



The City of Liberty
City Council
Special Called Meeting
~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Wednesday, September 23, 2009

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrival
Mayor Carl Pickett	..	..	..	
Councilperson Dennis Beasley	..	..	..	
Councilperson Diane Huddleston	..	..	..	
Mayor Pro-Tem Mike McCarty	..	..	..	
Councilperson Al Simonson	..	..	..	
Councilperson Louie Potetz	..	..	..	
Councilperson Frank Jordan	..	..	..	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

V. PRESENTATIONS / REPORTS

A. Information Item 2009-57

Charter Review Commission - Frank Jordan, Chairman

B. Information Item 2009-58

Salary Plan & Website Updates - Interim City Manager Larry Shaw

C. Information Item 2009-59

Humphreys Cultural Center Expansion Project - Interim City Manager Larry Shaw

- Attachment #1 - Humphreys CC Expansion Update Sept 09 (PDF)

VI. REGULAR AGENDA**A. Regular Session****1. Council Action 2009-83**

Consider Approval to Issue 'Notice to Terminate Contract' with Health Claims Plus for EMS Billing and Collection Services.

2. Council Action 2009-84

Consider Approval of an Agreement with A/R Concepts, Inc. for EMS Billing and Collection Services.

- Attachment #2 - EMS Billing Svs AR Concepts (DOC)
- Attachment #3 - EMS-AR Concept-Revisions (DOC)

3. Council Action 2009-85

Consider Approval of a Lease Agreement Between SUNOCO PIPELINE, LLP and the City of Liberty for Use of a Tower Located on SUNOCO Property for Police and Fire Radio Operations.

- Attachment #4 - Radio Tower - Sun Oil (PDF)

B. Executive Session

Personnel Matters. Gov. Code §551.074.

1. Discussion of candidates for the position of City Manager.

C. Reconvene into Regular Session**VII. WORK SESSION****A. Work Session 2009-11**

Discussion of Infrastructure Improvement Policy for Economic and Community Development.

B. Work Session 2009-12

Discussion of Proposed Food Inspections.

C. Work Session 2009-13

Discussion of Dispensing with Surplus Real Property.

D. Work Session 2009-14

Discussion of Proposed Ordinance Regarding Mowing Regulations.

E. Work Session 2009-15

Discussion of Proposed Council Rules and Procedures.

- Attachment #5 - Council Rules of Procedure (DOC)

VIII. COUNCIL MEAL**IX. ADJOURNMENT**

Motion To: Adjourn

CERTIFICATION

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 18th day of September, 2009 at 1:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, City Secretary

Notice given to The Vindicator, Liberty Gazette, and KSHN Radio.

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 _____, 2009. -----

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-57

DOC ID: 1434

Charter Review Commission - Frank Jordan, Chairman

EXPLANATION:

Commission Chairman Frank Jordan will present, to Council, a report of the recommendations of the 2009 Charter Review Commission. At a future meeting, Council will consider these recommendations for submission to the voters of the city.

Dianne Tidwell

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-58

DOC ID: 1435

Salary Plan & Website Updates - Interim City Manager Larry Shaw

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-59

DOC ID: 1438

Humphreys Cultural Center Expansion Project - Interim City Manager Larry Shaw

Library Expansion Project

Estimated Cost				Estimated Revenue	Estimated Original	On Hand	To Be Raised	Total
	Library	Theater	Total					
Construction	\$2,060,500		\$2,448,800	Donations	1,000,000	\$750,000	\$250,000	\$1,000,000
Architectural Fees 8%	\$171,608		\$198,608	Fundraising	700,000	\$786,181		\$786,181
Reimbursable Expense	\$12,000	\$2,000	\$14,000	Interest	50,000	\$82,341		\$90,000
10% Contingency	\$205,880	\$39,000	\$244,880	City of Liberty-Lease	1,000,000	\$451,475	\$50,000	\$501,475
Other	\$171,500	\$0	\$176,500	City of Liberty-Debt	0	\$0		\$705,000
				Grants				
Total Estimated Cost	\$2,621,488	\$456,300	\$3,082,788	Total Estimated Rev.	\$2,750,000	\$2,069,997	\$300,000	\$3,082,656

Foot Notes

City of Liberty Contributions

Key Energy Rental Income of \$342,199 designated for Library Expansion by contract.

\$32,308 of rental income is included in the \$689,109 To Be Raised column.

City of Liberty Contributions includes \$657,801 from General Fund.

Furniture & Fixtures not included in cost estimate but could probably be funded by Excess of \$239,100.

	Costs		
Archit fee	122,200	195,000	
arch reimburs	14,000		
Const contract	2,448,800		
includes chg orders etc.			
other			
roof repairs	5,000		
conteng	244,880		
Furn.t	150,000		
drainage	12,949		
Utilities	13,000		
computer cabling	6,760		
gas line	1,719		
moving	1,500		
landscp	10,000		
tele	5,000		
security	5,000		
testing	15,000		
asbestos	24,800		
	3,080,608		

New item:

Furnit.	173,124	
Tech	20,571	
grant	50,000	above furnit cost
	243,695	

	193,695	
furnishing	150,000	
		Over to come from conting.
		43,695

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: EMS Billing and Collections

COUNCIL ACTION 2009-83

DOC ID: 1436

**Consider Approval to Issue 'Notice to Terminate Contract'
with Health Claims Plus for EMS Billing and Collection
Services.**

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: EMS Billing and Collections

COUNCIL ACTION 2009-84

DOC ID: 1437

Consider Approval of an Agreement with A/R Concepts, Inc. for EMS Billing and Collection Services.

Billing Agreement

This Billing Agreement entered into and effective this ____ day of September 10, 2009 is between The City of Liberty Fire Department hereafter referred to as "Client" and A/R Concepts, Inc. hereafter referred to as "Provider" and is effective beginning with dates of service starting the ____ day of _____ 2009.

Terms of Agreement

- 1) 100% Billing Rights – Provider has the exclusive right to bill 100% of Client's transports and is hereby authorized by the Client to bill and collect the accounts receivable for all of Client's patients that were transported with dates of service from the effective date of this Agreement forth. During the term hereof, Client will not internally, by third party or any other means perform or cause to perform any billing for said transportation services. Provider will bill facility contract transports (unless excluded in writing by facility) for contract billing that arises as a result of transports in which Provider has determined cannot be billed to insurances, client hereby commits exclusive billing rights to provider all transports for billing and collections by Provider. Provider will not bill for wheel chair transports.
- 2) Monthly Statements - Client will receive a reconciled monthly status of their accounts receivables with reports which will include: (1) detailed Aged Accounts Receivable Report, (2) Revenue Report, (3) Cash Report and (4) Referral Report. These reports are to be used for auditing purposes. Client agrees to report in writing any discrepancies, questions or concerns about unbilled revenue, refunds, incorrect charges and any other prior to the next month end (30 days).
- 3) Refunds – It is Client's responsibility to make refunds owed to Medicare, Medicaid, Patient Private Pay, Contract Accounts and any other insurance companies or entity. Provider will not be held responsible or penalized for outstanding balances or refunds except to the extent that for refunds provider will credit back to Client the amount originally charged to Client for Provider's billing and collection services of the refunded account after Client has demonstrated verifiable refund. It is Client's responsibility to ensure refunds are made appropriately and to provide the proper "proof of refund" documentation such as a copy of the refund check to Provider.
- 4) Completed Information – Client will ensure the proper and complete information is documented for each patient transport such as patient demographic, medical assessment at the time of transport, medical history, insurance information, proper patient signatures such as for treatment consent and assignment of benefits, etc. Client will send to provider all documentation including additional medical information (such as EKG strips), insurance information, run sheets, hospital face sheets and any other items required to carry out the billing process within 3 days from the date the service was rendered to the patient. Patient transports that have completed information will be billed in a timely manner. Patient transports which do not have complete information or documentation required for billing shall be billed in a timely manner upon obtaining such.
- 5) Electronic Patient Care Reporting – Client will use an electronic patient care reporting system to record patient transports which will be furnished by the provider. Three (3) toughbook style portable computers used to run the electronic patient care reporting software will be initially purchased by Provider for Client's use. Client will repay Provider each month be adding a fixed

Attachment # 2: EMS Billing Svs AR Concepts (CA-2009-84 : EMS Billing & Collection)

amount for the toughbook computers to the monthly billing service invoice until such time the full cost of these has been reimbursed to Provider. The monthly fixed amount will be between \$500.00 and \$800.00 depending in the initial cost of the toughbooks. The 3 toughbook laptop computers purchased will be either a Panasonic CF-19 or a comparable system. The City of Liberty Fire Department will have ownership of these computers and will be responsible for warranty and any other hardware issues that might arise.

- 6) Legal Compliance - Client will be responsible for complying Federal Register Vol. 68 No. 56 "OIG Compliance Program Guidance for Ambulance Suppliers", any other sections that relate to ambulance provider's guidelines, the Centers for Medicare and Medicaid Services (CMS) guidelines and applicable State laws regarding ambulance transports and medical necessity for providing ambulance transport service. Provider will not be held liable for client's actions in this regard. Provider will be responsible for complying with Federal Register Vol. 68 No. 56 "OIG Compliance Program Guidance for Ambulance Suppliers", any other sections that relate to ambulance provider's guidelines, the Centers for Medicare and Medicaid Services (CMS) guidelines and applicable State laws for billing for ambulance transports that were provided in good faith by client.
- 7) Cash Receipts – Except for Medicare, Medicaid and insurance companies that Client is setup on electronic funds transfer directly into Client's bank account, all reimbursement payments shall be mailed directly to Client. Client will forward all payments / correspondence formation related to billing such as for patient payments, insurance checks, Explanation of Benefits, etc. This payment / correspondence information may be sent either bi-weekly using Provider's UPS or FEDEX account number or daily in the case where Client is able to scan these documents and send electronically through a secure web FTP that Provider will sent up. Client will sign appropriate letters & forms to change EOB or check mailing address to facilitate this upon entering into this agreement. Provider may post any payments made in this regard that were accidentally sent to Client once confirming through the insurance company or patient that the payment has been sent.
- 8) Prior Authorization Numbers (PAN's) – In the case of non-emergency transports, it is the Client's responsibility to obtain Medicaid (and any other) "Prior Authorization Numbers" for patients that require such. It is required by Medicaid that this be done **before** the patient is transported. Medicaid does not pay for non-emergency transports of patients that do not have an active PAN for the dates of transfer. Any transports made for patients not covered by an active PAN in which Medicaid is the proper payor source will have to be either be written off or billed to the appropriate facility as contract billing. PAN's are given for certain time frames depending on the patient's medical condition. Provider is not responsible for lost revenue due to PAN's / authorization not being obtained or any other reason.
- 9) Physician Certification Statements (PCS's) – In the case of non-emergency transports, it is the Client's responsibility to obtain PCS's from the patient's physician or hospital E.R. doctor as mandated by Medicare regulations for patients that require such.
- 10) Explanation of Benefits, Denials, Letters and other documents relevant to billing – Except for the insurance companies set up under the electronic funds transfer with electronic EOB's, Client agrees to send to Provider complete copies or originals of all correspondence, explanation of benefits, denials and remittance status reports from all payor sources within 2 days of receiving such. This is critical for Provider's ability to fulfill its duties and delay of such can cause a decrease in cashflow.

- 11) Fee paid to Provider - As compensation for Provider's services, Client will pay Provider a discounted fee of 9% of Client's prior month's net payments. The prior month's net payments are defined as Client's money received with Explanation of Benefits, remittance and check dates that fall within the prior month's calendar dates. An additional amount between \$500.00 and \$800.00 will also be added to this fee each month as reimbursement for the initial 3 toughbook computers until the computers have been fully reimbursed to Provider. This fee is due and payable on the 15th day of the following month. If fee is not received by the 20th day, all billing activities may cease by Provider until the fee is received in full. Once the fee is received in full, the provider will resume all billing activities as defined in this agreement. This temporary stoppage of billing activities does not in any way constitute termination of this contract. The only way this contract may be terminated is by the terms in item number 15 of this agreement.
- 12) Confidentiality & Non-Solicitation of Provider's Employees – The terms of this agreement are confidential between the Client and Provider. Provider will designate a Client liaison to communicate with Client on a daily basis. Client will maintain a strictly business relationship with all employees of Provider and will not contact employees other than the client liaison or owners, will not discuss matters other than for conducting business, nor become personally involved with or solicit any employees of Provider for employment with Client. Client agrees to inform ownership of Provider if Client is contacted by one of Provider's employees in an inappropriate manner.
- 13) Credit Bureau - Client authorizes Provider to perform skip tracing, obtain patient credit information and to report delinquent patient accounts to the credit bureaus as determined by Provider.
- 14) Settlement of Payment - Client hereby authorizes Provider to settle any dispute of payment for services rendered directly with all payor sources and patients. Provider is not responsible for remaining unpaid balances from outstanding patient accounts.
- 15) Term of Contract - This billing agreement shall be for a perpetual term from the effective date given above and automatically renew annually; provided however that either party may terminate at any time during such term by 60 days written notice of its election to terminate. After termination of this billing agreement, Provider will continue collection activities on accounts originally billed by Provider. Client will continue to pay the 9% fee to Provider for all collections that resulted from Provider's continued collection efforts. It is Client's responsibility to continue to provide the patient account payment information as outlined in Section 7 of this agreement.
- 16) Trauma Reporting – Provider will report to the State Trauma Reporting Agency the Client's trauma information for patient accounts that are billed by the Provider. Provider will enter this information directly from the Client's Patient Care Reports (PCR's). The Provider is not responsible for the accuracy or completeness of information supplied to Provider by Client nor is Provider responsible for submitting trauma information for any contract or other accounts not billed by Provider. It is the responsibility of the Client to fill out the necessary forms to set up Provider with the Texas State Trauma reporting entity to allow for submitting the Client's Trauma information.
- 17) Total Agreement - This Billing Agreement supersedes all prior oral or written agreements between the parties and contains the entire agreement of the parties with respect to the subject matter hereof. This agreement may not be amended or revised except by written agreement signed by both parties.

Initials: Client _____ Provider _____ Page 3 of 4

18) Venue - This Billing Agreement shall be interpreted according to the laws of the state of Texas, with venue lying solely in Bexar County, Texas.

Sign: _____ Sign: _____

City of Liberty Fire Dept – Authorized Signee A/R Concepts, Inc. - Authorized Signee

Date: _____ Date: _____

CITY ATTORNEY REVISIONS:

Recommended revisions to proposed contract with A/R/ Concepts

Paragraph 2: add “or upon discovery” to end of paragraph.

Paragraph 4: Next to last sentence should define timely manner. Perhaps 30 days would be an appropriate cap. Also, the following sentence should be added to the paragraph: “Provider will notify Client in writing of any incomplete documentation within 30 days of Provider’s receipt of initial transport information at issue. To the extent that transfer of any data referred to in this paragraph is in conflict with current or future HIPPA statutes or regulations, the Parties agree that current law shall control over the language of this Contract.

Paragraph 10: I recommend that the City be given 10 days (rather than 2) to forward copies of referenced documents. City employees should attempt to meet the 2 day request, but, I can foresee times when this may not be practicable.

Paragraph 12: Add to the first sentence: “to the extent permitted under Texas law.”

Paragraph 13: Add to end of sentence: “to the extent that such actions are not in violation of current or future state or federal law, which shall control.”

Paragraph 18: Venue should be changed to “Liberty County, Texas” rather than Bexar County, Texas

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Police
Category: Agreements

COUNCIL ACTION 2009-85

DOC ID: 1433

Consider Approval of a Lease Agreement Between SUNOCO PIPELINE, LLP and the City of Liberty for Use of a Tower Located on SUNOCO Property for Police and Fire Radio Operations.

EXPLANATION:

Currently the Police and Fire Department radio antennas and equipment are located in the old Police Department building at 323 San Jacinto. It will cost approximately \$100,000 to build a new tower and relocate the equipment. During the process of searching for alternative solutions Captain Martin talked with representatives from Sunoco (Sun Oil Company) and learned they sometimes allow public safety agencies to use Sunoco radio towers for public safety radio antennas. The Sunoco tower is located at the intersection of Lakeland and Jefferson and is approximately 300 feet tall. While our antennas will not be at the maximum height, we have been informed by the radio technicians that they will be located high enough to alleviate the range problem with radios that the departments have been experiencing.

The cost for relocating the equipment is approximately \$10,000.00 which includes new antennas, wiring, and moving the radios and repeaters. Sunoco will donate the tower space to the City so there is no cost involved in the lease of the space.

B. Tidwell

TOWER LEASE

This Lease, made this _____ day of _____ 2009 by and between **SUNOCO PIPELINE L.P.**, a Texas limited partnership, its successors and assigns, whose mailing address is P.O. Box 5095, Sugar Land, TX 77487-9940. ("LESSOR"), and **CITY OF LIBERTY** whose address is c/o Liberty Police Department, 1914 Lakeland, Liberty, TX 77575 ("LESSEE").

In consideration of the mutual promises and covenants contained herein, LESSOR and LESSEE agree, with the intent to be legally bound, to the following terms and conditions.

1. Description, Representations of LESSOR

1.1 LESSOR hereby grants permission to LESSEE to install and operate the Equipment, as defined in Article 5.1, on LESSOR's Liberty Station Property, being a 50 acre tract of land located in the LIBERTY TOWN EAST LEAGUE, A-359 and the B.C. FRANKLIN SURVEY, as described in deed dated April 25, 1925 from Roy Partlow et al to Sun Oil Company, recorded in Volume 126, Page 365 of the Deed Records of Liberty County, Texas.

1.2 The Tower is not currently the subject of any agreement of sale, purchase option or other agreement to transfer title to the same.

2. No Warranty, Limitation of Liability

2.1 LESSEE acknowledges that it has inspected the Tower and accepts use of the Tower in its present condition, without warranty, express or implied, as to condition or suitability for LESSEE'S purposes.

2.2 LESSOR shall not be liable to LESSEE for any damage or loss of use of the Equipment unless caused solely by the gross negligence or willful misconduct of LESSOR, and in no event shall LESSOR be liable for indirect, consequential or incidental damages whether the liabilities claimed are based on contract, negligence, strict liability or otherwise.

3. Term, Cancellation

3.1 This Lease shall be effective on and after the 1st day of September 2009 and shall continue in effect through the end of August, 2010, ("Primary Term"), subject, however, to LESSOR having the right to cancel and terminate the same by giving LESSEE thirty (30) days written notice. Upon the expiration of the term of this Lease, LESSEE shall have the option to renew and extend said Lease from year to year (Renewal Term) upon the same terms (excluding rental) and conditions by giving LESSOR thirty (30) days advance written notice prior to the expiration of the Initial Term hereof or prior to the expiration of any Renewal Term. Rental for each Renewal Term will be established by LESSOR within ten (10) days of receipt of LESSEE's notice of intent to renew. If LESSEE decides not to pay such rental, it may cancel its renewal prior to the start of the Renewal Term. Upon the cancellation or expiration of this Lease, LESSEE shall remove within thirty (30)

days its Equipment from LESSOR's tower.

3.2 LESSOR shall have the right to cancel this Lease immediately if the continuation of the Lease would conflict with any requirement or with any existing or prospective operation of LESSOR on the Tower or the LESSOR properties, or if the Tower is taken out of operation.

4. Rent

4.1 During the Primary Term, Rent shall be One Dollar (\$1.00) per year, payable in advance.

5. Use

5.1 LESSEE is restricted in the use of the Tower to installing and operating "Equipment" as set forth below:

- a. Access will be limited to 8:00am to 4:00pm Monday thru Friday.
- b. Prior to entering the leased premises, notification must be made by telephone to Sunoco's Graydon Cowgill, 409 287-5010 Office, 409 718-0527 Cell or his successor. If Graydon Cowgill is unavailable, contact Sunoco's Sour Lake Area Maintenance Supervisor, Dawn Fischer at (409) 287-5001.
- c. All equipment shall meet NEC and Sunoco standards.
- d. Any interference with Lessor's equipment, caused by Lessee's equipment will be immediately corrected by Lessee.

5.2 LESSOR covenants not to introduce any hazardous or toxic materials onto the Tower or surrounding property without: (a) first obtaining LESSOR's written consent; and (b) complying with Article 7.1.

5.3 If LESSEE's transportation, storage or use of hazardous or toxic materials on the Tower or surrounding property results in: (a) contamination of the soil or surface or ground water; or (b) loss or damage to person(s) or property, then LESSEE agrees to: (a) immediately notify LESSOR of any contamination, claim of contamination, loss or damage; (b) clean up the contamination, after review and approval by LESSOR, in full compliance with all applicable statutes, regulations and standards; and (c) indemnify LESSOR in accordance with Article 8 hereof.

5.4 LESSOR agrees that LESSEE shall have reasonable access to the Tower for the purpose of installing the Equipment. During the continuation of this Lease and to the extent grantable by LESSOR, reasonable ingress and egress to said Tower is granted to LESSEE for the purpose of maintenance, repair and removal. Only authorized engineers of LESSEE or persons under their direct supervision will be permitted to work on the Tower or enter the surrounding property. Installation of, modification to, or removal of equipment on Tower shall be witnessed by LESSOR's representative upon ten (10) days notice.

5.5 LESSEE shall provide to LESSOR, at LESSEE's expense, copies of all drawings showing the layout or appearance of the Equipment. LESSEE shall also advise LESSOR thirty (30) days in advance of any major work, which shall mean that requiring capital expenditures by LESSEE in

excess of Three Thousand dollars (\$3,000.00), for work, installation, construction, alteration, removal or improvement taking place on the Equipment.

5.6 LESSEE expects to commence installation of the Equipment on September 1, 2009, or as soon as reasonably practicable thereafter, and this Lease shall terminate if installation is not completed by January 1, 2010.

5.7 LESSEE warrants that the Equipment, its installation and operation will:

- a. in no way damage the Tower or surrounding property;
- b. not interfere with the maintenance of the Tower and the Tower lighting system;
- c. comply with all applicable rules and regulations of the Federal Communications Commission and electrical codes of the City and/or State in which the Tower is located; and
- d. not interfere with the operation of the LESSOR's or other "lessee's" equipment. In the event there is interference with such equipment, LESSEE will take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a period of time as required by LESSOR, LESSOR reserves the right to cancel the Lease and to have the LESSEE remove its equipment from the Tower.

5.8 It is expressly agreed that any and all Equipment of whatsoever nature at any time constructed, made, installed, placed or maintained upon the Tower by LESSEE: (a) shall be and continue to be property of LESSEE; (b) shall be used exclusively by LESSEE and (c) must be removed from the Tower by LESSEE within thirty (30) days after the expiration of the term (including any extensions) of or earlier termination of this Lease in accordance with Article 15 hereof.

5.9 In the event of the non-use of said Tower by LESSEE, for a period of two (2) consecutive months, this Lease shall be considered terminated, and LESSEE shall have thirty (30) days in which to remove from the Tower all equipment in accordance with Article 13 hereof.

6. Taxes

6.1 LESSEE shall pay any present or future government taxes, fees, duties or assessments levied against LESSOR on or measured by:

- (a) this Lease; or
- (b) the Equipment installed by LESSEE.

6.2 In the event any such taxes, fees, duties or assessments are levied against LESSOR, LESSEE will within fifteen (15) days of invoice from LESSOR reimburse LESSOR therefor.

7. Compliance with Law

7.1 LESSEE will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Tower, and business conducted thereon by LESSEE, and shall at its

own cost and expense, obtain and keep in effect all necessary permits and licenses from governmental authorities as may be required in connection with its use of the Tower.

7.2 LESSEE shall have sole responsibility for compliance with environmental and FCC requirements and if the activities of LESSEE on the Tower in any manner effect LESSOR's ability to remain in compliance with any existing or future environmental or FCC law or regulation, the LESSOR shall have the right to cancel this Lease immediately.

8. Indemnification

8.1 LESSEE AGREES TO COMPLETELY DEFEND AND INDEMNIFY LESSOR, ITS PARENT, SUBSIDIARIES AND AFFILIATES, AS WELL AS THE EMPLOYEES AND AGENTS OF LESSOR, ITS PARENT, SUBSIDIARIES AND AFFILIATES, AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES, LOSSES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY OR ARISING OUT OF LESSEE'S USE OF THE TOWER OR LESSEE'S ACTUAL OR ALLEGED ACTS OR OMISSIONS OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF LESSEE'S AGENTS, SERVANTS OR EMPLOYEES ARISING OUT OF OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH LESSEE'S ACCESS TO, USE OR OCCUPATION OF THE TOWER OR THE INSTALLATION, MAINTENANCE, OR OPERATION OF THE EQUIPMENT THEREON; PROVIDED, HOWEVER, THAT LESSEE SHALL NOT BE RESPONSIBLE TO LESSOR, ITS PARENT, SUBSIDIARIES AND AFFILIATES FOR DAMAGES WHICH ARE SOLELY THE RESULT OF LESSOR'S, ITS PARENTS, SUBSIDIARIES' AND/OR AFFILIATES' NEGLIGENCE. TO THE EXTENT THAT STATE AND/OR FEDERAL LAW LIMITS THE TERMS AND CONDITIONS OF THIS PROVISION, IT SHALL BE DEEMED SO LIMITED TO COMPLY WITH SUCH STATE AND/OR FEDERAL LAW. THIS PROVISION SHALL SURVIVE TERMINATION OF THE LEASE.

9. Insurance

9.1 During the term of this Lease (including any extensions) LESSEE, at its own cost, shall take out and maintain the following insurance coverage in companies and form reasonably acceptable to LESSOR:

a. Comprehensive General Liability Insurance covering premises and operations, contractual liability, mobile equipment not licensed for highway use owned, hired or used in performance of LESSEE's operations, with limits not less than: \$1,000,000 Bodily Injury and Property Damage Combined each Occurrence and Aggregate.

b. Comprehensive Automobile Liability Insurance including contractual liability covering all motor vehicles licensed for highway use and employed in the performance of the LESSEE's operations with limits not less than: \$1,000,000 Bodily Injury and Property Damage Combined each Occurrence and Aggregate.

c. Workmen's Compensation and Occupational Disease Insurance, including

Employer's Liability, complying with the laws of the state where the Tower is located or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit of not less than \$1,000,000.

With respect to such insurance, LESSOR shall be named as an additional insured and the policies shall further provide that such policies cannot be canceled without thirty (30) days prior written notice to LESSOR. Certificates evidencing such coverage shall be furnished to LESSOR prior to installation of any Equipment on the Tower and with any and all notices of intent to renew this Lease.

10. Inspection and Access

10.1 LESSOR reserves the right of access to the Equipment for the purpose of inspection. In no event shall LESSOR be responsible for the condition of the Equipment by reason of its exercise, or failure to exercise, such right to inspect.

10.2 LESSEE is solely responsible for obtaining access across private property to the Tower.

10.3 LESSEE, its agents, employees and any third party having a contract with LESSEE, must observe all safety rules and regulations which are applicable to LESSOR's operations. The employees of LESSEE or any of its agents or third parties with whom it contracts are prohibited from entering upon the premises for LESSOR except for the purpose of ingress to and egress from the Tower for access to the Equipment.

11. Utilities

11.1 LESSOR agrees to furnish all power required for Tower lighting. The LESSEE agrees to pay all power bills for the power required for the operation of LESSEE's Equipment. Should LESSOR incur any other cost or expense relative to any activities by LESSEE, LESSEE agrees to reimburse LESSOR for such cost or expense within fifteen (15) days after receipt of invoice.

12. Liens

12.1 LESSEE shall not suffer or permit any liens or lien claims to be filed against the Tower nor any Equipment on the Tower by reason or any act or omission of LESSEE or by reason of any work, labor, services, or materials supplied or claimed to have been supplied in connection with the Tower, Equipment thereon, or the operation or conduct of LESSEE's business.

12.2 If any such lien or lien claim shall be filed against the Tower, or any Equipment thereon, LESSEE shall cause the same to be removed, at its sole cost and expense, or, and in the alternative, if LESSEE in good faith desires to contest the same, LESSEE shall be privileged to do so, at its sole cost and expense, but in such case LESSEE hereby agrees to indemnify and save LESSOR harmless from all liability for damages, expenses, losses or costs occasioned thereby and shall, in the event of a judgment upon any lien, cause the same, at its sole cost and expense, to be discharged and removed prior to the execution of such judgment. This provision shall survive the termination

of the Lease.

13. Repair or Restoration

13.1 LESSEE, at LESSEE's own cost and expense, shall keep and maintain the Equipment in a good state of appearance and repair, reasonable wear and tear excepted, and shall promptly repair and replace same in the event of any deterioration, loss or damage occurring thereto.

14. Condemnation

14.1 In the event that any part of the Tower or surrounding property shall be taken by governmental authority in the exercise of the power of eminent domain, this Lease shall terminate as of the date title shall vest in the condemnor; provided, that in the event of a partial condemnation termination shall be at the option of LESSEE. The entire award in such condemnation shall be the absolute property of, and is hereby assigned and shall be paid to LESSOR.

15. Dismantlement of Equipment

15.1 Upon termination of this Lease, LESSEE shall, at its sole cost and expense, remove its Equipment from the Tower and restore the Tower to the satisfaction of LESSOR within thirty (30) days thereafter. Otherwise, LESSOR may dispose of the Equipment as it deems reasonable without liability to LESSEE, and LESSEE shall be liable to LESSOR for any expenses (including reasonable attorney's fees) which it may incur in such disposition. This provision shall survive termination of the Lease.

16. Default, Termination, Remedies

16.1 If one or more of the following events occurs, LESSEE will be deemed for all purposes to be in default hereof, and the other party thereupon will have good cause to terminate this Lease and will be afforded the remedies provided under applicable law:

(a) LESSEE violates or otherwise fails to comply with any requirement imposed upon or promise made by it in this Lease, and within thirty (30) days after notice is given by the other party of such violation of failure to comply, fails to correct such violation or failure to comply;

(b) LESSEE (i) becomes insolvent (which term is defined for purposes hereof as failure generally to meet its obligations as the same fall due); (ii) files a voluntary petition in bankruptcy, reorganization, receivership, or arrangement; (iii) files an answer admitting any material allegation of any insolvency petition filed pursuant to any insolvency act, federal or state; (iv) makes an assignment for the benefit of creditors; (v) applies for, consents to, or suffers the appointment of a receiver or trustee for any part of its property or assets; or (vi) fails to satisfy or to appeal from any material judgment or attachment within ninety (90) days from the date of entry.

17. Notices

17.1 All notices will be considered as properly given if in writing and: (a) delivered personally; (b) sent by registered or certified United States Mail, return receipt requested, addressed to the party for whom intended at the following respective address, (c) delivered by express courier; or (d) by any electronic means to the proper fax, telecopy or other number corresponding to such address:

TO LESSOR: SUNOCO PIPELINE L.P.
P.O. Box 5095
Sugar Land, TX 77487-9940
Attn: Right of Way Department

TO LESSEE: CITY OF LIBERTY
c/o Liberty Police Department
1914 Lakeland
Liberty, TX 77575

The date of service of the notice shall be: (a) when personally delivered or by express courier, the date of receipt; (b) when served by mail, the date on which said notice is deposited in the United States mail, properly addressed with postage prepaid and duly registered or certified with return receipt requested; or (c) when served by electronic means, the date of which said notice is properly electronically transmitted to the correct number.

17.2 At any time on similar notice to the other, a party may change the address to which notice to it may be sent.

18. Unlawful Operation

This Lease shall terminate if it becomes unlawful for LESSEE to operate the Equipment.

19. Miscellaneous Provisions

19.1 This Lease is deemed a Louisiana contract and shall be construed, governed by, and administered in accordance with the laws of the State of Louisiana.

19.2 All provisions, covenants, and agreements of this Lease concerning or made by any of the parties hereto will bind and inure to the benefit of the respective successors-in-interest of assigns of the parties hereto whether so expressed or not.

19.3 This Lease represents the entire understanding of the parties, and there are no terms, conditions, representations, or warranties, express or implied, written or oral, other than those set forth herein. No amendments, modifications, or additions hereto will be binding unless they are executed in writing by all of the parties.

19.4 Subject to Article 18 hereof, if any portion of this Lease is adjudged illegal or unenforceable the remainder of this Lease will continue to be enforceable if commercially reasonable.

19.5 The captions used in this Lease are for reference purposes only and will not affect the interpretation or meaning of this Lease.

19.6 This Lease may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

19.7 If either party waives any power, right or remedy arising hereunder or under any applicable law, such waiver will not be deemed to be a waiver upon the later occurrence or recurrence of any of said events. No reasonable delay by either party in the exercise of any power, right, or remedy will constitute, under any circumstances, a waiver of the party's power, rights, or remedies.

19.8 The rights herein granted are purely personal to LESSEE, and shall not be sold, assigned, mortgaged, leased or otherwise transferred or disposed of without the prior written consent of LESSOR first had and obtained, and use thereof shall be strictly limited to the purposes for which same are granted.

19.9 This Lease supersedes and replaces all prior agreements, contracts, arrangements, and understandings between the parties concerning the subject matter hereof.

19.10 This Lease is non-exclusive and LESSOR may grant a lease to any other party if such grant complies with all applicable rules and regulations of the Federal Communications Commission and electrical codes of the state where the Tower is located.

Executed by their duly authorized representatives and sealed on this ____ day of _____ 2009.

LESSOR

SUNOCO PIPELINE L.P., a Texas limited partnership

By: Sunoco Logistics Partners Operations GP
LLC, a Delaware limited liability company,
as its general partner

By: _____
Bruce D. Davis, Jr., Vice-President

LESSEE

CITY OF LIBERTY

By: _____
Carl Pickett, Mayor

STATE OF PENNSYLVANIA §
 §
 COUNTY OF PHILADELPHIA §

Before me a Notary Public in and for said county and state, on this ____ day of _____, 2009, personally appeared Bruce D. Davis, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice-President of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company, in its capacity as general partner of **SUNOCO PIPELINE L. P.**, a Texas limited partnership, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

 Notary Public
 My Commission Expires: _____

STATE OF TEXAS §
 §
 COUNTY OF LIBERTY §

Before me, the undersigned authority, NOTARY PUBLIC, STATE OF TEXAS on this day personally appeared Carl Pickett, Mayor, of **CITY OF LIBERTY**. to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2009.

 Notary Public
 My Commission Expires: _____

Attachment # 4: Radio Tower - Sun Oil (CA-2009-85 : Radio Tower Lease)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Policies

WORK SESSION 2009-11

DOC ID: 1439

Discussion of Infrastructure Improvement Policy for Economic and Community Development.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION 2009-12

DOC ID: 1440

Discussion of Proposed Food Inspections.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION 2009-13

DOC ID: 1441

Discussion of Dispensing with Surplus Real Property.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION 2009-14

DOC ID: 1442

Discussion of Proposed Ordinance Regarding Mowing Regulations.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 09/23/09 06:00 PM

Department: Administration
Category: Miscellaneous

WORK SESSION 2009-15

DOC ID: 1443

Discussion of Proposed Council Rules and Procedures.

RULES OF PROCEDURE

Adopted:

CITY COUNCIL
CITY OF LIBERTY, TEXAS

October ??, 2009

A. MAYOR AND COUNCIL RESPONSIBILITIES

1. The Mayor shall be the presiding officer at all meetings. The Mayor Pro Tem shall preside in his/her absence.
2. The Mayor shall preserve order and decorum and shall require Council members engaged in debate to limit discussion to the question under consideration.
3. The Mayor will encourage all Council members to participate in Council discussion and give each member an opportunity to speak for five minutes before any member can speak again on the same subject.
4. When addressing an agenda item, the Council member shall first be recognized by the Mayor, confine himself/herself to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Council member or staff member in his/her argument or vote.
5. Any Council member may appeal to the Council as a whole from a ruling by the Mayor. If the appeal is seconded, the person making the appeal may make a brief statement and the Mayor may explain his/her position, but no other member may speak on the motion. The Mayor will then put the ruling to a vote of the Council.
6. Any Council member may ask the Mayor to enforce the rules established by the Council. Should the Mayor fail to do so, a majority vote of the Council members present shall require him/her to do so.
7. During Open Session, it will be considered inappropriate for a Council member to introduce unexpected issues or information for Council consideration.
8. In accordance with State Law, the Mayor and Councilmembers shall be required to attend all scheduled meetings of the City Council, unless they have a valid excuse not to do so. Each member is expected to be present for discussion and resolution of all items on the scheduled agendas. Valid excuses will be illness, family emergency, work conflicts, or scheduled vacations. The Mayor must be notified in advance of scheduled meetings for an absence to be excused as valid.
9. The Mayor Pro Tem shall be elected by a majority vote of the Councilmembers present at a meeting of the City Council following the

swearing in of newly elected council members from the May general election.

10. The Mayor Pro Tem shall be elected for a one-year term. The Councilmember currently serving as Mayor Pro Tem shall be eligible to serve consecutive terms as long as he/she is elected by the Councilmembers annually following the May general election.
11. Criteria to be considered in the election of Mayor Pro Tem:
 - Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor Pro Tem to assist in representing the City when scheduling conflicts occur.
 - The Mayor Pro Tem should have demonstrable leadership abilities and a good working relationship with his/her fellow Councilmembers and City staff.
 - Councilmember must have served a minimum of one (1) year on subject City Council before being eligible to serve as Mayor Pro Tem.
 - In the final analysis, more than one Councilmember may meet the criteria to serve as Mayor Pro Tem. A councilmember's vote should be cast for the one member he/she feels can best serve the City as Mayor Pro Tem for the coming year. Since only one person will be elected Mayor Pro Tem, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability.
12. No Councilmember shall offer, seek, or accept any favors, gifts, or special considerations in exchange for a vote to be Mayor Pro Tem.
13. Should Mayor Pro Tem office be vacated, an election to fill the unexpired term shall be held at the second regular meeting of the City Council following the vacancy.

B. CODE OF CONDUCT FOR MAYOR AND COUNCIL MEMBERS

During the Council meetings, Council members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Council members shall demonstrate respect and courtesy to each other, to City staff members, and to members of the public

appearing before the Council. Council members shall refrain from rude and derogatory remarks and shall not belittle staff members, other Council members, or members of the public. They should not use their position to secure special privileges and should avoid situations that could cause any person to believe that they may have brought bias or partiality to a question before the Council.

Members of the Council will not condone any unethical or illegal activity. All members of the Council agree to uphold the intent of this policy and to govern their actions accordingly.

C. COUNCIL AND STAFF RELATIONS

1. The City Manager is directly responsible for providing information to all the Council concerning any inquiries by a specific Council member. If the City Manager or his/her staff's time is being dominated or misdirected by a Council member, it is his/her responsibility to inform the Mayor or the Council.
2. The City Manager is expected to respond in a timely manner to Council and Council member requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the information.
 - a. If the City Manager disagrees with the request, he/she should say so and explain his position.
 - b. If the City Manager disagrees with individual directives, he/she should initiate clarification of Council's will with regard to the individual Council member's request.
 - c. The City Manager should delegate responsibility for the response as necessary and appropriate, but the City Manager will remain responsible for its receipt by Council in a timely manner.
 - d. The City Manager should maintain a checklist and timetable for those requests and other directives of the Council.
3. All City Council members will receive the same written information. There will be no preferential dissemination of information.
4. During regular meetings or workshops of the City Council, a consensus of the Council members present will be required to direct the City Manager.
5. The City Manager is responsible for keeping the Council informed. The

Council should be provided a weekly report outlining progress on old issues as well as information on new issues and opportunities. Additionally, the City Council should be informed of City news prior to the release of information to the School Board, Community, and public.

6. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to the citizen and to the appropriate City Council member(s) in writing. City Council members will direct citizens to the appropriate staff member or department for routine service requests. If results are not achieved after sufficient time has passed, a City Council Member may contact the City Manager for follow-up.
7. The City Manager will strive to maintain positive relations with the City Council by following these guidelines:
 - a. Whether newly elected or experienced, remember every City Council member represents the special interests of the community and its voters, as well as the best interests of the City as a whole.
 - b. Work to establish mutual trust with the Council.
 - c. Open the lines of communication with the Council. Keep the Council informed.
 - d. Be inclusive of opportunities for educational trips. An educated Council is in the City's best interests.
 - e. Include the Council in City-sponsored employee social events.
 - f. Conduct orientation sessions for new Council members. Provide a tour of the City buildings and introduce to staff.
8. The City Manager is required to prepare and submit to the Council an annual budget. Additionally, the City Manager shall include the department presentations detailing what has been requested and the reason for the request.
9. The City Attorney is employed by the City Council, but all requests for legal opinions from Councilmembers shall be submitted through the Mayor or City Manager for coordination purposes.
10. The City Attorney should not be asked for complex legal opinions during Council meetings, briefings or workshops. Requests for opinions should be requested at least one week in advance of any Council meeting to ensure quality, well-researched opinions.

D. AGENDA RULES

1. Any Council member may request that the City Manager place an item on the agenda.
2. After 12:00 p.m. on Wednesday, an item must be qualified as an "emergency," as defined by the Open Meetings Act, to be added to the agenda.
3. Agenda items requested by members of the City Council will be placed on the agenda in the order received by the City Manager.
4. An item may be placed on the agenda for reconsideration if requested by a member of the prevailing side. Any Council member may ask for an item to be reconsidered after one year from the initial consideration.

E. PUBLIC MEETINGS

During regular meetings of the City Council, citizens may address the Council only during the Citizens Public Comment Period or a Public Hearing. Strict order will be maintained at all times. Tirades of individual personalities and personal aspersions will not be tolerated. Speakers who are out of order will be asked to leave the Council Chambers.

1. CITIZENS PUBLIC COMMENT PERIOD

- a. The public comment period will be set aside for any citizen to present matters of interest. Each speaker will have three minutes.
- b. Comments on public hearing agenda items will not be taken during the public comment period since time is allowed for proponents and opponents during public hearings.
- c. Speakers will address the entire Council, not another speaker, audience member(s), nor individual Council members.
- d. Council members will not respond to speakers during the Citizens Public Comment Period.
- e. The Citizens Public Comment Period will be placed immediately after the recognition of visitors on City Council agendas.

2. PUBLIC HEARINGS

- a. Both proponents and opponents shall have a maximum of ten (10) minutes per side for their presentation.
- b. A maximum of five (5) minutes per side will be provided for rebuttal and surrebuttal.
- c. After the public hearing is closed, the Council may ask questions of the speakers. Speakers must limit their responses to the questions asked by the Council.
- d. The City Council may choose to modify the public hearing rules in special circumstances when no pros or cons exist.

3. MINUTES

- a. Written minutes shall be maintained for all posted meetings of the City Council. Approval of the minutes shall be made by vote of the City Council at the next regularly scheduled meeting.
- b. The minutes for meetings of the City Council shall follow basic parliamentary procedure for action minutes, thereby recording what was done rather than what was said.

Revised: