



The City of Liberty
City Council
Regular Meeting
~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, May 14, 2019

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 ProTem Diane Huddleston	☐	☐	☐	
Council Member Dennis Beasley	☐	☐	☐	
Council Member Libby Simonson	☐	☐	☐	
Council Member David Arnold	☐	☐	☐	
Council Member Chipper Smith	☐	☐	☐	
Council Member Neal Thornton	☐	☐	☐	

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 # 4417)

City Manager's Report - City Projects & Activities - T. Warner

- City Manager's Report(DOCX)

B. Information Item (ID # 4418)

Finance Report - Finance Dir. N. Herrington

C. Information Item (ID # 4419)

Department Reports - Monthly Dept. Activities

- Department Reports (PDF)

D. Information Item (ID # 4420)

Sam Rayburn Municipal Power Agency -Agency Activities - Mayor Pickett

E. Information Item (ID # 4421)

Recycling Report - Council Member Huddleston

F. Information Item (ID # 4422)

Mayor, Council and 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, April 09, 2019
2. Tuesday, April 23, 2019

VII. REGULAR AGENDA

A. Regular Session

1. Ordinance 2019-12

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 4, 2019; FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS TO THE LIBERTY CITY COUNCIL; 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.

2. Information Item (ID # 4425)

Oath of Office to be administered to newly elected Council Members from the May 4, 2019 General Election - Mayor Pickett

3. Ordinance 2019-13

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 4, 2019; FOR THE PURPOSE OF FILLING A VACANCY FOR THE ONE YEAR REMAINDER OF AN UNEXPIRED TERM ON THE LIBERTY CITY COUNCIL; 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.

4. Information Item (ID # 4428)

Oath of Office to be administered to the newly elected Council Member from the May 4, 2019 Special Election - Mayor Pickett

5. Council Action 2019-30

Council to elect a Mayor Pro Tem.

6. Ordinance 2019-14

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AUTHORIZING AND ANNEXING PROPERTY INTO ITS EXTRATERRITORIAL JURISDICTION (ETJ); DESIGNATING LAND LOCATED IN THE ETJ AS AN INDUSTRIAL DISTRICT PURSUANT TO SECTION 42.044 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAYOR TO SIGN AN INDUSTRIAL DEVELOPMENT AGREEMENT WITH MOSS BLUFF HUB, LLC. FOR PROPERTIES IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID NUMBERS 19340,19344, 19349, 19441, 19442, 19443, 109686, 109682, 113289, 115545, AND 201314; 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.

- MOSS BLUFF IDA - AGREEMENT (DOCX)
- MOSS BLUFF AGREEMENT AREA-METES AND BOUNDS (PDF)
- METES AND BOUNDS OF 1000' AREA EXHIBIT E (PDF)
- Map-1000' Area Exhibit (PDF)
- Map-Moss Bluff Agreement Area (PDF)

7. Resolution 2019-6

Consider a Resolution of the City of Liberty, Texas making a nomination to fill a vacancy on the Liberty County Central Appraisal District Board of Directors.

- CAD Information (PDF)

8. Council Action 2019-31

Consider authorizing the City Manager to execute an emergency contract to repair the sanitary sewer line on Bowie Street from Grand Street to the south side of Hwy. 90.

- Bowie St -#1 (JPG)
- Bowie St - #2(JPG)

B. Executive Session

Gov. Code §551.071 - Personnel Matters. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Gov. Code §551.087 - Deliberation Regarding Economic Development Negotiation.

- Discussion of extending a 380 Agreement to a business prospect.
- Discussion regarding economic development opportunities located in, or near, the City of Liberty.

C. Reconvene into Regular Session

1. Council Action 2019-32

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

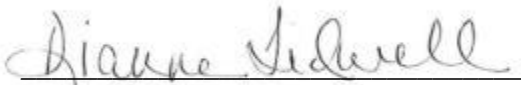
2. Council Action 2019-33

Consider and take action, if any, on economic development opportunities located in, or near, the City of Liberty as discussed in the Executive Session.

VIII. ADJOURNMENT

A. Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 10th day of May, 2019 at 1:00 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 _____, 2019.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4417)

DOC ID: 4417

Subject: City Manager Report

Background: This agenda item affords the City Manager the opportunity to update the Council and public on current and future City projects, activities and other items related to City business.

Memo

To: Mayor & City Council

From: Tom Warner, City Manager

Date: May 14, 2019

Re: City Manager Report

-
1. The May 11, 2019, “Shred It” event has been rescheduled for June 1st due to the weather forecast of 90% rain chances on Saturday morning.
 2. The 2019-2020 Budget process has begun. Departments Heads have been requested to submit preliminary revenue estimates by May 20th. Goals, objectives, expenditures and 5-year plan revisions are due by May 24th. The Budget Workshops are tentatively scheduled for July 10th through 12th with City Council.
 3. An offer has been made and accepted to fill the vacant Public Works Director position. The applicant, Mr. Damon Jones, first day with the City will be May 13, 2019. Mr. Jones has over 26 years of experience during his tenure with TxDOT and the City of Beaumont.
 4. The Engineer performing the Utility Rate Study has submitted the final report. The recommendations provided for in the report will be discussed with City Council in further detail during the budget process.
 5. Many of you have probably aware of the new cell tower located on Travis Street between Cos and Webster. During the May 28^h City Council Meeting there will be a work session to discuss the City’s development standards, not only regarding cell towers, but other developments throughout the City.
 6. The first Charter Review Committee Meeting is scheduled for June 5, 2019. If there are any items that you wish the Committee to review, please provide to Dianne or myself prior to May 30, 2019.
 7. The contracted work on Main A is substantially complete. The contractor is currently replacing the barrier on top of the levee. Although not associated with the levee work, one of the electric pumps motors is out of service. The motor has been pulled and shipped off to be repaired. The other electric pump and the two diesel pumps are up and operational.
 8. The wastewater project is also progressing but has also been slowed due to the weather. The contractor is continuing to micro-tunnel the sewer line on Hwy 90, install the remaining manholes and refurbish the McGuire lift station. The installation of the sewer lines behind the middle and high schools has been completed. Work has commenced on the sanitary and

Attachment: City Manager's Report (4417 : City Manager's Report)

storm sewer line repairs on Texas Avenue and the Bypass and Beaumont Avenue Lift Stations. The contractor's bypass pumping has failed on several occasions in the last month. Currently the pumps were taken off automatic operation and are running 24/7.

9. The property for the water well, tower pump station and ground storage tank has been acquired. The environmental assessment has been completed and the proposed layout for the site is currently being reviewed by the United States Corp of Engineers to ensure that the adjacent wetlands are not impacted. The engineer for the project is continuing the design for the various elements.

10. The following is a status of the current Electric Projects:

<u>Project</u>	<u>Complete</u>
a. Pine Place Subdivision	55%
b. Featherstone Subdivision	55%
c. Whittington Subdivision	79%
d. Live Front Transformer	0%
e. Beaumont #3 Lateral	63%
f. UG Primary	4%
g. OH Transformer Platform	25%
h. Regency Place	42%
i. Travis Park	68%
j. UG Street Lighting	17%
k. Beaumont #2 Laterals	6%
l. Beaumont #4 Laterals	0%
m. Beaumont #5 Laterals	0%
n. Liberty #1 Laterals	0%
o. Liberty #3 Laterals	0%
p. Street Light Conversion	7%

11. The Thursday night storms resulted in power outages, isolated street flooding and downed trees. Although power was restored to most of the City by approximately 2:30 a.m. on Friday morning, several isolated outages were reported after 8:00 a.m. on Friday. Street flooding subsided after the heavy rainfall stopped. Also, two Street Department employees were stationed at Main A all night to monitor the operation of the pumps. The Fire and Street Departments responded and cleared trees that had fallen across four streets.



The City of Liberty

City Council
1829 Sam Houston
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5.B

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4418)

DOC ID: 4418

Subject: Finance Report

Background: This agenda item affords the Finance Director an opportunity to report on the financial activities and position of the City, to include revenues, liabilities, assets, and other financial information.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4419)

DOC ID: 4419

Subject: Department Reports

Background: Attached are reports compiled by various City departments regarding facts about projects, situations and activities of the individual department. These reports are submitted on a monthly basis.

All Departments Weekly Activity Report

Month Of: April 1 to April 30, 2019

Department: Fire Department

Report Prepared By:

Misty Dulaney

FULL: (All Authorized Filled)

YES

NO

If No, Why Not?

Sick

Vacancy

Vacation

Explain:

Accomplishments For Last Week:

- 1.)

- 2.)

- 3.)

- 4.)

- 5.)

- 6.)

Goals For Upcoming Week:

- 1.)

- 2.)

- 3.)

- 4.)

- 5.)

- 6.)

Repairs Completed:

Potholes:

Water:

Sewer:

Number Of Runs: (Fire Only)

In Town

57

Mutual Aid

7

Number Of Runs: (EMS Only)

911 Calls

134

Mutual Aid

15

Transfers-Out of Town

65

Transfers-In Town

12

Dialysis

21

Other Information:

Total of payments that have been received at the Fire Department for EMS is: \$63,998.46

6

EMS Payments received at Fire Department: Year to Date (fiscal): \$355,949.01

Year to Date (calendar): \$720,032.93

Attachment: Department Reports (4419 : Department Reports)

Liberty Municipal Library April 2019 Report

We received our **monthly bill for natural gas** from CenterPoint and it was half of what it has been for the last several years. We credit this drop to the work done by **Climatec**, who installed new HVAC controls for the entire Cultural Center. Previously, fresh air dampers were pulling in humid air 24/7 and this created a huge challenge for our humidity controls. The dampers are now activated by carbon dioxide levels rising above a setpoint. The library staff can adjust temperature settings and check on the status of the system via Climatec software. This new system will save the City of Liberty thousands in utility costs for the Cultural Center.

The annual **Easter egg hunt** for our **Story Time children** was held on April 17. The event is usually held on the south lawn but threatening weather moved the hunt indoors. That didn't dampen the children's fun at all, and they enjoyed hunting several hundred candy-filled eggs in the children's area and entrance to the library. Six gold and silver eggs were found, each winning the children a special basket with a toy and candy.

Children's Librarian Katie Edgell was very busy giving four library tours during the month. Three classes of LISD first graders and GiGi VanDeventer's Great Beginnings School all enjoyed a tour and story. Our **Technical Services Librarian, Gail Williamson**, was dressed up as **Dr. Booker** for the tours. She wore a doctor's white coat and had a stethoscope draped around her neck. The children observed Gail in action, doing the constant job of repairing books. A display of very damaged books showed the children what can happen when they are not careful with library books, and we hope this made an impression on them. As usual, the book drop was the most interesting attraction of the tour.

Summer Reading Program Update:

Young Adult Librarian Becca Daniel has been very busy planning the Young Adult Summer Reading Program. One of the more interesting programs will be an **escape room**, where teens will have to use their wits to figure out clues for getting out of a specially designed. **Becca** has also taken a headless 6-foot-tall former Santa Claus and has made an astronaut out of it. **Katie** has designed a very attractive poster advertising the children's summer reading program. This year's theme is **A Universe of Stories**, and the staff have really enjoyed planning for the 6 week-long program.

Other library news:

- **Katie and Bilingual Librarian Maggie Varela** continue to work together to provide **Story Time** in both English and Spanish. The program is growing. **Maggie** took on the challenge of moving juvenile books to make them more easily accessible to children.
- **Library Director Dana Abshier and Administrative Assistant Amber Ursprung** attended the Chamber of Commerce Administrative Professionals Luncheon on April 24. The very nice luncheon was well-attended this year and we appreciate being able to attend.
- **Dana** has been working on the library's **Long-Range Plan**.
- **Library Assistant Peggy Carr** has been busy keeping up with library cards and making sure patrons' information is correct. **Peggy** also handles book donations from the public, and with a recent uptick in donations she's been extra busy.
- The **Library Board** met on April 25 but because there wasn't a quorum, business could not be conducted.
- A date was set for the **Paws 4 Love program** to return to the library. The dogs and their people will meet with summer readers on June 13. The children love reading to the dogs, and the dogs don't seem to mind at all.
- The library has a **new cash register**. The original register finally quit printing receipts, but since it is well over 25 years old the library certainly got a lot of use out of it.
- The library has ordered **Cybersitter filtering software** for the public computers. This is a requirement of the Federal government **E-Rate program grant** that provides fast internet connectivity for the library. **Amber** has been kept busy meeting all the deadlines in applying for the funding.
- **Mike Kaiser** is our point man for dealing with building maintenance issues and has been trying to locate a glass company that will at repair or replace our skylights. **Mike** also keeps a close eye on the Climatec software and keeps our HVAC system running smoothly.

Liberty Municipal Library Volunteer Report for the Month of April 2019																																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Name of volunteer																																
Arceneaux, Val																																0
Cash, Terry										1															2.5							3.5
Davis, Beverly																																0
Harbour, Cathy																																0
Pickett, Sandy																																0
Rogers, Ann		3	3						3	3						3	3															18
Speights, Bob																																0
Sundgren, Gary																																0
Sundgren, Stacy																																0
Stratton, Gloria																																0
Whittington, Nell																																0
																																0
Total for month																																21.5

Liberty Municipal Library April 2019 Monthly Report

	This Month	Last Year	FY to Date
Circulation:			
Adult Print Materials Circulation	1,045	1,055	7,822
Juvenile Print Materials Circulation	1,557	1,395	10,451
Periodicals	44	5	176
Young Adult Print Materials Circulation	169	82	1,120
Adult & YA E-book Circulation	247	188	1,806
Adult & YA Audiobook/Video Circulation	88	60	588
Juvenile E-book Circulation	11	16	133
Juvenile Audiobook Circulation	13	12	66
Spanish Materials Circulation	55	6	258
Projectors	0	1	6
Read-alongs	0	25	20
DVDs	478	532	3,738
Audiobooks & Music CDs	37	40	368
Video Tapes in English	31	54	607
Video Tapes & DVDs in Spanish	0	0	30
ILLs Received from Other Libraries	0	1	16
ILLs Provided to Other Libraries	6	2	40
Total Adult & YA Circulation All Formats	2,194	2,025	16,625
Total Juvenile Circulation All Formats	1,581	1,448	10,670
Total Circulation All Formats	3,775	3,473	27,295
	This Month	Last Year	FY to Date

Reference Services:			
In-house Reference	168	118	1,053
Telephone Reference	136	145	900
Public Computer Assistance	132	137	850
Collection Statistics:			
Volumes Added to Collection	232	218	1,345
Volumes Removed from Collection	65	213	4,641
Total Volumes in Collection	51,441	52,806	51,441
Titles Added to Collection	147	133	874
Titles Removed from Collection	64	94	1,334
Total Titles in Collection	61,205	59,948	61,205
Cataloging:			
Books Cataloged	142	128	731
DVDs Cataloged	2	3	60
Audiobooks & Music CDs Cataloged	3	1	6
Periodicals Cataloged	80	83	496
Building Use/Programs/Public Relations:			
Meeting Room/Pavilion Use	20	17	89
Story Time Programs	3	4	27
Story Time Attendance	71	108	358
Misc. Children's Programs/Tours	5	5	8
Misc. Children's Programs/Tours Attendance	190	211	460
	This Month	Last Year	FY to Date
Young Adult Programs	1	0	3

Young Adult Attendance	5	0	17
Adult Programs	10	7	39
Adult Programs Attendance	64	54	315
Speaking Engagements	0	1	5
Total Programs	19	16	82
Total Attendance All Programs	330	373	1,150
Patron Count/Volunteers:			
New In-City Patrons	10	32	95
In-City Cards Renewed	15	30	123
In-City Cards Deleted	0	2	4
Total In-City Patrons	7,592	7,351	7,592
New Out-of-City Patrons	10	48	232
Out-of-City Cards Renewed	15	32	287
Out-of-City Cards Deleted	0	2	6
Total Out-of-City Patrons	6,797	6,187	6,797
New E-Book Users	8	6	36
Tex Share Cards Issued	0	0	0
Total Volunteers	2	2	33
Total Volunteer Hours	21.50	14.00	188.50
Traffic Count	2,819	3,654	19,700
Public Use Technology:			
Wireless Users	30	55	311

New Computer Users	48	80	340
Deleted Computer Users	0	0	0
Public Computers Users This Month	450	578	2,718
Hours of Patron Computer Use	351	441	2,538
Website Sessions: Ploud, Online Catalog	2,979	220	18,754
Website Users	512	NA	2,228
Social Media Sessions: Facebook, Instagram	122	221	630
Social Media Users	91	NA	573

CITY OF LIBERTY INSPECTION PERMITTING MONTHLY REPORT

<u>REVENUE</u>	<u>MONTH</u>	<u>2019 YEAR TO</u> <u>DATE</u>	<u>MONTH OF</u> <u>2018</u>	<u>2018 YEAR TO</u> <u>DATE</u>
1 <u>PERMIT REVENUE</u>	<u>\$2,000.00</u>	<u>\$12,203.00</u>	<u>\$2,262.75</u>	<u>\$7,991.00</u>
2 <u>TAP FEES</u>	<u>\$2,510.00</u>	<u>\$3,400.00</u>	<u>\$900.00</u>	<u>\$5,225.00</u>
3 <u>ALL LICENSE FEES</u>	<u>\$590.00</u>	<u>\$1,800.00</u>	<u>\$30.00</u>	<u>\$5,935.00</u>
4 <u>OCCUPATIONAL LICENSE</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
5 <u>SOLICITOR'S PRTMITS</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
6 <u>OUTDOOR SALES</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

TOTAL \$5,100.00 \$17,403.00 \$3,192.75 \$19,151.00

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ACTIVITIES

1 <u>PERMITS ISSUED</u>	<u>20</u>	<u>371</u>	<u>34</u>	<u>129</u>
2 <u>PLAN REVIEWS</u>	<u>2</u>	<u>12</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
3 <u>INSPECTIONS</u>	<u>26</u>	<u>116</u>	<u>56</u>	<u>285</u>
4 <u>C OF O'S ISSUED</u>	<u>1</u>	<u>18</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
5 <u>ADDRESSES ISSUED</u>	<u>3</u>	<u>13</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
6 <u>DANGEROUS BUILDINGS</u>	<u>1</u>	<u>6</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
7 <u>DEBRIS VIOLATIONS</u>	<u>0</u>	<u>1</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
8 <u>JUNK VEHICLE VIOLATIONS</u>	<u>0</u>	<u>14</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
9 <u>VEGETATION VIOLATIONS</u>	<u>3</u>	<u>4</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
10 <u>UNSAFE/UNSANITARY</u>	<u>0</u>	<u>2</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
11 <u>RV VIOLATIONS</u>	<u>0</u>	<u>7</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
12 <u>BANDIT SIGNS</u>	<u>88</u>	<u>344</u>	<u>NOT TRACKED</u>	<u>NOT TRACKED</u>
13				

TOTAL 144 908 90 414

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SPECIAL PROJECTS

- 1 NEW EMPLOYEE- INCODE TRAINING, PERMITTING AND CONTRACTORS REG., CODE ENFORCEMENT VIOLATIONS AND PAPERWORK, BUILDING ELECTRICAL AND PLUMBING INSPECTIONS AND BETTER THE FILING SYSTEMS FOR ALL REQUIRED PAPERWORK
- 2 CREATE MANUAL FILING SYSTEM FOR BACK FLOW INSTALLATION AND TESTING PAPERWORK AND ADD A ELECTRONIC BACK UP-(TCEQ REQUIREMENT) **50% COMPLETE**
- 3 CREATE MANUAL FILING SYSTEM FOR PUMPED GREASE MANIFEST AND ADD ELECTRONIC BACK UP(TCEQ REQUIREMENT) **50% COMPLETE**

CITY OF LIBERTY CODE ENFORCEMENT CASE NUMBERS 2019

CASE NUMBER	DATE	LOCATION	VIOLATION	ABATEMENT		
				OWNER	CITY	DATE
XXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX			
19-001	1/1/19	1516 SAM HOUSTON	DANGEROUS BUILDING-			
19-002	1/1/19	228 CARTER	DANGEROUS BUILDING			
19-003	1/1/19	604 CONFEDERATE	DANGEROUS BUILDING			
19-004	1/1/19	333 HWY 90 WEST	RV VIOLATION-Sec. 3.08.116			
19-005	1/1/19	100 BLOCK OLD RIVER ROAD	RV VIOLATION-Sec. 3.08.116	X		2/4/19
19-006	1/4/19	TEXAS AND CORNELL	JUNK RV VIOLATION IN ROW	X		1/8/19
19-007	1/4/19	2755 CORNELL	VEGETATION- Sec. 6.03.001b.	X		3/25/19
19-008	1/4/19	1834 N. SAN JACINTO	NO ELECTRIC OR WATER-IPMC Sec			
19-009	1/14/19	517 BOWIE	VEGETATION- Sec. 6.03.001b			
19-010	1/22/19	64 NAVIGATION	RUBBISH AND DEBRIS SEC 6.03.001			
19-011	1/22/19	2720 COS	DEMO DEBRIS	X		3/25/19
19-012		2720 COS	JUNK VEHICLE IN ROW	X		1/25/19
19-013	1/23/19	3018 NEYMAN	JUNK VEHICLE IN ROW	X		1/29/19
19-014	1/31/19	109 GLENN (PID 16879)	DANGEROUS BUILDING			
19-015	1/31/19	109 GLENN (PID 16879)	RV VIOLATION-Sec. 3.08.116			
19-016	1/31/19	109 GLENN (PID 16879)	RUBBISH AND DEBRIS SEC 6.03.001			
19-017	1/31/19	109 GLENN (PID 16879)	NO ELECTRIC OR WATER-IPMC Sec			
19-018	1/31/19	109 GLENN (PID 16879)	JUNK VEHICLE IN ROW	X		2/4/19
19-019	1/31/19	113 GLENN	NO ELECTRIC OR WATER-IPMC Sec			
19-020	1/31/19	113 GLENN	RV VIOLATION-Sec. 3.08.116			
19-021	2/4/19	159 VALLEY	JUNK VEHICLE	X		2/6/19
19-022	2/14/19	LUCKY	RV VIOLATION-Sec. 3.08.116			
19-023	2/14/19	LUCKY	RV VIOLATION-Sec. 3.08.116			
19-024	2/14/19	LUCKY	RV VIOLATION-Sec. 3.08.116			
19-025	2/14/19	LUCKY	RV VIOLATION-Sec. 3.08.116			
19-026	2/22/19	917 SAM HOUSTON	JUNK VEHICLE IN ROW	X		2/26/19
19-027	2/22/19	1000 JARRETT	JUNK VEHICLE IN ROW		X	2/26/19
19-028	2/26/19	TENNESSE & FRANKLIN	JUNK VEHICLE IN ROW	X		2/28/19
19-029	2/26/19	WASHINGTON & CARTER	JUNK VEHICLE IN ROW		X	2/28/19
19-030	2/26/19	2713 CORNELL	JUNK VEHICLE 1			
19-031	2/26/19	2713 CORNELL	JUNK VEHICLE 2			
19-032	2/27/19	901 DR. MLK	RUBBISH AND DEBRIS SEC 6.03.001			
19-033	2/27/19	901 DR. MLK	VEGETATION-Sec 6.03.001b			
19-034	3/4/19	2228 CENTINNIAL	JUNK VEHICLE IN ROW	X		3/25/19
19-035	3/6/19	2908 NORTH MAIN	SUBSTANDARD BUILDING			
19-036	3/7/19	1800 BLOCK MAGNOLIA	JUNK VEHICLE IN ROW	X		3/29/19
19-037	3/15/19	607 TEXAS	JUNK VEHICLE IN ROW	X		4/15/19

Attachment: Department Reports (4419 : Department Reports)

**CITY OF LIBERTY
CODE ENFORCEMENT
CASE NUMBERS
2019**

[illegible]

**City of Liberty
Public Works
Parks Department
Monthly Report April, 2019**

Work Completed:

Fields:

Work Performed: Picked up trash and maintained as needed. Mowed six times and weedeated twice.

Restrooms:

Work Performed: Washed all restrooms twice a week and cleaned and swept as needed. Replaced toilet paper and other things as needed also.

Concession Stands:

Work Performed: Picked up trash and debris around concession stands as needed every day.

Splash Pad:

Work Performed: Mowed and weedeated as needed. Maintained chemicals every day, cleaned and made sure everything was in working order. Backwashed filters and cleaned holding tank, run the splash pad for a day to get ready for opening day which is May 4th.

Jogging Trail:

Work Performed: Picked up limbs and trash as needed also, weedeated around trees and rocks as needed. Mowed as needed

Playground Equipment:

Work Performed: Checked and made sure all playground equipment was in good working order. Pressure washed the white fence around playground.

Pocket Parks:

Work Performed: Picked up trash and other debris every day. Replaced basketball nets on all pocket parks.

Trees:

Work Performed: Cut down trees that had been twisted off or rotted throughout park. Picked up limbs as needed.

Flags:

Work Performed: Checked flags every day for damage.

Notes: Filled in holes throughout park.

Built fence for Easter egg hunt and put out barrels, took down fence and put barrels back after Easter egg hunt was over.

Had float valve replaced on the splash pad.

2017, 2018,2019 ACTIVITIES

YEARLY ACTIVITY REPORT FOR 2017													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVITY
CALLS FOR SERVICE	1606	1515	1729	1583	1651	1728	1873	1781	1625	1426	1446	1474	19437
OFFENSES REPORTED	83	75	75	62	91	93	72	35	86	77	84	48	881
OFFENSES CLEARED	24	22	22	17	28	19	11	10	6	18	10	6	193
OFFENSES EXCEPTIONALLY CLEARED	89	91	91	92	92	94	96	96	0	98	98	98	1035
TRAFFIC CITATIONS	149	176	138	179	187	135	192	205	158	128	61	39	1747
TRAFFIC ACCIDENTS	25	22	22	32	38	34	31	17	34	36	33	37	361
WARNING TICKETS	51	53	99	68	127	242	254	246	457	196	123	208	2124
ARRESTS	29	23	34	37	35	45	26	36	31	40	31	22	389
ANIMALS HANDLED	76	100	131	115	166	132	125	121	86	111	65	106	1334
ALARM CALLS	63	57	75	68	78	76	90	102	113	77	63	61	923
GARAGE/YARD SALES	0	0	1	0	2	0	0	1	0	0	1	0	2
YEARLY ACTIVITY REPORT FOR 2018													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVITY
CALLS FOR SERVICE	1608	1141	1560	1433	1290	1560	1679	1657	1508	1553	1521	1627	18137
OFFENSES REPORTED	74	53	62	52	50	60	72	63	68	52	69	66	741
OFFENSES CLEARED	35	9	6	9	8	11	10	11	15	11	21	15	161
OFFENSES EXCEPTIONALLY CLEARED	100	103	0	0	103	0	0	0	1	1	3	3	314
TRAFFIC CITATIONS	50	191	104	76	61	63	66	68	65	59	62	51	916
TRAFFIC ACCIDENTS	25	23	26	34	33	35	27	26	23	45	26	38	361
WARNING TICKETS	224	176	194	259	237	196	136	133	117	105	86	131	1994
ARRESTS	29	20	34	12	12	23	19	28	34	16	31	45	303
ANIMALS HANDLED	66	64	79	94	191	131	54	91	85	93	79	67	1094
ALARM CALLS	63	44	52	62	61	99	58	64	57	67	86	80	793
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0	1	0	0	1
YEARLY ACTIVITY REPORT FOR 2019													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVITY
CALLS FOR SERVICE	1593	1421	1566	1825									6405
OFFENSES REPORTED	75	66	76	91									308
OFFENSES CLEARED	17	12	13	15									57
OFFENSES EXCEPTIONALLY CLEARED	2	2	2	1									7
TRAFFIC CITATIONS	61	57	71	77									266
TRAFFIC ACCIDENTS	30	27	36	41									134
WARNING TICKETS	146	125	120	110									501
ARRESTS	43	22	32	41									138
ANIMALS HANDLED	52	39	21	29									141
ALARM CALLS	54	69	16	91									230
GARAGE/YARD SALES	0	0	0	0									0

Prepared by Liberty Police Dept. 4/2019

Attachment: Department Reports (4419 : Department Reports)

City of Liberty
Public Works
Street Department
Monthly Report
April 2019

Streets:

Graded:		Miles
Swept:	35	Hours
Street cut repairs:	9	Each
Curb & Gutter Repair:		Feet

Drainage:

Ditch Cleaning:	50	Feet
Culvert Installation:		Feet
Catch Basin/inlets cleaned:	736	Each
Levee Inspection:	yes	
Flap gate Debris Removal:		

Spraying:

Herbicide:		Gallons
Mosquito:		Miles

Signs:

Installed		Each
Repaired/Replaced	1	Each

- Notes:
- Swept streets
- Patched around town
- Checked flood pumps every Monday and checked levee at first of the month
- Helped Water Dept. to cover water main in ditch on Main St with stabilized sand and bull rock
- Cut street on Hollywood, dug out and rebased
- Started mowing route
- Cleaned inlets
- Repaired street cuts
- Hauled scrap wire for Electric Dept.
- Cleaned up trees that fell after small storm that came through
- Changed oil in mosquito fogger and had it droplet tested
- Cleaned ditches
- Trimmed limbs around stop signs
- Cleaned up trees off streets after another small storm
- Repaired 3 concrete street cuts
- Picked up trash at boat ramp
- Repaired stop sign at Beaumont and the Bypass
- Had dead tree cut down beside the Police Dept. and hauled off

WATER/WASTEWATER DEPARTMENT
MONTHLY ACTIVITY

FOR THE MONTH OF April 2019

REPAIRS COMPLETED

7 Water Line Repairs
5 Sewer Line Repairs

WORK COMPLETED

2 Manhole Repairs
7 Sewer Stoppage
1 Meter Repair
1 Radio Replacement
2 Water Taps
1 Sewer Taps
5 Customer Problems
94 Marked Lines
92 Texas 811 Lines Locates
1 Meter Boxes Replaced
2 Meter Lids Replaced
3 Cleanouts Replaced/Installed
2 Pulled Meters
31 Customer Requested Turn On
16 Customer Requested Turn Off
12 Cut Off Service
204 Rechecks

LINE MAINTENANCE (VACCON TRUCK)

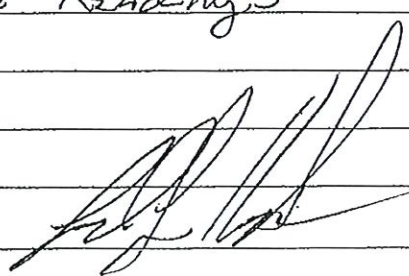
40 Hours
13,000 Feet of Sewer Line
2 Manholes Cleaned

LIFTSTATION MAINTENANCE

twice daily Liftstations Checked Each Day
Daily Water Wells Checked Each Day
40 Water Samples Taken
10 Samples for Monthly Monitoring

Chlorine Report

Misc: Replaced 9 wires, Replaced Radios cap 1, Program meters
16, and one customer call
AMES.R HARDWARE READING

REPORT PREPARED BY: 

Attachment: Department Reports (4419 : Department Reports)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4420)

DOC ID: 4420

Subject: SRMPA Report

Background: The Sam Rayburn Municipal Power Agency supplies the wholesale electrical energy needs of the member cities of Liberty, Jasper and Livingston. Mayor Pickett is the President of the Sam Rayburn Municipal Power Agency and desires to provide the Council and the public with updates on the Agency's projects and activities.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.E

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4421)

DOC ID: 4421

Subject: Recycling Report

Background: This agenda item affords Council Member Huddleston the opportunity to report on upcoming recycling events or to report on the success of a previously held event.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.F

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4422)

DOC ID: 4422

Subject: Mayor, Council and Staff Comments

Background: This agenda item relates to expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary recognitions of City officials, employees or other citizens; reminders about upcoming events organized or sponsored by the City or other entity, that is scheduled to be attended by City officials or employees, inquiry of staff regarding specific factual information or existing policies.



The City of Liberty
City Council
Regular Meeting
~ Minutes ~

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

Dianne Tidwell
 City Secretary
 (936) 336-3684

Tuesday, April 9, 2019

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 April 9, 2019 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:02 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilmember	Absent	
Libby Simonson	Councilmember	Present	
David Arnold	Councilmember	Present	
Chipper Smith	Councilmember	Present	
Tom Warner	City Manager	Present	
Brandon Davis	City Attorney	Present	

II. INVOCATION

The Invocation was given by Omar Cantu, North Main Baptist Church, Liberty, Texas.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Asst. City Manager, Chris Jarmon.

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.

Minutes Acceptance: Minutes of Apr 9, 2019 6:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 4399)

City Manager's Report - City Projects & Activities - City Mgr. T. Warner

COMMENTS - Current Meeting:

City Manager Tom Warner reported on the following:

- recent power outages
- 34th Annual Liberty Jubilee
- status of FEMA claims
- Municipal Court Judge will be out on medical leave and City of Dayton Judge Alan Conner will substitute as Judge, under the cities Interlocal Agreement
- Status of various water and wastewater projects
- Texas Elite working on electric maintenance projects.

ATTACHMENTS:

- City Manager's Report April 9 2019 (DOCX)
- Summary of FEMA Claims April 4 2019 (XLSX)

B. Information Item (ID # 4400)

Finance Report - Finance Director N. Herrington

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the balance sheet, as end of February, 2019. Property tax collections are at 100% of budgeted amounts, sales tax revenue is at 40% of the budgeted amount, and reviewed the various funds and status of each.

C. Information Item (ID # 4401)

Department Reports - Monthly Dept. Activities

COMMENTS - Current Meeting:

Brief discussion, and review, was held regarding the Monthly Inspection Dept. Report.

ATTACHMENTS:

- Dept Reports-March 2019 (PDF)

D. Information Item (ID # 4402)

SRMPA Report - Agency Activities - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett, President of the Sam Rayburn Municipal Power Agency (SRMPA), reported the next Agency Meeting will be held April 17, 2019.

E. Information Item (ID # 4403)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported on the upcoming Community Shred and eCycling event to be held in May, a specific date yet to be determined.

F. Information Item (ID # 4404)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

Police Chief Gary Martin reported on the following:

- Drug Take Back Program will take place at the Police Department, on April 27
- Planning National Night Out
- Public Awareness videos/ crime tips placed on PD Facebook page.

Councilperson Simonson offered compliments to Management and Staff for the success of the 34th Annual Liberty Jubilee.

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:	Libby Simonson, Councilmember
SECONDER:	Diane Huddleston, Mayor Pro Tem
AYES:	Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT:	Dennis Beasley

A. Minutes Approval

1. Tuesday, March 12, 2019
2. Tuesday, March 19, 2019

B. Council Action 2019-23

Consider award of bid for a new vehicle for the Liberty Police Department.

COMMENTS - Current Meeting:

Motion was made to award the bid for a new vehicle for the Liberty Police Department, to Liberty-Dayton Chrysler.

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

Government Code §551.071

Minutes Acceptance: Minutes of Apr 9, 2019 6:00 PM (Minutes Approval)

Private Consultation with Attorney - To seek advice regarding contemplated / pending litigation. Cities of Hardin and Ames Wastewater Issues.

At 6:45 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

B. Reconvene into Regular Session

At 7:15 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

C. Regular Session

1. Council Action 2019-24

Consider granting a variance to Chapter 3, Division 3 Recreational Vehicle Parks, Sections 3.08.112 and 3.08.122 to Mr. James McCormick for the proposed McCormick RV Resort.

COMMENTS - Current Meeting:

City Manager Tom Warner reported that a variance request has been submitted in regard to Section 3.08.112, Size of Individual Sites; Pad Requirements and Section 3.08.122, Sanitary Facilities, of the City's Code of Ordinances. The proposed McCormick RV Resort is to be located on Port Drive and would require a variance from the minimum area of an RV Park, requiring back-in sites instead of pull-through sites. The second variance would be from the 200 ft. distance requirement from the restrooms to any recreational vehicle site. Mr. Warner reported this variance request went before the Planning and Zoning Commission on April 3, 2109, and was denied.

After lengthy discussion, a motion was made to approve the variance.

ATTACHMENTS:

- Variance Application-RV Park (PDF)
- MAP - RV Park Port Rd April 9 2019 (PDF)

RESULT:	APPROVED [4 TO 1]
MOVER:	Libby Simonson, Councilmember
SECONDER:	Diane Huddleston, Mayor Pro Tem
AYES:	Carl Pickett, Diane Huddleston, Libby Simonson, David Arnold
NAYS:	Chipper Smith
ABSENT:	Dennis Beasley

2. Council Action 2019-25

Consider approval of an Area Lighting Capital Improvement Program.

COMMENTS - Current Meeting:

City Manager Tom Warner explained that the City's existing street lighting has a combination of different lights, voltages, etc. and runs the risk of being considered antiquated and parts discontinued. The proposed Area Lighting Program will remove/replace approximately 300 incandescent lighting fixtures with 50-watt LED fixtures and replace service connectors. Estimated cost, including labor, is \$82,500. After brief discussion of the annual

energy and maintenance savings, a motion was made to approve the Area Lighting Capital Improvement Program, to be funded with Cambridge Funds.

RESULT: APPROVED [UNANIMOUS]
MOVER: Libby Simonson, Councilmember
SECONDER: Chipper Smith, Councilmember
AYES: Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT: Dennis Beasley

3. Ordinance 2019-10

CONSIDER ADOPTION OF AN ORDINANCE ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF LIBERTY, TEXAS TO PROMOTE RESPONSIBLE USE OF WATER AND TO ESTABLISH CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS AND PROVIDING FOR PENALTIES AND/OR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE THEREOF; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

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

"AN ORDINANCE ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN FOR THE CITY OF LIBERTY, TEXAS TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS AND PROVIDING FOR PENALTIES AND/OR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE THEREOF; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

City Manager Tom Warner reported that the Texas Water Development Board and Texas Commission on Environmental Quality require that cities update their Water Conservation Plan every five years. Mr. Warner stated that the City's Plan has been reviewed and changes made in regard to reference to web-sites for web based material, modified five and ten year goals, removed distribution of five and ten year goals by category of water conservation measure, and modified regulations to include implementing drought measures when the County is declared to be a disaster due to drought conditions.

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

ATTACHMENTS:

- Water Conservation Plan 2019 (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: David Arnold, Councilmember
SECONDER: Libby Simonson, Councilmember
AYES: Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT: Dennis Beasley

4. Council Action 2019-26

Consider an award of bid for energy efficient lighting and heating, ventilation and air conditioning (HVAC) contracts.

COMMENTS - Current Meeting:

Mr. Warner reported on a recent energy assessment study of City Hall, the Public Works Service Center, and the Fire and Police Departments, financed by the State Energy Conservation Office (SECO), which focused on energy efficiency and system operations. Results indicated that through replacement of interior lighting and HVAC systems and controls, significant decreases in annual energy costs could be achieved. Bids were received on March 7, 2019 for these projects. After discussion of the project costs, and bidders, a motion was made to award the bid for lighting to Magnolia Lighting & Electrical, LLC for \$57,142.90 and for the HVAC to BK Mechanical, in the amount of \$140,644.00. Total project cost is \$197,786.90.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilmember
SECONDER:	Diane Huddleston, Mayor Pro Tem
AYES:	Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT:	Dennis Beasley

5. Ordinance 2019-9

CONSIDER ADOPTION OF AN ORDINANCE CREATING CHAPTER 3.11 OF THE CODE OF ORDINANCES, REGULATING INDUSTRIALIZED HOUSING; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

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

"AN ORDINANCE CREATING CHAPTER 3.11 OF THE CODE OF ORDINANCES, REGULATING INDUSTRIALIZED HOUSING; PROVIDING FOR A PENALTY FOR VIOLATIONS; 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."

The City's current Code of Ordinances does not regulate industrialized housing or buildings, typically known as modular facilities. The proposed Ordinance creates Chapter 3.11 of the Code governing these houses/buildings. A motion was made to adopt the Ordinance, as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David Arnold, Councilmember
SECONDER:	Libby Simonson, Councilmember
AYES:	Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT:	Dennis Beasley

6. Council Action 2019-27

Consider award of bid for the Holly Street Drainage and Water Improvements.

COMMENTS - Current Meeting:

Due to potential construction, and platting, of new homes in the area of Holly and N. Milam Streets, discussion of which began in 2017, it was found that the existing drainage and waterlines were not sufficient to handle storm water runoff and water demand of the proposed homes. Since the existing 2-inch waterline was going to be replaced in Phase II of the Water System Improvements, it was decided to go ahead and perform this work now while the other construction was taking place. Bids were received on March 26, 2019 for construction of both the drainage and water improvements. Low bidder for the project was submitted by WadeCon, LLC, Kingwood, Texas. The cost for each of the individual components of the project is as follows:

Streetscape - \$193,375.00; Storm Sewer - \$454,548.00; Water - \$148,330 and General Construction Costs - \$100,500.00. The developer of the eight lots has agreed to pay for the difference in cost for having to upsize the storm sewer for his development. This cost is estimated at \$55,000.00. The project will be funded from the 2016 Bond Proceeds in the amount of \$529,000.00, and also from Cambridge Funds in the amount of \$387,100.00.

A motion was made to award the bid to WadeCon, LLC, in the amount of \$896,753.00.

ATTACHMENTS:

- Bid Tab-Holly St Drainage (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Huddleston, Mayor Pro Tem
SECONDER:	Chipper Smith, Councilmember
AYES:	Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT:	Dennis Beasley

7. Ordinance 2019-11

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS SUSPENDING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ("CENTERPOINT" OR "COMPANY") COMPANY'S GAS RELIABILITY INFRASTRUCTURE PROGRAM ("GRIP") FILING MADE WITH THE CITY ON MARCH 28, 2019; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS SUSPENDING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ("CENTERPOINT" OR "COMPANY") COMPANY'S GAS RELIABILITY INFRASTRUCTURE PROGRAM ("GRIP") FILING MADE WITH THE CITY ON MARCH 28, 2019; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS

ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.”

CenterPoint Energy is authorized, through the Texas Gas Reliability Infrastructure Program (GRIP), to request annual rate increases due to year-to-year changes in incremental investment. The GRIP Statute provides the proposed rate surcharge will become effective 60 days from the date of CenterPoint's filing unless suspended by the various cities involved (Beaumont/East Tx. Division). Cities may suspend the rate increase for an additional 45 days beyond CenterPoint's proposed effective date, while reviewing the GRIP application.

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

ATTACHMENTS:

- CenterPoint Rate Suspension Ltr-Lawton Law Firm (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Libby Simonson, Councilmember
SECONDER:	David Arnold, Councilmember
AYES:	Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT:	Dennis Beasley

8. Council Action 2019-28

Consider appointments to the 2019 Charter Review Commission.

COMMENTS - Current Meeting:

After brief discussion, a motion was made to appoint Paul Glazener, Kayla Herrington, Michael Dorsett, and B.J. Hilton to the 2019 Charter Review Commission.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilmember
SECONDER:	David Arnold, Councilmember
AYES:	Pickett, Huddleston, Simonson, Arnold, Smith
ABSENT:	Dennis Beasley

9. Information Item (ID # 4414)

Discussion of an assessment of the City's Information Technology System.

COMMENTS - Current Meeting:

Discussion was held regarding review of the City's current phone system, Internet, servers, personal computers, technology changes, and other related technology issues. After lengthy dialogue, Council consensus was to direct management to proceed with an assessment of the City's future technology needs.

VIII. ADJOURNMENT

A. Motion To: Adjourn

Minutes Acceptance: Minutes of Apr 9, 2019 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:10 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Apr 9, 2019 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, April 23, 2019

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 April 23, 2019 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	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Chipper Smith	Councilperson	Present	
Tom Warner	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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

III. REGULAR AGENDA

A. WORK SESSION

1. Work Session (ID # 4415)

Discussion and presentation of the Utility Rate Study by Freese and Nichols, Inc.

Minutes Acceptance: Minutes of Apr 23, 2019 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

The results of a Water, Wastewater, and Electric Rate Study, was presented by Amy Kaarlela, Freese and Nichols. Ms. Kaarlela reviewed general data, including projected population figures and utility connections, financial data, the City's Capital Improvement Plan and other related information. Ms. Kaarlela addressed proposed rate increases applicable to both water and wastewater, applicable to the base fee and volume charge and all classes of users. The proposed fees are a \$1.30 increase to the monthly base fee and a \$0.20 increase in volume fees each year, beginning FY20 thru FY 26.

Ms. Kaarlela also reported on the Electric Rate Study, on behalf of NewGen Strategies & Solutions. Discussed were current rates, customer class designations, projected revenues, and anticipated changes to purchased power cost structures in FY22. Ms. Kaarlela stated that there is no action recommended regarding electric rates, at this time.

The purpose of the study is to assure that the City's revenues are sufficient to cover expenses and to effect rates that are affordable to the citizens.

ATTACHMENTS:

- Rate Study Presentation (PDF)

B. Executive Session

Gov. Code §551.071 - Consultation with Attorney.

1. Discussion of Contemplated / Pending Litigation - Liberty Municipal Airport.

At 7:06 p.m., Mayor Pickett closed the open meeting and opened the Executive Session, as authorized above.

C. Reconvene into Regular Session

At 7:14 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2019-29

Consider and take action, if any, on contemplated / pending litigation, Liberty Municipal Airport, as discussed in the Executive Session.

COMMENTS - Current Meeting:

A motion was made to move forward with litigation related to the Liberty Municipal Airport, as presented in the Executive Session.

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

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:15 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Apr 23, 2019 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Election

ORDINANCE 2019-12

DOC ID: 4423 A

Subject: General Election Canvass

Background: This Ordinance provides for canvassing the returns and declaring the results of the General Election held on May 4, 2019.

The canvass is the official tabulation of the election results. The City Council is the Canvassing Authority and the Mayor is the Presiding Officer. The Mayor will review aloud the tabulation sheet and announce the results / total votes that have been delivered from the Liberty County Clerk's Office. The City of Liberty contracts with this County Department for the conduct of the City's elections.

After completion of the canvass, the Presiding Officer will provide to each successful candidate a Certificate of Election.

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 4, 2019; FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS TO THE LIBERTY CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

Whereas, there was held in the City of Liberty, Texas on the 4th day of May, 2019, a General Election duly ordered by the City Council for the purpose of electing three Council Members, as shown in the official returns heretofore; and

Whereas, public notice of the City's General Election was duly given; that said election was held in the manner required by the Texas Election Code and the Charter of the City of Liberty, and that due returns of said election have been made by the proper office; and

Whereas, it is found that the persons named herein received the following votes for said election:

GENERAL ELECTION

<u>NAME OF CANDIDATE</u>	<u>NUMBER OF VOTES RECEIVED</u>
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COUNCIL MEMBER

Diane Haywood Huddleston	217
Ron W. Blake	26

Ordinance 2019-12

City Council Meeting

May 14, 2019

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Libby Simonson	182
Dennis Beasley	216
Troy D. Beasley	88
Jennifer Regen	109

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

Section 1. It is found and determined that the results of the General Election as canvassed and tabulated reflect the expressed desires of those persons voting at said election.

Section 2. That the following named candidates were duly elected at said General Election to the Liberty City Council:

COUNCIL MEMBER

Diane Haywood Huddleston
Dennis Beasley
Libby Simonson

Section 3. It is hereby declared the City of Liberty approves and accepts the results of the General Election for the Council Members, as set forth in the Election Returns Sheet attached herein as "Exhibit A".

Section 4. That if any section, subsection, sentence, clause, or phrase of this ordinance should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Liberty, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of public business to be considered at such meeting was given.

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.

Section 7. This Ordinance shall be in full force and effect from and after the date of its passage.

Ordinance 2019-12

City Council Meeting

May 14, 2019

Page 3

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas this the 14th day of May, 2019.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Oaths

INFORMATION ITEM (ID # 4425)

DOC ID: 4425

Subject: Oath of Office

Background: The Texas Constitution prescribes that an elected officer must sign a Statement of Elected Officer and take an oral oath prior to performing official duties.

These documents are signed after the election is canvassed.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Election

ORDINANCE 2019-13

DOC ID: 4424 A

Subject: Special Election Canvass

Background: This Ordinance provides for canvassing the returns and declaring the results of the Special Election, to fill a vacancy on City Council, held on May 4, 2019.

The canvass is the official tabulation of the election results. The City Council is the Canvassing Authority and the Mayor is the Presiding Officer. The Mayor will review aloud the tabulation sheet and announce the results / total votes that have been delivered from the Liberty County Clerk's Office. The City of Liberty contracts with this County Department for the conduct of the City's elections.

After completion of the canvass, the Presiding Officer will provide to the successful candidate a Certificate of Election.

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 4, 2019; FOR THE PURPOSE OF FILLING A VACANCY FOR THE ONE YEAR REMAINDER OF AN UNEXPIRED TERM ON THE LIBERTY CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

Whereas, there was held in the City of Liberty, Texas on the 4th day of May, 2019, a Special Election duly ordered by the City Council for the purpose of filling a vacancy for the one year remainder of an unexpired term on the Liberty City Council, as shown in the official returns heretofore; and

Whereas, public notice of the City's Special Election was duly given; that said election was held in the manner required by the Texas Election Code and the Charter of the City of Liberty, and that due returns of said election have been made by the proper office; and

Whereas, it is found that the persons named herein received the following votes for said election:

SPECIAL ELECTION

<u>NAME OF CANDIDATE</u>	<u>OFFICE</u>	<u>NUMBER OF VOTES RECEIVED</u>
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COUNCIL MEMBER

Ed Seymour

165

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

Section 1. It is found and determined that the results of the Special Election as canvassed and tabulated reflect the expressed desires of those persons voting at said election.

Section 2. That the following named candidate was duly elected at said Special Election to the Liberty City Council:

COUNCIL MEMBER

Neal Thornton

Section 3. It is hereby declared the City of Liberty approves and accepts the results of the General Election for the Council Member, as set forth in the Election Returns Sheet attached herein as "Exhibit A".

Section 4. That if any section, subsection, sentence, clause, or phrase of this ordinance should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Liberty, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of public business to be considered at such meeting was given.

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.

Section 7. This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas this the 14th day of May, 2019.

Carl Pickett, Mayor

Ordinance 2019-13
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City Council Meeting

May 14, 2019

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Oaths

INFORMATION ITEM (ID # 4428)

DOC ID: 4428

Subject: Oath of Office

Background: The Texas Constitution prescribes that an elected officer must sign a Statement of Elected Officer and take an oral oath prior to performing official duties.

These documents are signed after the election is canvassed.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Election Issues

COUNCIL ACTION 2019-30

DOC ID: 4426

Subject: Election of a Mayor Pro Tem

Background: The City of Liberty's Home Rule Charter Section 3.04 states "The City Council, at its first meeting after election of councilmen, shall elect one (1) of its members mayor pro tem, and he shall perform all duties of the mayor in the absence or disability of the mayor."



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Annexation

ORDINANCE 2019-14

DOC ID: 4427 A

Subject: Proposed Annexation

Background: The Texas Local Government Code defines a city's rights and responsibilities regarding properties within its boundaries and the area immediately surrounding its boundaries (extraterritorial jurisdiction). This Code is where cities are given authority to change their boundaries either by annexation or disannexation.

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AUTHORIZING AND ANNEXING PROPERTY INTO ITS EXTRATERRITORIAL JURISDICTION (ETJ); DESIGNATING LAND LOCATED IN THE ETJ AS AN INDUSTRIAL DISTRICT PURSUANT TO SECTION 42.044 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAYOR TO SIGN AN INDUSTRIAL DEVELOPMENT AGREEMENT WITH MOSS BLUFF HUB, LLC. FOR PROPERTIES IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID NUMBERS 19340,19344, 19349, 19441, 19442, 19443, 109686, 109682, 113289, 115545, 201314, 145641, 145642, 145643, AND 145839; 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, Texas Local Government Code Section 42.044 allows a City to designate any part of its Extraterritorial Jurisdiction (ETJ) as an industrial district and may treat the designated area in a manner considered by the City Council to be in the best interest of the City; and

WHEREAS, Texas Local Government Code Section 212.172 allows a City enter into an agreement with a landowner regarding the development of property in the ETJ upon any lawful terms and considerations the parties consider appropriate; and

WHEREAS, the majority of the property described in this Ordinance currently lies within the ETJ and the rest of the property described in this Ordinance will lie within the ETJ upon the approval of this Ordinance; 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 property described in the agreement attached to this Ordinance as Exhibit 1 and incorporated herein as for all purposes, that was not previously in the City of Liberty's Extraterritorial Jurisdiction (ETJ) is hereby annexed into the City of Liberty's Extraterritorial Jurisdiction in accordance with the agreement.

Section 3. That the City Council designates the property described in the agreement attached to this Ordinance as Exhibit 1 and incorporated herein as for all purposes, as an Industrial District pursuant to Section 42.044 of the Texas Local Government Code.

Section 4. That the Mayor is hereby authorized to execute the agreement attached hereto as Exhibit 1 and incorporated herein for all purposes.

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

Section 6. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Liberty ETJ, 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 this Ordinance to be annexed to the City of Liberty ETJ 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 into the ETJ, the same is hereby excluded and

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

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

PASSED AND APPROVED in Liberty, Texas this ____ day of May, 2019.

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 May, 2019 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
INDUSTRIAL DEVELOPMENT AGREEMENT

**INDUSTRIAL DISTRICT AGREEMENT
BETWEEN THE CITY OF LIBERTY, TEXAS,
AND MOSS BLUFF HUB, LLC.**

I.

This is an agreement made under the authority of: Sections 42.044, 212.172 and 43.0116 of the Texas Local Government Code; Article Eleven, Section Five of the Texas Constitution; and other applicable law. The parties to the agreement and their addresses are:

1. The "City":

ATTENTION: Tom Warner, City Manager
City of Liberty, Texas
1829 Sam Houston Street
Liberty, Texas 77575

Re: Industrial District Contracts

Copy to:

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

2. The "Property Owner":
Moss Bluff HUB, LLC
Post Office Box 1642
Houston, Texas 77251-1642

II.

This agreement ("Agreement") includes provisions concerning certain real estate and tangible personal property owned or leased by the Property Owner within the extraterritorial jurisdiction of the City of Liberty. Such real estate is sometimes referred to herein as the "Affected Area," and it is described in Exhibit A, which is attached to this Agreement and made a part hereof. Such Affected Area is also depicted on the map attached in Exhibit B. Acting pursuant to the above mentioned authority, the City Council of the City has, by ordinance, designated the Affected Area as an industrial district (the "Industrial District"). Such ordinance also authorized the execution of this Agreement on behalf of the City.

III.

The term of this Agreement is fifteen (15) years, from January 1, 2019 through October 31, 2034, unless it is sooner terminated under the provisions hereof. This Agreement shall be effective and binding on the parties hereto upon execution hereof on behalf of the parties to this Agreement.

IV.

In consideration of the obligations of the Property Owner herein set forth, the City hereby guarantees, for the term of this Agreement, the immunity of the Affected Area from annexation of any type by the City. In the event that the Property Owner fails to meet its obligations, the property will be subject to annexation and placed within the corporate limits of the City.

V.

As part of the consideration for the City's undertakings, as set forth above, the Property Owner agrees to pay to the City for each City fiscal year ending September 30 (the "City Fiscal Year"), a sum of money equal to:

- (1) The amount of money such Property Owner would be obligated to pay for such fiscal year as ad valorem taxes on the land comprising the Affected Area and owned by the Property Owner on January 1 of the preceding year, treated as vacant land, if such land were within the City for general municipal purposes as of January 1 of the preceding year; and
- (2) Subject only to the exceptions set forth in this Section V and Section VI hereof, a sum of money equal to 75.00% of the amount of money the Property Owner would be obligated to pay to the City as ad valorem taxes on all improvements and tangible property, real, personal, or mixed, situated on such land as of January 1 of the preceding City Fiscal Year, if such property were within the City for general municipal purposes as of January 1 of the preceding City Fiscal Year.
- (3) In the event the City annexes the land described in Exhibit E attached hereto, the amount of property tax paid by the Property Owner with respect to such land shall be deducted from the amount of money payable by the Property Owner to the City pursuant to sections (1) and (2) above. This agreement will serve as consent, and the Property Owner consents to the annexation of the land described in Exhibit E attached hereto, if the City decides to annex said land.

Subject only to the exceptions set forth below and in Section VI hereof, the Property Owner's payments shall be due on January 31 of each year (hereinafter, the calendar year in which each payment is made shall be referred to as the "Payment Year"). Each payment shall be applicable to and cover the City's fiscal year in which the payment was due pursuant to this Agreement.

The Property Owner's first payment shall be due on June 30, 2019 (the "2019 Payment Date"). The second payment will be due on January 31, 2020 and each payment thereafter shall be due on the following January 31. Payments shall be due on June 30, 2019 and January 31st of any subsequent year if and only if the City submits an invoice setting forth the amount of such payment at least thirty days prior to the payment date. If the City invoice is not issued timely, the payment date shall be extended to a date that is at least thirty days after the invoice date. The Property Owner's payments shall be based on the valuation of property on January 1 of the preceding calendar year (the "Valuation Date"). If a September 1 inventory valuation date is elected, the inventory valuation as of September 1 preceding the Valuation Date shall be utilized.

For example, the Valuation Date for the payment due January 31, 2019, shall be January 1, 2018 (September 1, 2017 for inventory subject to the alternate valuation date).

The last payment under this Agreement shall be due January 31, 2034, and no payment shall be due January 31, 2035, unless this Agreement shall have been renewed or extended. Absent a renewal of the Industrial District Agreement, the Affected Area shall, by Ordinance approved by the City, become part of the corporate limits of the City.

VI.

For the purpose of providing a procedure for determining and collecting the amounts payable by the Property Owner hereunder, there are hereby adopted and made a part hereof all provisions of the Constitution and statutes of the State of Texas pertaining to ad valorem taxation as the same may be amended throughout the term of this Agreement (including, in particular, the Texas Property Tax Code)¹, except, however, that to the extent that any of such provisions would require the assessment of the Property Owner's property on an equal and uniform basis with property in the general City limits, the provisions of this Agreement will control where in conflict with such provisions.

The payments required hereunder shall be based upon the appraised values as finally determined by the Liberty County Central Appraisal District, or its legal successor (or through administrative or judicial appeal of the Liberty County Central Appraisal District's determination), for (i) the land comprising the Affected Area owned by the Property Owner as of January 1 of the year preceding each Payment Year, and (ii) all improvements and tangible property, real, personal or mixed, situated on such land as of January 1 of the year preceding each Payment Year, including all tangible property having a taxable situs on such land within such district as of January 1 of the year preceding each Payment Year, pursuant to the Texas Property Tax Code in effect as of January 1 of the year preceding each Payment Year whether or not owned by the Property Owner; provided, however, that the following property shall not be included in the payment base: (i) property not owned or leased by the Property Owner which is being used by a public utility to provide telephone or other electronic communication, gas, electric power service or other similar service to the Property Owner's premises, (ii) property not owned or leased by the Property Owner that is permanently situated in defined easements and is used for public utility, pipeline or common carrier purposes, and (iii) property exempt from ad valorem taxation under Federal law and/or the Constitution and statutes of the State of Texas as such laws exist as of January 1 of the year preceding each Payment Year (including, in particular, the Texas Property Tax Code and including, for example, without limitation under current law, valid pollution control improvements). Consistent with the other provisions of this Agreement, the payment base shall not include any property (including but not limited to inventories) owned by the Property Owner and having a taxable situs at any location other than the Affected Area described in Exhibit

¹ Hereinafter, unless otherwise specified, any reference to the Constitution and statutes of the State of Texas pertaining to ad valorem taxation (including the Texas Property Tax Code) shall refer to such provisions as they may be amended throughout the term of this Agreement and are thereafter in effect as of January 1 of each Payment Year. With respect to procedural matters (for example, related to the appeal or litigation of a contested valuation), amendments to the Constitution and statutes of the State of Texas shall take effect as provided in such amendments and as such amendments would normally affect such appeal or litigation.

A and depicted in Exhibit B. Specifically, the payment base shall not include inventories or other property having a taxable situs at other locations.

After the initial year of this Agreement, the amounts the Property Owner is obligated to pay hereunder shall be due and payable on January 31 of each year of this Agreement.

On or about January 1 of each year, the City shall mail one statement to the Property Owner showing the total amount due on January 31 of such year pursuant to this Agreement. Such statement shall be mailed to the address shown on page 1 of this Agreement. Any amounts that are not paid when due shall become delinquent on February 1 of such year. Provided, however, if the tax statement is mailed after January 10, the delinquency date is postponed to the first day of the next month that will provide a period of at least 21 days after the date for payment of the amount due. Delinquent amounts shall be immediately subject to interest at twelve percent (12%) per annum, compounded monthly and the Property Owner shall reimburse the City for its costs of collection, including reasonable attorneys' fees.

If any differences concerning the appraised values for the previous year shall not have been finally determined by the due date of the Property Owner's payment and the Property Owner desires to pursue any additional available remedies, the Property Owner shall, without prejudice to such remedies, pay to the City by January 31 of each year (subject to the exception in the preceding paragraph for statements mailed after January 10), such amount as is provided in the Texas Property Tax Code, for payments made under such conditions by owner of property within the general City limits subject to ad valorem taxation. Any refund payable by the City to the Property Owner hereunder shall be paid within 60 days after receipt by the City of both the Liberty County Central Appraisal District's formal notification that the appraised value of the property has been reduced and a written refund request by the Property Owner; if not paid timely, the refund amount shall bear interest at six percent (6%) per annum beginning 60 days after the City received both the Property Owner's written refund request and the Liberty County Central Appraisal District's formal notification that the appraised value of the property has been reduced.

VII.

The Property Owner agrees that any industrial or other activity carried on within the Affected Area will be conducted in strict compliance with all applicable state and federal air and water pollution standards. If the Property Owner's property within the Affected Area is subject to the Occupational Safety and Health Act, 29 U.S.C. 65 et seq., as amended, the Property Owner shall ensure that its facilities and improvements in the Affected Area comply with the applicable fire safety standards of such Act and the regulations from time to time promulgated thereunder (the "OSHA Standards"), but there shall be no obligation to obtain any permits of any kind from the City in connection with the construction, operation or maintenance of improvements and facilities in the Affected Area except for the requirements already in place within the extraterritorial jurisdiction of the City.

VIII.

The Chief Appraiser of the Liberty County Central Appraisal District shall have the same right to enter and inspect the Property Owner's premises and the same right to examine the Property Owner's books and records to determine the value of the Property Owner's properties as are provided in the Texas Property Tax Code as amended as of January 1 of each Payment Year.

IX.

Absent a renewal of this Industrial District Agreement and upon written notices to the Property Owner, the City may, by Ordinance approved by the City, place the Affected Area within the corporate limits of the City.

X.

In the event of default by the Property Owner in the performance of any of the terms of this Agreement, including the obligation to make the payments above provided for and the timely return to the City Manager of a copy of the recorded Restrictive Covenant Agreement as an exhibit pursuant to Section XIV hereof, the City through its City Manager shall have the option, if such default is not fully corrected within sixty (60) days from the giving of written notice of such default to the Property Owner, to either (i) declare this Agreement terminated or (ii) continue this Agreement for its term and collect the payments required hereunder. Notwithstanding anything to the contrary contained herein, should the City determine that the Owner is in default according to the terms and conditions hereof, the City shall notify the Owner in writing by U.S. Mail, certified, return receipt requested, at the address stated in this Agreement, and if such default is not cured within sixty (60) days from the date of such notice (the "Cure Period"), such failure to cure shall constitute a material breach of this Agreement; provided that, in the case of a default for causes beyond the Owner's control that cannot, with due diligence, be cured within such sixty (60) day period or in the event that the failure to cure results from ongoing negotiations with federal or state officials, administrative proceedings or litigation regarding the necessary cure steps, then the cure period shall be extended until such negotiations, administrative proceedings or litigation are concluded.

In the event of default by the City, the Property Owner may, if such default is not fully corrected within sixty (60) days from giving written notice of such default to the City, terminate this Agreement. Upon such termination, the City may place the Affected Area in the corporate limits of the City and both the Property Owner and the City shall be relieved of all further obligations hereunder, but the Property Owner shall not be relieved of the obligation to pay any amounts that accrued prior to such termination. In the event of termination, the City shall have the right to repeal the ordinance designating the Affected Area as an industrial district. Provided, however, if the termination occurs as a result of the City exercising its option to terminate as provided in the first sentence of this Section X, the City shall not have the right to annex the Affected Area into the general City limits so as to subject the Affected Area to ad valorem taxes for any part of the period covered by the Property Owner's last payment hereunder.

XI.

Any notice to the Property Owner or the City concerning the matters to which this Agreement relates may be given in writing by registered or certified mail addressed to the Property Owner or the City at the appropriate respective addresses set forth on page 1 of this Agreement. The Property Owner must notify the City of any change of address in writing.

Any such notice in writing may be given in any other manner. If given by registered or certified mail the notice shall be effective when mailed. With the exception of annual bills for the

payments due herein, notice given in any other manner shall be effective when received by the Property Owner or the City, as the case may be.

XII.

Nothing herein contained shall be construed to change or enlarge the jurisdiction, power or authority of the City over or with respect to the Affected Area as prescribed by applicable law, except as specifically provided in this Agreement. The Property Owner shall not be obligated by virtue of this Agreement, or the establishment of the industrial district over the Affected Area, to make any payments to the City during the term of this Agreement other than the payments specified herein. Specifically, the Property Owner shall not be liable for any City taxes, including without limitation City ad valorem taxes on taxable property within the Industrial District; City gross receipts or sales or use taxes with respect to the purchase, sale, lease, use or other consumption within the Affected Area of taxable items or taxable services; or any City tax, franchise fee or other payments of any kind based upon purchases, sales or consumption within the Affected Area of gas, electricity, water, telephone and telecommunications services or any other services provided by public utilities.

XIII.

The Property Owner shall reimburse the City for costs incurred by the City in providing fire protection services to the Property Owner and shall be required to reimburse the City for both chemicals and personnel costs actually expended by the City in providing any firefighting assistance to the Property Owner.

XIV.

The Property Owner shall record the completed Restrictive Covenant Agreement ("Restrictive Covenant Agreement") that is attached as Exhibit C to this Industrial District Agreement with the County Clerk in the Official Real Property Records of Liberty County, Texas (the "Real Property Records"). This Industrial District Agreement will be included as an exhibit to the Restrictive Covenant Agreement. Failure on the part of the Property Owner to deliver a copy of the recorded Restrictive Covenant Agreement, showing the County Clerk's File number and date of recordation on the appropriate coversheet furnished by the City in the Real Property Records, to the City Manager within 30 days of the date of delivery of the fully-executed Restrictive Covenant Agreement to the Property Owner or the Property Owner's representative shall constitute a default.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

If a party obligated hereunder conveys all or any part of the property then covered hereby, the grantor shall thereupon cease to be obligated with respect to the property so conveyed, provided the grantee thereof assumes the obligations hereof with respect to such property so conveyed pursuant to the applicable form of Assignment and Assumption Agreement set forth at Exhibit D of this Industrial District Agreement; provided, however, that no such conveyance shall be binding on the City until such time as: (i) the City shall have been furnished with an executed copy of the Assignment and Assumption Agreement whereby the transferee assumed such

obligations; and (ii) the City shall have consented to the assignment (subject to the provisions of the following paragraph).

The City Manager's approval shall not be required if this Agreement is assigned to any related, affiliated or subsidiary entity to which the Property Owner conveys all or part of the Affected Area. The City Manager's consent shall not be unreasonably withheld, and if such consent is not received by the party seeking consent within ten (10) days of its request for consent, the assignment will be deemed approved. Notwithstanding the foregoing, the City hereby consents to the Property Owner's assignment to a lending institution of any or all of the Property Owner's rights hereunder as security for repayment of one or more loans relating to the Affected Area. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Agreement. The City Manager or his or her designee, may consent on behalf of the City.

From and after the Assignment Effective Date, the Property Owner shall be relieved of all future liability hereunder with respect to the portion of the Affected Area conveyed. Provided, however, the Property Owner shall never be relieved of its obligation to pay any past due sums or to perform any unperformed obligations arising under this Agreement prior to the Assignment Effective Date. The Property Owner understands and agrees that if it transfers the Affected Area to a third party, or if the Affected Area is transferred by operation of law without benefit of an approved assignment hereunder, the Property Owner shall remain liable under this Agreement, even if the new transferee of the Affected Area complies with all the terms and provisions hereof and commences payment of all sums due hereunder.

XV.

The Property Owner covenants that it has the authority to enter into this Agreement by virtue of being either the legal or equitable owner of a possessory estate (including a leasehold estate) in the land comprising the Affected Area which will not terminate before the expiration date of this Agreement.

The Property Owner shall inform the City in writing annually upon the Payment Date of any additional property acquired by the Property Owner within the extraterritorial jurisdiction of the City since the prior Payment Date and any changes in appraisal district account numbers associated with and property owned by the Property Owner within the extraterritorial jurisdiction of the City.

XVI.

It is agreed that the City is under no obligation to provide any governmental, proprietary or other municipal services to the Affected Area.

XVII.

If any provision of this Agreement, or any covenant, obligation or agreement contained herein, including without limitation the term hereof, is determined by a court to be invalid or unenforceable, such provision, covenant, obligation, or agreement shall be reformed so as to comply with applicable law. If it is not possible to so reform such provision, covenant, obligation or agreement, such determination shall not affect any other provision, covenant, obligation or

agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Provided, further, that such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. Notwithstanding the above, if the application of this Section XVI requires a reformation or revision of any term that removes or materially diminishes the obligation of the Property Owner to make the payments to the City described herein (except in the event of a reformation that shortens the term of this Agreement), the City shall have the option to declare this Agreement terminated.

SIGNATURE PAGES FOLLOW

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the date countersigned by the City Secretary of the City of Liberty.

MOSS BLUFF HUB, LLC.

MOSS BLUFF HUB, LLC.

By: _____
Name: Ken Lanik
Title: Tax Officer
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

Federal Tax ID Nos. _____

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on _____ by Ken Lanik, as the Tax Officer, Moss Bluff HUB, LLC., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

CITY OF LIBERTY, TEXAS

By: _____
Carl Pickett
Mayor

ATTEST:

By: _____
Dianne Tidwell
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

COUNTERSIGNED:

By: _____
Tom Warner
City Manager

DATE COUNTERSIGNED: _____

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT "A"**PROPERTY DESCRIPTION**

This description includes the following
Liberty County Central Appraisal District
Account Numbers:

19340
19344
19349
19441
19442
19443
109686
109682
113289
115545
201314

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT "B"**MAP**

**This map depicts the following
Liberty County Central Appraisal District
Account Numbers:**

**19340
19344
19349
19441
19442
19443
109686
109682
113289
115545
201314**

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT “C”
RESTRICTIVE COVENANT

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

Restrictive Covenant Agreement (“Agreement”)

This Agreement is entered into pursuant to the Industrial District Agreement appended to the Ordinance (the “IDA”) approved by the City Council of the City of Liberty designating the below described Restricted Property as an Industrial District. A copy of the executed Industrial District Agreement is attached hereto.

Property Owner of the Restricted Property: Moss Bluff HUB, LLC.

Property Owner’s address for notice purposes: P. O. Box 1642, Houston, TX 77251-1642

Beneficiary of this Agreement: The City of Liberty, Texas, a home-rule municipality located principally within Liberty County, Texas.

Beneficiary’s address for notice purposes:

City Manager
City of Liberty, Texas
1829 Sam Houston Street
Liberty, Texas 77575

Restricted Property: That certain real property consisting of approximately _____.__ acres, located in the B.M. Sparks Tract, Liberty County, Texas and more particularly described in attached Exhibit A.

Consideration: Good and valuable consideration and the mutual obligations of the Beneficiary and the Property Owner as contained in the IDA the receipt and sufficiency of which are hereby acknowledged by the parties.

Agreement

1. *Restriction.* The Restricted Property shall remain subject to the IDA for the period commencing on the effective date of this Agreement (also the effective date of the accompanying IDA) through September 30, 2034, or the earlier termination of the IDA
2. *Covenants Running with the Land.* The Property Owner and Beneficiary agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the Restricted Property described above.
3. *Binding Effect.* This agreement binds, benefits, and may be enforced by the successors in interest to the parties.
4. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in Liberty County, Texas.
5. *Severability.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this agreement, and this

agreement will be construed as if the unenforceable provision had never been a part of the agreement.

6. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by this agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this agreement and that the granting of equitable remedies may, and probably will, be necessary.
7. *Captions.* Captions used in this agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.
8. *Other Instruments.* The parties to this agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this agreement, including, without limitation, amendments of this agreement reasonably requested by the Property Owner in connection with the sale of any of the Restricted Property to other parties, as long as such amendments do not materially and adversely affect the rights and obligations of the Beneficiary and Beneficiary's successors, and assigns under this agreement.
9. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
10. *No Third-Party Beneficiaries.* Nothing in this agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective successors, and assigns, any right, remedy, or claim by reason of this agreement. This agreement is intended for the sole and exclusive benefit of the parties and their respective successors, and assigns.
11. *Counterparts.* This agreement is executed in multiple counterparts; all counterparts taken together will constitute this agreement.

Moss Bluff HUB, LLC.

By: _____
Ken Lanik
Tax Officer

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on _____ by Ken Lanik, as the
Tax Officer of Moss Bluff HUB, LLC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

City of Liberty

 Carl Pickett
 Mayor

STATE OF TEXAS
 COUNTY OF LIBERTY

This instrument was acknowledged before me on _____ by Carl Pickett, as the Mayor of the City of Liberty, Texas, on behalf of said municipality.

 Dianne Tidwell
 Notary Public, State of Texas

COUNTERSIGNED:

By: _____
 Tom Warner
 City Manager

DATE COUNTERSIGNED: _____

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

After recording, the Property Owner shall return a stamped copy of the recorded documents to:

City Manger
City of Liberty, Texas
1829 Sam Houston Street
Liberty, Texas 77575

Attach
Exhibit A to the Restrictive Covenant:
Industrial District Agreement

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT “D”
ACCEPTABLE FORMS OF ASSIGNMENT

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT D
[FORM FOR USE IF ENTIRE AFFECTED AREA IS TRANSFERRED]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made an entered into effective as of _____, 20__ by and between _____, a [corporation] (“**Assignor**”), and _____, a [corporation] (“**Assignee**”).

RECITALS:

A. Assignor and The City of Liberty, Texas, a home-rule municipality located primarily within Liberty County, Texas (the “**City**”), have entered into the Industrial District Agreement (the “**Industrial District Agreement**”) dated effective as of _____, 20__, relating to the property described on Exhibit A hereto (the “**Property**”).

B. Contemporaneously with the execution of the Industrial District Agreement, Assignor and the City executed and delivered the Restrictive Covenant Agreement dated _____, 20__, a copy of which is recorded in the Official Public Records of Real Property of Liberty County, Texas under [insert recording information] (the “**Restrictive Covenant Agreement**”).

C. Contemporaneously with the execution and delivery of this Agreement, Assignor is conveying and assigning to Assignee all of Assignor’s rights in and to the Property.

D. Pursuant to Article XII of the Industrial District Agreement and the Restrictive Covenant Agreement, the Industrial District Agreement is not assignable unless and until Assignee assumes full legal responsibility for all of Assignor’s duties and obligations under the Industrial District Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and pursuant to Article XII of the Industrial District Agreement and the Restrictive Covenant Agreement, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor’s rights and obligations under the Industrial District Agreement and the Restrictive Covenant Agreement. In consideration of the conveyance and assignment of the Property and the assignment of Assignor’s rights under the Industrial District Agreement and the Restrictive Covenant Agreement, Assignee hereby unequivocally assumes full legal responsibility for all of Assignor’s duties and obligations under the Industrial District Agreement and the Restrictive Covenant Agreement beginning on the effective date set forth above and continuing for the remaining term of the Industrial District Agreement and the Restrictive Covenant Agreement.

2. Assignee acknowledges that it has received a copy of the Industrial District Agreement and the Restrictive Covenant Agreement.

3. Assignor and Assignee expressly intend for this Agreement to be for the benefit of, and enforceable by, Assignee, Assignor and the City.

4. This Agreement shall be governed by the laws of the State of Texas. This Agreement may be executed in multiple counterparts, each of which constitutes an original, but all of which together constitute one agreement.

EXECUTED effective as of the date first above pursuant to the terms of the Industrial District Agreement.

[Signature of Assignor]

By:
Name:
Title:
Date:

[Signature of Assignee]

By:
Name:
Title:
Date:

[Signature of City Manager]

By:
Name:
Title:
Date Received:

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT D
[FORM FOR USE IF ONLY A PORTION OF AFFECTED AREA IS TRANSFERRED]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made an entered into effective as of _____, 20____ by and between _____, a [corporation] (“**Assignor**”), and _____, a [corporation] (“**Assignee**”).

RECITALS:

A. Assignor and The City of Liberty, Texas, a home-rule municipality located primarily within Liberty County, Texas (the “**City**”), have entered into the Industrial District Agreement (the “**Industrial District Agreement**”) dated effective as of _____, 20____, relating to the property described on Exhibit A hereto (the “**Property**”).

B. Contemporaneously with the execution of the Industrial District Agreement, Assignor and the City executed and delivered the Restrictive Covenant Agreement dated _____, 20____, a copy of which is recorded in the Official Public Records of Real Property of Liberty County, Texas under [insert recording information] (the “**Restrictive Covenant Agreement**”).

C. Contemporaneously with the execution and delivery of this Agreement, Assignor is conveying and assigning to Assignee all of Assignor’s rights in and to the portion of the Property described on Exhibit B hereto (the “**Conveyed Portion**”; the balance of the Property is herein called the “**Retained Portion**”).

D. Pursuant to Article XII of the Industrial District Agreement and the Restrictive Covenant Agreement, the Industrial District Agreement is not assignable unless and until Assignee assumes full legal responsibility for all of Assignor’s duties and obligations under the Industrial District Agreement insofar as they relate to the Conveyed Portion.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and pursuant to Article XII of the Industrial District Agreement and the Restrictive Covenant Agreement, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor’s rights and obligations under the Industrial District Agreement and the Restrictive Covenant Agreement insofar as such rights and obligations relate to the Conveyed Portion. In consideration of the conveyance and assignment of the Conveyed Portion and the assignment of Assignor’s rights under the Industrial District Agreement and the Restrictive Covenant Agreement insofar as such rights and obligations relate to the Conveyed Portion, Assignee hereby unequivocally assumes full legal responsibility for all of Assignor’s duties and obligations under the Industrial District Agreement and the Restrictive Covenant Agreement insofar as such rights and obligations relate to the Conveyed Portion beginning on the effective date set forth above and continuing for the remaining term of the Industrial District Agreement and the Restrictive Covenant Agreement. Assignor

specifically reserves and retains all of such rights and obligations insofar as they relate to the Retained Portion.

2. Assignee acknowledges that it has received a copy of the Industrial District Agreement and the Restrictive Covenant Agreement.

3. Assignor and Assignee expressly intend for this Agreement to be for the benefit of, and enforceable by, Assignee, Assignor and the City.

4. This Agreement shall be governed by the laws of the State of Texas. This Agreement may be executed in multiple counterparts, each of which constitutes an original, but all of which together constitute one agreement.

EXECUTED effective as of the date first above pursuant to the terms of the Industrial District Agreement.

[Signature of Assignor]

By:
Name:
Title:
Date:

[Signature of Assignee]

By:
Name:
Title:
Date:

[Signature of City Manager]

By:
Name:
Title:
Date Received:

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT E

**INSERT METES AND BOUNDS FROM CITY FOR STRIP LAND TO BE ANNEXED
ADJACENT TO PRAXAIR TRACT**

Attachment: MOSS BLUFF IDA - AGREEMENT (ORD-2019-14 : Ord-Annexation)

EXHIBIT "A"
2019 ANNEXATION TRACT 10

Field Note Description for approximately .86 square miles for annexation to
 incorporation of the City of Liberty

COMMENCING at the Northeast corner of the 2018 Annexation Tract 7, having
 coordinates of N:9976113.12, E:4074659.56;

THENCE SOUTHERLY with the East line of the 2018 Annexation Tract 7 to the Northwest
 corner of the Moss Bluff Development Corp. tract, Property ID 201314, Liberty County Appraisal
 District, to the **POINT OF BEGINNING**, point having coordinates of N:9976011.85,
 E:4074667.84,

THENCE EASTERLY with the North line of the said Moss Bluff Development Corp. tract,
 Property ID 201314, to an interior ell corner of said tract, having coordinates of N:9976027.45,
 E:4074834.76;

THENCE NORTHERLY with the West line of the said Moss Bluff Development Corp. tract,
 Property ID 201314, passing through the Northwest corner of said tract to the Southwest corner
 of the now or formerly James McGinty tract, Property ID 19351, Liberty County Appraisal
 District, having coordinates of N:9976328.25, E:4074814.73;

THENCE EASTERLY with the South line of the said James McGinty tract, to a point in the
 Southwest corner of the now or formerly Dani Marian Daniel Brister tract, Parcel ID 19376,
 Liberty County Appraisal District, having coordinates of N:9976424.76, E:4076048.40;

THENCE EASTERLY with the South line of the said Dani Marian Daniel Brister tract, Parcel
 ID 19376, to the Southwest corner or the now or formerly John V Abshier JR tract, Parcel ID
 19304, Liberty County Appraisal District, having coordinates of N:9976500.21, E:4077180.09;

THENCE EASTERLY with the South line of the said John V Abshier JR tract, Parcel ID 19304,
 to a Southwest corner of the Moss Bluff Development Corp Tract, Parcel ID 19344, Liberty
 County Appraisal District, having coordinates of N:9976577.05, E:4078199.34;

THENCE NORTHERLY with a West line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to a Northwest corner, having coordinates of N:9976962.50, E:4078169.56;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to a Northeast corner, having coordinates of N:9977348.97, E:4083889.72;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to the Southeast corner, having coordinates of N:9976984.28, E:4083918.22;

THENCE WESTERLY with a South line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to an interior ell corner, having coordinates of N:9976697.61, E:4079740.70;

Attachment: MOSS BLUFF AGREEMENT AREA-METES AND BOUNDS (ORD-2019-14 : Ord-Annexation)

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to an exterior ell corner, having coordinates of N:9975660.47, E:4079818.99;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to an exterior ell corner, having coordinates of N:9975682.86, E:4080115.63;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to an interior ell corner, having coordinates of N:9975047.17, E:4080170.23;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to a Northeast corner, same point lying in the West edge of FM 563, having coordinates of N:9975171.04, E:4081723.39;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to a Northeast corner of the Moss Bluff Development Corp Tract, Parcel ID 19340, Liberty County Appraisal District, having coordinates of N:9974675.59, E:4081800.36;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an exterior ell corner, having coordinates of N:9974288.16, E:4081860.81;

THENCE WESTERLY with a South line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, having coordinates of N:9974187.55, E:4080603.67;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, having coordinates of N:9974035.77, E:4080615.82;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an exterior corner, having coordinates of N:9974107.18, E:4081508.08;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, same being in the North line of the Moss Bluff Development Corp Tract, Parcel ID 19441, Liberty County Appraisal District, having coordinates of N:9974041.03, E:4081510.49;

THENCE EASTERLY with the North line of the said Moss Bluff Development Corp Tract, Parcel ID 19441, to the Northeast corner, having coordinates of N:9974071.90, E:4081894.91;

THENCE SOUTHERLY with the East line of the said Moss Bluff Development Corp Tract, Parcel ID 19441, to the Southeast corner, same being a Northeast corner of the Moss Bluff Development Corp Tract, Parcel ID 19340, having coordinates of N:9973912.93, E:4081919.75;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to the Southeast corner, having coordinates of N:9973703.56, E:4081954.21;

Attachment: MOSS BLUFF AGREEMENT AREA-METES AND BOUNDS (ORD-2019-14 : Ord-Annexation)

THENCE NORTHWESTERLY with a South line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, having coordinates of N:9973757.91, E:4081741.85;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to a Northeast corner of the Moss Bluff Development Corp Tract, Parcel ID 193444, having coordinates of N:9973633.04, E:4081758.30;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to the Southeast corner, having coordinates of N:9973083.88, E:4081830.67;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to the Southwest corner, having coordinates of N:9972777.69, E:4078169.73;

THENCE NORTHERLY with the West line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to the Southeast corner of the Moss Bluff Development Corp Tract, Parcel ID 109682, Liberty County Appraisal District, having coordinates of N:9972856.90, E:4078163.82;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 109682, to an interior ell corner, having coordinates of N:9972777.73, E:4077285.29;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 109682, to an exterior ell corner, having coordinates of N:9972704.31, E:4077292.42;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 109682, to the Southeast corner of the Moss Bluff Development Corp Tract, Parcel ID 19349, Liberty County Appraisal District, having coordinates of N:9972699.62, E:4077236.30;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 19349, to the Southwest corner, having coordinates of N:9972573.95, E:4075733.82;

THENCE NORTHERLY with the West line of the said Moss Bluff Development Corp Tract, Parcel ID 19349, to the Northwest corner, same being in the South line of the Moss Bluff Development Corp Tract, Parcel ID 201314, Liberty County Appraisal District, having coordinates of N:9974202.92, E:4075514.52;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 201314, to the Southwest corner, same being in the West line of the 2018 Annexation Tract 9A, having coordinates of N:9974173.44, E:4075147.71;

THENCE NORTHWESTERLY with the East line of the said 2018 Annexation Tract 9A, to an interior ell corner, having coordinates of N:9975118.46, E:4074784.32;

THENCE NORTEASTHERLY with the East line of the said 2018 Annexation Tract 9A, to an exterior ell corner, having coordinates of N:9975617.98, E:4074876.67;

THENCE NORTHWESTERLY with the North line of the said 2018 Annexation Tract 9A, to the Northwest corner, same being in the East line of 2018 Annexation Tract 7, having coordinates of N:9975675.95, E:4074695.32;

THENCE NORTH with the East line of the to the 2018 Annexation Tract 7 to the **POINT OF BEGINNING** and containing .86 square miles, more or less.

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

EXHIBIT “E”
2019 ANNEXATION TRACT 10

Field Note Description for approximately .86 square miles for annexation to
 incorporation of the City of Liberty

COMMENCING at the Northeast corner of the 2018 Annexation Tract 7, having
 coordinates of N:9976113.12, E:4074659.56;

THENCE SOUTHERLY with the East line of the 2018 Annexation Tract 7 to the Northwest
 corner of the Moss Bluff Development Corp. tract, Property ID 201314, Liberty County Appraisal
 District, to the **POINT OF BEGINNING**, point having coordinates of N:9976011.85,
 E:4074667.84,

THENCE EASTERLY with the North line of the said Moss Bluff Development Corp. tract,
 Property ID 201314, to an interior ell corner of said tract, having coordinates of N:9976027.45,
 E:4074834.76;

THENCE NORTHERLY with the West line of the said Moss Bluff Development Corp. tract,
 Property ID 201314, passing through the Northwest corner of said tract to the Southwest corner
 of the now or formerly James McGinty tract, Property ID 19351, Liberty County Appraisal
 District, having coordinates of N:9976328.25, E:4074814.73;

THENCE EASTERLY with the South line of the said James McGinty tract, to a point in the
 Southwest corner of the now or formerly Dani Marian Daniel Brister tract, Parcel ID 19376,
 Liberty County Appraisal District, having coordinates of N:9976424.76, E:4076048.40;

THENCE EASTERLY with the South line of the said Dani Marian Daniel Brister tract, Parcel
 ID 19376, to the Southwest corner or the now or formerly John V Abshier JR tract, Parcel ID
 19304, Liberty County Appraisal District, having coordinates of N:9976500.21, E:4077180.09;

THENCE EASTERLY with the South line of the said John V Abshier JR tract, Parcel ID 19304,
 to a Southwest corner of the Moss Bluff Development Corp Tract, Parcel ID 19344, Liberty
 County Appraisal District, having coordinates of N:9976577.05, E:4078199.34;

THENCE NORTHERLY with a West line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to a Northwest corner, having coordinates of N:9976962.50, E:4078169.56;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to a Northeast corner, having coordinates of N:9977348.97, E:4083889.72;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to the Southeast corner, having coordinates of N:9976984.28, E:4083918.22;

THENCE WESTERLY with a South line of the said Moss Bluff Development Corp Tract,
 Parcel ID 19344, to an interior ell corner, having coordinates of N:9976697.61, E:4079740.70;

Attachment: METES AND BOUNDS OF 1000' AREA EXHIBIT E (ORD-2019-14 : Ord-Annexation)

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to an exterior ell corner, having coordinates of N:9975660.47, E:4079818.99;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to an exterior ell corner, having coordinates of N:9975682.86, E:4080115.63;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to an interior ell corner, having coordinates of N:9975047.17, E:4080170.23;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to a Northeast corner, same point lying in the West edge of FM 563, having coordinates of N:9975171.04, E:4081723.39;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to a Northeast corner of the Moss Bluff Development Corp Tract, Parcel ID 19340, Liberty County Appraisal District, having coordinates of N:9974675.59, E:4081800.36;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an exterior ell corner, having coordinates of N:9974288.16, E:4081860.81;

THENCE WESTERLY with a South line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, having coordinates of N:9974187.55, E:4080603.67;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, having coordinates of N:9974035.77, E:4080615.82;

THENCE EASTERLY with a North line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an exterior corner, having coordinates of N:9974107.18, E:4081508.08;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, same being in the North line of the Moss Bluff Development Corp Tract, Parcel ID 19441, Liberty County Appraisal District, having coordinates of N:9974041.03, E:4081510.49;

THENCE EASTERLY with the North line of the said Moss Bluff Development Corp Tract, Parcel ID 19441, to the Northeast corner, having coordinates of N:9974071.90, E:4081894.91;

THENCE SOUTHERLY with the East line of the said Moss Bluff Development Corp Tract, Parcel ID 19441, to the Southeast corner, same being a Northeast corner of the Moss Bluff Development Corp Tract, Parcel ID 19340, having coordinates of N:9973912.93, E:4081919.75;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to the Southeast corner, having coordinates of N:9973703.56, E:4081954.21;

THENCE NORTHWESTERLY with a South line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to an interior ell corner, having coordinates of N:9973757.91, E:4081741.85;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19340, to a Northeast corner of the Moss Bluff Development Corp Tract, Parcel ID 193444, having coordinates of N:9973633.04, E:4081758.30;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to the Southeast corner, having coordinates of N:9973083.88, E:4081830.67;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to the Southwest corner, having coordinates of N:9972777.69, E:4078169.73;

THENCE NORTHERLY with the West line of the said Moss Bluff Development Corp Tract, Parcel ID 19344, to the Southeast corner of the Moss Bluff Development Corp Tract, Parcel ID 109682, Liberty County Appraisal District, having coordinates of N:9972856.90, E:4078163.82;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 109682, to an interior ell corner, having coordinates of N:9972777.73, E:4077285.29;

THENCE SOUTHERLY with an East line of the said Moss Bluff Development Corp Tract, Parcel ID 109682, to an exterior ell corner, having coordinates of N:9972704.31, E:4077292.42;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 109682, to the Southeast corner of the Moss Bluff Development Corp Tract, Parcel ID 19349, Liberty County Appraisal District, having coordinates of N:9972699.62, E:4077236.30;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 19349, to the Southwest corner, having coordinates of N:9972573.95, E:4075733.82;

THENCE NORTHERLY with the West line of the said Moss Bluff Development Corp Tract, Parcel ID 19349, to the Northwest corner, same being in the South line of the Moss Bluff Development Corp Tract, Parcel ID 201314, Liberty County Appraisal District, having coordinates of N:9974202.92, E:4075514.52;

THENCE WESTERLY with the South line of the said Moss Bluff Development Corp Tract, Parcel ID 201314, to the Southwest corner, same being in the West line of the 2018 Annexation Tract 9A, having coordinates of N:9974173.44, E:4075147.71;

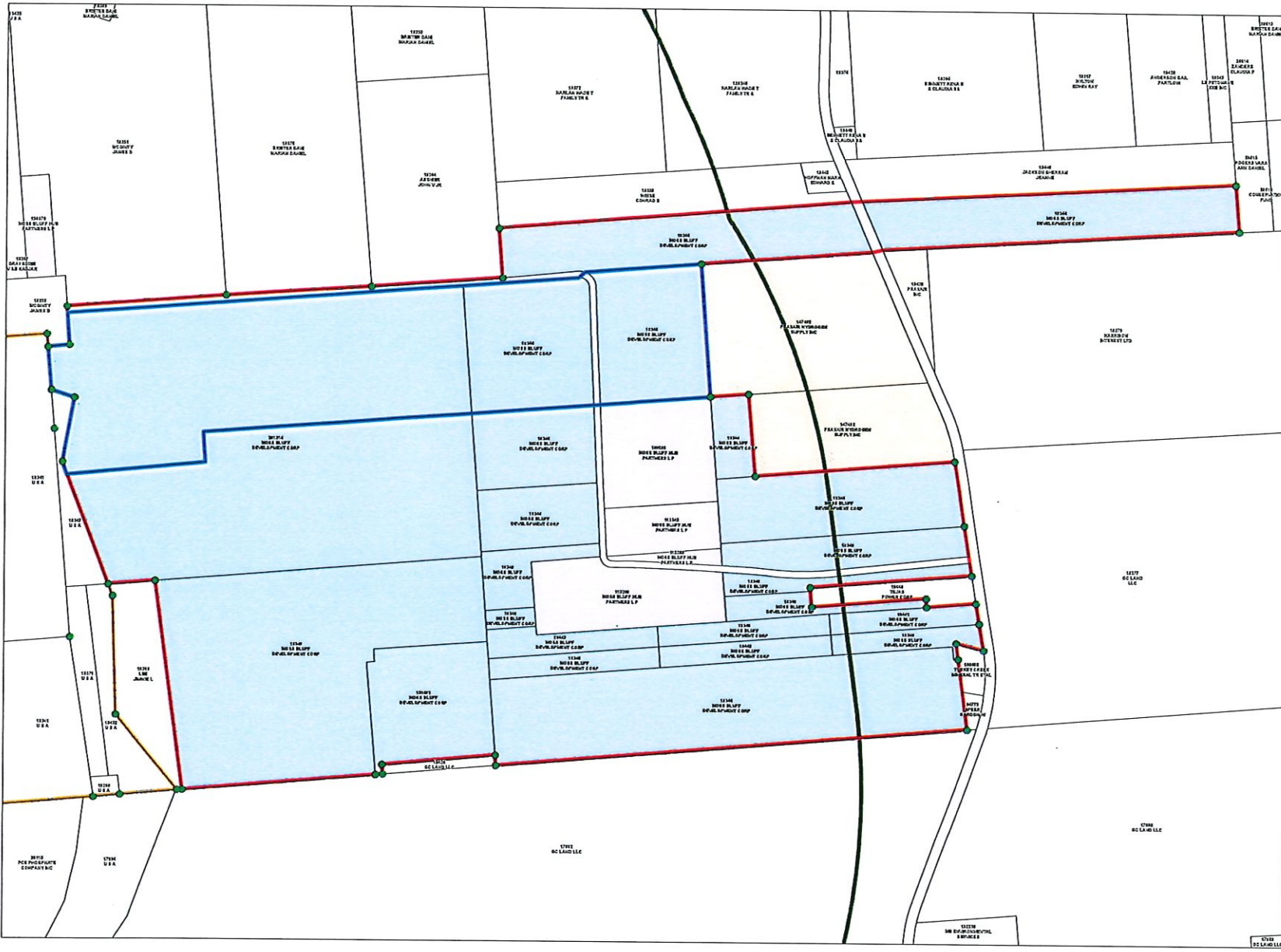
THENCE NORTHWESTERLY with the East line of the said 2018 Annexation Tract 9A, to an interior ell corner, having coordinates of N:9975118.46, E:4074784.32;

THENCE NORTEASTHERLY with the East line of the said 2018 Annexation Tract 9A, to an exterior ell corner, having coordinates of N:9975617.98, E:4074876.67;

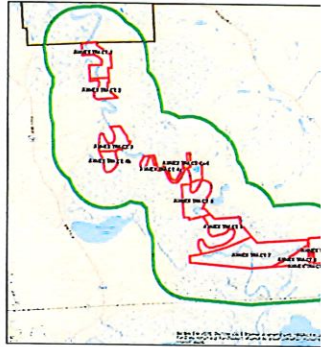
THENCE NORTHWESTERLY with the North line of the said 2018 Annexation Tract 9A, to the Northwest corner, same being in the East line of 2018 Annexation Tract 7, having coordinates of N:9975675.95, E:4074695.32;

THENCE NORTH with the East line of the to the 2018 Annexation Tract 7 to the **POINT OF BEGINNING** and containing .86 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.



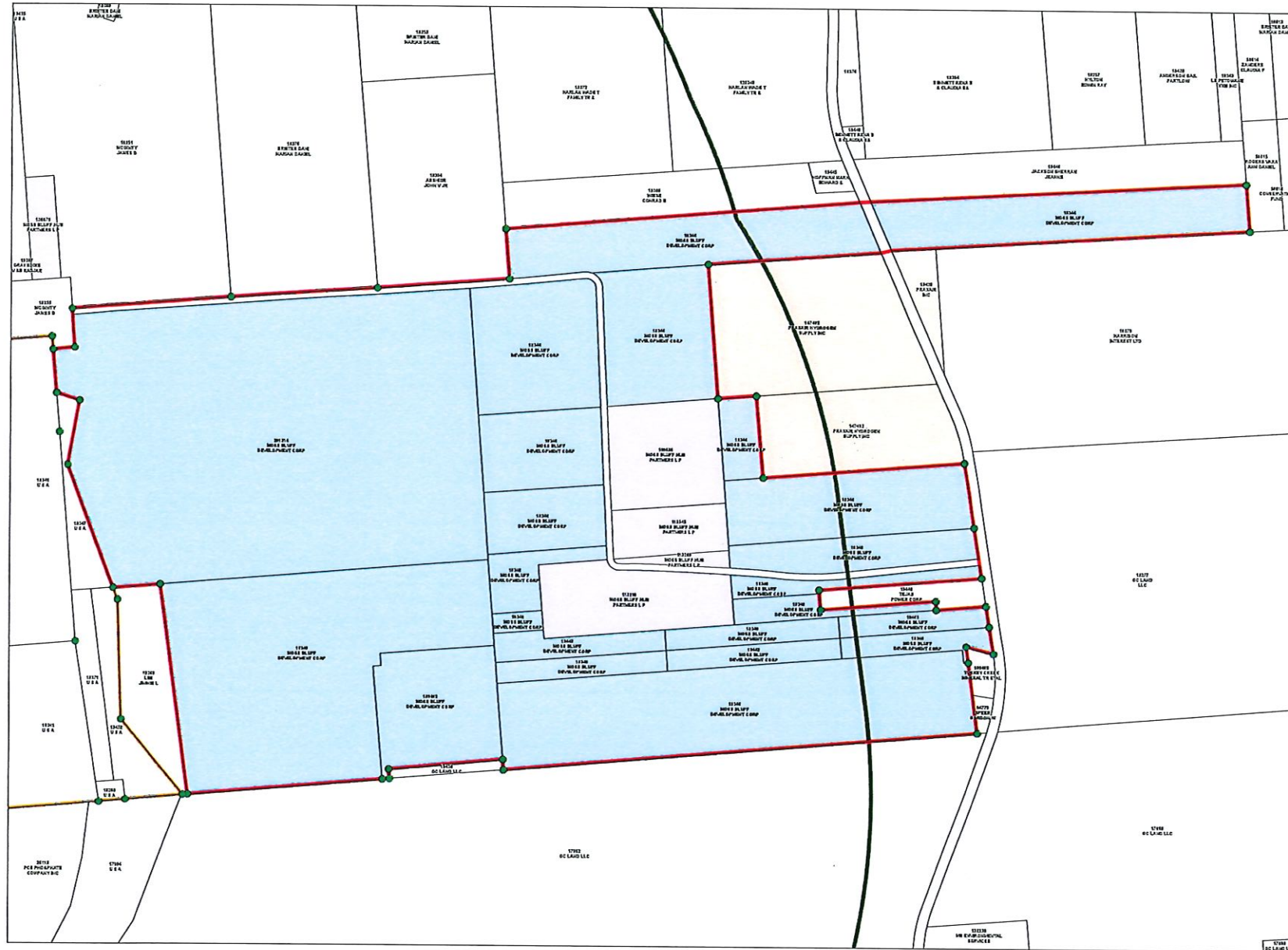
Mark W. Whitele
And Associate
Incorporat
CONSULTING ENGINEER
SURVEYORS, AND PLANN
TBLS Firm No. 1010671
TBPE Firm No. P-263:



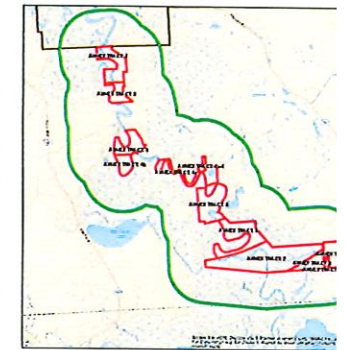
Legend

- 1000' Boundary line
- LCAD Parcels
- PROPOSED_10
- City Boundary
- ETJ - 1 Mile
- MOSS BLUFF DEVELOPMENT CORP
- MOSS BLUFF HUB PARTNERS I
- PRAXAIR

Attachment: Map-1000' Area Exhibit (ORD-2019-14 : Ord-Annexation)



Mark W. Whiteley
And Associate
Incorporat
CONSULTING ENGINEERS
SURVEYORS, AND PLANN
TBLS Firm No. 1010670
TBPE Firm No. F-2635



- Legend
- LCAD Parcels
 - PROPOSED_10
 - City Boundary
 - ETJ - 1 Mile
 - MOSS BLUFF DEVELOPMENT C
 - MOSS BLUFF HUB PARTNERS I
 - PRAXAIR

Attachment: Map-Moss Bluff Agreement Area (ORD-2019-14 : Ord-Annexation)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Miscellaneous Issues

RESOLUTION 2019-6

DOC ID: 4431 A

Subject: CAD Board of Directors Vacancy

Background: The CAD Board of Directors is requesting a nomination, from the various taxing entities, to fill the vacant position on the Board of Directors due to the resignation of Larry Wazeck. After receipt of nominations, the CAD Board of Directors shall elect an individual from the list of nominees. Nominations must be submitted by May 20, 2019.

Mr. Wadzeck's term ends December 31, 2019.

Whereas, the City of Liberty is a voting taxing unit in the Liberty County Central Appraisal District; and

Whereas, each voting taxing unit in Liberty County is entitled to nominate one candidate to fill the vacancy for the Board of Directors position; and

Whereas, these nominations must be submitted to the Chief Appraiser by May 20, 2019 to be eligible to be placed on the ballot for the remaining 2019 term of Larry Wadzeck; and

Therefore, be it resolved, that City of Liberty **nominates** the following candidate for the Liberty County Appraisal District Board of Directors;

Approved this 14th day of May, 2019.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Liberty County Central Appraisal District

P. O. Box 10016 -- 2030 Sam Houston -- Liberty, TX 77575-2916

www.libertycad.com

MEMBERS OF THE BOARD

Larry Wadzeck -- Chair.
Bobby Ray Coats -- Vice Chair.
John Hebert Jr. -- Sec.
Mark Sjolander
Billy Yarbrough
Richard L. Brown -- Ex-Officio



CHIEF ADMINISTRATOR

Lana McCarty

MAIN OFFICE -- LIBERTY

Phone (936) 336-5722

CLEVELAND BRANCH OFFICE

Phone (281) 593-1605

April 4, 2019

To: Voting Taxing Entities

Re: Appraisal District Board of Directors Vacancy

Long standing Board Chairman, Larry Wadzeck, recently resigned from the District's Board of Directors. Property Tax Code Section 6.03(l) describes the procedure for filling this vacancy. Please see below.

Section 6.03(l)

If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

The Board of Directors is requesting nominations to fill the Director's position be submitted by May 20, 2019. The Board will elect by majority vote, at their May 23, 2019 regular scheduled board meeting, someone from the list of nominees to fill the remaining term of Larry Wadzeck which ends on December 31, 2019.

If you have any questions, please feel free to contact me at (936) 336-5722.

Sincerely,

Lana McCarty RPA, RTA, CTA
Chief Administrator

Attachment: CAD Information (RES-2019-6 : CAD-Board of Directors Vacancy)

Liberty County Appraisal District Board of Directors

Chairman	Larry Wadzeck	Dayton, Texas
Vice Chairman	Bobby Ray Coats	Cleveland, Texas
Secretary	John Hebert	Liberty, Texas
Director	Mark Sjolander	Dayton, Texas
Director	Billy Yarbrough	Hardin, Texas
Ex-Officio	Richard Brown	Dayton, Texas



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Sewer System Issues

COUNCIL ACTION 2019-31

DOC ID: 4432 B

Subject: Bowie Street Sanitary Sewer Line

Background: The contractor installing the new sanitary sewer line on US Hwy 90 is having to bypass the wastewater flow from the 24" sewer line on Bowie Street around their work area. Recently the bypass pumping failed causing an overflow at the corner of Grand and Bowie Streets. When City crews uncovered the line, they found that the top portion of the corrugated metal pipe was basically non-existent. Additionally, the contractor found the pipe in the same condition where they were to tie into a new manhole at Bowie and US Hwy 90. During the last several months City crews have had to repair this line multiple times. One of the pipe failures was at Bowie and Sam Houston Streets which had resulted in a sinkhole in the intersection. The best method to repair the line is to use a method called cured in place pipe (CIPP). CIPP is a jointless, seamless, pipe-within-a-pipe. A liner is inserted into the pipe using water, steam or air pressure. Hot water or steam is used to accelerate the curing rate of the resin in the liner. Service laterals are restored internally with robotically controlled cutting devices. The proposed work has been divided into sections to expedite the repairs to the sections of pipe needing immediate attention. Costs for the various sections have not been received from the contractors at this time. A bid tab will be provided to City Council during the meeting. Pictures of the sanitary sewer line at Bowie and Grand Streets are enclosed.

Fiscal Impact: The cost to repair all sections of this line could be as high as \$0.5 to \$1.0 million. It is anticipated that Cambridge funds would be used to fund this project.

Staff Recommendation: Staff's recommendation will be provided during the meeting.







The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.C.1

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION 2019-32

DOC ID: 4429

Subject: Action Taken Following an Executive Session.
Gov. Code §551.074 - Personnel Matters.

Background: A vote on a matter deliberated in a closed session may only be made in an open meeting that is held in compliance with the notice provisions.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.C.2

Meeting: 05/14/19 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION 2019-33

DOC ID: 4430

Subject: Action Taken Following an Executive Session
Gov. Code §551.087 - Economic Development Negotiation.

Background: A vote on a matter deliberated in a closed session may only be made in an open meeting that is held in compliance with the notice provisions.