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

Tuesday, March 26, 2013 **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 Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Frank Jordan	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	

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.

III. PRESENTATIONS / REPORTS

A. Information Item (ID # 2650)

Financial Report - Finance Dir. - N. Herrington

B. Information Item (ID # 2651)

Recycling Report - Councilperson Huddleston

C. Information Item (ID # 2652)

Houston-Galveston Area Council Report - Councilperson Jordan

D. Information Item (ID # 2653)

Sam Rayburn Municipal Power Agency - Mayor Pickett

IV. WORK SESSION

1. Work Session (ID # 2654)

Presentation of Long-Range Water Plan, by Freese and Nichols, Inc.

V. REGULAR AGENDA

A. Regular Session

1. Council Action (ID # 2657)

Consider an Ordinance or Resolution to Revoke Prior Authorization, If Any, for Railroad through the City of Liberty.

2. Ordinance (ID # 2655)

Consider Adoption of an Ordinance Amending Chapter 12 of the City's Code of Ordinances Granting the City Authority to Charge a Toll for Railroads that Cross City Owned Streets.

3. Council Action (ID # 2656)

Consider Approval of an Interlocal Agreement Between the City of Liberty and the City of Dayton Authorizing Each Entity's Municipal Court Judge to Serve as an Associate Judge for the Other Contracting Entity.

- Interlocal with Dayton for Municipal Judge (DOCX)

B. Executive Session

Government Code §551.071
Private Consultation with Attorney on all subjects or matters authorized by law:

1. When the governmental body seeks the advice of its attorney about

    a. pending or contemplated litigation

    b. a settlement offer

2. On a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

3. Consider legal advice regarding items specifically listed on the agenda.

C. Reconvene into Regular Session

Consider any action on the items as discussed in the Executive Section

1. Council Action (ID # 2658)

Consider and Take Action, If Any, on the Items as Discussed in the Executive Session.

VI. ADJOURNMENT

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 22nd day of

March, 2013 at 12:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

_____
Dianne Tidwell, City Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2013.

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2650)

DOC ID: 2650

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2651)

DOC ID: 2651

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2652)

DOC ID: 2652

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2653)

DOC ID: 2653

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Water Issues

WORK SESSION (ID # 2654)

DOC ID: 2654

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 2657)

DOC ID: 2657 A

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Misc. Fees

ORDINANCE (ID # 2655)

DOC ID: 2655 A

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 2656)

DOC ID: 2656

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INTERLOCAL AGREEMENT FOR VISITING MUNICIPAL JUDGE

This agreement ("Agreement") is made and entered into between the **City of Liberty**, a home rule municipal corporation of the State of Texas ("Liberty"), acting by and through **Carl Pickett**, its duly authorized City Mayor, and the City **of Dayton**, a home rule municipal corporation of the State of Texas ("Dayton"), acting by and through **Felix Skarpa**, its duly authorized City Mayor, together ("Cities").

RECITALS

This Agreement is made under the authority granted to the governmental entities pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, Both Dayton and Liberty recognize that a Municipal Court Judge is important to the community; and

WHEREAS, both Liberty and Dayton employ their own respective Municipal Court Judges; and

WHEREAS, the position of Municipal Court Judge requires specialized training and knowledge; and

WHEREAS, both Liberty's and Dayton's Municipal Court Judges may be unable to attend Municipal Court from time to time; and

WHEREAS, both Cities recognize that it is important to have a substitute Municipal Court Judge who is capable of filling in for the regular Judge when he is unable to appear.

NOW, THEREFORE, the City of Liberty contracts with the City of Dayton to permit and support each City's Municipal Court Judge to serve as the Visiting Judge for the other City on an as needed basis, in exchange for consideration of the mutual covenants, promises and agreements herein expressed, the parties agree as follows:

AGREEMENT

1.

Liberty agrees to permit its Municipal Court Judge to serve as a Visiting Judge for the City of Dayton, at Liberty's expense, when the Dayton Municipal Court Judge is unable to appear in Court. Dayton agrees to permit its Municipal Court Judge to serve as a Visiting Judge for the City of Liberty, at Dayton's expense, when the Liberty Municipal Court Judge is unable to appear in Court.

Attachment: Interlocal with Dayton for Municipal Judge (2656 : Interlocal Agreement-City of Dayton)

2.

The Visiting Judge may be requested to serve by the Clerk of the Court and only when the regular judge is unavailable for service at a time when Court is scheduled.

3.

The term of this Agreement is for a period beginning on _____, and lasting indefinitely. Either party may terminate this contract at any time upon 30 days written notice of the other City.

4.

Liberty and Dayton covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

5.

Liberty and Dayton covenant that neither they nor any of their respective officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

6.

Liberty and Dayton, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.

7.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject

Attachment: Interlocal with Dayton for Municipal Judge (2656 : Interlocal Agreement-City of Dayton)

matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

8.

The failure of Liberty or Dayton to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of Liberty's or Dayton's right to assert or rely upon any such term or right on any future occasion.

9.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Liberty County, Texas.

10.

The governing bodies of Liberty and the Dayton have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies to sign this Agreement on behalf of the governing bodies.

11.

This written instrument constitutes the entire agreement by the parties hereto concerning the property and services to be transferred and performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

12.

The parties agree that this agreement may be executed in duplicate originals.

13.

Notices to Dayton shall be deemed given when delivered in person to the Dayton Mayor, or the next business day after the mailing of said notice addressed to said Dayton by United States mail, certified or registered mail, return receipt requested, and postage paid at 117 Cook St., Dayton, TX 77535.

Notices to Liberty shall be deemed given when delivered in person to the Liberty Mayor, or the next business day after the mailing of said notice addressed to said Liberty by United States mail, certified or registered mail, return receipt requested, and postage paid at 1829 Sam Houston St., Liberty, TX 77575.

Attachment: Interlocal with Dayton for Municipal Judge (2656 : Interlocal Agreement-City of Dayton)

IN WITNESS WHEREOF, the parties hereto have executed this agreement to multiples in Liberty County, Texas, this _____ day of _____, A.D. 2013.

ATTEST:

CITY OF DAYTON

_____

City Secretary

_____

Felix Skarpa
Mayor, City of Dayton

ATTEST:

CITY OF LIBERTY

_____

City Secretary

_____

Carl Pickett
Mayor, City of Liberty

Attachment: Interlocal with Dayton for Municipal Judge (2656 : Interlocal Agreement-City of Dayton)

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

Meeting: 03/26/13 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 2658)

DOC ID: 2658

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