



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, February 13, 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 # 4022)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 4023)

Sam Rayburn Municipal Power Agency - Mayor Pickett

C. Information Item (ID # 4024)

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, January 09, 2018
2. Tuesday, January 16, 2018
3. Tuesday, January 23, 2018

VII. REGULAR AGENDA

A. Regular Session

1. Ordinance (ID # 4032)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING A 1.66 SQUARE MILES TRACT OF LAND, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE CERTAIN TERRITORY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID # 19427, 19341 AND 13063; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTIES; PROVIDING A SAVINGS CLAUSE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

- Exhibit 1 for Ordinance -Phase 7 Adoption (PDF)

2. Resolution (ID # 4033)

CONSIDER APPROVAL OF A RESOLUTION DECLARING THE INTENTION OF THE CITY OF LIBERTY, TEXAS, TO ANNEX CERTAIN TERRITORY DESCRIBED AS .27 SQUARE MILES BEGINNING AT THE SOUTHEAST CORNER OF 2017 ANNEXATION TRACT 7, SAME BEING A POINT IN EAST LINE OF THE UNITED STATES OF AMERICA TRACT RECORDED IN VOLUME 670 PAGE 327, DEED RECORDS, LIBERTY COUNTY, TEXAS, HAVING COORDINATES OF N:9975374.24, E:4074719.99; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.

- Legal Description for Resolution- Phase 8 (PDF)

3. Council Action (ID # 4025)

Consider approval of a bid for Tax Resale Property described as 0.2169 acres, San Jacinto Park, Lot 18 (1900 San Jacinto).

- Property Info-1900 San Jacinto (PDF)
- Pic #1 (JPG)
- Pic #2 (JPG)

- Pic #3 (JPG)
- Pic #4 (JPG)
- Pic #5 (JPG)

4. Council Action (ID # 4026)

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

- CAD-ARB Information (PDF)

5. Information Item (ID # 4031)

Discussion of the services and benefits offered by the Lower Colorado River Authority.

6. Council Action (ID # 4027)

Consider approval of a Program Agreement with the Lower Colorado River Authority (LCRA) for material acquisition services.

- LCRA Information (PDF)

7. Council Action (ID # 4028)

Consider approval of an Agreement with Sensus USA for moving the AMI Metering System to the Cloud.

- Sensus Contract (PDF)

8. Council Action (ID # 4029)

Consider approval of a contract with Lemons Auctioneer, LLP for online auction services.

- Lemons Auctioneer Contract (PDF)

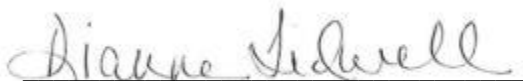
9. Information Item (ID # 4030)

Discussion on a proposed policy for Board and Commission Member Appointment and Eligibility.

- Board Appt Information (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 9th day of February, 2018 at 2:00 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: 02/13/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4022)

DOC ID: 4022



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4023)

DOC ID: 4023



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4024)

DOC ID: 4024



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, 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

The meeting was called to order on January 9, 2018 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:01 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	Present	
Paul Glazener	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. INVOCATION

The Invocation was given by Deacon, Tuan Hoank, Immaculate Conception Catholic Church, Liberty.

III. PLEDGE OF ALLEGIANCE

The pledge to the American and Texas flags was led by Abby Hajovsky, Liberty High School Junior.

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 Jan 9, 2018 6:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3997)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on current City projects and issues.

B. Information Item (ID # 3998)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported on recent Sam Rayburn Municipal Power Agency board appointments, meeting minutes and the next monthly meeting.

C. Information Item (ID # 3999)

Mayor, Council & Staff Comments

COMMENTS - Current Meeting:

There were no 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.

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

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

Minutes Acceptance: Minutes of Jan 9, 2018 6:00 PM (Minutes Approval)

682, DEED RECORDS, LIBERTY COUNTY, TEXAS HAVING COORDINATES OF N:9976419.62, E:4066479.28.

COMMENTS - Current Meeting:

At 6:23 p.m., Mayor Pickett opened the first of two Public Hearings on the annexation (Phase 7) of 1.66 square miles into the City's boundaries. Mr. Art Pertile, Attorney, Olson & Olson was present to discuss the annexation process. Mr. Pertile reviewed a map of the proposed annexation, property owners, agriculture agreements and 380 development agreements, public hearing dates and the adoption of the annexation ordinance having been scheduled for February 13, 2018.

At 6:34 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- PH Notices - Annexation-Phase 7 (DOC)

2. Council Action 2018-1

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

COMMENTS - Current Meeting:

City Attorney Brandon Davis reviewed a powerpoint presentation on the tax resale property located at 815 Robbie Street. An offer of \$57,000.00 has been made, with total taxes owed to all taxing entities in the amount of \$55,167.52. If the bid is accepted, \$13,804.67 will be distributed to the City of Liberty.

After brief discussion, a motion was made to accept the bid of \$57,000.00 for the tax resale property described as 0.2296 acres, Abshier, Lot 18 19.

ATTACHMENTS:

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

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

3. Council Action 2018-2

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

COMMENTS - Current Meeting:

City Attorney Brandon Davis reviewed a powerpoint presentation on the tax resale property located on Westwood Avenue. An offer of \$4,274.00 has been made, with total taxes owed to all taxing entities in the amount of \$32,522.00. If the bid is accepted, \$790.81 will be distributed to the City of Liberty.

After brief discussion, a motion was made to accept the bid of \$4,274.00 for the tax resale property described as 0.406 acres, Westwood Acres, Lot 38 39.

ATTACHMENTS:

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

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

4. Ordinance 2018-1

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.

COMMENTS - Current Meeting:

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

"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."

A motion was made to adopt the Ordinance ordering the General Election for officers on Saturday, May 5, 2018.

ATTACHMENTS:

- 2018 Joint Election Agreement (DOCX)

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

5. Ordinance 2018-2

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.

COMMENTS - Current Meeting:

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

"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."

City Attorney Brandon Davis led review and discussion of the proposed Charter Amendments, those amendments are as follows (see Exhibit "A" to this ordinance for a detailed description):

1. Section 1.02 Boundaries - amending Charter language to better describe the current and future boundaries of the City.
2. Section 4.06 Health Authority - removal of this section appointing a Public Health Authority.
3. Section 5.07 Conducting and Canvassing Elections - amending Charter language to follow State Law regarding the conduct and canvass of elections.
4. Section 8.02(b) Department of Planning and Zoning - amending Charter language to create term limits for Planning and Zoning Commission Members.
5. Section 9.04 - Notice of Public Hearing on Budget - amending Charter language to follow State Law regarding notice and hearing requirements for setting the budget.
6. Section 9.18 Taxes; When Due and Payable - amending Charter language that taxes are due and payable according to State Law.
7. Section 13.13(a) Charter Review Commission - amending Charter language to create term limits for Charter Review Commission Members.

A motion was made to adopt the Ordinance ordering a Special Election for voter consideration of proposed Charter Amendments, with changes to the text of #4 and #7 changing the word "members" to "individuals" in the term limit language.

ATTACHMENTS:

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

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

6. Ordinance 2018-3

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

COMMENTS - Current Meeting:

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

"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."

Discussion was held regarding a proposed increase in solid waste fees which will be passed to the customer. After review of those fees, a motion was made to adopt the Ordinance amending the Master Fee Schedule.

ATTACHMENTS:

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

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

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 6:52 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 9, 2018 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, January 16, 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

The meeting was called to order on January 16, 2018 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	Absent	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Paul Glazener	Councilperson	Present	
Gary Broz	City Manager	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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

III. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 4007)

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.

Minutes Acceptance: Minutes of Jan 16, 2018 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

At 6:02 p.m., Mayor Pickett opened the second of two public hearings on the proposed annexation (Phase 7) of 1.66 square miles into the City's boundaries. City Manager Gary Broz reviewed a map of the proposed area and reported on various annexation topics related to Phase 7. Mayor Pickett closed the public hearing at 6:05 p.m.

ATTACHMENTS:

- PH Notices for Newspaper-Phase 7 (DOC)

2. Resolution (ID # 4008)

Consider approval of a Resolution in support of Park Forest Housing, Ltd. for the acquisition and rehabilitation of the Park Forest Apartments and its application to the Texas Department of Housing and Community Affairs for 2018 Housing Tax Credits.

COMMENTS - Current Meeting:

This agenda item was passed on.

RESULT:	NO ACTION TAKEN
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IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 6:06 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 16, 2018 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

1829 Sam Houston
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Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, January 23, 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

The meeting was called to order on January 23, 2018 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:00 PM by Mayor Pro Tem Diane Huddleston.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Absent	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Paul Glazener	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

III. PRESENTATIONS / REPORTS

1. Information Item (ID # 4013)

Project Updates - City Mgr. G. Broz

Minutes Acceptance: Minutes of Jan 23, 2018 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

City Manager Gary Broz reported on various City projects, the recent inclement weather and that the City's Annual Audit would be presented at the February 13, 2018 Council Meeting.

2. Information Item (ID # 4014)

Financial Report - Dec 2017 - Fin. Dir. N. Herrington

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the City's financials ending December 31, 2017. Ms. Herrington reported on the various funds, the cash in bank amount for each fund and other related information. Ms. Herrington stated that sales tax collections are in line with budgeted amounts and that property tax revenue is 15-20 percent below the collected amount this same time last year.

3. Information Item (ID # 4015)

FEMA Update - Pub. Works Dir. T. Warner

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on FEMA submittals as a result of Hurricane Harvey. Mr. Warner reviewed the various categories and submitted amounts. Current submittal amount is \$924,482.55. Mr. Warner further detailed the current work in progress and related costs.

IV. REGULAR AGENDA**A. Regular Session****1. Council Action 2018-3**

Consider ratifying the Liberty Community Development Corporation's action regarding approval of an amendment to the Interlocal Agreement with Water Control District #5 for the Natural Resources Conservation Service Joint Levee Project, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager gave a powerpoint presentation of the WCID/NRCS Project for repairs near Pump Station A. Public Works Director Tom Warner presented, in detail, a breakdown of the total cost, reflecting the federal and local funding amounts. Total project cost is \$3,175,806.00. The City of Liberty's portion of the cost is \$283,311.87.

A motion was made to accept the amended Interlocal Agreement with Water Control Improvement District #5.

ATTACHMENTS:

- Amended Agreement-NRCS Grant (PDF)
- Repairs-FEMA Project-NRCS Project (PDF)

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

2. Resolution 2018-1

Consider approval of a Resolution in support of Park Forest Housing, LTD for the acquisition and rehabilitation of the Park Forest Apartments and its application to the Texas Department of Housing and Community Affairs for 2018 Housing Tax Credits.

COMMENTS - Current Meeting:

Mr. Jim Washburn and Mr. Devon Baker, Park Forest Housing, LTD were present to address the Council regarding the rehabilitation of the Park Forest Apartments on Cook Road. Mr. Washburn relayed that the Housing Tax Credit process assists with the acquisition, rehabilitation, or new construction of affordable housing. Investors make application for the funds and must show community support as part of the process. Mr. Washburn reported on the upgrades to be made to the housing units should their application be approved.

After further discussion, a motion was made to approve a Resolution in support of Park Forest Housing, LTD for its application to the Texas Department of Housing and Community Affairs for 2018 Housing Tax Credits.

ATTACHMENTS:

- Resolution-Park Forest (PDF)

RESULT: APPROVED [5 TO 1]
MOVER: Dennis Beasley, Councilperson
SECONDER: David Arnold, Councilperson
AYES: Huddleston, Beasley, Potetz, Arnold, Glazener
NAYS: Libby Simonson
ABSENT: Carl Pickett

3. Council Action 2018-4

Consider approval of the purchase of a new vehicle for the Street Department, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on two quotes received for a new Street Department vehicle. After review and discussion of the quotes from BJ Ford and Liberty-Dayton Chrysler, a motion was made to approve the purchase of a Dodge 4-Door Crew Cab, less Uconnect, from Liberty-Dayton Chrysler in the amount of \$24,955.00.

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

4. Council Action 2018-5

Consider approval of payment of invoices from Water Control Improvement District #5 for Joint Levee Project repairs, and take any action deemed necessary.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on FEMA DR 4269 in regard to the May 2016 flood and washout of the free flow flaps at Main "A". FEMA reimbursed the maximum amount of 75% to WCID #5. WCID has requested that the City pay the remaining 25%, or \$29,450.00, as the work was done on the City's levee.

During the October 2016 Flood, FEMA DR 4272, City employees were assigned to monitor pump operations or "levee watch" at Main A and Main B. The cost to provide the levee watch was \$5,622.99. The City invoiced WCID #5 the FEMA 75% share or \$4,217.24. These funds are owed to the City by WCID #5.

A motion was made to approve payment to WCID #5, which will result in a net amount of \$25,200.00 for the City's share.

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

V. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pro Tem Huddleston adjourned the meeting at 6:55 p.m.

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Diane Huddleston, Mayor Pro Tem

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 23, 2018 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Annexation

ORDINANCE (ID # 4032)

DOC ID: 4032

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING A 1.66 SQUARE MILES TRACT OF LAND, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE CERTAIN TERRITORY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID # **19427, 19341 AND 13063**; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTIES; PROVIDING A SAVINGS CLAUSE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

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

WHEREAS, public hearings were held on January 9, 2018 and January 16, 2018 in the City Council Chambers of the City of Liberty, Texas where all interested persons were provided with an opportunity to be heard on the proposed annexation of the territory fully described in **EXHIBIT "1"** attached hereto and incorporated herein; and

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

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

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

Section 2. That the following described land and territory lying adjacent to and adjoining the City of Liberty, Texas, pursuant to Sections 43.035 and 212.171 of the Texas Local Government Code, is hereby added and annexed to the City of Liberty, Texas, and said territory hereinafter described shall hereafter be included within the

boundary limits of the City of Liberty, Texas, and the present boundary limits of such city, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Liberty, Texas, to-wit:

SEE ATTACHED EXHIBIT "2"

Section 3. That the above described territory is so annexed and shall be a part of the City of Liberty, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Liberty, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Liberty, Texas pursuant to Sections 43.035 and 212.171 of the Texas Local Government Code. The service plan attached hereto as **EXHIBIT "3"** is hereby adopted as part of the annexation of the property annexed to the City as provided for and now described in **EXHIBIT "2."**

Section 4. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 5. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Liberty, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in Section 3 of this Ordinance to be annexed to the City of Liberty any lands or area which are presently part of and included within the limits of the City of Liberty, or which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Liberty's jurisdiction to annex, the same is hereby excluded and excepted from

the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

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

PASSED AND APPROVED in Liberty, Texas this ____ day of February, 2018.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

STATE OF TEXAS §

§

COUNTY OF LIBERTY §

This instrument was acknowledged before me on the ____ day of _____, 2018 by, Mayor Carl Pickett of the City of Liberty, Texas.

Notary Public, State of Texas

Notary's Printed Name

Commission Expires: _____

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

EXHIBIT 1

PROPOSED ANNEXATION TERRITORY (1.66 SQUARE MILES)

EXHIBIT 2

**PROPERTIES ACTUALLY ANNEXED
(LCAD PROPERTY ID # 19427, 19341 AND 13063)**

EXHIBIT 3

SERVICE PLAN FOR PROPERTIES ANNEXED

ANNEXATION SERVICE PLAN

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

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

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

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

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

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

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

7. CODE ENFORCEMENT SERVICES:

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

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

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

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

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

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

EXHIBIT "A"
2017 ANNEXATION TRACT 7

Field Note Description for approximately 1.66 square miles for annexation to
 incorporation of the City of Liberty

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;

THENCE SOUTHEASTLERY over and across the United States of America tract recorded in Volume 740 Page 682 to a point being in the North line of the United States of America tract as recorded in Volume 670 Page 327, Deed Records, Liberty County, Texas having coordinates of N:9975546.17, E:4067263.00;

THENCE EASTERLY along and with the North line of the United States of America tract recorded in Volume 670 Page 327 to a point locating the Northeast corner of said tract having coordinates of N:9976113.12, E:4074659.56;

THENCE SOUTHERLY along and with the East line of the United States of America tract as recorded in Volume 670 Page 327 to a point having coordinates of N:9975374.24, E:4074719.99;

THENCE SOUTHWESTERLY over and across the United States of America tract as recorded in Volume 670 Page 327 to a point a point in the South line of said tract, having coordinates of N:9972053.95, E:4069506.45

THENCE WESTERLY along and with the South line of the United States of America tract as recorded in Volume 670 Page 327, the same being the South line of the B.M. Spinks Survey, Abstract No. 108 to a point in the apparent East bank of the Trinity River having coordinates of N:9971824.46, E:4066757.64;

THENCE WESTERLY over and across the Trinity River to a point in the apparent West bank of the Trinity River having coordinates of N:9971800.70, E:4066472.74, said point also being in the East line of the United States of America tract (LCAD No. 000027-000002-000);

THENCE WESTERLY over and across the United States of America tract (LCAD No. 000027-000002-000) passing a point being located in the East line of the Pickett Bayou Club tract as recorded in Volume 328 Page 303, Deed Records, Liberty County, Texas, continuing over and across the Pickett Bayou Club tract to a point in the South line of said tract having coordinates of N:9972545.16, E:4057539.05;

THENCE NORTHERLY over and across the Pickett Bayou Club tract to a point having coordinates of N:9973489.05, E:4057506.85, said point being the Southwest corner of the 2016 Annexation tract 6;

THENCE EASTERLY over and across the Pickett Bayou Club tract, passing a point in the West bank of the Trinity River, also passing a point in the East bank of the Trinity River, continuing over and across the United States of America tract recorded in Volume 740 Page 682, the same being along with the South line of the said 2016 Annexation Tract 6 to the **POINT OF BEGINNING** and containing 1.66 square miles, more or less.

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



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Annexation Issues

RESOLUTION (ID # 4033)

DOC ID: 4033 A

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF LIBERTY, TEXAS, TO ANNEX CERTAIN TERRITORY DESCRIBED AS .27 SQUARE MILES BEGINNING AT THE SOUTHEAST CORNER OF 2017 ANNEXATION TRACT 7, SAME BEING A POINT IN EAST LINE OF THE UNITED STATES OF AMERICA TRACT RECORDED IN VOLUME 670 PAGE 327, DEED RECORDS, LIBERTY COUNTY, TEXAS, HAVING COORDINATES OF N:9975374.24, E:4074719.99; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.

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

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

Section 2. The City Council of the City hereby calls two public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. The first public hearing shall be held in the City Council Chambers, located at 1829 Sam Houston, Liberty, Texas, 77575 at 12:00p.m. on Tuesday, March 20, 2018, and the second public hearing shall be held in the City Council Chambers, located at 1829 Sam Houston, Liberty, Texas, 77575 at 6:00 pm on Tuesday, March 27, 2018. The annexation proceeding, of which notice of intention to

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

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

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

PASSED AND APPROVED in Liberty, Texas this _____ day of February, 2018.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

EXHIBIT "A"

METES AND BOUNDS OF TERRITORY TO BE ANNEXED

EXHIBIT "A"
2018 ANNEXATION TRACT 8

Field Note Description for approximately .27 square miles for annexation to
incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2017 Annexation Tract 7, same being a point in East line of the United States of America tract recorded in Volume 670 Page 327, Deed Records, Liberty County, Texas, having coordinates of N:9975374.24, E:4074719.99

THENCE SOUTHERLY along and with the East line of the United States of America tract as recorded in Volume 670 Page 327 to a point having coordinates of N:9973757.91, E:4074852.20;

THENCE SOUTHERLY continuing along and with the East line of the United States of America tract as recorded in Volume 670 Page 327 to a point locating the Southeast corner of said tract having coordinates of N:9972516.04, E:4075041.44, said point also being the common line of the B.M. Spinks Survey, Abstract No. 108 and the J. McFaddin Survey, Abstract No. 76;

THENCE WESTERLY along and with the South line of the United States of America tract as recorded in Volume 670 Page 327, the same being the South line of the B.M. Spinks Survey, Abstract No. 108 to a point coordinates of N:9972053.95, E:4069506.45, the same being in the Southerly line of the 2017 Annexation Tract 7;

THENCE NORTHEASTERLY over and across the United States of America tract recorded in Volume 670 Page 327, the same being along with the Southeasterly line of the said 2017 Annexation Tract 7 to the **POINT OF BEGINNING** and containing .27 square miles, more or less.

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

Attachment: Legal Description for Resolution- Phase 8 (4033 : Notice of Intent to Annex-Phase 8)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 4025)

DOC ID: 4025

We have an offer on the following property:

Account numbers 007340-000015-004 (PID #67263)

BEING 0.2169 acres described as San Jacinto Park, Lot 18, and being further identified in the Tax Rolls of Liberty County as Account # 007340-000015-004.

Offeror: Gonzaga Services and Management, LLC
30340 FM 2978, Ste 650
Magnolia, TX 77354
346-218-2313

Tax owed:	to Liberty ISD	\$ 28,083.32	=	47.72 %
	to the City of Liberty	\$ 14,491.15	=	24.63 %
	to County	\$ 16,272.30	=	27.65 %

Total taxes owed: \$ 58,495.82

Offer:	\$ 20,350.00
Less court costs TX14102236	\$ 1,278.00
Deed Filing Fee	\$ 24.00
Amount to be distributed:	\$ 19,048.00

Amount to be received by Liberty ISD	\$ 9,089.71
Amount to be received by the City of Liberty	\$ 4,681.52
Amount to be received by County	\$ 5,266.77
	\$ 19,048.00

Per cent recovered by Liberty ISD, the City of Liberty and Liberty County	32.37 %
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Base Tax Amount	\$ 23,743.00
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Per cent of base amount recovered	80.23 %
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CAD value (PID #67263)	\$ 83,460.00
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Percent of CAD value recovered	22.82 %
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Liberty County Strike off Property

RESALE OFFER INFORMATION FORM**Buyer Information**Name: GONZAGA SERVICES AND MANAGEMENT, LLCAddress: 30340 FM 2978 STE 650, MAGNOLIA, TX 77354Phone number: 346-218-2312**Property Information**Suit # TX 14102236Account # 67263Legal Description: SAN JACINTO PARK, LOT 18, ACRES .2169**Proposed Bid Information**Amount of Bid \$ 20,350.00

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

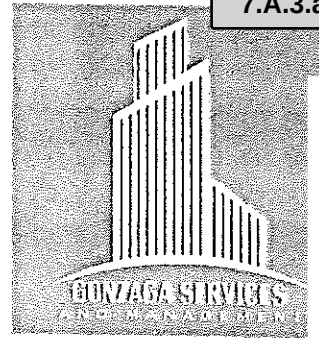
****The acceptance of this proposed bid sheet does not warranty nor guarantee that the proposed bid will be approved by the taxing entities****

Return completed form to:

Mike Fielder
Attorney At Law
108 W. Clayton
P.O. Box 1265
Dayton, TX 77535

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

Attachment: Property Info-1900 San Jacinto (4025 : Tax Resale Property-San Jacinto)



GONZAGA SERVICES AND MANAGEMENT, LLC.

p.: (346) 218-2313

gonzaga@gonzagaservices.com

30340 FM 2978, Ste 650.

Magnolia, TX 77354

January, 18, 2018.

This is a letter in which Gonzaga Services and Management, LLC is justified in the Bid Offer at property describes below:

Property ID:	67263
Legal Description:	SAN JACINTO PARK, LOT 18, ACRES .2169
Geographic ID:	007340-000015-004

We are sending a proposal lower than the minimum Bid value, because this property is abandoned and damaged inside, especially in the background. This property represents a risk to the neighborhood, mainly when we are looking the sanitary conditions that could cause a lot of problems through the pests that are inside this house. Our purpose is to restore this property, in order to keep it safe, and that is why we are sending a proposal below the estimated Bid value.

Sincerely,

Gonzaga Services and Management.

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



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

7.A.3.a

ACCOUNT: 67263

2017+ Tax Statement

Statement Date: 02/02/2018 Owner: LIBERTY ISD ETAL Mailing Address: 1600 GRAND AVE LIBERTY TX 77575	Property Location: 0001900 SAN JACINTO Acres: 0.2169 Legal Description: SAN JACINTO PARK LOT 18 ACRES .2169
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Exemptions:

LAND VALUE	IMPROVEMENT VAL	APPRAISED VALUE			
8,510	74,950	83,460			
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
CITY OF LIBERTY		34,985	48,475	0.610000	295.70
LIBERTY COUNTY		34,985	48,475	0.578800	280.57
LIBERTY CO HD #1		34,985	48,475	0.090000	43.63
NAVIGATION SOUTH		34,985	48,475	0.015250	7.39
LIBERTY ISD		34,985	48,475	1.394000	675.74
WATER DISTRICT #5		34,985	48,475	0.060170	29.17
LAWSUIT: TX14102236				TOTAL BASE TAX	1,332.20

PENALTY & INTEREST 93.25
PRIOR YEARS 57,421.32

Total Amount Due 58,846.77

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 \$32.98.

↓ 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.

2017 +Tax Statement
02/02/2018

Property Account Number
67263

Total Amount Due \$58,846.77

OWNER: LIBERTY ISD ETAL
PIDN: 007340-000015-004
FID:
TX14102236



LIBERTY ISD ETAL
1600 GRAND AVE
LIBERTY TX 77575

IF PAID IN	AMOUNT DUE
MAR	59,131.12
APR	59,415.47
MAY	59,699.91
JUN	59,984.32
JUL	60,517.82
AUG	60,790.77

Server: LIBERTYTAX

7.A.3.a

Database: LIBERTYCOUNTY

User: TAX-DELINQUENT\RTLF

Form: Account Status

Date: 02/02/2018 9:19:45 AM

Account	0743	AD #	007340-000015-004	I	N	BA
Legal	SAN JACINTO PARK LOT 18	Owner	LIBERTY ISD ETAL 1600 GRAND AVE LIBERTY, TX 77575 US	Stat	S	
Refresh	ACRES .2169			Sup		

A Val	83,460	S Def		Deed		Acres	0.216900	Ceiling Information	2011	Fiduciaries	0 found
L Val	8,510	E Def		Vol	0	Sq Ft	0			Exemptions	MISC
I Val	74,950	Ag Def	0	Page	0	Inst		Roll	R	NonBilled	0 Found
Loc	0001900 SAN JACINTO	Map#				02/02/2018		Today		Override P&I	Paid 08/24/2004

Receivables | Detail | Audit

Owner ID: 67263

Year		Status	Rec. Bal.	Pen. Due	Int. Due	Col. Pen	Total Due	Paid	Refund
TOTAL			23,743.00	2,769.21	24,844.81	7,489.75	58,846.77	7,888.69	.00
2017			1,332.20	79.92	13.33	.00	1,425.45	.00	.00
2016		S	2,067.34	248.10	268.75	387.63	2,971.82	.00	.00
2015		S	1,899.66	227.96	474.92	390.39	2,992.93	.00	.00
2014		S	1,627.43	195.30	602.15	363.73	2,788.61	.00	.00
2013		S	1,627.42	195.30	797.44	393.03	3,013.19	.00	.00
2012		S	1,614.33	193.72	984.75	418.91	3,211.71	.00	.00
2011		S-F	891.72	107.00	650.97	247.45	1,897.14	.00	.00
2010		S-F	892.05	107.04	758.25	263.60	2,020.94	.00	.00
2009		S-F	884.54	106.14	858.00	277.30	2,125.98	.00	.00
2008		S-F	883.00	105.95	962.46	292.72	2,244.13	.00	.00
2007		S-F	865.27	103.83	1,046.98	302.42	2,318.50	.00	.00
2006		S	888.45	112.05	1,384.00	369.33	2,753.83	.00	.00

Attachment: Property Info-1900 San Jacinto (4025 : Tax Resale Property-San Jacinto)

2 PGS
SHERTX

2017015780

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 1, 2017

Grantor: Sheriff Bobby Rader, Liberty County, Texas

Grantee(s): Liberty Independent School District, Trustee, for itself and for City of Liberty, 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: Being approximately .2169 Acres, located on Lot 18, of the San Jacinto Park Subdivision (Account No. 007340-000015-004).

LCAD number: #007340-000015-004

Sheriff: Sheriff Bobby Rader, Liberty County, Texas

Order of Sale in Tax Suit: That Order of Sale issued on May 24, 2017 out of the 75th Judicial District Court of Liberty County, Texas, pursuant to a judgment and decree of sale in Cause No. TX14102236; Liberty Independent School District et al vs. The Estate of Ruth Bernice Marroquin et al, rendered on: March 21, 2016

Newspaper: Liberty Vindicator
Dates of publications: July 6, 2017, July 13, 2017 and July 20, 2017

Levy Date: May 24, 2017

Defendant(s): Ruth Bernice Marroquin et al; State of Texas (In Rem Only); and Prosperity Bank (In Rem Only)

Date of Sale: August 1, 2017, 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 Courthouse of said Liberty County, Texas, and said land and premises were struck off to the taxing units, for the sum stated above.

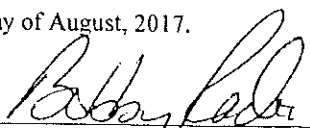
Attachment: Property Info-1900 San Jacinto (4025 : Tax Resale Property-San Jacinto)

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 8 day of August, 2017.


 Sheriff Bobby Rader
 Liberty County, Texas

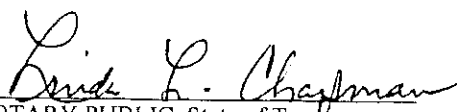
THE STATE OF TEXAS

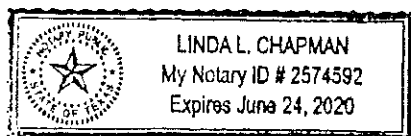
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§
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COUNTY OF LIBERTY

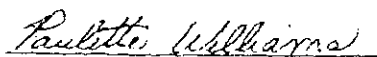
BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Sheriff Bobby Rader, Liberty County, Texas, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Sheriff Bobby Rader,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

GIVEN under my hand and seal of office, this 8 day of August, 2017.


 NOTARY PUBLIC, State of Texas



FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS



Paulette Williams, County Clerk
 Liberty County, Texas

August 17, 2017 08:48:58 AM

FEE: \$0.00 MCESSNA
 SHERTX

2017015780



Return To:
 Fielder, Randolph & Gunter, PLLC
 Attn: Mr. Mike Fielder
 P. O. Box 1265
 Dayton, TX 77535-1265
 Cause No. TX14102236

Attachment: Property Info-1900 San Jacinto (4025 : Tax Resale Property-San Jacinto)









Attachment: Pic #4 (4025 : Tax Resale Property-San Jacinto)





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Nomination Procedures

COUNCIL ACTION (ID # 4026)

DOC ID: 4026

**LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
P.O. BOX 10016/2030 SAM HOUSTON
LIBERTY, TEXAS 77575
(936) 336-5722 FAX (936) 336-8390**

January 26, 2018

To: All Voting Taxing Units

From: Lana McCarty

Re: ARB Nominations

Dear Taxing Units:

Due to recent resignations of Milton Fregia (Pct 3) we are needing to fill his remaining 2-year term from January 1, 2018 through December 31, 2018.

Position
At Large

Board Member
Board Member

The Board of Directors has requested you submit a nominee(s) to the District's office by 5:00 P.M. by February 21, 2018. The Board will fill the position at their regularly scheduled meeting on Thursday, February 22, 2018 at 9:30 A.M. Please have your nominee **complete the enclosed application**.

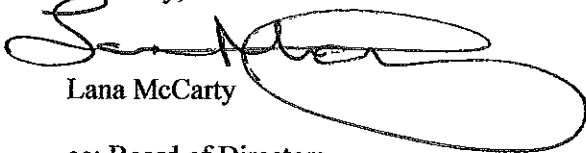
According to Sec. 6.41(c) of the Property Tax Code, to be eligible to serve on the Appraisal Review Board, an individual must be a resident of the Appraisal District for two (2) years, cannot be an officer or an employee of the Appraisal District or a Taxing Unit and can only serve three (3) consecutive two (2) year terms. Additionally, the law also bars from service a person who contracts for any purpose with the Appraisal District or a Taxing Unit. In addition, all members will be required to attend an ARB training session.

Typically, the ARB meets at 9:00 A.M. once a month and at least twice a week during the months of May and June. ARB members are compensated one hundred and fifty dollars per meeting.

If you should have any questions concerning these nominations, please give me a call.

If your nomination is someone currently on the Board, please do not require them to complete the attached application.

Sincerely,



Lana McCarty

cc: Board of Directors

Attachment: CAD-ARB Information (4026 : CAD-ARB Nomination)

**APPLICATION FOR APPRAISAL REVIEW BOARD APPOINTMENT
LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT**

7.A.4.a

APPLICANT INFORMATION

LAST NAME	FIRST NAME	MIDDLE INITIAL
ADDRESS		
CITY		ZIP CODE
SOCIAL SECURITY NUMBER	TELEPHONE NUMBERS: DAYTIME ()	EVENING ()

APPRIASAL REVIEW BOARD QUALIFICATION STATEMENT

Please answer the following questions by checking "Yes" or "No"

1. Are you a resident of the Liberty County Central Appraisal District and have you resided within the District for the past two years? Yes ____ No ____

2. Are you currently employed by or are you an officer or director of the State Comptroller's Office, an appraisal district, or a taxing unit (i.e. county, school district, or special district) in any capacity? Yes ____ No ____
If you answered "Yes" please indicate in what capacity you are employed or serve below:

3. Have you even been employed by or been an officer or director of the Liberty County Central Appraisal District or any taxing unit (i.e. county, school district, city or special district) served by the Liberty County Central Appraisal District? Yes ____ No ____

4. Do you, or does any relative of yours within the second degree by either blood or marriage, do business in the Liberty County Central Appraisal District as a paid property tax agent or as an appraiser who performs appraisals for use in property tax proceedings? Yes ____ No ____

These are the degrees of relationship included:

1st Degree by Consanguinity (blood): Parents, children

1st Degree by Affinity (marriage): Spouse, spouses of relatives listed under consanguinity, stepparents, spouse's children, and stepchildren

2nd Degree by Consanguinity (blood): Grandparents, grandchildren, brothers, and sisters

2nd Degree by Affinity (marriage): Spouse's grandparents, spouse's brothers and sisters

5. Are you, or a business in which you hold substantial interest, a party to a contract with the Appraisal District or with a taxing unit in the District? A substantial interest means that you and your spouse together own at least 10% of the voting stock or shares in the business, or that either of you is a partner, limited partner, or officer of the business entity. Yes ____ No ____

6. Is any relative of either you or your spouse employed by the Liberty County Central Appraisal District?
Relative's Name: _____
Degree of Relationship: _____

7. Do you own property in Liberty County? Yes ____ No ____
If "Yes" are the property taxes current? Yes ____ No ____

PERSONAL BACKGROUND

1. Have you ever been convicted of a felony or of a misdemeanor involving moral turpitude, or are you presently under indictment or other legal accusation of theft or for any felony? If "Yes" explain below the nature of the offense, date, and location: Yes _____ No _____
- _____
- _____

2. Are you a U.S. citizen? Yes _____ No _____
If "No" are you eligible to be employed under a visa or entry permit? Yes _____ No _____

3. Use the space below to list professional society memberships, job related licenses registrations, certificates (with their numbers), and expiration dates. Provide additional comments or information that would be of assistance in considering you for this position.
- _____
- _____
- _____

EDUCATION AND TRAINING

Please indicate your level of education below:

Less than high school education _____ High school education _____ College education _____
Number of years attended college _____
Degree(s) attained _____

WORK HISTORY

(List most recent jobs first)

Include paid or verifiable non-paid experience including military service. If you have had more than one position with the same employer, please list each position separately.

Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____

In your own words, please explain why you would like to serve on the Appraisal Review Board:

I affirm that the information provided in this application is true and correct. I further affirm that to the best of my knowledge and belief, I am not disqualified by law from accepting an appointment to the Appraisal Review Board for the Liberty County Central Appraisal District.

Signature: _____ Date: _____



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Utilities

INFORMATION ITEM (ID # 4031)

DOC ID: 4031



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 4027)

DOC ID: 4027

EXHIBIT MAT
PROGRAM AGREEMENT
MATERIAL ACQUISITION SERVICES

The City of Liberty ("Customer") and the Lower Colorado River Authority ("LCRA") have entered into an Interlocal Cooperation Agreement for Services dated December 13, 2017.

The purpose of this Program Agreement is to allow the City of Liberty to receive the benefits of the Material Contract between LCRA and its vendor.

CONTRACT SCOPE:

LCRA shall provide the following services to Customer:

1. LCRA has received and evaluated bid proposals for an annual material acquisition program.
2. The selected vendor meets or exceeds the criteria required and desired for furnishing materials to LCRA and its Wholesale Customers.
3. The selected Vendor will be monitored by LCRA at regular intervals to assure that the program is beneficial to the participants.
4. The selected Vendor may furnish materials for up to five (5) years with at least an annual review of performance of the Vendor.
5. LCRA Distribution Engineering will make recommendations and evaluations of material suitable for electric facilities.

CUSTOMER BENEFITS

1. Customer will not need to go through the bid process for materials covered under this Program.
2. The Vendor will be providing the following products: electrical, natural gas, water/sewer, CATV/telephone, sport lighting, fiber optic, and telecommunication.
3. The Customer will deal directly with the Vendor in the ordering, shipping, and payment of invoices. Vendor will provide customer with a customer specific electronic procurement WEB page. Fax or telephone ordering also is available.
4. The Vendor will not charge shipping charges for the routine route delivery to the Customer from Vendor's warehouse.
5. Vendor will be available to deliver material at least weekly to Customer.
6. The Vendor may deliver materials directly to the jobsite when prior arrangements have been made between the Customer and the Vendor.
7. The Vendor may purchase excess materials from the Customer to reduce Customers inventory.
8. The Vendor agrees to maintain a stock of material for emergencies to be delivered to the customer within 48 hours.
9. The Vendor will be available 24 hours per day 7 days per week for Customer to contact.
10. Vendor will self unload Customer's purchases at customers warehouse or directly to the jobsite.
11. Vendor can provide training on use of new material.
12. Vendor will provide improved communication concerning product availability and pricing movement.
13. Vendor can provide "kiting" assembling and packaging material by unit designation.
14. Vendor will provide an emergency backup stock.
15. Vendor will not charge a restocking charge for return of unused material if Customer meets Vendor's criteria for such actions.
16. Vendor will provide new transformers on consignment at customer's location if customer purchases all transformers and all other distribution materials from vendor.
17. The vendor will provide and maintain emergency stock of larger pad-mounted transformers or other agreed upon items so that each utility will not have to maintain expensive inventory or backup units for reliability purposes.

CONTRACT TERM

The contract term for this Program Agreement shall be for one year. The Program Agreement shall be automatically renewed each year unless terminated by either party.

TERMINATION

Either party may terminate this Program Agreement, by giving a ninety- (90) day notice to the other party. Termination of this Program Agreement shall not affect the Agreement for Technical Services or any other Program Agreement, but termination of the Agreement for Technical Services automatically terminates all Program Agreements. If this Program Agreement is terminated, any overpayment of the retainer shall be reimbursed to the Customer after the costs of services have been paid.

CONTRACT FEES

Fees for work under this Agreement

See attached price sheet "Pricing for MATERIAL ACQUISITION Program"

The LCRA will notify the customer of the new fee for continuing the service for another year in a new "Pricing for Material Acquisition Program" which will become a part of this Agreement

All other terms and conditions of the Program Agreement remain in full force and effect. The parties below have caused this Program Agreement to be executed by their authorized officials as of _____, 20____.

LOWER COLORADO RIVER AUTHORITY

By: _____

Title: _____

CUSTOMER _____

By: _____

Title: _____

Pricing for
Electric Material Acquisition Program
For the _____
Dated: _____

The program fee is \$35/month plus 2.5% of the previous month's purchases, but not to exceed \$250/month. The monthly fee will be accrued, and billing will be done on 6 month's interval.

Monthly fee will be updated every year and will be constant for one complete year.

Accepted:

Customer

Signature

Printed Name

Title

Date

gbroz.manager@cityofliberty.org

From: Allan Kunze <Allan.Kunze@LCRA.ORG>
Sent: Tuesday, January 23, 2018 9:56 AM
To: gbroz@cityofliberty.org
Subject: Material_Agreement_January 23-2018.doc
Attachments: Material_Agreement_January 23-2018.doc

Gary..

Here is the material program agreement.

The list of entities that use the agreement are listed below.

CITY OF BASTROP
 CITY OF BELLVILLE
 CITY OF BOERNE
 CITY OF BRADY
 CITY OF BRENHAM
 CITY OF BRIDGEPORT
 CITY OF BURNET
 CITY OF CUERO
 CITY OF DENTON
 CITY OF FREDERICKSBURG
 CITY OF GARLAND
 CITY OF GEORGETOWN
 CITY OF GIDDINGS
 CITY OF GOLDTHWAITE
 CITY OF GONZALES
 CITY OF GRANITE SHOALS
 CITY OF HEARNE
 CITY OF HEMPSTEAD
 CITY OF LA GRANGE
 CITY OF LAGO VISTA
 CITY OF LAMPASAS
 CITY OF LEXINGTON
 CITY OF LLANO
 CITY OF LOCKHART
 CITY OF LULING
 CITY OF MASON
 CITY OF MOULTON
 CITY OF SAN MARCOS
 CITY OF SAN SABA
 CITY OF SCHULENBURG

Attachment: LCRA Information (4027 : LCRA Program Agreement)

CITY OF SHINER

CITY OF SMITHVILLE

CITY OF WAELDER

CITY OF WEIMAR

Guadalupe Blanco River Authority

KERRVILLE PUBLIC UTILITY BOARD

Texas State Univ. - San Marcos

Let me know if you have any questions.

Allan



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Utilities

COUNCIL ACTION (ID # 4028)

DOC ID: 4028



Advanced Metering Infrastructure (AMI) Agreement

between

City of Liberty
 ("Customer")

and
 Sensus USA Inc.
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

Customer: City of Liberty

By: _____
 Name: _____
 Title: _____
 Date: _____

Contents of this Agreement:

AMI Agreement
 Exhibit A Software
 Exhibit B Technical Support

Attachment: Sensus Contract (4028 : Sensus USA Agreement)



AMI Agreement

1. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
- B. **First Article Testing.** Prior to manufacture of full order of FlexNet electric meters and/or modules, Sensus shall manufacture and deliver four (4) samples, or other Customer-designated quantity not to exceed twelve (12), (the "First Articles") of each electric meter and/or module ordered to Customer to ensure that the meter and/or module meets the Customer's Requirements Documentation. Following Customer acceptance of the First Articles in accordance with Sensus' first article policy, Sensus will commence manufacture of the applicable meters and/or modules. As used herein, Requirements Documentation shall mean the meter order packet, nameplate definition and approval, manufacturing data file, specific metrology configuration, specific FlexNet configuration, and labeling information. This provision shall apply whether the Customer orders meters directly from Sensus or Sensus' authorized distributor.
- C. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

2. Services.

- A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
- B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
- C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
- F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.

3. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

4. Spectrum

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 8/18/2015 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

5. General Terms and Conditions.

- A. **Intentionally Omitted**
- B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the

foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

- G. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Texas. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Texas. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits, and the Spectrum Lease represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
 - D. **"Distribution Automation Devices"** identifies RTMs and RTUs.
 - E. **"Distribution Automation Devices Software"** identifies the Sensus proprietary software used with Distribution Automation Devices and any Patches, Updates, Upgrades that are provided to Customer pursuant to the terms of this Agreement, all only to the extent Customer; (i) has been provided pricing for that specific item of Distribution Automation Devices Software; and (ii) is current in its payments for that specific item of Distribution Automation Devices Software.
 - F. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - G. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.



- H. "Field Devices" means the meters and SmartPoint Modules, and Distribution Automation Devices.
- I. "FlexNet Base Station" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- J. "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- K. "Hosted Software" means those items listed as an Application in Exhibit A.
- L. "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- M. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- N. "LCM" identifies the load control modules.
- O. "Ongoing Fee" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- P. "Patches" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- Q. "Permitted Use" means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- R. "Release" means both Updates and Upgrades.
- S. "Remote Transceiver" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. "RF Field Equipment" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- U. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- V. "RNI Software" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- W. "RTMs" identifies the remote telemetry modules.
- X. "RTUs" identifies remote telemetry unit.
- Y. "Service Territory" identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC .
- Z. "Server Hardware" means the RNI hardware.
- AA. "SmartPoint™ Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- BB. "Software" means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- CC. "TouchCoupler Unit" identifies an inductive coupler connection from a water register to the SmartPoint Module.
- DD. "Updates" means releases of the Software that constitute a minor improvement in functionality.
- EE. "Upgrades" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- FF. "WAN Backhaul" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.



Exhibit A Software

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package
- Automation Control

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Usage License.** Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of; (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. **Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **"Software as a Service" means only the following services:**

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any

- required third-party vendor to resolve the issue.
- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
- a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
 - b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - c. Conduct period penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform Anti-Virus and Malware patch management on all systems.
 - f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
 - h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
 - i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
- a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. Customer Responsibilities:
- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
 - ii. Participate in all required configuration and change management procedures.
 - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
 - iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
 - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
 - vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
 - vii. Responsible for local area network configuration, management, and support.
 - viii. Identify and research problems with meter reads and meter read performance.
 - ix. Create and manage user accounts.
 - x. Customize application configurations.
 - xi. Support application users.
 - xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
 - xiii. Respond to alarms and notifications.
 - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. "Software as a Service" does not include any of the following services:
- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- i. Calculations

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month")

minus the Scheduled Downtime in the Month.

- b. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions.** **"Exceptions"** mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) (**"Emergency Work"**). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the **"Managed Systems"**). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software (**"Customer's Systems"**) is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (**"Authorized Users"**). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. **Device Access**
 - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with high threshold exceptions with drill down to the list of meters.
 - h. # of unknown radios with drill down to the list of meters.
 - iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI.
 - n. Users need to enter which billing request file prior to running the report.
 - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Dashboard
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alarm Console
 - a. Follow real time monitors of the alarms coming from Customer's meters.
 - b. Provides a single view for all alarms across the entire network.
 - c. Allows the user to view trending of each alarm over time.
 - iii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- D. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
 - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.



- ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
 - iii. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet AML System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- F. **Customer Acknowledgements.**
- i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. Third Party Software.

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B

Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into the Support Knowledge Base. - Fix incorporated into future release.
4	2 Business Days	12 months	- Answer to question is provided. - Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
- 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnexus.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Surplus Equipment

COUNCIL ACTION (ID # 4029)

DOC ID: 4029

**THE COOPERATIVE PURCHASING NETWORK (TCPN)
ONLINE AUCTION CONTRACT
SELLER CONDUCTS ASSET TRACKING**

This Online Auction Contract (the "Contract") is made and entered into this 22nd day of January 2018 and will conclude on the 23rd day of January 2019, between the City of Liberty, Texas (the "Seller") and Lemons Auctioneers, LLP and Online Pros, (the "Auctioneer").

WITNESSETH:

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction locations.

AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.
2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.
3. Seller shall pay Auctioneer a Texas Cooperative Purchasing Network (TCPN) discount auction sales fee equal to nine percent (9%) of the gross proceeds of the sale of all merchandise. Auctioneer will charge the buyer a buyer's premium equal to thirteen percent (13%) of the gross purchase price of each item purchased by such buyer.
4. Auctioneer agrees to promote the sale of the merchandise by mass e-mail, web analytics, auction zip, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by Auctioneer in its sole discretion. All newspaper advertising shall be discussed between Seller and Auctioneer before any such placement at Sellers expense. Auctioneer will place an ad in the local newspaper not to exceed \$300.00 at Sellers discretion at least 10 days prior to the online auction closing. Auctioneer shall also place Seller's listing on Auctioneer's Website at www.lemonsauctioneers.com or www.onlinepros.com.
5. Seller shall be responsible for placing all merchandise in the assigned auction areas. Seller shall supply experienced staff to conduct asset tracking and take digital photographs of all merchandise prior to the date of the online auction, conduct online auction services, and

supervise with all auction removal.

6. Auctioneer may, at its discretion, display photos or descriptions of the merchandise on a third-party website to market and sell the merchandise. Auctioneer will watermark all photos placed on the internet for marketing purposes to defer fraudulent misuse of photographs.
7. Seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after said auction.
8. Seller shall provide Auctioneer with any and all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.
9. Sellers name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.
10. Auctioneer may display Sellers logo on Auctioneers website, third party websites, and any marketing material to promote the sale merchandise.
11. Auctioneer shall approve all online bidders, manage the online auction for ten (10) consecutive days, receive, manage and disburse all payments, and coordinate with Seller regarding all pickups and checkouts.
12. Proceeds shall be payable by cash, credit or debit card, Cashier's Check, Money Order, or wire transfer. Auctioneer shall also offer the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas. Seller shall not be charged a fee for sales that are paid through Auctioneer's Nexlix Transax Credit Card Gateway. Auctioneer will not be responsible for buyer's who default on payment, however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. In the event that monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of relisting said merchandise or Seller may remove and dispose of merchandise as Seller sees fit. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.
13. Seller understands that if the scheduled auction is canceled by Seller, the uncollected advertising shall be reimbursed to Auctioneer, upon presentation to Seller of Auctioneer's valid invoices.
14. Auctioneer shall not be responsible for removal of any auction items. Auctioneer will assist with the communication between Buyers and Seller during the removal process. Auctioneer will not be responsible for any verbal or written agreement between the Buyer and Seller during the online auction process.
15. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Auctioneer is licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said

Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (800) 803-9202.

16. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) banking days, contingent to Auctioneer receiving final online payment and finalization of the removal process. Auctioneer's auction sales fee and approved newspaper advertising fees shall be deducted from the gross proceeds of the auction.

17. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneer shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneer's sales tax number is available upon request.

18. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

19. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation at Seller's discretion. Auctioneer shall charge the purchaser of each vehicle a \$20.00 title preparation fee for each unit purchased. Auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

20. Auctioneer shall issue any and all Bills of Sale upon request.

21. Merchandise removal shall be on appointed days, dates, and times as stated on the online auction timeline. If merchandise is not removed by the designated date, the ownership of the merchandise will revert back to the Seller and the Seller may dispose of or resale the item/lots at their discretion. The default buyer's account will be suspended, and no refund will be available per Seller's instruction. Auctioneer will not be responsible for the lot/items not removed during the stated deadline. Seller may charge a \$10.00 per day per lot/item late removal fee if noted on the Seller's online auction in Special Instructions.

22. This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

23. All notice required or permitted to be given to Seller or Auctioneer pursuant to this Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each party's signature or by email. Any party may change its address for notice in the manner provided above.

24. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is

true and correct.

25. The Seller has read and understands the terms and conditions of this agreement. Both parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed. It is understood by Seller that, upon execution of this Contract, Auctioneer shall commence to perform all services set out herein.

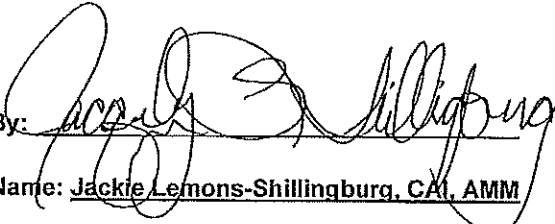
THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING
SELLER:

CITY OF LIBERTY

By: _____	By: _____
Name: <u>Gary Broz</u>	Name: _____
Title: <u>City Manager</u>	Title: _____
Address: <u>1829 Sam Houston</u>	Address: _____
<u>Liberty, Texas 77575</u>	_____
Date: _____	Date: _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING
AUCTIONEER:

LEMONS AUCTIONEER, LLP. AND ONLINE PROS

By: _____	By: 
Name: _____	Name: <u>Jackie Lemons-Shillingburg, CAI, AMM</u>
Title: _____	Title: <u>Co-Owner/Operations Manager #12437</u>
Address: _____	Address: <u>18810 Juergen Road</u>
_____	<u>Tomball, Texas 77377</u>
Date: _____	Date: <u>1-22-2018</u>



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 02/13/18 06:00 PM

Department: Administration
Category: Board Appointments & Information

INFORMATION ITEM (ID # 4030)

DOC ID: 4030

CITY OF LIBERTY POLICY ON BOARD AND COMMISSION MEMBER APPOINTMENT AND ELIGIBILITY

I. OVERVIEW

The Liberty City Council is very interested in citizens serving as members of City boards and commissions. Citizens can provide an invaluable service to the City of Liberty through board membership and participation. Board and commission members volunteer many hours sharing their time and expertise, and learning more about the City through their membership. Boards and commissions are established to offer citizens an opportunity to participate in the City's governmental affairs and influence public policy in various areas. The City has several boards, commissions and committees that endeavor to reflect the varied interests of our City's citizenry.

Although many boards and commissions are advisory only, their influence and value can be significant. They make recommendations on a wide range of topics that eventually come before the City Council.

II. APPOINTMENT PROCESS

City Council members shall actively recruit candidates for service on City boards and commissions. The City Council shall endeavor to appoint Board and Commission membership reflective of the City of Liberty's diversity of residents.

The mayor shall designate a committee comprised of two (2) City Council members that will review applications and present the most qualified to the City Council. The City Council shall make appointments through an open procedure wherein each City Council Member's preferences are openly registered prior to the Mayor's acceptance of any motion for approval of an appointee(s). Council discussion regarding applicants during this process is limited to information contained on the applicant's application.

III. ELIGIBILITY AND MEMBERSHIP CRITERIA

(a) Written Application / Eligible Applicant. A signed, current application is required for appointment for service on any board or commission. The City Council shall consider any person an "Eligible Applicant" who has satisfied the foregoing and the residency requirement of (b) below prior to accepting an appointed position on a board or commission. Applications are valid for two (2) years from receipt by the City Secretary's Office.

(b) Residency. All applicants and appointees must continuously reside within and be qualified voters of the City of Liberty, Texas. All applicants shall be responsible for establishing proof of residency to the City Secretary.

Board and commission members shall notify the City Secretary of any change in residency status at least two (2) weeks prior to such change. For board and commission positions which may be filled by non-residents, such applicants shall be qualified voters, registered to vote in the County precinct in which they reside.

(c) Term. The term of each appointee shall be the term as provided for by each board or commission.

(d) Term Limits. The limit for consecutive service on a board or commission is ???

(e) Attendance. A board or commission member shall attend seventy-five percent (75%) of the board meetings, unless stated otherwise, to be considered for continuation of any current term and for reappointment to any subsequent term. Failure to attend 75% of the meetings shall result in the board member not being reappointed by the City Council unless the City Council finds good cause for such reappointment based on special circumstances presented by the board member.

(f) Multiple Service. Board and commission members shall not serve concurrently on more than one board or commission.

(g) Removal. The City Council may remove any board or commission member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings.

(h) Resignation Upon Filing for Elective Office. Any appointed member of any board or commission who files for any City Council, Independent School Board (located within the city limits) or Liberty County elective office, shall resign from his or her appointive position concurrently with the filing for such elective office. If the board or commission member fails to resign, the appointive position shall be automatically vacated by the member as of the date of filing for elective office.

IV. CONFLICTS

Board and Commission members will submit a conflict of interest affidavit and abstain from any discussion or vote on any matter that comes before them in which they have a conflict of interest.

V. OFFICIAL NOTIFICATION

(a) A letter of appointment shall be sent to each member appointed to a board or commission.

(b) A letter of gratitude shall be sent to each retiring member.

CITY OF LIBERTY
APPLICATION FOR APPOINTMENT
CITY BOARDS – COMMISSIONS – COMMITTEES

The Liberty City Council is very interested in citizens serving as members of City boards and commissions. Although many boards and commissions are advisory only, their influence and value can be significant.

All appointments are made by the Liberty City Council, unless otherwise stated. An applicant must reapply if they would like to be considered for reappointment at the end of a term or for a different board/commission/committee. An individual may not serve concurrently on more than one board/commission/committee. Applications are valid for two years.

Date: _____

Name: _____

Phone: _____
 (Home or Work)

Address: _____

Phone: _____
 (Cell)

City/State/Zip: _____

Email: _____

Have you served on a City-appointed board/commission/committee before? If yes, and for how long? _____

Occupation: _____

Community and/or Professional Activities: _____

Applications for the following will be kept on file for two years in the City Secretary's Office. Please mark those boards/commissions on which you are interested in serving.

Airport Advisory Board	_____
Charter Review Commission	_____
Community Development Advisory Board	_____
Liberty Community Development Corporation	_____
Planning and Zoning Commission	_____

I understand that I may be required to attend training on the Open Meetings Act and Public Information Act. I agree to adhere to attendance requirements and to contract the City Secretary's Office in the event there is a change in my contact information.

The information provided on this application will be available to the public upon request. My signature indicates that I have read, understand, and agree to all conditions in the City of Liberty Policy on Board and Commission Member Appointment and Eligibility.

Signature of Applicant

Date

Please return the application to:

City Secretary
City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Date Received: _____

By: _____

Appointment To: _____

Appt. Date: _____



BOARD MEMBER ELECTION ON DISCLOSURE

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name