



The City of Liberty City Council

Regular Meeting

~ Agenda ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, April 13, 2021

6:00 PM

City Hall - Liberty Center

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 Driggers	☐	☐	☐	
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 # 5050)

City Manager's Report - City Manager Tom Warner - Topics include FEMA, Chamber Banquet, Power Outages, Audio/Video System for City Hall, COVID, and Electric Projects.

- City Manager's Report April 13 2021 (DOCX)

B. Information Item (ID # 5052)

Finance Report - Assistant City Manager / CFO - Naomi Herrington

C. Information Item (ID # 5051)

Department Reports

- Fire Department Monthly Report (March 2021) (XLS)
- Golf Course Monthly Report (March 2021) (PDF)
- Inspections Monthly Report (March 2021) (PDF)
- Library Monthly Report (March 2021) (PDF)
- Police Department Monthly Report (March 2021) (PDF)
- Public Works Monthly Report (March 2021) (DOCX)
- City of Liberty Construction Monthly Report (March 2021) (DOCX)

D. Information Item (ID # 5054)

Sam Rayburn Municipal Power Agency - Mayor Pickett

E. Information Item (ID # 5064)

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, March 09, 2021
2. Tuesday, March 16, 2021
3. Tuesday, March 23, 2021
4. Wednesday, March 31, 2021

B. Resolution (ID # 5059)

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DECLARING ENGINE 24 AS SURPLUS PROPERTY AND ENTERING INTO A LISTING AND COMMISSION AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS.

C. Resolution (ID # 5057)

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ENTERING INTO A LEASE AGREEMENT WITH GARY BEARD FOR USE OF THE HOUSE AT THE LIBERTY MUNICIPAL AIRPORT.

- EXHIBIT A - Gary Beard Lease (PDF)

D. Resolution (ID # 5070)

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS,

ENTERING INTO AN AGREEMENT WITH PYRO SHOWS OF TEXAS, INC. FOR THE CITY'S JULY 3, 2021 FIREWORKS DISPLAY AND CELEBRATION.

- CONTRACT - Liberty - 7.3.2021 (PDF)

VII. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 5062)

Mr. Ashley Davis will address the Council regarding the Liberty Food Festival that happened in March 2021.

- Exhibit A - Liberty Food Festival (PDF)

2. Ordinance (ID # 5060)

Consider an appeal from Mr. Gerald Brooks related to a Notice of Violation issued pursuant to the Manufactured Home Ordinance.

- EXHIBIT A - Gerald Brooks Permit Application (PDF)
- EXHIBIT B - Building Official Notice of Violation (PDF)

3. Resolution (ID # 5061)

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING CHANGE ORDER NO. 5 AND AUTHORIZING FINAL PAYMENT TO ALLCO, INC. IN THE AMOUNT OF \$260,869.73.

- ltr-210210-Recommendation-26-FINAL (PDF)

4. Resolution (ID # 5063)

CONSIDER A RESOLUTION OF THE CITY COUNCIL OF LIBERTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

- Liberty Table 2 4.5.21 (PDF)
- Liberty 21-22 CD Project Map_Optimized_Revised (PDF)

5. Resolution (ID # 5065)

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GDS ASSOCIATES, INC. TO PERFORM A FINANCIAL REVIEW, ALLOCATED COST OF SERVICE AND RETAIL RATE STUDY FOR THE ELECTRIC SYSTEM.

- City of Liberty GDS Letter Proposal Final 4-6-21 (PDF)

6. Ordinance (ID # 5058)

CONSIDER 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 4, 2021; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE.

B. Executive Session**1. Tx. Gov. Code §551.086 - (Municipal Utilities) Certain Public Power Utilities: Competitive Matters**

- Discussion regarding competitive electric utility rates.

2. Tx. Gov. Code §551.071 - Private Consultation with Attorney

- Discussion with Attorney regarding contemplated/pending litigation.

3. Tx. Gov. Code §551.072 - Deliberation about Real Property

- Discussion regarding real property

C. Reconvene into Regular Session**1. Council Action (ID # 5066)**

Consider and take action on electric utilities as discussed in executive session.

2. Council Action (ID # 5067)

Consider and take action on contemplated litigation discussed in executive session.

3. Council Action (ID # 5068)

Consider and take action on purchase of real property.

4. Resolution (ID # 5056)

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH SCOTT NEAL FOR USE OF THE CLUBHOUSE/RESTAURANT AT THE LIBERTY MUNICIPAL GOLF COURSE.

- EXHIBIT A - Lease Agreement with Scott Neal (DOCX)

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

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 9th day of April, 2021 at 5:00 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.

April Gilliland

April Gilliland, 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 _____, 2020.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5050)

DOC ID: 5050

Subject: City Manager's Report

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

Memo

To: Mayor & City Council
From: Tom Warner, City Manager
Date: April 13, 2021
Re: City Manager Report

1. The City received a press release from FEMA indicating they were updating the National Flood Insurance Program's pricing methodology to communicate flood risk more clearly. The purpose of this update will allow policyholders to make more informed decisions on the purchase of adequate insurance and on mitigation actions to protect against the perils of flooding. The following is a link to FMEA's website providing more details of the new rating procedure: <https://www.fema.gov/press-release/20210401/fema-updates-its-flood-insurance-rating-methodology-deliver-more-equitable>. It is estimated that 86% of the policy holders in Texas will see an increase in their annual premiums.
2. The Annual Liberty-Dayton Chamber of Commerce Awards Banquet is scheduled for 6:30 p.m. on Friday April 23, 2021. This year's meeting will be held at the Dayton Community Center. The theme will be Hawaiian Nights and will allow attendees to mix and mingle as they wish, enjoy chicken and/or beef fajita dinner, desert and presentations acknowledging the Citizen of the Year recipients. Please contact April if you wish to attend and the City will reserve a table.
3. On March 2, 2021, a switch on top of one of the transformers at the Liberty Substation failed and resulted in an outage. Although the new switch has not been delivered, Entergy Wholesale Operations Marketing (EWOM) requires a minimum of two-week notification that the City will be offline. An approximate four (4) hour city wide outage will be required to replace the damaged switch. The outage is tentatively scheduled for from Midnight to 4:00 a.m. on Sunday, April 25th.
4. In addition to the switch failure, the City has experienced several City-wide outages during the last few weeks. These City-wide outages have been caused by a disruption of transmission service from Entergy and not by the City's electrical system.
5. The sound system for the City Council Chambers and the Liberty Center has quit working. Staff is currently reviewing options to replace the fifteen-year-old system and make any necessary improvements to the audio/visual capabilities of both rooms.

Attachment: City Manager's Report April 13 2021 (5050 : City Manager's Report)

6. The general summary of the Liberty County COVID-19 Data for the weeks of March 2, 2021 to March 30, 2021 are provided below:

	<u>3/2/21</u>	<u>3/16/21</u>	<u>3/23/21</u>	<u>3/30/21</u>
Total Cases	5221	5476	5587	5685
Active Cases	677	775	789	834
Death Related	153	159	168	168
Recovered Cases	4391	4542	4630	4683
New Cases	222	255	109	98
North	71	112	48	59
South	151	143	61	39

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

<u>Project</u>	<u>Complete</u>	<u>Estimated Cost</u>	<u>Spent to Date</u>
a. Pine Place Subdivision*	47%	\$ 63,137	\$ 29,706
b. Featherstone Subdivision*	50%	\$126,186	\$ 62,866
c. Whittington Subdivision*	68%	\$242,236	\$166,134
d. Live Front Transformer	119%	\$214,004	\$255,571
e. Beaumont #3 Lateral	84%	\$383,748	\$320,776
f. UG Primary	76%	\$190,000	\$144,892
g. OH Transformer Platform	56%	\$ 64,819	\$ 36,596
h. Regency Place*	71%	\$270,040	\$192,178
i. Travis Park*	97%	\$332,000	\$323,198
j. Street Lighting	73%	\$331,318	\$242,993
k. Beaumont #2 Laterals	87%	\$724,548	\$630,102
l. Beaumont #4 Laterals	85%	\$416,365	\$354,116
m. Beaumont #5 Laterals	79%	\$358,916	\$283,889
n. Liberty #1 Laterals	49%	\$ 59,280	\$ 28,747
o. Liberty #2 Laterals	30%	\$175,000	\$ 53,247
p. Liberty #3 Laterals	4%	\$126,266	\$ 5,612
q. Liberty #4 Laterals	98%	\$230,000	\$224,385
Totals		\$4,307,863	\$3,355,008

* These projects have been completed. The remaining funds will be reallocated to the other projects and approved by City Council.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5052)

DOC ID: 5052

Subject: Finance Report

Background: This agenda item affords the Assistant City Manager/CFO the 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: 04/13/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5051)

DOC ID: 5051

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: March 1 to March 31, 2021

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 37 Mutual Aid 8

Number Of Runs: (EMS Only) 911 Calls 125 Mutual Aid 3
 Transfers-Out of Town 56 Transfers-In Town 7 Dialysis 6

Other Information: _____
 Total of payments that have been received at the Fire Department for EMS is: \$74,391.64

EMS Payments received at Fire Department: Year to Date (fiscal): \$286,063.75
 Year to Date (calendar): \$161,359.28

Attachment: Fire Department Monthly Report (March 2021) (5051 : Department Reports)

GOLF COURSE MONTHLY REPORT - MARCH 2021

Maintenance Activities

Spraying greens with liquid nutrients

Sprayed greens for disease (2 times)

Mowing outer roughs

Cut small trees in ditch, front of 6 Green

Trimming sucker growth on trees around course

Picking up limbs and sticks that have been piled up at base of trees

Remove broken shoe brushes and old sign holders from ball washers

Marketing Activities

Golf Course Facebook Page has 217 "likes." You can find the Golf Course Facebook Page here: <https://www.facebook.com/LibertyMunicipalGolfCourse/>.

You can find the golf course website here: <http://www.libertygolfcourse.com/>

Sales Report (March 1 – March 31)

MONTH	SALES ITEMS (UNITS)			
	Green Fees	Golf Cart Fees	Range Fees	Merchandise & Equipment
January 2021	823	794	156	302
February 2021*	556	537	64	264
March 2021	965	898	151	377

*Course was closed due to Winter Storm Uri

Liberty Municipal Golf Course Construction Schedule Duininck Golf

Today's Date: 03/04/2021	3/29/2021	4/5/2021	4/12/2021	4/19/2021	4/26/2021	5/3/2021	5/10/2021	5/17/2021	5/24/2021	5/31/2021	6/7/2021	6/14/2021	6/21/2021	6/28/2021	7/5/2021	7/12/2021	7/19/2021	7/26/2021	8/2/2021	8/9/2021	8/16/2021	8/23/2021	8/30/2021	9/6/2021
Liberty Municipal Golf Course																								
Mobilization																								
Erosion Control & SWPPP																								
Clearing & Grubbing																								
Earthmoving & Shaping																								
Subsurface Drainage																								
Green Construction																								
Tee Construction																								
Better Billy Bunker Construction																								
Irrigation																								
Concrete Cart Path																								
Grassing																								

CITY OF LIBERTY

INSPECTIONS & PERMITS MONTHLY REPORT

Mar-21

PLAN REVIEW

# of Plans Reviewed	4	
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BUILDING PERMITS

Commercial Building Permits - New	0	
Commercial Building Permits - Renovation/Remodel	3	
Commercial Building Permits - Addition/Expansion	0	
Residential Building Permits - New (Single Family)	1	
Residential Building Permits - New (Multi-Family)	0	
All Other Permits Issued	67	

CERTIFICATE OF OCCUPANCY

Commercial C of O's Issued	2	
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FEE REVENUE

Permit Fee Revenue	\$	11,465.38
Tap Fee Revenue	\$	1,350.00

Attachment: Inspections Monthly Report (March 2021) (5051 : Department Reports)

MARCH 2021-COMMERCIAL

VAPOR 100	2007 HWY 146 BYPASS	COMMERCIAL OCCUPANCY
		SIGN
STAR LOAN STRIP MALL	1320 N MAIN STREET UNIT C	PLUMBING
		ELECTRICAL
	1320 N MAIN STREET UNIT D	PLUMBING
		ELECTRICAL
	1320 N MAIN STREET UNIT E	PLUMBING
		ELECTRICAL
	1320 N MAIN STREET UNIT F	PLUMBING
		ELECTRICAL
	1320 N MAIN STREET UNIT G	ELECTRICAL
FREEDOM CHURCH OF DAYTON TEXAS	1011 N MAIN STREET	COMMERCIAL OCCUPANCY
		REMODEL
FUEL MAXX	1025 N MAIN STREET	ELECTRICAL
		PLUMBING
ADVANTAGE STORAGE	1609 LAKELAND DRIVE	ELECTRICAL
7-ELEVEN	2000 HWY 90	SIGN
CHAD FINCH	2200 MARTIN LUTHER KING	REPAIRS/REMODEL
DOLLAR TREE	2914 N MAIN	SIGN
CATHOLIC CHURCH	411 MILAM	MECHANICAL
FJB PROPERTIES LLC	2106 SAM HOUSTON STREET	REMODEL

Attachment: Inspections Monthly Report (March 2021) (5051 : Department Reports)

Liberty Municipal Library March 2021 Report

The staff have been working on a totally new format for the Summer Reading Program because of COVID-19. Rather than live programs in the theater, we will offer recorded entertainment that will be shown online. We have booked one recorded professional entertainment show with an old favorite, Julian Franklin, and we will also book a musical entertainer. Children will be able to watch the programs on their home computers or on the library's computers. We will also do several online craft demonstrations and send kids home from the library with all the supplies needed to do the craft. The programs will be available online for everyone.

We will encourage children to read by rewarding their achievements with small weekly prizes, and we will have prize drawings at the end of the program. Local businesses are donating food coupons and other items to include as prizes, and the Show Biz Cinema in Baytown has contributed four movie passes.

Administrative Assistant Amber Ursprung has prepared displays for the summer reading theme, Tales and Tails. A window decoration has been completed, the tree in the library has sprouted new leaves, and tropical birds are adorning its limbs, ready to delight all our summer reading kids. Amber has worked very hard on the displays. Amber's extremely large papier mache book-hoarding dragon, Ceelo Blue, has recently morphed into his brother, Forest Ceelo, a forest dragon. He recently appeared in the local media to announce that the Summer Reading Program will be back this summer.

Teen/Young Adult Library Technician Kaylyn Erskins is working on a summer program for teens. The program will be conducted through online discussion boards. She is coming up with ideas for an interesting program. Gail Williamson does Interlibrary Loans and Emily House files shelf list cards, among their many other duties. Mike Kaiser keeps everything sanitized to keep patrons and staff safe from COVID-19.

Our online presence is growing. Children's Librarian Katie Edgell and Bilingual Library Technician Maggie Varela have two new series, a story presentation for older children, and Sleepy Time Story Time for little ones, and they are shown monthly on Saturday evenings. The other programs include Story Time, Craft More at the Liberty Municipal Library, and Experiment More at the Liberty Municipal Library, which is a STEM (science, technology, engineering, and math) program.

In the March craft demonstrations Maggie and Katie built a papier mache volcano. In an experiment demonstration they used vinegar and baking soda to cause the volcano to erupt. In other craft presentations they demonstrated how to make paper inch worms that really inched their way across a table, and they created colorful artwork with salt and glue. The slime craft was absolutely their favorite, and it was no doubt popular with children who participated in the craft at home.

The live Story Time and craft programs are shown on Facebook, and afterwards can be viewed any time on YouTube and Facebook. Non-live programs are edited by Katie with Filomara editing software and are posted on YouTube and Facebook. Katie has really mastered smooth transitions and graphics, and the videos are very enjoyable. They look as if they were professionally done.

To watch the Liberty Municipal Library's online programs, go to Liberty Municipal Library's Facebook and YouTube by typing @Libertymunicipallibrary, and the library's website <https://liberty.ploud.net/>. The library also has an Instagram presence, and both Katie and Maggie are responsible for keeping all the social media up to date. The Instagram page can be found at <https://www.instagram.com/Libertymunicipallibrary>.

Staff have been getting the word out about the library's online programs and the Summer Reading Program via the library's website, Facebook, Instagram and YouTube, and a news article about the online programs recently appeared in all the local media. In March 45 people watched the live perform

1,482 watched the recorded programs. Attendance is growing significantly. Dana and Katie write the news articles promoting the programs for the local media.

In March Katie participated in a webinar, "Summer Reading Boot Camp," and Library Director Dana Abshier participated in two webinars on library programming.

The fire alarm was repaired in March. It had been knocked out by a surge during a recent power outage and several components were destroyed. It is working properly now.

Displays for the month included Women's History Month, featuring books about and written by women. A window display was set up with an inspiring quote, "Here's to Strong Women, May We Know Them, May We Be Them, May We Raise Them!" At the end of the month an Easter display featured books about bunnies, and cut out easter eggs were made available for little ones to color. The antique display case also featured Easter bunnies and eggs, etc.



Katie Edgell and Maggie Varela



Kaylyn Erskins



The slime craft



The recording setup



Katie and Maggie in a recorded craft demonstration



Slime!



For

Liberty Municipal Library Monthly Report October 2020 through March 2021

Circulation	October	November	December	January	February	March
Spanish Materials Circulation	46	48	19	21	52	41
Total Adult & YA Circulation All Formats	1,523	1,480	1,311	1,600	1,493	1,731
Total Juvenile Circulation All Formats	1,011	1,112	840	1,007	929	1,031
Total Circulation All Formats	2,534	2,592	2,151	2,607	2,422	2,762
Reference Services						
In-house Reference	150	81	126	158	126	199
Telephone Reference	238	90	161	192	162	87
Public Computer Assistance	78	66	74	75	59	168
Collection Statistics						
Total Volumes in Collection	52,237	52,430	52,530	52,736	52,890	52,993
Total Titles in Collection	63,667	64,024	64,329	64,493	64,862	65,145
Cataloging						
Books Cataloged	126	250	161	155	116	115
DVD/ Blu-Rays Cataloged	14	19	2	2	0	0
Audiobooks & Music CDs Cataloged	0	0	1	0	0	0
Periodical Cataloged	54	54	45	55	47	73
Building Use/ Programs/Public Relations						
Meeting Room/Pavilion Use	0	0	0	0	0	0
Online Story Time/Craft Programs	5	5	6	6	6	4
Online Story Time/Craft Attendance	564	215	420	349	450	1,912
Misc. Children's Programs/Tours	0	0	0	0	0	0
Misc. Children's Programs/Tours Attendance	0	0	0	0	0	0
Adult/YA Programs Attendance	0	0	0	0	0	0
Live Story Time/Craft Programs	5	5	6	6	6	8
Live Story Time/Craft Attendance	42	22	45	31	36	69
Patron Count/ Volunteers						
Total Active Accounts In-City Patrons	3,126	3,108	3,093	3,067	3,058	3,047
Total Active Accounts Out-of-City Patrons	4,819	4,811	4,802	4,782	4,748	4,724
Total Volunteers	0	0	0	0	0	0
Total Volunteer Hours	0	0	0	0	0	0
Patron Visits Count	1,405	1,355	1,200	1,316	1,242	1,651
Public Use Technology						
Wireless Users Estimate	6	6	18	21	21	21
Public Computers Users This Month	151	199	143	164	139	204
Hours of Patron Computer Use	104	103	69	91	78	122
Website Sessions: Ploud, Online Catalog	9,976	2,117	1,807	2,064	1,705	1,846
Social Media Sessions: Facebook, Instagram	6,772	3,649	3,059	2,653	2,991	7,067

Attachment: Library Monthly Report (March 2021) (5051 : Department Reports)

YEARLY ACTIVITY REPORT FOR 2019													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVIT
CALLS FOR SERVICE	1593	1421	1566	1825	1984	1958	1985	1714	1695	1772	1530	1682	20725
OFFENSES REPORTED	75	66	76	91	95	75	77	73	63	85	83	93	952
OFFENSES CLEARED	17	12	13	15	7	12	14	14	11	18	12	14	159
OFFENSES EXCEPTIONALLY CLEARED	2	2	2	1	1	1	0	4	2	4	1	2	22
TRAFFIC CITATIONS	61	57	71	77	91	47	48	42	26	32	23	64	639
TRAFFIC ACCIDENTS	30	27	36	41	30	29	30	26	28	40	37	28	382
WARNING TICKETS	146	125	120	110	329	127	178	119	120	149	71	148	1742
ARRESTS	43	22	32	41	69	50	28	33	29	42	41	37	467
ANIMALS HANDLED	52	39	21	29	73	77	93	57	81	51	33	56	662
ALARM CALLS	54	69	16	91	97	86	68	69	89	64	53	60	816
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0	0	0	0	0
YEARLY ACTIVITY REPORT FOR 2020													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVIT
CALLS FOR SERVICE	1577	1344	1444	1351	1444	1384	1314	1371	1298	1491	1493	1282	16793
OFFENSES REPORTED	76	60	63	52	70	44	57	52	45	54	46	67	686
OFFENSES CLEARED	13	11	19	5	12	4	3	10	14	8	3	2	104
OFFENSES EXCEPTIONALLY CLEARED	0	0	5	2	4	1	2	0	1	2	0	0	17
TRAFFIC CITATIONS	28	36	48	12	23	18	25	44	17	24	7	6	288
TRAFFIC ACCIDENTS	23	27	17	24	27	22	27	23	24	26	31	22	293
WARNING TICKETS	86	80	62	22	94	68	53	62	68	64	19	10	688
ARRESTS	31	37	32	19	28	19	25	34	20	29	21	32	327
ANIMALS HANDLED	76	64	41	20	38	67	30	43	52	43	39	44	557
ALARM CALLS	51	56	42	56	42	67	62	60	56	49	40	47	628
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0	0	0	0	0
YEARLY ACTIVITY REPORT FOR 2021													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVIT
CALLS FOR SERVICE	1319	1402	2602										
OFFENSES REPORTED	52	37	79										
OFFENSES CLEARED	4	2	42										
OFFENSES EXCEPTIONALLY CLEARED	4	3	1										
TRAFFIC CITATIONS	10	70	187										
TRAFFIC ACCIDENTS	22	18	34										
WARNING TICKETS	8	117	214										
ARRESTS	29	18	37										
ANIMALS HANDLED	13	30	58										
ALARM CALLS	49	40	57										
GARAGE/YARD SALES	0	0	0										

Attachment: Police Department Monthly Report (March 2021) (5051 : Department Reports)

MONTH OF: March 2021

TO: TOM WARNER, CITY MANAGER

FROM: GARY MARTIN, CHIEF OF POLICE

BELOW IS A LIST OF THE ACTIVITIES OF THE LIBERTY POLICE DEPARTMENT.

ACTIVITY	NUMBER
CALLS FOR SERVICE	<u>2602</u>
OFFENSES REPORTED	<u>79</u>
OFFENSES CLEARED	<u>42</u>
EXCEPTIONALLY CLEARED	<u>1</u>
TRAFFIC CITATIONS	<u>187</u>
TRAFFIC ACCIDENTS	<u>34</u>
WARNING TICKETS	<u>214</u>
ARRESTS	<u>37</u>
ANIMALS HANDLED	<u>58</u>
ALARM CALLS	<u>57</u>
GARAGE/YARD SALES	<u>0</u>

ARREST BY OFFENSE
MONTH OF: March 2021

OFFENSE	NUMBER ARRESTED
HOMICIDE	0
SEXUAL ASSAULT	0
ROBBERY	0
ASSAULT	4
BURGLARY	0
THEFT	0
MOTOR VEHICLE THEFT	0
CRIMINAL MISCHIEF	0
FORGERY	0
FALSE REPORT TO PEACE OFFICER	0
RESISTING ARREST	2
DISORDERLY CONDUCT	1
PUBLIC INTOXICATION	9
UNLAWFULLY CARRYING A WEAPON	1
POSSESSION CONTROLLED SUBSTANCE	6
CITY ORDINANCE VIOLATION	0
DRIVING WHILE INTOXICATED	4
NO INSURANCE	0
DRIVING WHILE LICENSE SUSPENDED	0
CRIMINAL TRESPASS	0
RECKLESS DRIVING	0
RECKLESS CONDUCT	0
ALL OTHER	10
Total	37

SUMMARY OF ACTIVITY DETECTIVE DIVISION

MONTH OF: March 2021

OFFENSE	REPORTS ASSIGNED	OFFENSES CLEARED
HOMICIDE	0	0
SEXUAL ASSAULT	1	0
ROBBERY	0	0
ASSAULT	15	2
BURGLARY	0	0
THEFT	12	1
AUTO THEFT	4	0
FORGERY	0	0
CRIMINAL MISCHIEF	2	0
WEAPONS	1	0
NARCOTICS	4	0
ALL OTHER	40	8
TOTALS	79	11

EXCEPTIONALLY CLEARED:

	149
Theft	84
Assault	17
Credit/Debit Card Abuse	4
Criminal Mischief	8
Burglary	10
Evading Arrest	3
Auto Theft	3
Hinder Secured Creditor	7
Criminal Trespass	2
Aggravated Robbery	1
Fail to comply with requirements on striking unattended vehicle	1
Poss of Marijuana	1

Terrorist Threat	1
Reckless Driving	1
Fraudulent Destruction of Writing	1
Duty upon striking fixed object	1
Sex Offender Duty to Register	1
Forgery of Financial Instrument	2
Violation of Protective Order	3
Possession of CS	1
(Deception) Forgery	1
Hit & Run	1
Forgery	1
Injury Elderly Person	2
Resist Arrest Search & Seizure	1

Attachment: Police Department Monthly Report (March 2021) (5051 : Department Reports)

ANIMAL CONTROL REPORT

MONTH OF March 2021

109 Calls for Service

41 Dogs Impounded & Boarded

2 Reclaimed by owner

0 Adopted to new owner

0 Sent to Rescue

0 Fostered to temporary home

0 Quarantined (Disease Check)

3 Euthanized & Disposed of

36 Still Boarded

0 Died in Shelter (due to poor health)

3 Cats Impounded & Boarded

0 Reclaimed by owner

0 Adopted to new owner

0 Fostered to temporary home

0 Quarantined (Disease Check)

0 Euthanized & Disposed of

11 Still Boarded

0 Died in Shelter (due to poor health)

0 Animals Euthanized (prior to required waiting period)

8 Deceased Animals picked up

0 Clinic pick ups

6 Wild Animals handled (raccoon, skunk, etc)

58 Total Animals Handled

Animal Control Officers: Matthew Kelly & Joel Villegas

Part Time Animal Control Officer:

Attachment: Police Department Monthly Report (March 2021) (5051 : Department Reports)

MARCH / / 2021 / /

PUBLIC WORKS MONTHLY REPORT

STREETS DEPARTMENT -THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION

This Month's Notes

**JAMES
REDDING –
STREETS
DIRECTOR**

Notes:

- Patched around town
- Cleaned ditches on Briar
- Swept streets
- Cleaned ditch on Industrial
- Cleaned culvert pipes on Industrial
- Repaired sidewalk on Valley
- Cleaned inlets
- Washed and cleaned equipment
- Repaired street cuts
- Repaired pipe separation on Briar Grove
- Installed driveway culverts on Sharon
- Repaired storm drain pipe on Kentucky
- Checked flood control pumps every Monday
- Repaired storm drain on Travis
- Repaired curb on Sam Houston
- Repaired storm drain pipe on Noble
- Repaired sidewalk on Noble
- Serviced slope mower and tail mower tractors
- Repaired curb on Missouri and Lamar



***FLASHBACK: CHALLENGING CAVITY ON TEXAS ST AT HOLLY ST.
NOVEMBER 2019***

FIXING THESE STREETS

Streets:						
	Graded:					Miles
	Swept:				38	Hours
	Street cut repairs:				8	Each
	Curb & Gutter Repair:				128	Feet
Drainage:						
	Ditch Cleaning:				400	Feet
	Culvert Installation:				48	Feet
	Catch Basin/inlets cleaned:				763	Each
	Levee Inspection:				Yes	
	Flap gate Debris Removal:					
Spraying:						
	Herbicide:					Gallons
	Mosquito:					Miles
Signs:						
	Installed					Each
	Repaired/ Replaced					Each

PARKS DEPARTMENT

MEASURE TWICE, CUT ONCE!!!

Work completed

TOM TULLOCK – PARKS

Work Completed:

Fields:

Work Performed: Picked up trash and maintained as needed. Mowed 3 times and weedeated as needed.

Restrooms:

Work Performed: Washed all restrooms twice a week and cleaned and swept as needed. Replaced toilet paper and other things as needed also. Disinfected restrooms every other day due to Corona Virus.

Concession Stands:

Work Performed: Picked up trash and debris around concession stands as needed every day. Pressure washed all of them.

Splash Pad:

Work Performed: CLOSED UNTILL FURTHER NOTICE... Mowed and weedeated as needed.

Jogging Trail:

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

Attachment: Public Works Monthly Report (March 2021) (5051 : Department Reports)

Playground Equipment:

Work Performed: Checked and made sure all playground equipment was in good working order. Picked up trash and other debris around them. Sprayed big playground with weed killer, the weeds were starting to grow through the chips.

-

Pocket Parks:

Work Performed: Picked up trash and other debris every day. Changed trash barrels as needed in all pocket parks.

Trees:

Work Performed: Cut down trees that had been twisted off or rotted throughout park. Picked up limbs as needed, trimmed all trees along roadway in park.

Flags:

Work Performed: Checked flags every day for damage.

Notes:

1. Filled holes throughout park.
2. Disinfected all playground equipment at the municipal park and all pocket parks.
3. Picked up limbs throughout park
4. Removed dirt from dugouts at the softball complex.
5. Pressure washed all bleachers and dugout benches at all complexes and pressure washed the concession stands.
6. Tilled all fields for baseball and softball and got fields ready to play on.



PARKS BALL FIELDS GETTING READY FOR THE SEASON: REMOTE LIGHTING COMPLETED

Attachment: Public Works Monthly Report (March 2021) (5051 : Department Reports)

AMERICA RUNS ON GOOD CLEAN WATER!

**MARK REED – WATER / WASTE
WATER DIRECTOR**



WATER METER INVESTIGATION ON OIL FIELD RD. ROBERT EDMONDS

Attachment: Public Works Monthly Report (March 2021) (5051 : Department Reports)

MONTHLY WATER REPORT

MONTH – MARCH - 2021

REPAIRS COMPLETED

33	WATER REPAIRS
22	SEWER REPAIRS

LINE MAINTENANCE (CAMEL)

30 / 663	HOURS OF OPERATION / TOTAL
4000	FEET OF SEWER LINE CLEARED / CLEANED
6	MANHOLES CLEANED

WORK COMPLETED

0	MANHOLE REPAIRS
22	SEWER STOPAGES
34	METER REPAIRS /CHANGED /REPROGRAMED
3	RADIO REPLACEMENTS
3	WATER TAPS
1	SEWER TAPS
7	CUSTOMER PROBLEMS
84	LOCATE LINES
84	TEXAS 811 LINE LOCATES
2	METER BOXES REPLACED
0	METER LIDS REPLACED
1	CLEANOUTS REPLACED / INSTALLED
1	PULLED METERS
39	CUSTOMER REQUESTED TURN ON
21	CUSTOMER REQUESTED TURN OFF
17	CUT OFF SERVICE
63	RECHECKS

MISC:

HARDIN & AMES READINGS CHECKED DAILY

CLOSED 66 WORK ORDERS

MONTHLY OPERATIONS

2 DAILY	FREQUENCY THAT WATER WELLS ARE CHECKED
40	DISINFECTANT WATER SAMPLES THAT ARE TAKEN
10	SAMPLES FOR MONTHLY MONITORING-CHLORINE REPORT
X2/WKLY	FRQUENCY THAT LIFT-STATIONS ARE CHECKED
MONTHLY	END LINE FLUSHING



**BEAUMONT ELECTRICAL
SUBSTATION**

ELECTRICAL DEPARTMENT

WE POWER LINES THAT POWER LIVES!

CHARLES YPMA – ELECTRICAL SUPERVISOR

The Electrical Department received 57 request this month and closed out 53 of them with 4 carrying overs to April 2021. The requests range from power restoration, blown fuses, saging power lines, loose guy wires to security and street lights out. The Electrical department performed all these tasks with the aid of Texas Elite Electrical Services, LLC and Davey Tree.

COMPLETED WORK REQUESTS

MISC. MAINTENANCE	28
NO POWER	3
POWER LINE ISSUE	13
POLE ISSUE	2
SECURITY LIGHT	4
STREET LIGHT	3
TREES AND VINES	0
TOTAL INCIDENTS RESOLVED	53

Attachment: Public Works Monthly Report (March 2021) (5051 : Department Reports)

POWER OUTAGES

March 2021

Date	Location	Time Called Out	Time Power Restored	Response Time (min)	Outage Time (min)	Cause of Outage
1	CITY WIDE OUTAGE	12:45 p.m.	12:46 p.m.	0	1	Bad insulator on ENTERGY's transmission line
2	101-2 OUT OF POWER	4:56 p.m.	5:55 p.m.	19	40	Solid Blade switch burnt on Center phase T2
10	124 Ohio St.	10:03 a.m.	10:30 a.m.	15	708	Broken Pole: scheduled outage
Average				11	250	
				11 Minutes	205 Minutes	

Attachment: Public Works Monthly Report (March 2021) (5051 : Department Reports)

MARCH // 2021 //

MONTHLY REPORT

CITY OF LIBERTY CONSTRUCTION PROJECTS REPORT



WWTP OUTFALL

HAZARD MITIGATION GRANT PROGRAM (HMGP) DR-4332-012

WASTEWATER TREATMENT PLANT(WWTP) FLOOD MITIGATION AND IMPROVEMENTS AND WWTP OUTFALL REPLACEMENT

17% COMPLETE

NBG CONSTRUCTORS, INC

The City of Liberty, Texas Wastewater Treatment Plant Flood Mitigation and Outfall Improvements project was bid on September 10, 2020. NBG Constructors was awarded the contract for \$5,586,810.00. The Notice to Proceed was given on November 2nd, 2020.

The project will include replacing the existing outfall pipe with a 42in outfall pipe along the south side of FM 3361. The Wastewater Treatment Plant will be flood protected with a combination of an earthen levee, sheet pile flood walls and concrete T walls. The final completion date for the project is January 4th, 2022.

The contractor has about 17% complete with about 1,200 ft of 42" outfall pipe installed and 90 ft of concrete T wall built. The project is slightly ahead of schedule.



Front concrete wall of the Wastewater Treatment Plant.

MONTHLY REPORT



Front concrete wall of the Wastewater Treatment Plant.



This is looking towards the rear of the Wastewater Treatment Plant.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5054)

DOC ID: 5054

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: 04/13/21 06:00 PM

Department: Administration
Category: Announcements

INFORMATION ITEM (ID # 5064)

DOC ID: 5064

Subject: Mayor, Council & Staff Comments

Background: This agenda item affords the Mayor, Council and Members of Staff to comment on recognition of community members, city employees, upcoming events, etc.



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, March 9, 2021

6:00 PM

City Hall - Liberty Center

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 March 9, 2021 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 6:01 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Driggers	Mayor ProTem	Present	
Dennis Beasley	Council Member	Present	
Libby Simonson	Council Member	Present	
David Arnold	Council Member	Present	
Chipper Smith	Council Member	Present	
Neal Thornton	Council Member	Present	
Tom Warner	City Manager	Present	
Naomi Herrington	Assistant City Manager / CFO	Present	
Chris Jarmon	Assistant City Manager	Present	
Brandon Davis	City Attorney	Present	
April Gilliland	City Secretary	Present	

II. INVOCATION

No invocation was given.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags were led by Liberty Police Chief Gary Martin and Liberty Fire Chief Brain Hurst.

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 guest and visitors, opening the floor for public comment to those

individuals wishing to address the Council. There were no comments.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 5027)

City Manager's Report - City Manager Tom Warner - Topics include Cold Weather, Planning Session, U.S. 90 Survey, COVID, Liberty County Office of Emergency Management

COMMENTS - Current Meeting:

City Manager Tom Warner reported on current City activities and projects as listed below:

- Cold Weather as a result of Winter Storm URI
- Planning Session
- U.S. 90 Survey
- COVID
- Liberty County Office of Emergency Management

ATTACHMENTS:

- City Manager's Report March 9 2021 (DOCX)

B. Information Item (ID # 5029)

Finance Report - Assistant City Manager / CFO - Naomi Herrington

COMMENTS - Current Meeting:

This report was not given due to annual audit report being presented later in meeting.

C. Information Item (ID # 5028)

Department Reports

COMMENTS - Current Meeting:

Monthly reports, submitted by the various City Departments are presented, in the Council Packet, for Council's review.

ATTACHMENTS:

- Fire department February 1 to February 28, 2021 (XLS)
- Golf Course Monthly Report (February 2021) (PDF)
- Inspections FEBRUARY 2021 MONTHLY REPORT (PDF)
- Library February monthly report (PDF)
- Police February Monthly Report (PDF)
- Monthly Report-Public WorksFeb21 (DOCX)
- CITY OF LIBERTY CONSTRUCTION MONTHLY REPORT _Feb 2021 (DOCX)

D. Information Item (ID # 5031)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett, President of the Sam Rayburn Municipal Power Agency, reported the Agency's next meeting will be held March 16th. Mayor Pickett passed out the annual financial report for

the year ending September 20, 2020 for SRMPA.

E. Information Item (ID # 5030)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

Police Chief Gary Martin spoke about the basketball game between Liberty Police Department and Liberty Middle School team held on Thursday, March 4, 2021. This game was a fundraiser for the Liberty ISD Athletic Programs. The Final Score was 42 (Liberty Middle School) - 37 (Liberty Police Department).

Council Members also praised the City Employee's for all their hard work during Winter Storm Uri.

VI. CONSENT AGENDA

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Council Member
SECONDER:	Diane Driggers, Mayor ProTem
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

A. Minutes Approval

1. Tuesday, February 09, 2021
2. Tuesday, February 23, 2021

VII. REGULAR AGENDA

A. Regular Session

1. Resolution 2021-9

Consider a resolution accepting the Annual Audit Report for the Fiscal Year 2019-2020, as presented by Swaim, Brents and Associates.

COMMENTS - Current Meeting:

Lee Ann Brents from Swaim, Brents & Associated, presented the City's Annual Audit for Fiscal Year 2019-2020. The auditor has examined the City's financial documents and internal controls by assessing efficiency and operating effectiveness. Ms. Brents reviewed, in summary, the audit document. Ms. Brents reported on the City's assets, liabilities, net position, and additional related information. Ms. Brents commented on the employees' cooperation and willingness to assist the auditors.

ATTACHMENTS:

- Annual Financial Report - September 30, 2020 (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Council Member
SECONDER:	Neal Thornton, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

2. Resolution 2021-10

Consider resolution awarding a bid for the Golf Course Renovation Project to the Keeling Company (Rainbird) for irrigation equipment and to Duininck Inc., for the golf course renovations.

COMMENTS - Current Meeting:

On February 11th, the City issued sealed bids for renovations to the Liberty Municipal Golf Course. A pre-bid meeting was held on February 25th at the Golf Course Clubhouse with seven contractors in attendance. Two separate bids were received on March 4th, one bid was for the irrigation equipment and the other for the golf course renovations. The three irrigation bids ranged from the apparent low bid of \$141,796.56 to the high bid of \$189,844.60. The five bids for renovation of the golf course and new driving range, including alternates for lake lining, fibre-mesh concrete cart path and curbing, ranged from the apparent low bid of \$2,712,620.34 to the high bid of \$3,369,037.66. The alternate for fibre-mesh concrete cart path was a deduction in the line item for concrete cart paths.

The architect for the project, Mr. Jeff Blume, has reviewed the bids and is recommending the bids be awarded to the Keeling Company (Rainbird), for the irrigation equipment, and Duininck Inc., for the golf course renovations plus alternates (10.1 Lake Lining and 10.3 Curbing), in the amount of \$141,796.56 and \$2,744,551.54, respectively. The total for both bids \$2,886,348.10.

Motion was made to approve the resolution awarding a bid for the Golf Course renovation project to the Keeling Company (Rainbird) for irrigation equipment and to Duininck Inc., for the golf course renovations for a total of \$2,886,348.10.

ATTACHMENTS:

- Exhibit A - Golf Course Bid Tab (PDF)

RESULT:	APPROVED [5 TO 2]
MOVER:	David Arnold, Council Member
SECONDER:	Chipper Smith, Council Member
AYES:	Pickett, Driggers, Beasley, Arnold, Smith
NAYS:	Libby Simonson, Neal Thornton

3. Resolution 2021-11

Consider a resolution authorizing Phase III of the agreement with Jeff Blume related to the Golf Course Master Plan

COMMENTS - Current Meeting:

On October 13th, City Council held a work session to review and discuss the proposed improvements listed under Concept II of the Golf Course Master Plan. At the conclusion of the work session, there was consensus to move forward with designing the course improvements.

On November 10th, the City Council voted to execute an agreement with Jeff Blume and authorized Phase I of that agreement, which included the final conceptual planning for the golf course. On December 8th, the City Council voted to authorize Phase II of the contract with Jeff Blume, which included providing the City with construction and bidding documents related to the final conceptual plan. The third and final phase of the contract with Jeff Blume includes construction observation and oversight of the improvements until the course re-opens. The costs associated with each phase are as follows:

Phase I - Final Conceptual Planning and Approval (\$30,000)
 Phase II - Construction Documents and Bidding (\$90,000)
 Phase III - Construction Observation and Course Opening (\$80,000)

A motion was made to approve the resolution authorizing phase III of the agreement with Jeff Blume related to the Golf Course Master Plan for \$80,000.

RESULT:	APPROVED [5 TO 2]
MOVER:	David Arnold, Council Member
SECONDER:	Diane Driggers, Mayor ProTem
AYES:	Pickett, Driggers, Beasley, Arnold, Smith
NAYS:	Libby Simonson, Neal Thornton

4. Resolution 2021-12

Consider a Resolution approving the selection of an engineering firm to assist the City in preparing the Texas Community Development Block Grant (TXCDBG) Program - 2021/2022 Community Development Fund through the Texas Department of Agriculture (TDA) application and authorizing the City Manager to begin contract negotiations.

COMMENTS - Current Meeting:

The Texas Department of Agriculture (TDA) has released the Texas Community Development Block Grant (TXCDBG) Program - 2021/2022 Community Development Fund. The CDBG funds may be used for activities that include, but are not limited to, Water/Sewer Improvements, Drainage improvements, and Road/Street Improvements. The funding is in the form of a grant and requires a 15% local match.

To assist the City in preparing the technical requirements associated with the filing of this application, request for proposals were solicited from engineering firms. Four (4) engineering firms responded to the request for proposals - HR Green, Strand Associates, LJA Engineering and Whiteley Oliver Engineering.

Motion was made to approve the resolution selecting Strand Associates, Inc. as the engineering firm to assist the City in preparing the Texas Community Development Block Grant program - 2021/2022 Community Development Fund through Texas Department of agriculture application.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Driggers, Mayor ProTem
SECONDER:	Neal Thornton, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

5. Resolution 2021-13

Consider a resolution granting Entergy Texas, Inc. a 15-foot wide easement at the Liberty Municipal Airport.

COMMENTS - Current Meeting:

The City of Liberty is in the process of installing an Automated Weather Observation System (AWOS) at the Liberty Municipal Airport. To provide power to the AWOS, Entergy is requesting a 15-foot wide easement from the City of Liberty. This easement is necessary for Entergy to install power poles and related equipment on the west side of the airport where the AWOS will be located.

Motion was made to approve the resolution granting Entergy Texas, Inc. a 15-foot wide easement at the Liberty Municipal Airport.

ATTACHMENTS:

- Electrical Easement for Entergy - Revised (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Neal Thornton, Council Member
SECONDER:	Dennis Beasley, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

6. Resolution 2021-14

Consider a resolution authorizing the City Manager to apply for and accept funding from the Texas Department of Transportation for the runway and taxiway rehabilitation project at the Liberty Municipal Airport.

COMMENTS - Current Meeting:

The Liberty Municipal Airport has one runway and one taxiway and both are currently in poor condition.

The Texas Department of Transportation (TxDOT) has informed the city that it is willing to provide funding for the rehabilitation of the runway and taxiway, which includes funding for engineering and construction services. The total project is estimated to cost \$2,870,000, with TxDOT funding 90% of the project and the City providing a 10% local match. TxDOT is requesting a resolution of support from the City to move forward with the runway/taxiway rehabilitation project.

A motion was made to approve the resolution authorizing the City manager to apply for and accept funding from the Texas Department of Transportation for the runway and taxiway rehabilitation project at the Liberty Municipal Airport.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Dennis Beasley, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

7. Ordinance 2021-6

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, CANCELLING AN ELECTION PREVIOUSLY ORDERED TO BE HELD ON MAY 1, 2021; FOR THE ELECTION OF THREE COUNCILPERSONS; DECLARING

UNOPPOSED CANDIDATES IN SAID ELECTION ELECTED TO OFFICE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. CONSIDERE ADOPCIÓN DE UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE LA LIBERTY, TEXAS, CANCELANDO UNA ELECCIÓN PREVIAMENTE ORDENADA PARA EL DÍA 1 DE MAYO DEL 2021, PARA LA ELECCIÓN DE TRES CONCEJALES; DECLARANDO A LOS CANDIDATOS ELECTOS SIN OPOSICIÓN EN DICHA ELECCIÓN PARA EL CARGO; RESOLVIENDO LOS INCIDENTES Y OTRAS CUESTIONES RELACIONADAS; PROPORCIONANDO UNA CLÁUSULA DE NULIDAD, Y PROPORCIONANDO UNA FECHA DE VIGENCIA DEL MISMO.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, CANCELLING AN ELECTION PREVIOUSLY ORDERED TO BE HELD ON MAY 1, 2021; FOR THE ELECTION OF THREE COUNCIL PERSONS; DECLARING UNOPPOSED CANDIDATES IN SAID ELECTION ELECTED TO OFFICE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE."

This Ordinance cancels the City's May 1, 2021 General Election and declares the unopposed candidates elected. Those individuals declared elected are: Dennis Beasley, Diane Driggers and Libby Simonson.

A motion was made to adopt the Ordinance as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chipper Smith, Council Member
SECONDER:	Neal Thornton, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

B. Executive Session

Tx. Gov. Code §551.071 - Private Consultation with Attorney.

- To seek advice regarding contemplated / pending litigation.

At 7:59 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:15 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2021-6

Consider action as discussed in the Executive Session during consultation with Attorney.

COMMENTS - Current Meeting:

No Action was Taken

Minutes Acceptance: Minutes of Mar 9, 2021 6:00 PM (Minutes Approval)

RESULT: NO ACTION TAKEN

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

With no further business to discuss Mayor Pickett adjourned the meeting at 8:16 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Minutes Acceptance: Minutes of Mar 9, 2021 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, March 16, 2021

5:00 PM

City Hall - Liberty Center

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 March 16, 2021 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 5:08 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Driggers	Mayor ProTem	Present	
Dennis Beasley	Council Member	Present	
Libby Simonson	Council Member	Present	
David Arnold	Council Member	Late	5:21 AM
Chipper Smith	Council Member	Present	
Neal Thornton	Council Member	Present	
Tom Warner	City Manager	Present	
Naomi Herrington	Assistant City Manager / CFO	Present	
Chris Jarmon	Assistant City Manager	Present	
Brandon Davis	City Attorney	Present	
April Gilliland	City Secretary	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Mayor Pickett welcomed guest and visitor, 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 # 5040)

Governance and Planning Workshop with City Staff.

COMMENTS - Current Meeting:

Mr. Ron Cox, with Ron Cox Consulting, facilitated a governance work session with City Council and City Staff. At the work session Mr. Cox explained that governance is about effective leadership, meaningful communication, understanding roles and fulfilling expectations, and proactive vision and planning. After discussing the governance topics in detail, the City Council established a governance model and discussed other topics that were important to them.

On March 31, 2021, City Council and Staff will hold a strategic plan work session for the City.

The goal of these two workshops is the preparation of an implementation plan addressing the work product of the City Council and aligning the work of Staff with City Council's plan.

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

With no further business to discuss Carl Pickett adjourned the meeting at 7:17 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Minutes Acceptance: Minutes of Mar 16, 2021 5:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, March 23, 2021

6:00 PM

City Hall - Liberty Center

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 March 23, 2021 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 6:03 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Driggers	Mayor ProTem	Present	
Dennis Beasley	Council Member	Absent	
Libby Simonson	Council Member	Present	
David Arnold	Council Member	Absent	
Chipper Smith	Council Member	Present	
Neal Thornton	Council Member	Absent	
Tom Warner	City Manager	Present	
Brandon Davis	City Attorney	Present	
April Gilliland	City Secretary	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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

III. REGULAR AGENDA

A. Executive Session

Tx. Gov. Code §551.071 - Private Consultation with Attorney.

- Regarding matters involving client/attorney privileges.

At 6:05 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

B. Reconvene into Regular Session

At 6:23 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2021-7

Consider approval of an agreement as discussed in Executive Session.

COMMENTS - Current Meeting:

Motion was made to approve the Electric Agreement with Sam Rayburn Municipal Power Agency (SRMPA) related to PTC Liberty and authorize the Mayor to sign the agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Diane Driggers, Mayor ProTem
AYES:	Carl Pickett, Diane Driggers, Libby Simonson, Chipper Smith
ABSENT:	Dennis Beasley, David Arnold, Neal Thornton

2. Council Action 2021-8

Consider approval of an agreement as discussed in Executive Session.

COMMENTS - Current Meeting:

Motion was made to approve the proposed Electric Contract with PTC Liberty Tubulars; authorizing our attorneys to make non-substantive changes needed to the agreement and authorizing the Mayor to sign the agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Diane Driggers, Mayor ProTem
AYES:	Carl Pickett, Diane Driggers, Libby Simonson, Chipper Smith
ABSENT:	Dennis Beasley, David Arnold, Neal Thornton

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

With no further business to discuss Mayor Carl Pickett adjourned the meeting at 6:27 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Wednesday, March 31, 2021

3:00 PM

City Hall - Liberty Center

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 March 31, 2021 at the City Hall - Liberty Center, 1829 Sam Houston Liberty, TX at 3:04 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Driggers	Mayor ProTem	Present	
Dennis Beasley	Council Member	Present	
Libby Simonson	Council Member	Present	
David Arnold	Council Member	Present	
Chipper Smith	Council Member	Present	
Neal Thornton	Council Member	Present	
Tom Warner	City Manager	Present	
Naomi Herrington	Assistant City Manager / CFO	Present	
Chris Jarmon	Assistant City Manager	Present	
Damon Jones	Public Works Director	Present	
Gary Martin	Police Chief	Present	
Brian Hurst	Assistant Fire Chief	Present	
Dana Abshier	Library Director	Present	
Jody Biehunko	HR/Payroll	Present	
Karen Humber	Administrative Assistant	Present	
Brandon Davis	City Attorney	Present	
April Gilliland	City Secretary	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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

Minutes Acceptance: Minutes of Mar 31, 2021 3:00 PM (Minutes Approval)

III. REGULAR AGENDA

A. Executive Session

Tx. Gov. Code §551.071 - Private Consultation with Attorney

- Regarding matters involving client/attorney privileges.

At 3:05 p.m., Mayor Pickett closed the open meeting and opened the Executive Session, as authorized above.

B. Reconvene into Regular Session

At 3:19 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Resolution 2021-15

Take Action as needed on amended Agreement with PTC Liberty Tubulars.

COMMENTS - Current Meeting:

Motion was made to approve the PTC Liberty Tubulars Contract as amended.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Dennis Beasley, Council Member
AYES:	Pickett, Driggers, Beasley, Simonson, Arnold, Smith, Thornton

C. Work Session

1. Work Session (ID # 5048)

Planning Workshop with City Staff.

COMMENTS - Current Meeting:

Mr. Ron Cox, with Ron Cox Consulting, facilitated a planning work session with City Council and City Staff. At the work session Mr. Cox gave an overview of the governance work session held on March 16, 2021, explaining that governance is about effective leadership, meaningful communication, understanding roles and fulfilling expectations, and proactive vision and planning. After discussing the governance topic, he moved into the planning session going over the vision and mission for the City of Liberty. The City of Liberty strengths, weaknesses, opportunities, and threats (SWOT) as previously given to Mr. Cox from Council and Staff were explained to help give an idea on how and where the City can grow and develop for the future. The areas discussed in detail were Governance, Infrastructure, Quality of Life, Economic Development and Organizational Excellence. Mr. Cox will take all the ideas and information from the planning work session to develop a strategic plan for the City Staff to discuss and implement at a future date to be determined.

The goal of the workshops is the preparation of a plan addressing the work product of the City Council and aligning the work of Staff with City Council's plan.

IV. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

With no further business to discuss Carl Pickett adjourned the meeting at 7:10 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Minutes Acceptance: Minutes of Mar 31, 2021 3:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Sale of City Property

RESOLUTION (ID # 5059)

DOC ID: 5059

Department: Fire

Subject: Engine 24 Surplus

Background: Engine 24 is a 2001 Freightliner/Central States Fire Truck that is no longer in service at the Liberty Fire Department. To dispose of the truck, City Council is required to declare the truck as surplus property. To ensure the City receives a fair amount for the truck, Brindlee Mountain Fire Apparatus has agreed to list and market the truck for the City. The estimated value of the truck is \$59,000, of which Brindlee will receive 10% of the sales price as their commission.

Funding Source: NA

Staff Recommendation: Staff recommends approval of the resolution declaring Engine 24 as surplus and entering into a Listing and Commission Agreement with Brindlee Mountain Fire Apparatus.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DECLARING ENGINE 24 AS SURPLUS PROPERTY AND ENTERING INTO A LISTING AND COMMISSION AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS.

WHEREAS, Engine 24 is a 2001 Freightliner/Central States Fire Truck that is no longer in service at the Liberty Fire Department; and

WHEREAS, to dispose of the truck, City Council is required to declare the truck as surplus property; and

WHEREAS, to ensure the City receives a fair amount for the truck, Brindlee Mountain Fire Apparatus ("Brindlee") has agreed to list and market the truck for the City; and

WHEREAS, the estimated value of the truck is \$59,000, of which Brindlee will receive ten percent (10%) of the sales price as their commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby declares Engine 24 as surplus property and approves entering into a Listing and Commission Agreement with Brindlee Mountain Fire Apparatus.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Resolution (ID # 5059)
Page 2

City Council Meeting

April 13, 2021

Carl Pickett, Mayor

ATTEST:

City Secretary

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Airport

RESOLUTION (ID # 5057)

DOC ID: 5057

Department: Airport

Subject: Lease Agreement

Background: The Liberty Municipal Airport has a 768 square foot house on the property that is currently vacant. Gary Beard has approached the City with regards to leasing the house. The proposed lease agreement calls for a \$500 security deposit, \$500 in monthly rental payments and requires the tenant to get renter's insurance. The tenant may not make any alterations to or sublet the property without the prior consent of the Landlord. Because TxDOT rules require the house to be used only for "aeronautical purposes," the tenant has agreed to act as a customer service representative of the City, assist with monitoring nightly activities at the airport and provide general assistance to the Fixed Based Operator.

The lease agreement is attached for your review.

Funding Source: NA

Staff Recommendation: Approval of the resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ENTERING INTO A LEASE AGREEMENT WITH GARY BEARD FOR USE OF THE HOUSE AT THE LIBERTY MUNICIPAL AIRPORT.

WHEREAS, the Liberty Municipal Airport has a seven hundred sixty-eight (768) square foot house on the property that is currently vacant; and

WHEREAS, Gary Beard has approached the City with regards to leasing the house; and

WHEREAS, the proposed lease agreement calls for a five-hundred-dollar (\$500) security deposit, five hundred dollars (\$500) in monthly rental payments and requires the tenant to get renter's insurance; and

WHEREAS, the tenant may not make any alterations to or sublet the property without the prior consent of the Landlord; and

WHEREAS, because TxDOT rules require the house to be used only for "aeronautical purposes," the tenant has agreed to act as a customer service representative of the City, assist with monitoring nightly activities at the airport and provide general assistance to the Fixed Base Operator; and

WHEREAS, the proposed lease agreement is attached hereto as Exhibit "A".

Resolution (ID # 5057)
Page 2

City Council Meeting

April 13, 2021

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby approves entering into the lease agreement attached hereto as Exhibit "A" with Gary Beard for use of the house at the Liberty Municipal Airport.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary

LEASE

THIS LEASE is made and entered into the ____ day of _____, _____, by and between the **CITY OF LIBERTY**, a Texas home-rule municipality (hereinafter referred to as "**Landlord**"), and **GARY BEARD** (hereinafter referred to as "**Tenant**").

1. Demised Premises. Landlord is the owner of certain real property, located in Liberty, Liberty County, Texas, and more particularly described as a house located at the Liberty Municipal Airport (the "**Leased Property**"). Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Property.

2. Term. The term of this Lease shall be for a month to month basis, unless extended or terminated as elsewhere herein provided.

3. Rent. In consideration for the Leased Property Tenant shall pay Landlord \$500 per month and Tenant shall provide to Landlord services including general maintenance at the Liberty Municipal Airport. Tenant shall also act as a customer service representative of Landlord's at the Airport. After expiration of the lease term, said lease shall be automatically renewed for a one month term unless notification is given to all parties in writing that a party wishes to cancel the lease.

4. Use of Leased Property. The Leased Property is to be used and occupied by Tenant as a residence. Tenant shall not operate a business out of the Leased Property.

5. Aeronautical Purpose. The tenant shall assist with monitoring nightly activities and helping with emergency situations at the Liberty Municipal Airport. The tenant shall also provide assistance to the Fixed Based Operator.

6. Governmental Compliance. Tenant shall at all times during the term of the Lease comply with all governmental rules, regulations, ordinances, statutes and laws, and shall obtain and maintain all required licenses, permits, and approvals. Tenant shall also comply with all provisions of the Liberty City Code, Federal Grant Programs, Airport Plan for Liberty Municipal Airport (including the current Airport layout Plan), Environmental Regulations, Surplus Property instruments and Regulation of the Federal Aviation Administration and such rules and Regulations governing Airport operations that exist as of the date of this Lease, as well as such modifications and additions thereto as Landlord, in its reasonable discretion, may hereafter make for the Airport

7. Utilities. Tenant shall be responsible for paying, prior to delinquency, any utility charges incurred by Tenant during the Lease Term.

8. Taxes. Tenant shall be liable for and shall pay before delinquency all ad valorem or property taxes, fees, impositions and assessments of whatsoever kind or

nature, and penalties and interest thereon, if any, levied against the Leased Property. Tenant agrees to pay all taxes, fees, impositions and assessments levied or assessed against the equipment and personal property belonging to Tenant and located on the Leased Property.

9. Maintenance. With the exception of any items for which Landlord has expressly accepted responsibility, Tenant shall maintain the Leased Property to the satisfaction of the City. Upon the expiration or earlier termination of the Lease Term, Tenant shall peaceably surrender the Leased Property in good order and condition, excepting ordinary wear and tear and unrepaired casualty or condemnation damage.

10. Alterations and Improvements. Tenant may make alterations and improvements to the Leased Property with Landlord's prior consent, which consent shall not be unreasonably withheld or delayed. No mechanic's, materialmen's or similar liens shall be allowed on the Leased Property and same shall be removed by Tenant. Upon the expiration of this Lease, any permanent alterations and improvements made by Tenant to the Leased Property, which cannot be removed without harming the Leased Property, will become the property of Landlord.

11. Security Deposit. Tenant shall pay Landlord \$500 upon the signing of this agreement as a security deposit for the Leased Property. In the event that Tenant breaches this agreement or damages the Leased Property the Landlord may keep the \$500.

12. Insurance. Tenant shall obtain renter's insurance covering all of Tenant's personal property located on the Leased Property at Tenant's expense.

13. Environmental Covenants and Indemnity.

a. Tenant shall at all times from the date of this Lease until the termination of this Lease, at its sole expense: (i) comply in all material respects with all applicable Environmental Requirements (hereafter defined) relating to the Leased Property and the use of the Leased Property by Tenant, and (ii) promptly following the discovery by Tenant, deliver to Landlord notice of any event that would render any representation or warranty contained herein incorrect in any respect if made at the time of such discovery. Tenant shall indemnify, defend and save and hold harmless Landlord from and against any and all losses, liabilities, damages, costs, and expenses suffered or incurred by Landlord as a result of: (x) the occurrence of any Environmental Activity by Tenant to comply with all applicable Environmental Requirements relating to the use of the Leased Property by Tenant; or (y) any investigation, inquiry, order, hearing, action or other proceedings by or before any governmental agency which has resulted or is alleged to have resulted directly from any Environmental Activity relating to the use of the Leased Property by Tenant. Notwithstanding anything herein to the contrary, Tenant shall not indemnify Landlord for (i) any Environmental Activity which occurred prior to Tenant taking possession of the Leased Property under this or any other lease to tenant; (ii) any prior failure of Landlord to observe Environmental Requirements; (iii) any Environmental Activity which occurs after Tenant takes possession of the Leased

Property, but is due to Landlord's or its agents, employees, invitees, or licensees (other than Tenant) presence or activities on the Leased Property; or (iv) acts of third parties outside the reasonable or actual control of Tenant. The indemnity contained in this provision shall survive the expiration or earlier termination of this Lease.

b. Landlord represents that Landlord has, prior to the date of possession by Tenant, to the best of its knowledge complied in all material respects with all applicable Environmental Requirements relating to the Leased Property and the use of the Leased Property.

c. For purposes of this provision, "**Environmental Activity**" means any surface or subsurface, actual, proposed or threatened storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Leased Property or otherwise relating to the Leased Property or the use of the Leased Property. "**Environmental Requirements**" means all present and future federal, state and local laws and ordinances (including CERLA and all other applicable provisions of the Code and rule and regulations promulgated thereunder), rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements, and other governmental restrictions and other agreements relating to the environment or to any Hazardous Substance or Environmental Activity. "**Hazardous Substance**" means (i) asbestos, polychlorinated biphenyls, urea formaldehyde, lead-based paint, radon gas, naturally occurring radioactive materials, petroleum or its products, chlorides, oil, solid waste pollutants and contaminants and (ii) any chemicals, materials, wastes or substances that are (x) defined, (y) regulated, or (z) determined or identified as toxic or hazardous, in any Environmental Requirement.

14. Default by Tenant. Each of the following shall constitute a "**Default**" by Tenant:

a. The failure of Tenant to pay its rent on a monthly basis. Said rent is due on the first day of each month.

b. Tenant shall default in the performance of any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for ten (10) days after written notice thereof from Landlord to Tenant; provided, however, if the cure of such default cannot be effected or completed within ten (10) days, Tenant shall not be in default if Tenant has commenced and is diligently pursuing such cure within the ten (10) day period; or

c. If Tenant shall be adjudicated bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the Bankruptcy Code, or if such a petition be filed by creditors of Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law.

d. If Tenant violates any laws of regulations governing the Liberty Municipal Airport.

- e. If Tenant violates any clause of this lease agreement.

15. Landlord Remedies. In the event of Default by Tenant, the Landlord shall be entitled to all remedies to which Landlord's are entitled pursuant to the Texas Property Code; including, but not limited to, termination of the Lease in accordance with Paragraph (a) below or Landlord's duties, if any, pursuant to Section 91.006 of the Texas Property Code and other applicable state laws.

a. In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay Landlord, at the Landlord's address herein indicated, the sum of all Rent and other indebtedness accrued to the date of such termination.

b. In the event Landlord elects to terminate the Lease by reason of an event of Default, in lieu of exercising the rights of Landlord under the preceding subparagraph, Landlord may instead hold Tenant liable for all Rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination by Landlord until date which would have been the date of expiration of the Lease Term (had Landlord not elected to terminate the Lease on account of such event of default) diminished by any net sums thereafter received by Landlord through reletting the Leased Property during said period (after deducting expenses incurred by Landlord for reletting as above provided) and discounted for present value. Actions to collect amounts due by Tenant to Landlord may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to receive any excess of Rent (or Rent plus other sums) obtained by reletting over and above the Rent herein reserved.

c. In the event Landlord elects to terminate the Lease for any reason Landlord retains ownership in all stabilization materials and rock or other surface improvements added to the Lease Property by Tenant. Tenant does not have the right to remove any rock or other surface improvements from the premises after Lease termination.

16. Quiet Possession. Tenant, upon paying the amounts provided for herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Leased Property during the Lease Term without any disturbance from Landlord or from any other person. However, Landlord, may, enter the premises pursuant to paragraph 22 below.

17. Default by Landlord. If Landlord shall fail or refuse to perform any of the provisions, covenants or conditions of this Lease on Landlord's part to be kept or performed, Tenant shall provide Landlord written notice of such default and a thirty (30) day period to cure such default, prior to Tenant exercising any of Tenant's remedies under Texas law.

18. Termination of Lease. Landlord and Tenant both have the right to terminate the lease agreement by giving the other party thirty (30) days written notice of said termination.

19. Assignment and Subletting. Tenant may not assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Property without the prior written consent of Landlord.

20. Entry by Landlord. Landlord and/or Landlord's agents shall have the right to enter the Leased Property upon reasonable notice to Tenant (such notice may be oral, but no notice shall be required in the case of any emergency) for any purpose which Landlord may reasonably deem necessary for the maintenance and/or repair (without implying any obligation of Landlord to repair unless expressly provided herein) of the Leased Property. In the event Landlord's representatives enter the Leased Property at anytime other than in case of emergency, Landlord's representatives, employees, contractors, licensees and invitees must be accompanied by a representative of Tenant and must comply with all of the Tenant's safety protocols and policies. Landlord's representatives, employees, contractors, licensees and invitees enter the Leased Property at their own risk.

21. Holdover. If Tenant shall remain in possession of the Leased Property after the expiration or earlier termination of this Lease, then Tenant shall be deemed a tenant-at-will, terminable at any time, and shall pay the Rent at the rate of Rent prevailing on the date of such termination or expiration, and otherwise shall be subject to all of the terms and obligations of Tenant under this Lease.

22. Attorneys' Fees and Other Expenses. In the event either party hereto defaults in the faithful performance or observance of any of the terms, covenants, provisions, agreements or conditions contained in this Lease, the party in default shall be liable for and shall pay to the non-defaulting party all reasonable expenses incurred by such party in enforcing any of its remedies for such default, and if the non-defaulting party places the enforcement of all or any part of this Lease in the hands of an attorney, the party in default agrees to pay the non-defaulting party's reasonable attorneys' fees in connection therewith.

23. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of employer/employee or of any association between Landlord and Tenant. Neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

24. Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant. Upon request by Landlord, Tenant shall deliver satisfactory evidence of such authority to Landlord. Each individual executing this Lease on behalf of Landlord

represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the Landlord. Landlord represents and warrants that it is the owner in fee simple, of the Leased Property and has the right to enter into this Lease and no other party has any claim to or lien on the Leased Property.

25. Notice. Any and all notices and demands by or from Landlord to Tenant, or by or from Tenant to Landlord, required or desired to be given hereunder shall be in writing and shall be registered, postage paid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

To Landlord: City of Liberty
1829 Sam Houston
Liberty, Texas 77575
Attn: Mr. Tom Warner
(936) 336-3684
Fax No. (336) 336-9846

To Tenant: Gary Beard
(361) 332-8664

The parties shall have the right from time to time to change their respective addresses by giving written notice to the other party in the manner set forth in this paragraph.

26. Brokers. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any broker or agent with any respect to this Lease or the negotiation thereof. Landlord warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Tenant from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

27. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease, not in any way affect this Lease.

28. Governing Law. The laws of the State of Texas shall govern the validity, construction, performance and effect of this Lease. If disputes arise under the performance of this lease which are not resolved informally, the parties agree that proper

venue for enforcement of any provision of this contract shall be the District Courts of Liberty County, Texas.

29. Binding Effects. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the legal representatives, successors and assigns of Landlord and Tenant, respectively.

30. Severability. If any term, covenant, or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

31. No Waiver. No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition of any subsequent breach thereof.

32. Entire Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. This Lease supersedes and cancels any and all previous statements, negotiations, arrangements, agreements, and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease.

33. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument; provided, however, this Lease shall not be effective until a counterpart has been signed by each party to be bound hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

CITY OF LIBERTY

Carl Pickett
Mayor, City of Liberty

ATTEST:

April Gilliland
City Secretary, City of Liberty

Attachment: EXHIBIT A - Gary Beard Lease (5057 : Lease of Airport House)

TENANT:

GARY BEARD

Gary Beard

DATE: 4-1-21



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Miscellaneous Issues

6.D

RESOLUTION (ID # 5070)

DOC ID: 5070

Department: Administration

Subject: July 3rd Independence Day Celebration

Background: The City of Liberty has held a Fireworks Display and Celebration at the Liberty Municipal Park for many years. This celebration includes musical entertainment, children's activities, food and fireworks.

The 2020 Celebration was cancelled due to COVID and the City was able to hold the 2020 Deposit of \$5,500 for the 2021 Celebration. The remaining balance for the 2021 Celebration is \$5,500.

Funding Source: Fireworks are paid from the General Fund.

Staff Recommendation: Staff recommends that only the fireworks display be held, and the additional activities be postponed until the following year.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ENTERING INTO AN AGREEMENT WITH PYRO SHOWS OF TEXAS, INC. FOR THE CITY'S JULY 3, 2021 FIREWORKS DISPLAY AND CELEBRATION.

WHEREAS, the City of Liberty has held a Fireworks Display and Celebration at the Liberty Municipal Park for many years; and

WHEREAS, this celebration includes musical entertainment, children's activities, food and fireworks; and

WHEREAS, the 2020 Fireworks Display and Celebration was cancelled due to COVID and the City was able to hold the 2020 deposit of \$5,500 for the 2021 Fireworks Display and Celebration; and

WHEREAS, the remaining balance for the 2021 Fireworks Display and Celebration is \$5,500; and

WHEREAS, the proposed agreement with Pyro Shows of Texas, Inc. for the City's July 3, 2021 Fireworks Display and Celebration is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby approves entering into the agreement attached hereto as Exhibit "A" with Pyro Shows of Texas, Inc. for the City's July 3, 2021 Fireworks Display and Celebration.

PASSED AND APPROVED this ____ day of _____, 2021.

Resolution (ID # 5070)
Page 2

City Council Meeting

April 13, 2021

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary



Contract Agreement

This Agreement made this 11th day of January 2021, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, and hereinafter referred to as “**PYRO SHOWS**” and **CITY OF LIBERTY** with its principle place of business located at 1829 Sam Houston, Liberty, in the State of Texas, hereinafter referred to as “Customer”.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as “Show”, pursuant to the project/sales order #20-TX-07-03-C-11000-000072 dated this 11th day of January 2021. The Show will be given on the 3rd day of July 2021. Rain date/postponement date: 7/3/2022.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer

to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS:** City of Liberty shall pay PYRO SHOWS \$11,000 plus applicable taxes according to the terms and conditions set forth for presenting the Show. Customer has already submitted a 50% deposit (\$5,500) from 2020. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- IMPORTANT:** Checks must be made payable to PYRO SHOWS OF TEXAS, INC.
- All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
- IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____
Chad Stanley, General Manager

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Citizen Issues

INFORMATION ITEM (ID # 5062)

DOC ID: 5062

Subject: Liberty Food Festival Event

Background: The Liberty Food Festival is an event held around City Hall Square the second Saturday of each month.



REQUEST FOR PLACEMENT OF AN ISSUE ON A CITY COUNCIL AGENDA

Regular called meetings of the City Council are held on the second Tuesday of each month at 6:00 p.m.

Special called meetings are normally held on the fourth Tuesday of each month at 6:00 p.m., or on other dates as time allows.

The deadline for an issue to be placed on the next council agenda is the Wednesday prior to the council meeting. This form must be turned in by 5:00 p.m. on this day.

Date of Submission of Request April 5th

Date of Council Meeting April 13

Name Ashley Davis

Street Address

114 Dogwood rd

City

Liberty

State

Tx

Zip Code

Telephone No.

713-427-9396

Fax No.

Please list below the issue that you wish to be brought before the Council.

About the liberty food festival that happened last
month.

This request will be reviewed by the City Manager and the requestor will be notified regarding the above-mentioned topic being placed on an agenda.

For City Use Only

Date this form given to the City Manager _____

Date requestor was notified _____

Comments _____



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Manufactured Homes

ORDINANCE (ID # 5060)

DOC ID: 5060

Department: Community Development

Subject: Manufactured Home Ordinance

Background: The City's Code of Ordinances, Section 3.08.031 Definitions, requires manufactured homes that are at least twenty-four (24) feet wide (i.e., "double-wide") to be placed on a permanent concrete foundation.

On **January 8**, Mr. Brooks applied for a permit to install a twenty-eight (28) foot wide manufactured home on 114 Westwood Avenue. Prior to an inspection of the site for compliance to City Ordinances, a manufactured home was placed on the property.

On **March 3**, the Building Official issued Mr. Brooks a notice of violation due to the manufactured home not being installed on a permanent concrete foundation.

On **March 16**, Mr. Brooks filed an appeal requesting relief from the provision of the Code requiring manufactured homes to be placed on a permanent concrete foundation.

The Code of Ordinances specifies that upon receiving an appeal, a hearing will be held by the governmental body and placed on the agenda of the next regular meeting.

Funding Source: NA

Staff Recommendation: Staff recommends denial of the appeal.

The City of Liberty

Requirements for installation of a Manufactured Home

ANY PERSON WHO VIOLATES ANY PROVISIONS OF THE MANUFACTURED HOME ORDINANCE SHALL UPON CONVICTION BE PUNISHED BY A FINE OF NOT LESS THAN TEN AND NO/100 (\$10.00) DOLLARS NOR MORE THAN TWO HUNDRED (\$200.00) DOLLARS. EACH DAY THAT A VIOLATION CONTINUES OF ANY SUCH PROVISION SHALL CONSTITUTE A SEPARATE OFFENSE.

- ✓ 1. Manufactured Home information sheet and site plan must be provided and approved and a permit must be issued before the manufactured home is installed.
2. An Elevation Certificate must be included with this application.
- ✓ 3. Proof of ownership or rental agreement of the property must be provided. (i.e.: Current Appraisal District or Tax Roll Information.)
- ✓ 4. Any new or replacement manufactured home located in the non-restricted area of the City of Liberty must be no more than ten (10) model years of age older than the current model year, and must satisfy the HUD code requirements.
- N/A 5. Manufactured homes inside the restricted area of the City of Liberty are subject to a one time change out. The replacement home must be equal to or greater in size than the existing home. The home must be placed on a permanent concrete foundation and be no more than ten (10) model years of age older than the current model year.
6. The following permits are issued separately, but must be included with this application:
 - Electrical Permit
 - Plumbing Permit
 - Mechanical Permit

Note: Electrical and Plumbing work may only be performed by the homeowner when the property is listed in the tax rolls as their homestead. ✓ A/C and ✓ Manufactured Home Installation must be performed by STATE LICENSED PERSONNEL.

6. Only one residence per legally described lot.
7. Property must have hard surface, off street parking for minimum of two (2) vehicles. (i.e.: gravel, rock, concrete and /or asphalt.)
- ✓ 8. Manufactured Home must be skirted with a solid material before any utilities will be connected. Materials such as wood, plastic, vinyl, masonry or metal can be used as skirting.

I have received the above requirements and agree to abide by all provisions of the Manufactured Home Ordinance as set forth by the City Council of the City of Liberty, Texas.

01-08-2021

Date


Signature

City of Liberty

INSPECTION RECORD

Task:	INSPECTION		
Inspection:	FOUNDATION		
Due:	3/03/2021	10:00 AM	gbarnhill
Property:	114 WESTWOOD AVE		
Subdivision:			
Lot:			
Contact:			
Inspection #: 04594		Incident #: 25362	Task #: 28557

Notes:

Inspection ☐ Passed ☒ Failed

Violations:

NO PERMITS FOUNDATION

BLOCKS HAD PDB ON FILL DIRT

SEE EMAIL

Re-Inspection Fee?

Yes

No

☐
☐

Completed by:

ECB

Date:

3/3/2021

Entered in logged Call Center ☐

Printed: 3/2/2021 2:58 PM



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Current Projects

RESOLUTION (ID # 5061)

DOC ID: 5061

Department: Public Works

Subject: Phase I Sanitary Sewer Improvements - Final Payment

Background: On October 24, 2017, City Council approved the award of bid for the Phase 1 Sanitary Sewer Improvements. The contractor, Allco Inc., has completed all work in accordance with the plans and specifications. The original contract amount was \$5,389,342.57. Change Order No. 5 reflects final line-item quantities installed on the project, installation of variable frequency drive on the McGuire Lift Station and liquidated damages. The total quantities installed, and the five change orders result in a decrease in the total amount of the contract of \$172,018.01. This will result in a total project cost of \$5,217,324.56. A copy of the Final Pay Application is enclosed. The total cost of the project, including engineering fees, is \$5,635,733.13.

Funding Source: 2016 Certificates of Obligation.

Staff Recommendation: Staff recommends approval of Change Order No. 5 and authorization to make Final Payment to Allco Inc., in the amount of \$260,869.73.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING CHANGE ORDER NO. 5 AND AUTHORIZING FINAL PAYMENT TO ALLCO, INC. IN THE AMOUNT OF \$260,869.73.

WHEREAS, on October 24, 2017, City Council approved the award of bid for the Phase 1 Sanitary Sewer Improvements; and

WHEREAS, the contractor, Allco, Inc., has completed all work in accordance with the plans and specifications; and

WHEREAS, the original contract amount was \$5,389,342.57; and

WHEREAS, Change Order No. 5 reflects final line-item quantities installed on the project, installation of variable frequency drive on the McGuire Lift Station and liquidated damages; and

WHEREAS, the total quantities installed, and the five change orders resulted in a decrease in the total amount of the contract of \$172,018.01; and

WHEREAS, this will result in a total project cost of \$5,217,324.56; and

WHEREAS, a copy of the Final Pay Application is attached hereto as Exhibit "A"; and

WHEREAS, the total cost of the project, including engineering fees, is \$5,635,733.13.

Resolution (ID # 5061)

City Council Meeting

April 13, 2021

Page 2

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby approves Change Order No. 5 and authorizes Final Payment to Allco, Inc. in the amount of \$260,869.73.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary



▷ 11011 Richmond Avenue | Suite 200 | Houston, TX 77042
Main 713.965.9996 + Fax 713.965.0044 + TBPE Firm F-11278

▷ HRGREEN.COM

March 5, 2021

Tom Warner, PE
City Manager
City of Liberty
1839 Sam Houston
Liberty, Texas 77575

Re: Progress Payment - **Final**
Sanitary Sewer System Improvements, Phase I

Dear Mr. Warner,

Enclosed is a copy of the Final Progress Payment Request (Pay Application No. 25) from Allco, LLC. for their work on the referenced project. We have reviewed the request and it appears to be in line with work completed as of December 31, 2020. As this is the final pay request, retainage is recommended for release as part of this request.

As of December 31, 2020, the Contractor has completed all punchlist items and has completed the work on this project. We therefore recommend approval and payment of the retainage in the amount of \$260,869.73 to Allco, LLC for the work completed, following State and local requirements.

If you have any questions, please do not hesitate to contact me at 713.338.8013 or rsandt@hrgreen.com.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink that reads 'Rebeka C Sandt'.

Rebekkah Sandt, PE
Project Manager

Enclosures

Attachment: ltr-210210-Recommendation-26-FINAL (5061 : Change Order 5 Sanitary Sewer Imp. Project Phase 1 - Allco)

PROJECT: Sanitary Sewer Improvements Phase 1
 OWNER: City of Liberty
 CONTRACTOR: Allco, LLC TX-804
 ENGINEER: HR Green

Invoice #: 9075

Contract:

PERIOD END: December 31, 2020

ESTIMATE NO.: Twenty-Six (26)

SUMMARY OF PAYMENT VALUES FROM ATTACHED SCHEDULES

Original Contract Amount	5,389,342.57
Approved Change Orders	(53,541.03)
Current Contract Amount	<u>5,335,801.54</u>
 Total Value of Contract Performed	 5,270,935.59
Extra Work on Approved Change Orders	(53,541.03)
Material on Hand	
Total Value of Work to Date	<u>5,217,394.56</u>
Less Amount Retained at 0%	
Net Amount Earned on Contract	<u>5,217,394.56</u>
Less Amount of Previous Invoices	<u>4,956,524.83</u>
 BALANCE DUE THIS INVOICE	 <u><u>260,869.73</u></u>
 Percentage of Contract Invoiced to Date	 98%

The undersigned contractor certifies that all work, including materials on hand, covered by this Periodic Payment have been completed or delivered in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodic Payments were issued and received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: ALLCO LLC

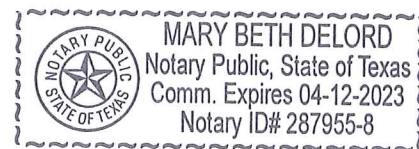
BY: T.W. Harrison

T.W. Harrison - President

DATE: 31-Dec-20

Subscribed and sworn to before me this 31st day of December 2020

Notary Public: Mary Beth DeLord



My Commission expires: April 12, 2023

Recommended for Payment by:

Approved for Payment by:

HR Green, Inc.

3/5/21

HR Green, Inc.

Date

Date

Approved for Payment by:

Approved for Payment by:

Date

Date

PROJECT: Sanitary Sewer Improvements Phase 1
 OWNER: City of Liberty
 CONTRACTOR: Allco, LLC
 ENGINEER: HR Green
 CONTRACT:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
A.	<u>Site Preparation</u>							
1	Mobilization							
	a. Performance & Payment Bonds	1	LS	88,000.00	88,000.00		100%	88,000.00
	b. Move-in	1	LS	62,000.00	62,000.00		100%	62,000.00
2	Demobilization, Temporary Facilities & Controls	1	LS	5,000.00	5,000.00		100%	5,000.00
3	Furnish & install City of Liberty Project Sign	6	EA	900.00	5,400.00		6	5,400.00
4	Complete TPDES requirements	1	LS	8,000.00	8,000.00		100%	8,000.00
5	Traffic Control at all locations (except Texas St.)	1	LS	26,000.00	26,000.00		100%	26,000.00
B.	<u>Manhole Replacement</u>							
6	Remove & replace 48" manhole less than 4'	7	EA	5,000.00	35,000.00		7	35,000.00
7	Remove & replace 48" manhole, 4' - 8'	33	EA	5,600.00	184,800.00		33	184,800.00
8	Remove & replace 48" manhole, 8' - 12'	16	EA	9,000.00	144,000.00		16	144,000.00
9	Remove & replace 48" manhole, 12' - 16'	2	EA	12,000.00	24,000.00		2	24,000.00
C.1	<u>Sewer Line Along Travis Street</u>							
10	Rehab exist. 8"/10" sewer with 10" by bursting	775	LF	144.61	112,072.75		757	109,469.77
11	Remove & replace manholes, all depths	5	EA	3,700.00	18,500.00		4	14,800.00
12	Plug abandoned sewer line @ Travis & Monta	1	EA	1,000.00	1,000.00		1	1,000.00
13	Service stub & connect, near side	2	EA	700.00	1,400.00		4	2,800.00
14	Service stub & connect, far side	2	EA	1,000.00	2,000.00			
C.2	<u>Trunk Line along South Side of Hwy 90</u>							
15	Abandon existing sewer lines north of Hwy 90	1	LS	10,800.00	10,800.00		100%	10,800.00
16	Abandon/remove exist swr lines south of Hwy 90	1	LS	12,700.00	12,700.00		100%	12,700.00
17	Rehab by bursting 18" pipe on south of Hwy 90	365	LF	181.33	66,185.45		365	66,185.45
18	24" Sewer by microtunneling on south of Hwy 90	792	LF	930.17	736,694.64		792	736,694.64
19	30" Sewer by microtunneling on south of Hwy 90	1,177	LF	950.17	1,118,350.09		1,177	1,118,350.09
20	Remove & replace manholes all depths	6	EA	7,500.00	45,000.00		6	45,000.00
C.3.1	<u>Sanitary Sewer Improvements Along Texas St</u>							
21	Remove & replace 6"/8" with 15"	1,495	LF	166.97	249,620.15		1,495	249,620.15
22	Replace 8" with 15"	33	LF	166.97	5,510.01		33	5,510.01
23	Replace 6" with 15"	61	LF	166.97	10,185.17		61	10,185.17
24	Furnish & install manholes	13	EA	3,300.00	42,900.00		13	42,900.00
25	Install service - far side	5	EA	1,200.00	6,000.00		5	6,000.00
26	Install service - near side	11	EA	800.00	8,800.00		13	10,400.00
C.3.2	<u>Storm Sewer Improvements Along Texas St</u>							
27	Remove exist 15" & 24" RCP storm sewer	1	LS	11,500.00	11,500.00		100%	11,500.00
28	Install 18" RCP storm sewer	304	LF	189.83	57,708.32		304	57,708.32
29	Install 24" RCP storm sewer	173	LF	224.63	38,860.99		173	38,860.99
30	Install 30" RCP storm sewer	376	LF	237.73	89,386.48		376	89,386.48
31	Install 36" RCP storm sewer	509	LF	279.00	142,011.00		509	142,011.00
32	Furnish & install manholes	8	EA	5,100.00	40,800.00		8	40,800.00
33	Install curb inlets - all types	10	EA	2,850.00	28,500.00		10	28,500.00
C.3.3	<u>Road Improvements Along Texas St</u>							
34	Remove & replace existing driveway	1	LS	19,000.00	19,000.00		100%	19,000.00
35	Remove existing pavement	1,715	SY	16.00	27,440.00		1,715	27,440.00
36	Install 7" concrete pavement	1,715	SY	65.00	111,475.00		1,715	111,475.00
37	Install 6" lime stabilized subgrade	1,800	SY	18.00	32,400.00		1,800	32,400.00

Attachment: ltr-210210-Recommendation-26-FINAL (5061 : Change Order 5 Sanitary Sewer Imp. Project Phase 1 - Allco)

PROJECT: Sanitary Sewer Improvements Phase 1
 OWNER: City of Liberty
 CONTRACTOR: Allco, LLC
 ENGINEER: HR Green
 CONTRACT:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
38	Lime for subgrade stabilization	22	TON	210.00	4,620.00		22	4,620.00
39	Install 6" concrete curb	1,076	LF	7.00	7,532.00		1,076	7,532.00
40	Traffic control	1	LS	12,000.00	12,000.00		100%	12,000.00
C.4	<u>Trunk Line East of N. Travis Street</u>							
41	Replace existing 15" sewer with 15"	1,948	LF	161.71	315,011.08		1,948	315,011.08
42	Rehab existing 15" with 15" by bursting	468	LF	172.58	80,767.44		468	80,767.44
43	Remove & replace manholes	7	EA	3,900.00	27,300.00		7	27,300.00
44	Install service - near side	3	EA	800.00	2,400.00		3	2,400.00
D.1	<u>Beaumont Lift Station</u>							
45	Demo Beaumont Lift Station							
	a. Demo Fencing	1	LS	1,000.00	1,000.00		100%	1,000.00
	b. Demo Wet Well Top/Pumps/Piping/Etc	1	LS	10,000.00	10,000.00		100%	10,000.00
	c. Backfill/Abandon Wet Well	1	LS	8,000.00	8,000.00		100%	8,000.00
	d. Bypass Pumping--Set Up	1	LS	7,000.00	7,000.00		100%	7,000.00
	e. Bypass Pumping--Maintain	1	LS	4,000.00	4,000.00		100%	4,000.00
46	Furnish/Place Gravel @ BMT Drive	1	LS	3,000.00	3,000.00		100%	3,000.00
47	Demo MH40005/Install New MH40004	1	LS	25,000.00	25,000.00		100%	25,000.00
48	Sitework @ Proposed BMT LS							
	a. Clearing/Grubbing	1	LS	13,000.00	13,000.00		100%	13,000.00
	b. Site Grading/Fill/Misc	1	LS	1,500.00	1,500.00		100%	1,500.00
	c. Construct Concrete Drive/Gravel Parking Area	1	LS	12,000.00	12,000.00		100%	12,000.00
	d. Construct Generator Pad	1	LS	12,000.00	12,000.00		100%	12,000.00
	e. Construct Control Panel Pad	1	LS	2,000.00	2,000.00		100%	2,000.00
	f. Install Bollards	1	LS	2,000.00	2,000.00		100%	2,000.00
	g. Chain Link Fence	1	LS	12,500.00	12,500.00		100%	12,500.00
49	Water Connection to Lift Station Site	1	LS	3,600.00	3,600.00		100%	3,600.00
50	Furnish Conc Wet Well/Pad/Etc							
	a. Install 96" RCP Wet Well	1	LS	52,000.00	52,000.00		100%	52,000.00
	b. Construct Wet Well Bottom	1	LS	12,000.00	12,000.00		100%	12,000.00
	c. Construct Wet Well Top	1	LS	9,000.00	9,000.00		100%	9,000.00
	d. Construct Pipe Slab	1	LS	4,000.00	4,000.00		100%	4,000.00
	e. Construct Control Panel Canopy	1	LS	10,000.00	10,000.00		100%	10,000.00
	f. Install Pumps/Guidrails	1	LS	5,000.00	5,000.00		100%	5,000.00
	g. Install Hatch/Crane/Misc Accessories	1	LS	1,000.00	1,000.00		100%	1,000.00
	h. Piping--Install Discharge Piping	1	LS	6,000.00	6,000.00		100%	6,000.00
	i. Piping--Install Vent Piping	1	LS	1,000.00	1,000.00		100%	1,000.00
	j. Piping--Above Ground Header Piping	1	LS	3,000.00	3,000.00		100%	3,000.00
	k. Piping Materials	1	LS	18,000.00	18,000.00		100%	18,000.00
	l. Coatings--Wet Well	1	LS	26,000.00	26,000.00		100%	26,000.00
	m. Coatings--Above Ground Piping	1	LS	3,000.00	3,000.00		100%	3,000.00
51	New Pumps/Guide rails/Controls/Etc	1	LS	55,793.00	55,793.00		100%	55,793.00
52	Start-up/Training/Manuals/Etc	1	LS	2,500.00	2,500.00		100%	2,500.00
53	Furnish/Install Electrical (Complete)							
	a. Demolition	1	LS	3,000.00	3,000.00		100%	3,000.00
	b. Service	1	LS	21,000.00	21,000.00		100%	21,000.00
	c. Underground	1	LS	12,000.00	12,000.00		100%	12,000.00
	d. Grounding	1	LS	6,000.00	6,000.00		100%	6,000.00
	e. Wire pull & terminations	1	LS	15,000.00	15,000.00		100%	15,000.00
	f. Light poles	1	LS	12,000.00	12,000.00		100%	12,000.00
	g. Piping	1	LS	3,000.00	3,000.00		100%	3,000.00
	h. Generator	1	LS	23,000.00	23,000.00		100%	23,000.00
D.2	<u>Bypass Lift Station</u>							

Attachment: ltr-210210-Recommendation-26-FINAL (5061 : Change Order 5 Sanitary Sewer Imp. Project Phase 1 - Allco)

PROJECT: Sanitary Sewer Improvements Phase 1
 OWNER: City of Liberty
 CONTRACTOR: Allco, LLC
 ENGINEER: HR Green
 CONTRACT:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
54	Demo Bypass LS Structure							
	a. Demo Fencing	1	LS	1,000.00	1,000.00		100%	1,000.00
	b. Demo Wet Well Top/Pumps/Piping/Etc	1	LS	25,000.00	25,000.00		100%	25,000.00
	c. Bypass Pumping--Set Up	1	LS	17,000.00	17,000.00		100%	17,000.00
	d. Bypass Pumping--Maintain	1	LS	17,000.00	17,000.00		100%	17,000.00
55	Sitework @ Bypass LS							
	a. Clearing/Grubbing	1	LS	5,000.00	5,000.00		100%	5,000.00
	b. Site Grading/Fill/Misc	1	LS	1,000.00	1,000.00		100%	1,000.00
	c. Construct Gravel Parking Area/Drive	1	LS	8,000.00	8,000.00		100%	8,000.00
	d. Construct Generator Pad	1	LS	12,000.00	12,000.00		100%	12,000.00
	e. Construct Control Panel Pad	1	LS	1,500.00	1,500.00		100%	1,500.00
	f. Install Bollards	1	LS	1,000.00	1,000.00		100%	1,000.00
	g. Chain Link Fence	1	LS	3,500.00	3,500.00		100%	3,500.00
56	Water Connection To Bypass LS	1	LS	3,600.00	3,600.00		100%	3,600.00
57	Construct Improvements @ Bypass LS							
	a. Construct Wet Well Top	1	LS	20,000.00	20,000.00		100%	20,000.00
	b. Construct Pipe Slab	1	LS	9,500.00	9,500.00		100%	9,500.00
	c. Construct Control Panel Canopy	1	LS	10,000.00	10,000.00		100%	10,000.00
	d. Install Platforms/Stairs/Handrails	1	LS	8,000.00	8,000.00		100%	8,000.00
	e. Install Pumps/Guidrails	1	LS	7,500.00	7,500.00		100%	7,500.00
	f. Install Hatch/Crane/Misc Accessories	1	LS	1,000.00	1,000.00		100%	1,000.00
	g. Piping--Install Discharge Piping	1	LS	8,500.00	8,500.00		100%	8,500.00
	h. Piping--Install Vent Piping	1	LS	1,000.00	1,000.00		100%	1,000.00
	i. Piping--Above Ground Header Piping	1	LS	5,000.00	5,000.00		100%	5,000.00
	j. Piping Materials	1	LS	16,500.00	16,500.00		100%	16,500.00
	k. Coatings	1	LS	12,000.00	12,000.00		100%	12,000.00
58	New Pumps/Guide rails/Controls/Etc	1	LS	30,248.00	30,248.00		100%	30,248.00
59	Start-up/Training/Manuals/Etc	1	LS	2,500.00	2,500.00		100%	2,500.00
60	Furnish/Install Electrical (Complete)							
	a. Demolition	1	LS	3,000.00	3,000.00		100%	3,000.00
	b. Service	1	LS	20,000.00	20,000.00		100%	20,000.00
	c. Underground	1	LS	12,000.00	12,000.00		100%	12,000.00
	d. Grounding	1	LS	6,000.00	6,000.00		100%	6,000.00
	e. Wire pull & terminations	1	LS	15,000.00	15,000.00		100%	15,000.00
	f. Light poles	1	LS	12,000.00	12,000.00		100%	12,000.00
	g. Piping	1	LS	3,000.00	3,000.00		100%	3,000.00
	h. Generator	1	LS	23,000.00	23,000.00		100%	23,000.00
D.3	<u>McGuire Lift Station</u>							
61	Sitework @ McGuire LS							
	a. Site Grading/Fill/Misc	1	LS	4,000.00	4,000.00		100%	4,000.00
	b. Construct Gravel Parking Area/Drive	1	LS	12,000.00	12,000.00		100%	12,000.00
	c. Construct Generator Pad	1	LS	12,000.00	12,000.00		100%	12,000.00
	d. Install Bollards	1	LS	500.00	500.00		100%	500.00
	e. Chain Link Fence	1	LS	3,500.00	3,500.00		100%	3,500.00
62	Demo McGuire LS Structure							
	a. Demo Fencing	1	LS	500.00	500.00		100%	500.00
	b. Demo CMU Wet Well/Pumps/Piping/Etc	1	LS	10,500.00	10,500.00		100%	10,500.00
	c. Bypass Pumping--Set Up	1	LS	7,000.00	7,000.00		100%	7,000.00
	d. Bypass Pumping--Maintain	1	LS	4,000.00	4,000.00		100%	4,000.00
63	New MH 80187/24" Sewer/Vent	1	LS	18,000.00	18,000.00		100%	18,000.00
64	Water Connection To McGuire LS	1	LS	6,000.00	6,000.00		100%	6,000.00
65	Furnish Conc Wet Well/Pad/Etc							
	a. Install 72" RCP Wet Well	1	LS	32,000.00	32,000.00		100%	32,000.00

Attachment: ltr-210210-Recommendation-26-FINAL (5061 : Change Order 5 Sanitary Sewer Imp. Project Phase 1 - Allco)

PROJECT: Sanitary Sewer Improvements Phase 1

OWNER: City of Liberty

CONTRACTOR: Allco, LLC

ENGINEER: HR Green

CONTRACT:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
	b. Construct Wet Well Bottom	1	LS	12,000.00	12,000.00		100%	12,000.00
	c. Construct Wet Well Top	1	LS	9,000.00	9,000.00		100%	9,000.00
	d. Construct Pipe Slab	1	LS	4,000.00	4,000.00		100%	4,000.00
	e. Construct Control Panel Canopy	1	LS	10,000.00	10,000.00		100%	10,000.00
	f. Install Platforms/Stairs/Handrails	1	LS	8,000.00	8,000.00		100%	8,000.00
	g. Install Pumps/Guidrails	1	LS	8,000.00	8,000.00		100%	8,000.00
	h. Install Hatch/Crane/Misc Accessories	1	LS	1,000.00	1,000.00		100%	1,000.00
	i. Piping--Install Discharge Piping	1	LS	6,000.00	6,000.00		100%	6,000.00
	j. Piping--Install Vent Piping	1	LS	1,000.00	1,000.00		100%	1,000.00
	k. Piping--Above Ground Header Piping	1	LS	3,000.00	3,000.00		100%	3,000.00
	l. Piping Materials	1	LS	16,000.00	16,000.00		100%	16,000.00
	m. Coatings	1	LS	12,000.00	12,000.00		100%	12,000.00
66	New Pumps/Guide rails/Controls/Etc	1	LS	66,771.00	66,771.00		100%	66,771.00
67	Start-up/Training/Manuals/Etc	1	LS	2,500.00	2,500.00		100%	2,500.00
68	Furnish/Install Electrical (Complete)							
	a. Demolition	1	LS	2,000.00	2,000.00		100%	2,000.00
	b Service	1	LS	20,000.00	20,000.00		100%	20,000.00
	c. Underground	1	LS	10,000.00	10,000.00		100%	10,000.00
	d. Grounding	1	LS	5,000.00	5,000.00		100%	5,000.00
	e. Wire pull & terminations	1	LS	15,000.00	15,000.00		100%	15,000.00
	f. Light poles	1	LS	12,000.00	12,000.00		100%	12,000.00
	g. Piping	1	LS	3,000.00	3,000.00		100%	3,000.00
	h. Generator	1	LS	23,000.00	23,000.00		100%	23,000.00
	b. Generator Platform	1	LS	15,000.00	15,000.00		100%	15,000.00
D.4	<u>Johnson Lift Station</u>							
69	Demo Existing Johnson LS	1	LS	19,000.00	19,000.00		100%	19,000.00
70	New MH 50085 & 50084, 8" sewer	1	LS	9,000.00	9,000.00		100%	9,000.00
D.5	<u>Lakeland Lift Station</u>							
71	Demo Existing Lakeland LS	1	LS	23,000.00	23,000.00		100%	23,000.00
72	Install 480 LF of 10" gravity sewer & 2 manholes	1	LS	24,000.00	24,000.00		60%	14,400.00
E.	<u>Allowance Items</u>							
73	Electrical service - Beaumont LS	1	LS	30,000.00	30,000.00			
74	Testing by Geotechnical Engineer	1	LS	40,000.00	40,000.00		41.74138%	16,696.00
F.	<u>Extra Unit Allowance Items</u>							
75	2" PVC sewer pipe replacement	100	LF	20.00	2,000.00			
76	4" PVC sewer pipe replacement	100	LF	25.00	2,500.00			
77	6" PVC sewer pipe replacement	100	LF	35.00	3,500.00			
78	8" PVC sewer pipe replacement	100	LF	40.00	4,000.00			
79	10" PVC sewer pipe replacement	100	LF	50.00	5,000.00			
80	12" PVC sewer pipe replacement	100	LF	52.00	5,200.00			
81	15" PVC sewer pipe replacement	100	LF	55.00	5,500.00			
82	18" PVC sewer pipe replacement	100	LF	60.00	6,000.00			
83	24" PVC sewer pipe replacement	50	LF	100.00	5,000.00			
84	Concrete paving for Bid Items 75-83	100	SY	75.00	7,500.00			
85	Asphalt paving for Bid Items 75-83	100	SY	40.00	4,000.00			
TOTAL FOR PROJECT					5,389,342.57			5,270,935.59

Attachment: ltr-210210-Recommendation-26-FINAL (5061 : Change Order 5 Sanitary Sewer Imp. Project Phase 1 - Allco)

PROJECT: Sanitary Sewer Improvements Phase 1

OWNER: City of Liberty

CONTRACTOR: Allco, LLC

ENGINEER: HR Green

Contract:

C/O ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
	Change Order No. 1 Engineering Service for LS by HR Green	(1)	LS	3,080.00	(3,080.00)		(1)	(3,080.00)
	Change Order No. 2 Obstruction Hwy 90 Milam & Austin	1	LS	15,128.97	15,128.97		1	15,128.97
	Change Order No. 3 Beaumont Lift Station Relocation	(1)	LS	20,000.00	(20,000.00)		(1)	(20,000.00)
	Change Order N. 4 Install Walk Gate/Pedestrian Gate @ McGuire Lift Station	1	LS	1,265.00	1,265.00		1	1,265.00
	Connect 10" Sewer Line to MH 70028	1	LS	6,770.00	6,770.00		1	6,770.00
	Remove Waterline Service from Bypass LS	(1)	LS	2,295.00	(2,295.00)		(1)	(2,295.00)
	Change Order No. 5 Installation of VFD Starters McGuire LS	1	LS	8,670.00	8,670.00		1	8,670.00
	Payment 120 days damages	(1)	LS	60,000.00	(60,000.00)		(1)	(60,000.00)
TOTAL CHANGE ORDERS					(53,541.03)			(53,541.03)

Attachment: ltr-210210-Recommendation-26-FINAL (5061 : Change Order 5 Sanitary Sewer Imp. Project Phase 1 - Allco)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Grant Issues

RESOLUTION (ID # 5063)

DOC ID: 5063

Department: Administration

Subject: Texas Department of Agriculture Community Development Block Grant

Background: The Texas Department of Agriculture (TDA) is accepting applications for the Community Development Block Grant (CDBG) Program. The City has received CDBG funding in previous years and has earmarked them for water and wastewater improvements. The TDA has broadened the grant application to allow other infrastructure, such as streets, to be eligible for funding. As with other CDBG funding, the improvements must benefit low to moderate income areas. During the March 9, 2021, City Council Meeting, approval was received to retain an engineering firm to assist in preparing the application. The engineering firm has prepared a budget based on rehabilitating Layl Drive from US 90 to south of Avenue J. The estimated cost of the street work is \$312,500 and the total project cost including program administration and engineering is \$402,500. The 15% match or \$60,375 required for the project will be funded by the Cambridge Fund.

Funding Source: Local Match of \$60,375 will be from the Cambridge Fund.

Staff Recommendation: Staff recommend approval of the resolution submitting the Grant Application to the Texas Department of Agriculture.

A RESOLUTION OF THE CITY COUNCIL OF LIBERTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of Liberty desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to- moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Liberty to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.

2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$350,000.00 of grant funds for Street Improvements in the City.
4. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:
 - The Mayor and City Manager shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents;
 - The Mayor and City Manager are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
 - If this application is funded, the Mayor, City Manager, Finance Director, and City Secretary are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of Liberty is committing \$60,375.00 from its Cambridge Fund as a cash contribution toward this project.

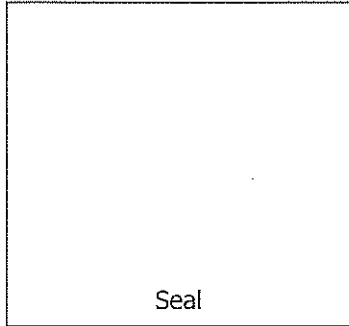
Passed and approved this ____ day of _____, 2021.

Mayor
City of Liberty, Texas

City Secretary
City of Liberty, Texas

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Activity Description	HUD Act #	Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total
Street Improvements	03K	8" Stabilization of Roadway Material in Place	\$8.50	SY	11,300	\$96,050	\$0	\$96,050
Street Improvements	03K	2" HMAC overlay	\$18.00	SY	10,300	\$185,400	\$0	\$185,400
Street Improvements	03K	Traffic Control	\$10,000.00	LS	1	\$10,000	\$0	\$10,000
Street Improvements	03K	Seeding	\$6,050.00	LS	1	\$6,050	\$0	\$6,050
Street Improvements	03K	Mobilization	\$15,000.00	LS	1	\$15,000	\$0	\$15,000
General Program Administration (use	21A	Grant Administration	\$35,000.00	LS	1	\$35,000	\$0	\$35,000
Street Improvements	03K	Engineering	\$55,000.00	LS	1	\$55,000	\$0	\$55,000
						\$402,500	\$0	\$402,500



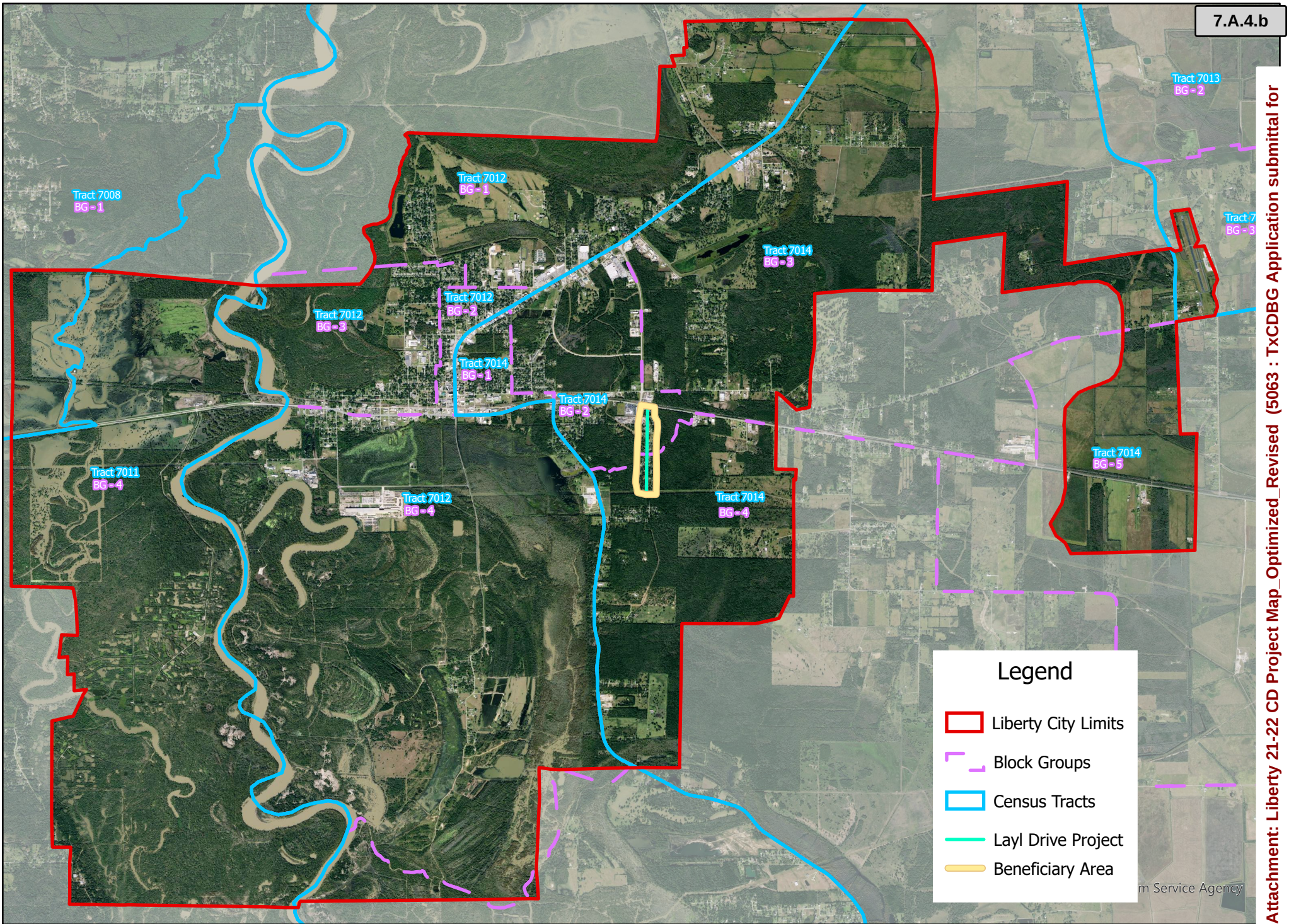
Signature of Registered Engineer/Architect Responsible For Table 2

Date:

Phone Number

Email

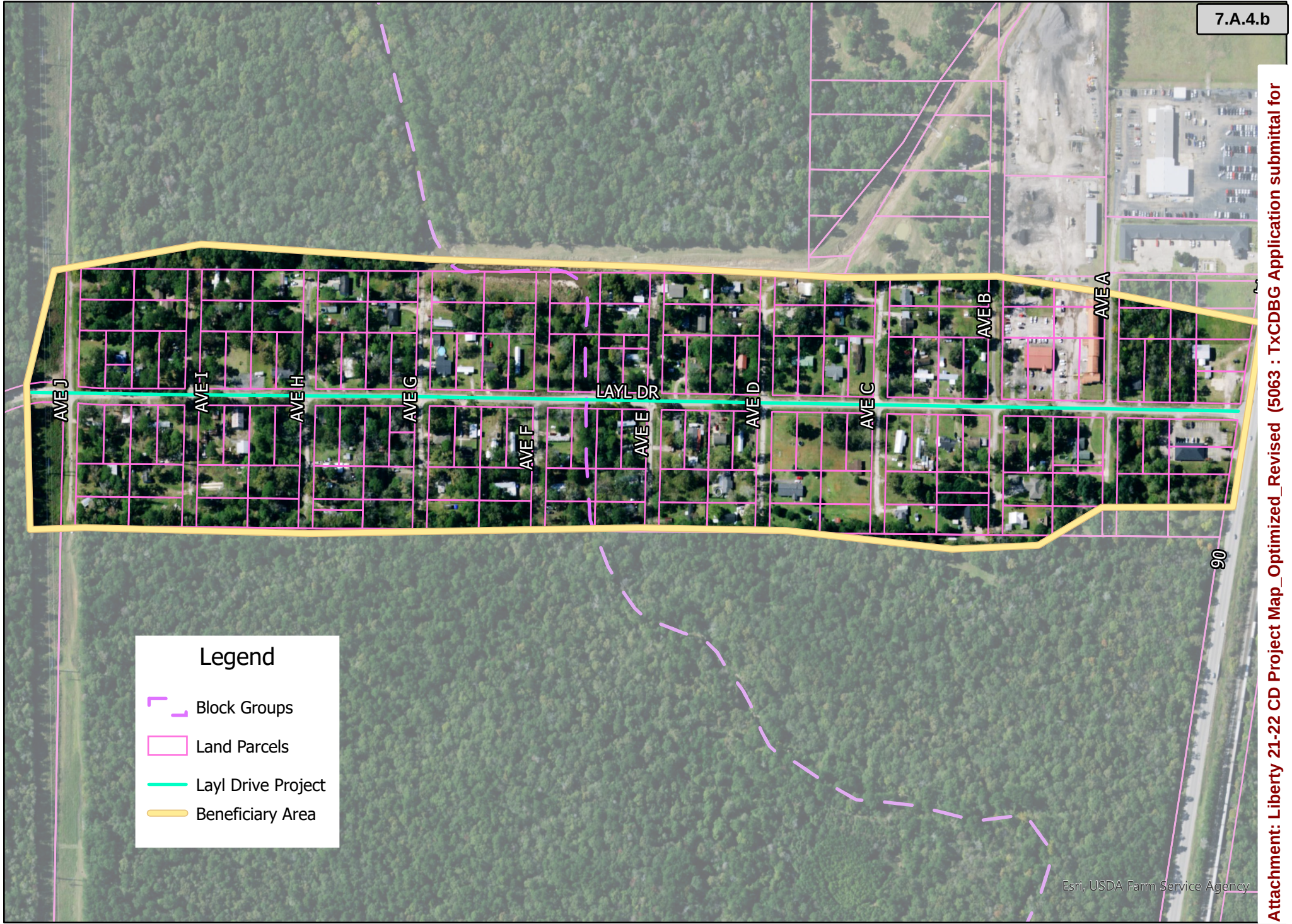
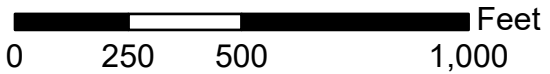
Justification for the identified project service area.



Attachment: Liberty 21-22 CD Project Map_Optimized_Revised (5063 : TxCDBG Application submittal for

Legend

- Block Groups
- Land Parcels
- Layl Drive Project
- Beneficiary Area





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Utilities

RESOLUTION (ID # 5065)

DOC ID: 5065

Department: Administration

Subject: Electric Utility Study

Background: It is anticipated that the City's electric supplier, Sam Rayburn Municipal Power Agency (SRMPA), will complete a wholesale electric rate study including the evaluation of its wholesale rate structure during the Spring/early Summer of 2021. The level and structure of SRMPA's electric charges are the key elements and drivers of the City's electric costs. The proposed scope of services by the consultant, GDS Associates, Inc., consists of three major components and are summarized below:

1. Financial review to determine the respective total revenue requirement for the electric utility. This review will focus on the financial obligations and goals of the electric utility.
2. An allocated cost of service analysis for the electric utility. This component will focus on the allocation of the City's electric utility plant investment and adjusted operating expenses to the retail classes, to determine the adequacy of the revenues provided by the rates applicable to those classes in comparison of the cost to provide them service.
3. A review of the charges and provisions in the City's existing retail rate schedules. Recommendations for retail rate revisions will be prepared and submitted for review.

Included as a part of the study are two one day visits to the City, one of which will be a presentation to City Council. The cost of the study is \$48,000 and will be paid for by the Cambridge Fund. A copy of the proposed agreement is attached.

Funding Source: The \$48,000 cost of the study will be from the Cambridge Fund.

Staff Recommendation: Staff recommend approval of the resolution authorizing the City Manager to execute the agreement.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GDS ASSOCIATES, INC. TO PERFORM A FINANCIAL REVIEW, ALLOCATED COST OF SERVICE AND RETAIL RATE STUDY FOR THE ELECTRIC SYSTEM.

WHEREAS, it is anticipated that the City's electric supplier, Sam Rayburn Municipal Power Agency (SRMPA), will complete a wholesale electric rate study including the evaluation of its wholesale rate structure during the Spring/early Summer of 2021; and

WHEREAS, the level and structure of SRMPA's electric charges are the key elements and drivers of the City's electric costs; and

WHEREAS, the proposed scope of services by the consultant, GDS Associates, Inc., consists of three major components, summarized below:

1. Financial review to determine the respective total revenue requirement for the electric utility. This review will focus on the financial obligations and goals of the electric utility;
2. An allocated cost of service analysis for the electric utility. This component will focus on the allocation of the City's electric utility plant investment and adjusted operating expenses to the retail classes, to determine the adequacy of the revenues provided by the rates applicable to those classes in comparison of the cost to provide them service;
3. A review of the charges and provisions in the City's existing retail rate schedules. Recommendations for the retail rate revisions will be prepared and submitted for review; and

WHEREAS, included as a part of the study are two one-day visits to the City, one of which will be a presentation to City Council; and

WHEREAS, the cost of the study is \$48,000 and will be paid for by the Cambridge Fund; and

WHEREAS, a copy of the proposed agreement is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the City Manager to execute an agreement with GDS Associates, Inc., attached hereto as Exhibit "A", to perform a Financial Review, Allocated Cost of Service and Retail Rate Study for the Electric System.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary



James E. Striedel, Managing Director
 james.striedel@gdsassociates.com
 direct 512-541-3153
 cell 281-798-2052

April 6, 2021

Mr. Tom Warner
 City Manager
 City of Liberty, Texas
 1829 Sam Houston
 Liberty, Texas 77575

RE: Financial Review, Allocated Cost of Service and Retail Rate Consulting Services for Electric Utilities

Dear Tom:

Thank you for your expressed interest in GDS Associates performing an electric rate study for the City of Liberty. In particular, an electric rate study consists of three steps: 1) a financial review to determine the revenue requirements for the City's electric utility, 2) an allocated cost of service analysis to determine the annual costs and net income provided by the various rate classes served by the electric utility and 3) an evaluation of the charges, terms and provisions contained in the present retail rate schedules.

It is anticipated that the City of Liberty's electric supplier, Sam Rayburn Municipal Power Agency ("SRMPA"), will complete a wholesale electric rate study including the evaluation of its wholesale rate structure during the Spring of 2021. The level and structure of SRMPA's electric charges are the key elements and drivers in the City of Liberty's electric costs. It will be prudent to stage completion of the City of Liberty's allocated electric cost of service and retail electric rate study following the completion and adoption of the SRMPA wholesale rate structure.

A brief description of the scope of services, along with an approximate time frame is set forth below.

Scope of Services

The scope of services to be provided by GDS Associates consists of three major components. The first component is a financial review to determine the respective total revenue requirements for the electric utility. This review will be prepared using fiscal year ending September 30, 2020 as the "test year" and will focus on the financial obligations and goals of the electric utility. It is preferable to use an historical test year for studies of this type in order to make use of the available detailed accounting records and customer billing data for the purposes of cost allocation and rate analysis. However, both normalization and pro forma adjustments (such as the impact of the new electric power supply agreement, budgets, etc.) will be made to the actual historical test year revenues and expenses to produce a proper on-going financial position. Financial parameters such as a rate of return and debt service coverage ratios as appropriate will be examined. The objective of this financial review is to determine the overall cost of providing service for the electric utility system, which reflects the magnitude of revenue required to attain the City's specific financial objectives and maintain or move toward a sound financial position for the electric utility services it provides.

The second component of consulting services consists of an allocated cost of service analysis for the electric utility. Since the City's accounting and billing systems keep separate records for electric, water and sewer systems, most of the "service-based" cost separation has already been directly assigned. Thus, this component of the consulting services will focus primarily on the allocation of the City's electric utility plant investment and adjusted operating expenses to the retail rate classes, in order to determine the adequacy of the revenues provided by the present rates applicable to those classes in light of the cost of providing service to them. The results of this analysis will enable the City to examine the net income provided by its major customer groups. In addition, the allocated cost of service analysis will provide component cost data for evaluating the specific rate charges (customer, facility, capacity, consumption) contained in the present retail rate schedules. It is assumed that the electric utility's costs will be allocated to the existing retail rate classes. If the requested scope of services includes examining the feasibility of creating new rate classes, then such examination may increase the cost estimate provided herein.

The third component of consulting services pertains to a review of the charges and provisions in the City's existing retail rate schedules. Recommendations for retail rate revisions will be prepared and submitted for review. Those recommendations will consider the total revenue requirement determined in the first component of the project, and the cost-of-service results obtained in the second component of the project. In addition to those two major rate design parameters, other factors such as efficiency, competitiveness, simplicity, ease of administration, and avoidance of adverse impacts will also be incorporated in the rate review process. All of these ratemaking parameters will be evaluated and thoroughly discussed with the City's staff to achieve an appropriate blending of those factors. During those discussions, the appropriateness of alternative retail rate structures such as time-of-use rates, rates for customers with behind the meter generation, and other innovative rate structures may also be examined on a conceptual basis.

In the retail rate study, GDS will develop a basic models that can be easily updated by the City Staff (or GDS personnel) during the annual budgeting process.

The proposed scope of services includes two one-day visits to the City. A written executive summary will be prepared to document the analyses and findings. The proposed scope of services also includes an oral presentation to the City Council (included in one of the two one-day visits).

Methodology and Procedures

We propose to work closely with the City's staff in all phases of the project to obtain the benefit of their firsthand knowledge of the City's utility systems. This will also provide benefits to the staff by providing them with a full understanding of the assumptions, methods, and results of the study. It is our belief that this understanding is essential in order for the management and staff of the City to accept and implement the recommendations resulting from this project.

An Initial Data Request that outlines the basic information needed to perform the analyses will be provided to the City's staff. This effort mainly consists of providing copies of accounting reports and retrieving customer billing records from the computer system. The City's staff will also participate in conference calls or meetings to offer input and feedback to the analyses in progress.

After receiving the data requested, GDS will complete a preliminary financial review and allocated cost of service analysis. A meeting or conference call will then be held with the City's staff to discuss the results of these analyses and their impact on retail rate design. Based on the decisions at this meeting, the financial review and allocated cost of service analyses will be finalized and initial revisions to the current rate structures will be developed and discussed with the City's staff.

While preparing the preliminary cost of service analysis, a competitive assessment will also be conducted. Generic billing comparisons of the City's retail rates with those of other specified utilities at various consumption levels will be prepared. In addition, for each demand billed electric customer (commercial, industrial, etc.), monthly billing will be computed using the applicable rates of neighboring electric utilities and such billing will be compared on a monthly basis to the City's present rate charges. In this manner, the City can obtain a more realistic view of its current competitive position, based on the specific load characteristics of its own consumers.

The final meeting will then be held during which a presentation of findings and observations regarding the retail rates will be made to the City's staff and City Council. This presentation will be in person and will be accompanied by a written executive summary.

The methodology and procedures just described are those we typically follow and have found to work well with most of our clients. However, we will be happy to modify them if necessary, to suit your needs. For instance, many municipalities prefer to maintain rate models that can be used for future budgets to calculate the revenue requirements for the utility's budget year. We have included such models in the rate study pricing.

Time Frame

GDS Associates is prepared to commence work on the project immediately. We should be able to perform the majority of the consulting services described herein during the late Spring to early summer of 2021 and present the results and recommendations to the City Staff in August or September 2021, in time for any approved retail rate

revisions to be incorporated into the next budget year applicable with SRMPA's new wholesale rate structure effective October 1, 2021. This time frame is based in part on our prior conversations and may be modified if you so desire.

Cost Estimate

Given the scope of services described herein, we estimate that we can perform those services for the electric utility for a total cost of approximately \$48,000, which we believe will allow for a thorough analysis of the pertinent issues that may arise during the course of the project. If perchance the other SRMPA member cities, Jasper and Livingston, TX, also choose to allow GDS to complete rate studies in this 2021 time frame using similar rate models there can be the opportunity for approximately a 10% savings on each individual city's total study cost.

Each cost estimate includes professional fees only and does not include estimated expenses such as telephone, reproduction and shipping charges, and travel and subsistence for trips to Liberty. However, we expect these costs to be minimal. The determination of City Administrative cost allocations is included in the electric rate study. If more trips are requested for the purpose of attending meetings with the public or the City Council, then additional fees at our standard billing rates, plus reimbursement of expenses for travel and subsistence, will be incurred. This estimate assumes that the City's records are in good condition and this assignment will not require a significant amount of time to analyze and interpret the data provided.

Experience of the Firm and Key Personnel

I will serve as the principal project manager and contact for the services proposed herein and will oversee the services pertaining to the electric utility system. I am a Managing Director of GDS Associates with over 35 years of experience in the utility industry. I have prepared class cost of service studies and rate design for electric and gas cases for investor-owned utilities testifying or supporting witnesses before public utility commissions in Texas, Arkansas, Louisiana and Mississippi and the FERC.

There will be other consulting professionals at GDS Associates assisting me with significant portions of the rate study or studies. Those individuals include Jim Daniel and Chuck Loy.

Jim Daniel, an Executive Consultant of GDS Associates, will provide services pertaining to the electric utility system. Mr. Daniel has over 35 years' experience in the utility industry. He has conducted technical economic analyses of electric, gas, telephone, water and wastewater cases involving over 45 investor-owned utilities and 20 publicly-owned utilities in 25 states. Additionally, Mr. Daniel has presented utility ratemaking training seminars and has presented utility related workshops for the National Rural Electric Cooperative Association.

Chuck Loy, a Certified Public Accountant and a Principal of GDS Associates, has experience in performing financial and accounting reviews for electric utilities and will assist me with the overall revenue requirements for the electric utility. Also, Mr. Loy has extensive rate experience with water and sewer utility systems if needed. Mr. Loy's water and wastewater experience includes performing financial reviews, allocated cost of service analyses and rate studies for more than 20 years.

All of these individuals have extensive experience in the areas of cost of service and retail rate studies. The resumes of these individuals are provided herewith.

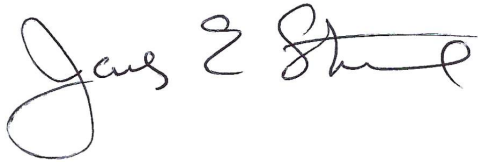
GDS will bill the City of Liberty on a monthly basis. We will work closely with you to accomplish the work in a thorough and efficient manner and will not perform work outside the scope describe in this Letter Agreement without your prior written approval. The City of Liberty and GDS have the right to terminate this engagement at any time after reasonable advance written notice. On termination, all fees and costs incurred prior to termination shall be paid promptly after receipt of an invoice. Thereafter, GDS will deliver any original documents belonging to the City of Liberty and deliver any other documents that have been paid for but not delivered.

Due to the nature of rate studies, we cannot guarantee the results. However, we do guarantee your satisfaction with our service. If GDS does not perform to your satisfaction, we will resolve the issue, even if it means reducing our fees.

April 6, 2021

Thank you for requesting GDS Associates to present this summary of consulting services. If you have any questions or need additional information, please do not hesitate to call. We look forward to working with you and appreciate the opportunity for our firm to be of service to the City of Liberty.

Very truly yours,



James E. Striedel
Managing Director

THIS LETTER AGREEMENT IS ACCEPTED BY:

Mr. Tom Warner
City Manager
City of Liberty, Texas

Signature

Attachment: City of Liberty GDS Letter Proposal Final 4-6-21 (5065 : Electric Utility Study - GDS Associates)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Miscellaneous Issues

ORDINANCE (ID # 5058)

DOC ID: 5058

Department: Administration

Subject: CenterPoint Rate Increase

Background: On March 4, 2021, CenterPoint Energy Texas filed a Gas Reliability Infrastructure Program (GRIP) adjustment with communities in the Beaumont/East Texas Division of the Company. The GRIP Statute authorizes gas utility companies to request annual rate increases associated with year-to-year changes in increment investment. The changes in investment are not subject to reasonableness review in the GRIP filing. Instead all amounts collected under a GRIP filing are considered interim rates subject to review and refund in the Company's next rate base proceeding. The GRIP Statute provides for the GRIP rate surcharge will become effective 60 days from the date of the company's filing or May 3, 2021, unless suspended by the Cities. Cities may suspend the GRIP rate increase for an additional 45 days beyond the Company's effective date while reviewing the GRIP application. The Cities review of CenterPoint's GRIP filing is limited to a ministerial review of the filing for compliance with the statute.

Fiscal Impact: The citizens of Liberty and the City will be impacted by any increase in rates.

Staff Recommendation: Staff recommends approval of the ordinance.

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 4, 2021; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE

WHEREAS, on or about March 4, 2021, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") filed an Annual GRIP adjustment for the Beaumont/East Texas Division with the City of Liberty ("City") to increase gas rates in the Beaumont/East Texas Division Service Area pursuant to *Gas Utility Regulatory Act*, TEX. UTIL. CODE ("Gas Utility Regulatory Act") § 104.301; and

WHEREAS, the Company proposed an effective date for the proposed increase of May 3, 2021, unless the City suspends the date for a period no longer than forty-five (45) days; and

WHEREAS, City has exclusive original jurisdiction over the rates, operations and services of a gas utility in areas in the municipality pursuant to *Gas Utility Regulatory Act* § 103.001; and

WHEREAS, Gas Utility Regulatory Act § 104.301 requires a streamlined process for the recovery of the costs of incremental investment by a gas utility; and

WHEREAS, the City's review of CenterPoint's GRIP filing is limited to a ministerial review of the filing for compliance with the statute; and

WHEREAS, the City finds the need to suspend the effective date of CenterPoint's proposed rate increase for 45 days beyond the Company's proposed effective date until June 17, 2021 in order to review the Company's filing for compliance with Gas Utility Regulatory Act § 104.301; and

WHEREAS, the reasonableness of the Company's investment will be reviewed in CenterPoint's future base rate case where all costs included in CenterPoint's GRIP filing will be subject to refund.

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

Section 1. That the statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The effective date of the Company's proposed GRIP rate increase, and the proposed tariffs related thereto, is hereby suspended until June 17, 2021.

Section 3. To the extent the City finds that the rates proposed by CenterPoint's filing comply with Gas Utility Regulatory Act § 104.301, then the rates will become effective by operation of law on June 17, 2021.

Section 4. The meeting at which the ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this 13th day of April, 2021.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.C.1

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 5066)

DOC ID: 5066

Consider and take action on electric utilities as discussed in executive session.

Subject: Action Taken Following an Executive Session

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: 04/13/21 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 5067)

DOC ID: 5067

Consider and take action on contemplated litigation discussed in executive session.

Subject: Action Taken Following an Executive Session

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.3

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Property Purchase

COUNCIL ACTION (ID # 5068)

DOC ID: 5068

Consider and take action on purchase of real property.

Subject: Action Taken Following an Executive Session

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.4

Meeting: 04/13/21 06:00 PM

Department: Administration
Category: Golf Course

RESOLUTION (ID # 5056)

DOC ID: 5056

Department: Golf Course

Subject: Lease Agreement

Background: Mr. Scott Neal, the owner of Red Top Wagon, has approached the City about operating a restaurant at the Liberty Municipal Golf Course Clubhouse. The City proposes to lease the clubhouse to Mr. Neal under the following conditions:

1. The term of the lease agreement will three (3) years with two one (1) year renewal option (five years total).
2. The monthly rental for the first year will be \$300.00/month with the rental payment increasing each subsequent year by \$200.00/month.
3. The lease shall not commence until a liquor license is received from the Texas Alcoholic Beverage Commission.
4. The restaurant will open and begin operation within eight (8) months of execution of this agreement.
5. Maintenance responsibilities will be shared between both parties with the lessee responsible for utilities.

Funding Source: The City will receive \$3,600 in rental payments for the first year with the amount escalating in each subsequent year.

Staff Recommendation: Staff recommend approval of the clubhouse/restaurant agreement.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH SCOTT NEAL FOR USE OF THE CLUBHOUSE/RESTAURANT AT THE LIBERTY MUNICIPAL GOLF COURSE.

WHEREAS, Mr. Scott Neal, the owner of Red Top Wagon, has approached the City about operating a restaurant at the Liberty Municipal Golf Course Clubhouse; and

WHEREAS, the City proposes to lease the clubhouse to Mr. Neal under the following conditions:

1. The term of the lease agreement will be three (3) years with two one (1) year renewal options (five years total);
2. The monthly rental for the first year will be \$300.00/month with the rental payment increasing each subsequent year by \$200.00/month;

3. The lease shall not commence until a liquor license is received from the Texas Alcoholic Beverage Commission;
4. The restaurant will open and begin operation within eight (8) months of execution of this agreement;
5. Maintenance responsibilities will be shared between both parties with the lessee responsible for utilities; and

WHEREAS, a copy of the proposed commercial lease agreement is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the City Manager to negotiate and execute a lease agreement with Scott Neal for use of the Clubhouse/Restaurant at the Liberty Municipal Golf Course.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary

COMMERCIAL LEASE AGREEMENT

Agreement of lease, made as of this _____ day of _____, 2021, between **CITY OF LIBERTY**, a home rule municipality organized under the laws of the State of Texas, having its principal office at 1829 Sam Houston St., Liberty, Texas 77575, hereinafter called the lessor, and _____, having its principal office at _____ hereinafter called the lessee, witnesseth:

Demise, Term and Rent

1. The lessor leases to the lessee the property known as the Liberty Municipal Golf Course Clubhouse, located at 100 Magnolia Ridge Drive, in the City of Liberty, Texas, for a term of three (3) years with two (2) one-year renewal options. The renewal options shall be exercised by both the lessor and lessee in writing.

2. The premises covered by this lease agreement shall include the following areas of the Liberty Municipal Golf Course Clubhouse property:

- a. Indoor and outdoor dining area (Outdoor dining area is denoted in the map attached as Exhibit A)
- b. Kitchen;
- c. Bar;
- d. Office space;
- e. Storage areas;
- f. Non-exclusive use of men's and women's restrooms.

3. For purposes of this commercial lease agreement, the golf course grounds shall also be considered part of the leased premises only to the extent that lessee provides food and beverages to customers on the golf course.

4. The term of this lease does not begin, and lessee will not receive access to the premises, unless and until lessee obtains all necessary licensing to sell beer and wine on the premises. Lessee shall have eight (8) months from the date of signing this agreement to obtain a license for beer, wine, and mixed drinks. Failure to obtain said licenses for beer, wine, and mixed drinks within eight (8) months could result in termination of this lease agreement.

5. Lessee shall pay to lessor the following amounts on the first business day of each month, commencing at the time lessee receives permission to access the premises:

- a. Year 1: \$300.00 per month;
- b. Year 2: \$500.00 per month;
- c. Year 3: \$700.00 per month;
- d. Year 4 (if the first one-year renewal option is exercised in writing): \$900.00 per month;

- e. Year 5 (if second one-year renewal option is exercised in writing): \$1,100.00 per month.
6. Lessee shall have the right to provide food and beverage service on the leased premises and on the golf course. Lessee shall have the exclusive right to provide catering services at the golf course if Lessee charges reasonable rates and is able to offer the requested catered items.
7. The Pro Shop, Pro Shop office, and golf course restrooms are expressly excluded from the leased premises.
8. Lessee shall have the non-exclusive right to use the parking lot located at the Liberty Municipal Golf Course for employees and customers.
9. Lessee shall be permitted to use the equipment, furniture and fixtures provided by the lessor for the term of this agreement. Any equipment not located within the facility at the time of execution of this agreement must be provided by the lessee. Lessee agrees to provide Lessor with notice of any equipment located on the premises that Lessee does not plan on using. Lessor shall then remove said equipment. Any equipment purchased by the Lessee shall be owned by the Lessee.
10. Lessee agrees to obtain the necessary licenses and certifications to sell beer, wine and mixed drinks on the premises and on the golf course within a reasonable time not to exceed eight (8) months from the execution date of this agreement. After obtaining the necessary licenses and certifications Lessee agrees to sell beer, wine and mixed drinks on the premises.
11. Lessee agrees to open and operate a restaurant on the Liberty Municipal Golf Course Clubhouse premises within eight (8) months of signing this agreement.

Termination

12. This lease shall be terminated by either party in the event either party breaches a material provision hereof (“cause”). The non-breaching party must give the other party notice of such cause. In the event such cause is not remedied within thirty (30) days, the non-breaching party shall have the right to terminate this Agreement by serving upon the other party written notice of termination and setting the date for such termination.

Lessee’s Covenants

13. The lessee agrees:
 - a) That lessee will pay the said rent at the times and in the manner aforesaid.
 - b) That lessee will obtain, at its sole expense, the necessary licensing to sell beer, wine, and mixed drinks on the premises and on the golf course.
 - c) That lessee will pay the general taxes which shall be assessed and levied upon the premises during the said term as they shall fall due.

- d) That lessee shall collect any applicable sales taxes and remit same to the appropriate taxing authority.
- e) That lessee will promptly pay all utility rates or charges which may become payable during the continuance of this lease for gas, electric, and water used on the premises.
- f) That lessee will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the premises or any part thereof.
- g) That lessee will save harmless and indemnify the lessor from and against all loss, liability, or expense that may be incurred by reason of any accident with the equipment, gas or water or other pipes, or from any damage, neglect, or misadventure arising from or in any way growing out of lessee's use of the premises.
- h) That lessee will save harmless and indemnify the lessor from and against all loss, liability, or expense that may be incurred as a result of Lessee's use of the premises, including but not limited to injuries to any employees, visitors, or customers of Lessee.
- i) That lessee will save and keep harmless the lessor at all times during the term of this lease, from all damages, claims, fines, penalties, costs and expenses whatsoever which may result to the lessor or to said demised premises, or to any improvements at any time situated thereon, under the provisions of the present or any future statute, ordinance, rule or regulation of the State of Texas or of the United States, or of any municipality or body having jurisdiction in the matter, concerning the manufacture, sale, use or giving away of spirituous, fermented or intoxicating liquors on said demised premises or in any building at any time situated thereon during the term of this lease or any renewal or extension thereof.
- j) That lessee will pay for its commercial general liability insurance.
- k) That lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said city now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said building or to increase the premium thereof.
- l) That lessee will not make any alterations or additions in or to the premises without the prior written consent of the lessor, or suffer any holes to be made or drilled in either the exterior or interior of the premises, or suffer any signs to be placed upon the building or premises except such as the lessor shall in writing approve beforehand.
- m) That lessee will not assign, underlet, or part with the possession of the whole or any part of the premises, furniture, fixtures, or equipment owned by lessor without first obtaining the written consent of the lessor.
- n) That lessee shall not cause any liens to be placed on the premises.
- o) That the lessor at all reasonable times may enter to view the premises and to make repairs

which the lessor may see fit to make, or to show the premises to persons who may wish to lease or buy, and that during three months next preceding the expiration of the term lessee will permit the lessor to place and keep upon the front of the building a notice that the premises are for rent or for sale.

- p) That at the expiration of the said term lessee will peaceably yield up to the lessor the premises, including all furniture, fixtures and equipment owned by lessor, and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by the lessor.
- q) That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the lessee, and that the lessor shall not be liable to the lessee or any other person for any injury, loss, or damage to property or to any person on the premises. Furthermore, lessee shall hold harmless and indemnify the lessor for any injury, loss, or damage to the property or to any person on the premises.
- r) That no assent, express or implied, by the lessor to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- s) That lessee will provide management and non-management employees to operate the premises and will prepare and process the payroll and benefits for its employees and will pay all applicable federal and state employment taxes and payroll insurance, including any income, social security and unemployment taxes and worker compensation costs. Lessee agrees to not discriminate against any person based on race, gender, religion, national origin, or sex.
- t) That lessee will purchase and hold in its own name an inventory of food, beverages and supplies necessary for the performance of its obligations under this agreement.
- u) That lessee will be responsible for the maintenance, housekeeping and sanitation of the food preparation areas, storage areas, serving areas, restrooms, grease traps, fire suppression system, propane tanks, eating areas, exterior landscaping and the outdoor areas outlined in Exhibit A.
- v) That lessee will be responsible for the daily maintenance and replacement of all equipment located in the facility. Lessee shall be responsible for repairing and/or replacing any lessor-owned equipment that gets damaged during the process of operating the facility. At the termination of this agreement, lessee shall return all lessor-owned equipment to the lessor in working order.
- w) Lessee shall have the right to inspect all lessor-owned equipment prior to accepting responsibility for maintenance of said equipment.
- x) That lessee will comply with all applicable requirements of the Texas Health and Safety Code for food service facilities and that all required approvals and permits will be obtained by lessee at its sole expense.

- y) That lessee is responsible for the maintenance and upkeep of all items of the leased premises, including all furniture, fixtures, and equipment, other than that which lessor expressly covenants to maintain. Should Lessee fail to adequately maintain the premises, or any item located thereon, the Lessor shall have the right to maintain and repair said premises and charge same to Lessee. Should Lessee fail to pay Lessor back for the maintenance and repair expenses within ten (10) days then the Lessor shall have the right to terminate this lease agreement and Lessee shall immediately vacate the premises upon said termination.
- z) That lessee will submit to lessor operating and financial statements on a quarterly basis, and will submit to lessor a statement of profits and losses and net sales for the previous year on or before sixty (60) days following each calendar year, and will maintain its books and records in accordance with generally accepted accounting principles, and lessor will maintain financial records during the term of this agreement and for a period of one (1) year from the termination of this contract.
- aa) That the hours of operation, menus, prices, portions, and customary restaurant decisions necessary for the operation of the bar and restaurant located on the premises will be set by Lessee.
- bb) That lessee is permitted to hold special events on the premises. Special events shall include weddings, birthday parties, outdoor concerts, and other family-friendly entertainment. Lessee shall be responsible for coordinating and organizing all special events, except golf tournaments, located at the Liberty Municipal Golf Course. However, in the event that such special events are to be held off of the premises, lessee shall give notice of such special event to lessor and obtain lessor's written approval to hold such special event.
- cc) That lessee will provide catering for special events located on the premises and at the Liberty Municipal Golf Course.
- dd) Lessee shall, during the term of this agreement, comply with all applicable local, state, and federal laws.

Lessor's Covenants

14. The lessor agrees:

- a) That it is responsible for the maintenance and upkeep of the following items of the premises:
 - a. Parking lot;
 - b. Driveway;
 - c. Roof;
 - d. Ceiling;
 - e. Lighting;
 - f. HVAC;
 - g. Electrical systems;

- h. Water and plumbing systems;
 - i. Exterior walls;
 - j. Windows;
 - k. Foundation
- b) That lessor shall be responsible for the collection and removal of the refuse and recyclable material at its expense from the Liberty Municipal Golf Course. This shall include the dumpsters used by Lessee.
- c) That the lessee shall peaceably hold and enjoy the premises.

d) Miscellaneous Terms

15. Independence of Lessee: Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Lessor. Lessee shall be responsible for the acts and omissions of its officers, agents, employees, or managers.

16. Notice: Any notice required to be given under this agreement shall be in writing and shall be personally delivered, sent by courier, or certified mail. Notices shall be sent to the following locations:

Lessor:

Lessee:

Attn: City Manager
City of Liberty
1829 Sam Houston St.
Liberty, TX 77575

Attn: _____

17. Amendments: This agreement may be amended with the written approval of both lessor and lessee.

18. Condition of Premises: Lessee has examined and accepted the premises in their present "As Is" condition as suitable for the purposes for which the premises are leased and accepts the premises regardless of reasonable deterioration between the date of this lease and the date lessee begins occupying the premises. Lessee shall take responsibility for the premises and equipment under its custody and control. Lessee may not make any alterations or additions to the premises without the prior written approval of the lessor.

19. Proviso for Re-entry: If the lessee or its representatives or assigns shall neglect or fail to perform and observe any covenant which on the lessee's part is to be performed, or if its leasehold estate shall be taken on execution, or if the lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then the lessor may, immediately or at any time thereafter, and without notice or demand, enter into and upon the premises or any part thereof, and repossess the same as of their former estate, and expel the lessee and those claiming under him and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this lease shall terminate, but without prejudice to any remedies which might otherwise be used by the lessor for arrears of rent or any breach of the lessee's covenants.

20. Damages to the Premises: In case the premises or any part thereof shall at any time during the said term be destroyed or damaged by fire, flood, or other casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored within sixty (60) days thereafter, then this lease shall terminate. If the premises or any part thereof is damaged or destroyed by fire, flood, or other casualty as a result of Lessee's direct or indirect use of the premises then Lessee shall be liable and responsible for all repairs to the premises and replacement of any furniture, fixtures, or equipment damaged thereon.

21. Payment of Attorney's Fees by Lessee: If lessor be compelled to pay any expense, including reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of lessee hereunder, the sum or sums so paid by lessor with all interest, cost and damages shall be deemed to be additional rent hereunder and shall be due from lessee to lessor on the first day of the month following the payment of such expenses.

22. Payment of Expenses Incurred Due to Lessee's Breach: If the lessor is compelled to incur any expense by reason of the breach of this lease by lessee, the lessee shall be liable for the payment of such expense which shall be deemed additional rent and be added to and become a part of the rent herein reserved and next to become due.

LESSOR HAS MADE NO WARRANTIES TO LESSEE AS TO THE USE OR CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, AND LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED COMMERCIAL PURPOSE OR ANY OTHER WARRANTY (EXPRESS OR IMPLIED) REGARDING THE PREMISES. LESSEE EXPRESSLY WAIVES (TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT LESSEE MIGHT OTHERWISE HAVE AGAINST LESSOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PREMISES. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE NO, AND SHALL NOT BE ANY, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE AND THAT ALL EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith ARE EXPRESSLY DISCLAIMED AND WAIVED.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

CITY OF LIBERTY

By:

Tom Warner, City Manager

Date: _____

LESSEE

By:

[Insert Name]

Date: _____