abstract 359; thence in an easterly direction along the south line of the said East Liberty Town League to its southeast corner; thence north along the east boundary line of the said East Liberty Town League, Abstract 359, to the place of beginning.~~

~~The boundaries of the City of Liberty are hereby established as follows: Beginning at the northeast corner of the East Liberty Town League, Abstract 359, Liberty County, Texas; thence west along the north boundary line of said East Liberty Town League, Abstract 359, to the east bank of the Trinity River; thence along the east bank of the Trinity River with its meanders to a point on said bank which would be in an easterly projection of the north line of the North Liberty Town League, Abstract 356; thence west along said projection of said north line of said North Town League, Abstract 356, and the north boundary line of said North Liberty Town League, Abstract 356, to a point in the north line of said North Liberty Town League, which point is one thousand three hundred eighty and two tenths (1380.2) feet west of an old buggy axle at the northeast corner of the Louis Green et al twenty acre tract out of the northeast corner of the M. Wassam one hundred sixty acre tract in said North Liberty Town League, which said point is also one thousand seven hundred seventy one and four hundredths (1,771.04) feet east of a concrete marker located in the north boundary line of the North Liberty Town League, which said marker is at the northwest corner of said Wassam one hundred sixty acre tract; thence south 0 deg. 31' east to a point in the south line of the South Liberty Town League, Abstract 358; thence east along the south boundary line of the South Liberty Town League, Abstract 358, to the southeast corner of the said South Liberty Town League; thence across the Trinity River to the southwest coern of the East Liberty Town League, Abstract 359; thence in an easterly direction along the south line of the said East Liberty Town League to its southeast corner; thence north along the east boundary line of the said East Liberty Town League, Abstract 359, to the place of beginning.~~

The boundaries of the City of Liberty shall be the same as have been heretofore established and now exist and those boundaries established and changed hereafter in all annexation ordinances and proceedings of the City of Liberty, Texas, filed in the Office of the City Secretary of Liberty, Texas.

Measure No. 2

SHALL SECTION 4.06 OF THE CITY CHARTER RELATING TO THE APPOINTMENT OF A PUBLIC HEALTH AUTHORITY BE REMOVED FROM THE CITY'S CHARTER.

Section 4.06. — Health authority:

(a) — Appointment and qualifications of health authority. The city council shall appoint a city health authority who shall be a licensed physician qualified to practice medicine in the State of Texas and a resident of the City of Liberty.

(b) — Administration. The city manager shall be responsible to the city health authority for the general administration of state and local laws relating to public health within the jurisdiction of the city.

(c) — Duties of health authority. The city health authority shall advise with the city council on a program of public health; shall cooperate in the preparation of a sanitary code; shall cooperate with nearby cities on problems of health and sanitation; shall cooperate with the commissioner's court of Liberty County and its agencies, and with the state health department and other departments of the state government in matters pertaining to health and sanitation.

(d) — Sanitary code. The city council shall adopt a sanitary code. Such code shall provide for monthly inspections to assure that its provisions are complied with; said inspections to be made in the manner designated, and by persons selected by the city manager. The powers of the city council to establish necessary rules and regulations for the purpose of this code shall include, but not to the exclusion of other powers, the following:

(1) — The power to establish quarantine stations and pest houses and to adopt ordinances necessary for the control of contagious diseases.

(2) — The power to regulate, license and inspect persons, firms, corporations, common carriers or associations operating any public place where food or drink or candies or manufactured sweets are served, sold or otherwise handled within the corporate boundaries of Liberty; to prescribe health regulations with reference to any employee or workers used in any such place; to regulate, license and inspect the sanitary condition of such places; and to condemn all articles not wholesome or fit for human consumption.

(3) — The power to define all nuisances and prohibit the same within the city and outside the city limits for a distance of five thousand (5,000) feet; to prohibit the pollution or stoppage of any stream, draw or drainage ditch; to work in cooperation with the drainage commissioner for the improvement of the drainage system and mosquito control.

(4) — The power to license, regulate and inspect producers, carriers and retailers of meat and dairy products inside or outside the city limits from which meat or milk is furnished to the residents of the city.

(5) — The power to require property owners to make connections with the sanitary sewer system; to provide for fixing penalties for failure to make such connections and to provide for fixing a lien against any property owner's premises who fails or refuses to make such connection and to charge the cost against said owner and make it a personal liability.

(6) — The power to inspect restrooms open to the public and require their maintenance in a condition of cleanliness.

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~~(7) — The power to provide for the fixing of penalties for failure of any person, firm, or corporation to comply with such rules and regulations as are prescribed by the city council under the provisions of this article or the laws of the State of Texas, it being the intent of this charter to vest in the city council not only the powers expressly enumerated in this article but all other powers, expressed or implied, granted under the general laws and constitution of the State of Texas in matters pertaining to health and sanitation.~~

Measure No. 3

SHALL SECTION 5.07 OF THE CITY CHARTER REGARDING CONDUCTING AND CANVASSING ELECTIONS BE AMENDED TO READ AS FOLLOWS:

Section 5.07. Conducting and canvassing elections.

The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council, **except for said times when the City Council chooses to contract with another governmental subdivision to conduct the election.** ~~The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. Within five (5) days after an election, the city council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions and issue certificates of election to candidates elected as hereinbefore provided.~~ **The City shall conduct the elections and report the results as provided by the general election laws of the State of Texas. The returns of every municipal election shall be delivered forthwith to the City Secretary. The Council shall canvass the returns and declare the official results of the election as prescribed by state law.**

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Measure No. 4

SHALL SECTION 8.02(b) OF THE CITY CHARTER REGARDING THE DEPARTMENT OF CITY PLANNING AND ZONING BE AMENDED TO READ AS FOLLOWS:

Section 8.02(b). Department of city planning and zoning.

- (b) On or after May 1 of each year council shall appoint resident qualified voters of the City of Liberty who shall constitute the city planning and zoning commission for three-year terms, and until their respective successors shall have been appointed and qualified, as follows: two (2) regular members first year; two (2) regular members the following year; and one (1) regular member plus two (2) alternates the following year. **Commissioners may only serve three consecutive terms on the planning and zoning commission. Individuals may serve more than (3) three terms if said terms are non-consecutive.** Said commissioners shall serve without pay and shall adopt such rules and regulations as they deem best governing their actions, proceedings and deliberations and time and place of meeting. Any member of the city planning and zoning commission may be removed by the city council for any cause deemed sufficient for his removal in the interest of public service; but only after a public hearing before the city council of charges publicly made, if demanded by such member within ten (10) days. The purpose and object of said planning and

zoning commission is to act as an advisory board to the city council relating to all nature of public improvements, civic improvements, city planning, opening, widening and changing of streets, routing of public utilities, controlling and regulating traffic upon the public streets and ways of the City of Liberty, and such other matters relating to city improvements as the city planning and zoning commission and the city council of the City of Liberty may deem beneficial to the City of Liberty.

Measure No. 5

SHALL SECTION 9.04 OF THE CITY CHARTER REGARDING NOTICE REQUIREMENTS FOR THE BUDGET BE AMENDED TO READ AS FOLLOWS:

Section 9.04. Notice of public hearing on budget.

The City Council shall follow Texas law regarding notice and hearing requirements for setting its budget. ~~At the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the City of Liberty, a notice of the hearing setting forth the time and place thereof at least five (5) days before the date of such hearing.~~

Measure No. 6

SHALL SECTION 9.18 OF THE CITY CHARTER REGARDING TAXES BE AMENDED TO READ AS FOLLOWS:

Section 9.18. Taxes; when due and payable.

All taxes due the City of Liberty shall be payable at the office of the city assessor-collector and may be paid at any time after the tax rolls for the year have been completed and approved, which shall be not later than October 1. Taxes shall be paid on or before **the due date set by Texas law** ~~February first of the year following assessment~~, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as provided by state law.

Measure No. 7

SHALL SECTION 13.13(a) OF THE CITY CHARTER REGARDING THE CHARTER REVIEW COMMISSION BE AMENDED TO READ AS FOLLOWS:

Section 13.13(a). Charter review commission.

- (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. **Said commissioners may only serve for two (2) consecutive terms on the charter review commission. Individuals may serve more than (2) two terms if said terms are non-consecutive.**

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2018 JOINT ELECTION AGREEMENT

Between Liberty Independent School District and the City of Liberty, Texas

AND

ELECTION SERVICES CONTRACT

**Between the Liberty County Clerk/Election Officer
And the Political Subdivision Listed Above**

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS Liberty Independent School District and the City of Liberty, Texas, the Local Political Subdivisions, hereinafter referred to as “the LPS” shall hold their elections on Saturday, May 5, 2018; and

WHEREAS the County Clerk/Elections Officer, Paulette Williams, hereinafter referred to as “Contracting Officer”, and by authority of Section 31.092(a) of the Texas Election Code, enters into this Election Services Contract with Liberty Independent School District and the City of Liberty, Texas, the political subdivisions holding their elections on Saturday, May 5, 2018, for the conduct and supervision of said elections; and

WHEREAS Liberty Independent School District and the City of Liberty, Texas, find that this Joint Election Agreement and this Election Services Contract will adequately and conveniently serve all voters in the Liberty Independent School District and the City of Liberty, Texas, and will facilitate the orderly conduct of the election;

THEREFORE, Liberty County and Liberty Independent School District and the City of Liberty, Texas, agree as follows:

The Liberty County Clerk’s Office, under the direction of the County Clerk/Election Officer, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code as outlined in this agreement. The Liberty Independent School District and the City of Liberty, Texas, agree to pay Liberty County for equipment costs, election supplies, services and administrative costs as outlined in this agreement. The County Clerk will serve as administrator of the election, including early voting and any resulting runoff election; however, each participating authority remains responsible for the lawful conduct of its respective election.

Attachment: 2018 Joint Election Agreement (4004 : Special Election Order)

I. RESPONSIBILITIES OF THE CONTRACTING OFFICER. The Contracting Officer shall perform the following tasks, which are not the responsibility of the LPS:

A. *Early Voting.*

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. Early Voting by personal appearance for the election shall be conducted during the hours and time periods and at the locations listed in Exhibit A.

2. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the **Liberty County Courthouse Located at: 1923 Sam Houston, Rm 209, Liberty, TX 77575.**

B. *Selection of Presiding Judges, Alternate Judges, and Election Clerks.*

1. The Contracting Officer shall appoint presiding election judges and alternate judges at the Early Voting and Election Day polling locations with input from the LPS. The Contracting Officer will appoint workers for the central accumulating station on Election Day. The Contracting Officer shall appoint a presiding judge and clerk for the Early Voting Ballot Board (EVBB). The Contracting Officer shall notify the election workers of their selection.

2. The presiding judges shall make their clerk appointments. If a presiding judge, alternate judge or clerk does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is available by telephone while the polls are open.

C. *Election Training.* The Contracting Officer shall be responsible for conducting one or more election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order at the polling location, and provisional voting.

D. *Election Day Polling Location.* The Election Day polling locations are set forth in Exhibit A. The Contracting Officer shall arrange for the transport and pickup of electronic voting equipment.

E. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to each presiding judge for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election and early voting kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); seals; sample ballots; thermal paper rolls for use in the Judge's Booth Controllers (JBCs); batteries for use in the JBCs, eScans and eSlates; and all consumable-type office supplies necessary to hold an election

F. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters in the LPS territory required for use on Election Day and for the Early Voting period to download to ePollbooks.

G. *Election Equipment.*

1. The Contracting Officer shall use the Direct Record Electronic (DRE) voting system and the early voting mail ballot system purchased by Liberty County from Hart InterCivic, Inc. (“Hart”) for the election. This voting system includes the equipment referred to as “eSlates” and “Judge’s Booth Controllers” (JBCs) “eScans” and ePollbooks. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. The Contracting Officer or designee shall prepare the JBCs, eSlates, eScans and ePollbooks for Early Voting and for Election Day.

2. The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS. The Contracting Officer shall also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing.

H. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to Liberty County by the LPS, or the LPS shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

I. *Election Day Activities.*

1. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall conduct Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

3. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as central counting station manager and shall appoint a tabulation supervisor. By signing this contract, the LPS hereby approves such appointment.

J. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared.

K. *Provisional Votes/Determination of Mail Ballots Timely Received under Section*

86.007(d) of the Texas Election Code. The Contracting Officer shall forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters' status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

L. Custodian of Election Records. After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the LPS, except for those records that must be maintained by the Contracting Officer in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

M. Recount.

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS requesting a recount shall reimburse the Contracting Officer for the cost of such count, which is not included in the estimate set forth in Exhibit B.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following tasks, which are not the responsibility of the Contracting Officer:

A. Applications for Mail Ballots. The LPS shall date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Election Notice, and Canvass. The LPS shall prepare the election order, resolutions, and official canvass. The LPS shall be responsible for having the required election notice under Section 4.003(a) (1) of the Texas Election Code timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.003(b) of the Texas Election Code in the proper location(s). The LPS is responsible for ensuring that all necessary documents are in both English and Spanish. The LPS shall conduct its canvass using materials provided by the Contracting Officer.

C. Ballot Information. The LPS shall provide the Contracting Officer with the English and Spanish translations of the propositions and/or candidate names and positions that are to appear on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation for Election Workers. The Contracting Officer and the LPS agree that election workers will be compensated as follows:

- Presiding judges and alternate judges: \$10.00/hr
(Including members of the EVBB)
- Election clerks: \$9.00/hr
- Early Voting deputies: \$9.00/hr

Election workers will be paid for the time spent setting up the polling location and closing the polling location each evening, but not to exceed one hour before and one hour after the polling location is open for voting. The Contracting Officer shall pay the workers and be reimbursed by the LPS.

B. Delivery Fee.

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) and one other worker shall bring the eSlate, JBC, ePollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid \$25.00 (\$12.50 each) for this delivery. (The eSlate, JBC, eScan and ePollbook shall be delivered to the polling location by a member of the Contracting Officer's staff. The eScan shall be picked up and returned to the Liberty County Courthouse by a member of the Contracting Officer's staff.)

2. The Contracting Officer shall pay the election workers for delivery of the unused supplies and election equipment and be reimbursed by the LPS.

IV. PAYMENT

A. Compensation.

1. Costs for which reimbursement is sought shall be supported by appropriate documentation. A cost estimate for election expenses is set forth in Exhibit B. The estimate assumes cost sharing between the LPS. The parties agree that this is an estimate only and the LPS is obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid by the Contracting Officer and reimbursed by the LPS.

2. Within 30 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for expenses directly attributable to the scope of work of the election, as follows: the actual expenses incurred in accordance with Section 31.100, Texas

Election Code, including without limitation, the costs and expenses of the newspaper publication of the logic and accuracy testing notice only; rental of voting machines and equipment; wages and salaries of the precinct election judge, alternate judge and election clerks, members of the early voting ballot board, and central accumulating station personnel (overtime only); programming of the ballot; ballots and voting supplies; and voting machines and equipment transportation. Nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories.

B. *Administrative Fee.* In accordance with Section 31.100(d), the LPS shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$75.00).

C. *Payment.* The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be an accurate rendering of the amount that is due.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.*

Nothing in this contract shall authorize or permit a change in:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Liberty County, Texas and the County Auditor of Liberty County, Texas.

C. Representatives. For purposes of implementing this contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the **Contracting Officer:**

Paulette Williams
 Liberty County Clerk
 1923 Sam Houston Rm 209
 Liberty, TX 77575
 Tel: (936) 336-4600, ext. 1200
 Fax: (936) 334-8174
 Email: coclerk@co.liberty.tx.us

For **Liberty Independent School District:**

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For **The City of Liberty, Texas:**

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Attachment: 2018 Joint Election Agreement (4004 : Special Election Order)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES
SHOWN BELOW:

The Contracting Officer

Paulette Williams, Liberty County Clerk

Before me, the undersigned authority, on this day personally appeared Paulette Williams, Liberty County Clerk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

Signature of officer administering oath

Attachment: 2018 Joint Election Agreement (4004 : Special Election Order)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

Liberty Independent School District

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

Attachment: 2018 Joint Election Agreement (4004 : Special Election Order)

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

City of Liberty, Texas

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

Attachment: 2018 Joint Election Agreement (4004 : Special Election Order)

Exhibit A

May 5, 2018, Joint Election between Liberty ISD and the City of Liberty

Early Voting and Election Day Polling Location

Precincts	Location	Address	City
Liberty ISD	Jack Hartel Building	318 San Jacinto	Liberty
City of Liberty	Jack Hartel Building	318 San Jacinto	Liberty

Voting Days and Hours of Voting

Voting Day	Hours of Voting
Monday, April 23	To Be Determined by LPS
Tuesday, April 24	To Be Determined by LPS
Wednesday, April 25	To Be Determined by LPS
Thursday, April 26	To Be Determined by LPS
Friday, April 27	To Be Determined by LPS
Monday, April 30	To Be Determined by LPS
Tuesday, May 2	To Be Determined by LPS
Saturday, May 5	7:00 a.m. – 7:00 p.m.

Exhibit B

Joint Election between Liberty ISD and City of Liberty

ESTIMATED ELECTION EXPENSES, MAY 5, 2018 ELECTION*

Early Voting Judges and Clerks** (7 days)	\$1,500.00
Election Day Judges and Clerks** (max 14 hrs. with judge/alternate/2 clerks)	\$ 645.00
Early Voting Ballot Board (for provisional and mail votes)	\$ 60.00
Deputy Clerk Overtime	\$ 150.00
Voting Equipment Rental (8 days)	\$2,640.00
Programming and Ballots (Hart InterCivic)	\$1,500.00
Pickup and delivery of equipment by county	\$ 50.00
Newspaper notice for L & A Testing	\$ 200.00
Election Supplies	<u>\$ 20.00</u>
<u>Subtotal:</u>	\$6,765.00
10% Administrative Fee Payable to Liberty County Clerk	\$ 676.50
<u>Grand Total Estimated Election Expenses:</u>	\$7,441.50

NOTE: Estimate assumes no equipment rental fees

*Assumes no cost sharing with other local political subdivisions.

(If joint election, shared costs will be split between all entities)

** Assumes judge @ \$10/hr and alternate/clerks @ \$9.00/hr

*** User fee as established by commissioner's court is \$165.00/unit per day.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 01/09/18 06:00 PM

Department: Administration
Category: Rates and Fees

ORDINANCE (ID # 4005)

DOC ID: 4005 A

See Exhibit "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 AN INCREASE IN THE FEES FOR SOLID WASTE COLLECTION SERVICES FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS; PROVIDING THAT ALL RATES OR SCHEDULES OF RATES CONFLICTING HEREWITH ARE AMENDED; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

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

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

WHEREAS, the attached "Exhibit A" represents the rates and fees to be charged by the City for solid waste collection.

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

Section 1.

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

Section 2.

That the fee schedule attached hereto as "Exhibit A" amends the previous Master Fee Schedule to include the new rates shown in "Exhibit A" providing for an increase in the rates for solid waste collection services for residential and commercial accounts, and is hereby adopted as fully set forth herein.

Section 3.

That the Ordinance containing all current rates and fees charged by the City of Liberty shall take effect 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 9th day of January 2018.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

EXHIBIT "A"
SOLID WASTE FEES

Residential Collection Fee per month:	\$17.70	\$18.25
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Each dwelling unit shall be considered a residential establishment even though such dwelling unit may be a part of an apartment or duplex.

Commercial Collection Fee per month:

Collection from each commercial establishment shall be as follows:

Once-a-week pick-up / 3-32 gal. containers:	\$31.00	\$31.95
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Once-a-week pick-up / 1-90 gal. / 1-96 gal. Containers	\$37.72	\$38.85
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Refuse Collection from street right-of-ways or alley not previously collected by regular solid waste collection services:

Administrative Fee	\$10.00	Same
Fee per cubic yard for removal	\$25.00	Same



November 30, 2017

City of Liberty
1829 Sam Houston
Liberty, TX 77575
Attn: Gary Broz, City Manager

Re: Annual Rate Adjustment Request per Contract Specifications

Dear Gary,

I hope that this letter finds you well and you and your staff are finding a bit of relief now that we are post-Harvey 90 days. What a time it has been for sure, let's hope we don't see that type of event for a long, long time.

I am writing to formally request a rate adjustment as prescribed in our franchise hauling agreement effective January 1, 2018. I have attached the proper table as set forth in our contract - Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, October 2017, 12-month analysis table – and have indicated the Garbage and Trash Collection line of the report as directed. The link for this table is <https://www.bls.gov/news.release/cpi.t07.htm> and I have attached an Excel download of it as well, see Row 278 for the pertinent category.

This table points towards a 2.7% increase in this line item and so that is the amount of increase we are requesting to be effective with our January 1st billings. If you have any questions or comments regarding this request please feel free to contact me.

I appreciate your help over the contract term and especially during the events of the past 100 days. I think both organizations did a great job of communicating and executing during the storm recovery and am glad that we were able to help the City during the clean-up efforts. Thanks again for your help in that regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Killian", is written over a horizontal line.

Bill Killian

Attachment: LT's Rate Adjustment Request (4005 : Master Fee Schedule Amendment)