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, February 3, 2010 **6:00 PM** **City Council Chambers**

The Liberty Community Development Corporation 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. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

III. REGULAR AGENDA

A. Regular Session

1. Council Action 2010-11

Consider and Approve Incentive Options for Holiday Inn Express.

2. Council Action 2010-12

Consider Approval of Relocating the City of Liberty Election Day Polling Place from the Humphreys Cultural Center to the Liberty Center, Located in the Liberty City Hall.

3. Council Action 2010-13

Consider and Approve an Interlocal Government Agreement with Liberty County Hospital District Number 1, for Joint Elections.

- Hospital Election Agreement 2010 (PDF)

4. Council Action 2010-14

Consider Approval of an Interlocal Government Agreement with the Liberty Independent School District, for Joint Elections.

- Election Agreement-LISD 2010 (DOC)

B. Executive Session

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087.
Consultation With Attorney. Gov. Code §551.071.
Meeting Concerning Municipally Owned Utility. Gov. Code §551.086.

1. Discussion of electrical services and/or incentives for Boomerang Tube, LLC.

C. Reconvene into Regular Session

1. Council Action 2010-15

Consider Approval Regarding Electrical Services And/Or Incentives to Boomerang Tube, LLC.

IV. COUNCIL MEAL

V. 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 29th day of January, 2010 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

_____
Dianne Tidwell, City Secretary

Notice 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 _____, 2010.

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/03/10 06:00 PM

Department: Administration
Category: Economic Development Issues

COUNCIL ACTION 2010-11

DOC ID: 1555

Consider and Approve Incentive Options for Holiday Inn Express.

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/03/10 06:00 PM

Department: Administration
Category: Election Issues

COUNCIL ACTION 2010-12

DOC ID: 1559

Consider Approval of Relocating the City of Liberty Election Day Polling Place from the Humphreys Cultural Center to the Liberty Center, Located in the Liberty City Hall.

EXPLANATION:
The relocation of the Election Day Polling Place provides many advantages for conducting the election process. The Liberty Center will easily accommodate numerous voters for the joint elections held in May, and will provide more room for the election workers. The large parking lot on the west side of the building is also an asset.

D. Tidwell

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/03/10 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2010-13

DOC ID: 1557

Consider and Approve an Interlocal Government Agreement with Liberty County Hospital District Number 1, for Joint Elections.

EXPLANATION:
In 2008, the City entered into an Interlocal Agreement with Liberty County Hospital District Number 1 to hold joint elections, on the uniform election day in May. The proposed agreement with the Hospital District is the same as the one executed in 2008, with only one change. That change is the relocation of the Election Day polling place from the Humphreys Cultural Center to the Liberty Center, located inside the City Hall.

In regard to the joint election, there will be no sharing of election workers, ballots, ballot boxes, or other relevant election materials. This agreement is solely for the use of a common polling place.

D. Tidwell

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INTERLOCAL GOVERNMENT AGREEMENT

Joint Elections

This agreement is entered into this 25th day of January 2010, by and between the City of Liberty, Texas (the "City"), and the Liberty County Hospital District Number 1 (the "District").

WHEREAS, the City and the District will conduct general elections of the May uniform election date of each year; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the votes of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the City and the District under the following terms and conditions, and the parties hereto agree with said conditions:

1. That the joint election conducted by the City and the District will be conducted at the Liberty City Hall located at 1829 Sam Houston, Liberty, Texas on the uniform election date in May of each year or until another uniform election date or location is mutually agreed upon by the parties.

2. That the City and the District will not consolidate election ballots.

3. That the City and the District may both share election judges or workers, but each entity will be responsible for securing qualified individual to serve in those positions.

4. That early voting will not be consolidated.

5. That the City and the District will each be responsible for providing electronic voting machines to their respective voters.

6. That the City and the District will each be responsible for the preparation, publication, and Spanish translation of its own Notice of Election, Order of Election, and ballots.

7. That the City and the District will each be responsible for their respective costs and expenses of the election process.

8. That each entity will be responsible for its own submissions to the U.S. Department of Justice for preclearance under the Federal Voting Rights Act, if any.

Attachment: Hospital Election Agreement 2010 (CA-2010-13 : Election Agreement - Hosp. Dist.)

9. That the financial obligations of the parties hereto are payable from current revenues of the respective parties that have been budgeted and appropriated for the purposes set forth herein.

10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and the signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVE AND AGREED this _____ day of February 2010.

CITY OF LIBERTY

_____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

APPROVE AND AGREED this the 25th day of January 2010.

LIBERTY COUNTY HOSPITAL DISTRICT NO. 1

C Bruce Stratton
C. Bruce Stratton, President

ATTEST:

Sissy Deale
Sissy Drake, Secretary

Attachment: Hospital Election Agreement 2010 (CA-2010-13 : Election Agreement - Hosp. Dist.)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/03/10 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2010-14

DOC ID: 1558

Consider Approval of an Interlocal Government Agreement with the Liberty Independent School District, for Joint Elections.

EXPLANATION:
In 2007, the City entered into an Interlocal Agreement with Liberty Independent School District Number 1 for the purpose of holding joint elections, on the uniform election day in May. The proposed agreement with LISD is the same as the one as executed in 2007, with only one change. That change is the relocation of the Election Day polling place from the Humphreys Cultural Center to the Liberty Center, located inside the City Hall.

In regard to the joint election, there will be no sharing of election workers, ballots, ballot boxes, or other relevant election materials. This agreement is solely for the use of a common polling place.

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INTERLOCAL GOVERNMENT AGREEMENT
Joint Elections

This agreement is entered into this 3rd day of February, 2010, by and between the City of Liberty, Texas (the "City"), and the Liberty Independent School District (the "District").

WHEREAS, the City and the District will conduct general and special elections on the May uniform election date of each year; and

WHEREAS, Section 10.0581 of the Texas Education Code requires that an election for trustees of an independent school district be held on the same date as the election for the members of the governing body of a municipality located in the school district and that said election be held as a joint election under Chapter 271 of the Texas Election Code; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the City and the District under the following terms and conditions, and the parties hereto agree with said conditions:

1. **That the joint election conducted by the City and the District will be conducted at the Liberty City Hall located at 1829 Sam Houston, Liberty, Texas, on the uniform election date in May of each year or until another uniform election date or location is mutually agreed upon by the parties.**

2. **That the City and the District will not consolidate election ballots.**

3. **That the City and the District will not share election judges or workers and each entity will be responsible for securing qualified individuals to serve in those positions.**

4. **That early voting will not be consolidated.**

5. **That the City and the District will each be responsible for providing electronic voting machines to their respective voters.**

6. **That the City and the District will each be responsible for the preparation, publication, and Spanish translation of its own Notice of Election, Order of Election, and ballots.**

7. **That the City and the District will each be responsible for their respective costs and expenses of the election process.**

Attachment: Election Agreement-LISD 2010 (CA-2010-14 : Election Agreement-LISD)

8. **That each entity will be responsible for its own submissions to the U.S. Department of Justice for preclearance under the Federal Voting Rights Act, if any.**

9. **That the financial obligations of the parties hereto are payable from current revenues of the respective parties that have been budgeted and appropriated for the purposes set forth herein.**

10. **That the undersigned are the duly authorized representatives of the parties' governing bodies, and the signatures represent adoption and acceptance of the terms and conditions of this agreement.**

APPROVE AND AGREED this 3rd day of February, 2010.

CITY OF LIBERTY

_____

Carl Pickett, Mayor

ATTEST:

_____

Dianne Tidwell, City Secretary

LIBERTY INDEPENDENT SCHOOL DISTIRCT

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Cynthia A. Lusignolo, Superintendent

Attachment: Election Agreement-LISD 2010 (CA-2010-14 : Election Agreement-LISD)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/03/10 06:00 PM

Department: Administration
Category: Economic Development Issues

COUNCIL ACTION 2010-15

DOC ID: 1556

Consider Approval Regarding Electrical Services And/Or Incentives to Boomerang Tube, LLC.

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