



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, June 12, 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. 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 # 2722)

Project Updates - City Mgr. Gary Broz

B. Information Item (ID # 2730)

SRMPA Transformer Update - City Mgr. Gary Broz

C. Information Item (ID # 2725)

Report on the Status of the Senior Adult Feeding Project.

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.

1. Tuesday, May 14, 2013

VII. REGULAR AGENDA**A. Regular Session****1. Ordinance (ID # 2723)**

Consider Adoption of an Ordinance Objecting to a Proposed Rate Increase for Electric Power Provided by Entergy Texas, Inc (ETI).

2. Council Action (ID # 2724)

Consider and Take Action, If Any, on Possible Redemption of Tax Property.

3. Council Action (ID # 2726)

Consider Filling the Two (2) Vacant "Alternate" Positions on the Planning and Zoning Commission, and Take Any Action Deemed Necessary.

4. Council Action (ID # 2728)

Discussion of the Property Currently Leased by Key Energy Services at 512 Hwy. 90, and Take Any Action Deemed Necessary.

- Key Energy Lease (PDF)

5. Council Action (ID # 2727)

Consider Award of Quote for Utility Poles for the Boomerang Substation Project, and Take Any Action Deemed Necessary.

- Quote-Poles-Boomerang Sub (PDF)

6. Council Action (ID # 2729)

Receive the 2013 Charter Review Commission Final Report, and Take Any Action Deemed Necessary.

VIII. ADJOURNMENT

Motion To: Adjourn

CERTIFICATE

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 7th day of June, 2013 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.

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

5.A

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2722)

DOC ID: 2722



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2730)

DOC ID: 2730



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2725)

DOC ID: 2725



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, May 14, 2013

6:00 PM

City Council Chambers

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Councilperson	Present	
Dennis Beasley	Councilperson	Present	
Frank Jordan	Councilperson	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Tom Warner	City Engineer/PWD	Present	
Dianne Tidwell	City Secretary	Present	
Randy Gunter	City Attorney	Present	

II. INVOCATION

The Invocation was given by Pastor Richard Ayers, St. Johns Missionary Baptist Church, and Liberty County Veteran's Service Officer.

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American and Texas flags was led by Liberty High School Graduating Seniors Allison Meche and Luke Harris, respectively.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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

Mayor Pickett reported on the following:

- U.S. Postal Service Food Drive, Saturday, May 11, 2013,
- First Responder Memorial Service, Sunday, May 19, 2013, Liberty Church of Christ,
- Hurricane Preparedness Seminar presented by Tom Branch, Liberty County Emergency Management Coordinator, Tuesday, May 21, 2013 at the Liberty Center, and
- Appreciation for the Mother's Day holiday.

Minutes Acceptance: Minutes of May 14, 2013 7:00 PM (CONSENT AGENDA)

V. PRESENTATIONS / REPORTS**A. Information Item (ID # 2701)**

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

In the City Manager's absence, City Engineer/PWD Tom Warner presented the project update report. Mr. Warner reported on the following:

- Power outage on the previous Saturday due to tree falling and shorting out a transformer,
- Bids to be opened for the new Police Dept. facility on May 30th,
- Cultural Center AC Project is behind schedule,
- Airport Open House, Saturday, June 8, 11 a.m. til 3 p.m.,
- Staff has begun the budget process for the new fiscal year, with budget workshops scheduled for July 9-12,
- and the first Farmer's Market to take place on the City Hall grounds on Saturday, May 25th.

Mr. Warner stated that he would respond to questions regarding other projects not mentioned.

B. Information Item (ID # 2703)

Proclamation - Motorcycle Safety Awareness Month

COMMENTS - Current Meeting:

Mayor Pickett read a proclamation into the record proclaiming May as "Motorcycle Safety Awareness Month". Representatives from various motorcycle groups expressed appreciation for the proclamation in that it promoted heightened awareness on the road.

ATTACHMENTS:

- Motorcycle Safety Month 2013 (DOC)

C. Information Item (ID # 2704)

Proclamation and Welcome - Sister City, Naracoorte, South Australia

COMMENTS - Current Meeting:

Mayor Pickett read a proclamation into the record proclaiming May 15, 2013 as "Naracoorte Day" in the City of Liberty. Mayor Pickett then welcomed visitors David Brighton, Michelle Brewer and John Attwood from Liberty's Sister City, Naracoorte South Australia. Ms. Sandra Pickett, previous City Council Member, gave a brief history of the sister city pairing and the similarities between the two cities. The Australian visitors thanked the Mayor and Council for the proclamation and expressed appreciation for the partnership with Liberty.

ATTACHMENTS:

- Naracoorte Day-2013 (DOC)

D. Information Item (ID # 2702)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported on the recent "Shred It" event, its success, and how quickly the recycling truck is filled, reflecting the community's positive response to this program. Ms. Huddleston stated that the next recycling event would be held late August or September.

Councilperson Huddleston continued by also reporting on the proposed curbside Subscription Recycling Program, at a cost of \$13.00 per month. This program is single source recycling in that all authorized recyclables may be placed in one container. Ms. Huddleston stated that for this program to begin there must be at least 500 residences and/or businesses, between the cities of Liberty and Dayton, sign up to participate. The sign-up period continues through the month of May and June.

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, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

A. Minutes Approval

1. Tuesday, April 09, 2013

B. Council Action 2013-41

Consider Approval of March 28 & 29 as Dates for the 2014 Liberty Jubilee.

VII. REGULAR AGENDA**A. Regular Session****1. Information Item (ID # 2706)**

Oath of Office to be Administered to Newly Elected Officials.

COMMENTS - Current Meeting:

Municipal Court Judge Mike Little administered the Oath of Office to the elected officials, as a result of the cancellation of the May 11, 2013 General Election. Those administered the Oath were Dennis Beasley, Diane Huddleston and Libby Simonson.

ATTACHMENTS:

- Oath of Office Form (DOC)

2. Council Action 2013-42

Elect a Mayor Pro Tem.

COMMENTS - Current Meeting:

Councilperson Jordan nominated Councilperson Huddleston for Mayor Pro Tem, seconded by Councilperson Simonson. There were no other nominations. Motion was made to elect Councilperson Huddleston as Mayor Pro Tem.

RESULT: APPROVED [UNANIMOUS]
MOVER: Frank Jordan, Councilperson
SECONDER: Libby Simonson, Councilperson
AYES: Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

3. Council Action 2013-43

Consider and Take Action, If Any, on Appointments to the Liberty Community Development Corporation Board of Directors.

COMMENTS - Current Meeting:

Councilperson Beasley nominated Mr. Mark Campbell for appointment to the Liberty Community Development Corporation Board of Directors, seconded by Councilperson Jordan. There were no other nominations. Motion was made to approve the appointment of Mark Campbell to the LCDC Board of Directors.

A motion was subsequently made to amend the previously approved motion to include, not only the appointment of Mr. Campbell, but the reappointment of current LCDC members, Councilperson Arnold and Ms. Leslie Herndon.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dennis Beasley, Councilperson
SECONDER: Frank Jordan, Councilperson
AYES: Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

4. Council Action 2013-44

Consider and Take Action, If Any, on Appointments to the Planning and Zoning Commission.

COMMENTS - Current Meeting:

Discussion was held regarding the expired terms on the P&Z Commission, to include the two alternate positions. After further discussion, consensus of the Council was to place the alternate positions on the next regular council meeting agenda.

Motion was made to re-appoint Mr. Larry Wagon to the Planning and Zoning Commission.

Mr. Tom Warner, City Engineer/PWD, thanked Ms. Candice Motschman Joyce for her years of service to the City. Ms. Joyce was a seventeen year employee of the City and has resigned as she will be relocating to another city.

RESULT: APPROVED [UNANIMOUS]
MOVER: Frank Jordan, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

5. Resolution 2013-7

Consider a Resolution Making an Appointment to Fill an Unexpired Term on the Sam Rayburn Municipal Power Agency Board of Directors.

COMMENTS - Current Meeting:

Mayor Pickett reported on the Sam Rayburn Municipal Power Agency and its Board of Directors. Mayor Pickett stated that one of the City of Liberty representatives to that Board, Mr. Bruce Halstead had resigned his position. Mayor Pickett stated that he would like to fill this vacancy with the appointment of Liberty City Manager Gary Broz.

Motion was made to appoint City Manager Gary Broz to the SRMPA Board of Directors.

RESULT: APPROVED [UNANIMOUS]
MOVER: Carl Pickett, Mayor
SECONDER: Frank Jordan, Councilperson
AYES: Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

6. Council Action 2013-45

Consider Additional Funding for the Purchase of a Digger Truck through the Texas Local Government Purchasing Cooperative (BuyBoard), for the Electric Department.

COMMENTS - Current Meeting:

Tom Warner, City Engineer/PWD reported to Council that included in the 2013 Budget were funds for the purchase of a digger truck. However, during the requisition process, it was determined that the vehicle, with a new cab/chassis, and with a refurbished digger unit would be considered a used vehicle by HGAC, through which the vehicle was being purchased. Used vehicles are not sold through HGAC.

Two additional quotes were then received for a new digger truck and quotes came in for \$170,546 and \$177,509, respectively. Cost of the original quoted vehicle was \$145,000. Management recommended the purchase of the vehicle for \$170,546, therefore requesting additional funding in the amount of \$25,546.00.

After further discussion, a motion was made to approve additional funding, in the amount of \$25,546, for the purchase of a new digger truck through Buy Board.

RESULT:	APPROVED [6 TO 1]
MOVER:	Diane Huddleston, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Simonson, Arnold
NAYS:	Louie Potetz

7. Information Item (ID # 2712)

Discussion of a Proposed Ordinance Prohibiting Texting and Cell Phone Usage, While Operating a Motor Vehicle in the City of Liberty.

COMMENTS - Current Meeting:

Lengthy discussion was held regarding the dangers associated with texting and cell phone usage while driving a motor vehicle. Various issues related to this topic were deliberated including distracted driving, texting being a pervasive problem among drivers of all ages, hands-free devices, education, enforcement, and that this subject was also being debated in the Texas Legislature.

No action was taken.

8. Information Item (ID # 2713)

Discussion of a No Smoking in Public Buildings Ordinance for the City of Liberty.

COMMENTS - Current Meeting:

Lengthy discussion was held regarding a "no-smoking in public buildings" ordinance for the City of Liberty. Various citizens commented, for and against, this topic which prohibit smoking in workplaces and other public spaces. Additional discussion included that Texas law does not preempt the passage of local smoke free laws, smokers v. non-smoker's rights, and that this subject was being debated in the Texas Legislature.

No action was taken.

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:45 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of May 14, 2013 7:00 PM (CONSENT AGENDA)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Electric Issues

ORDINANCE (ID # 2723)

DOC ID: 2723 A

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS FINDING, AFTER REASONABLE NOTICE AND HEARING, THAT THE REQUEST OF ENTERGY TEXAS, INC. TO MODIFY ITS INTERRUPTIBLE SERVICE RATE SCHEDULE SHOULD BE DENIED; DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, pursuant to 33.001 of the Public Utility Regulatory Act, the City of Liberty has exclusive, original jurisdiction over the electric rates, operations and services provided within city limits by Entergy Texas, Inc. (ETI or the Company).

WHEREAS, on May 13, 2013, ETI filed with the City of Liberty a Petition to Modify its Interruptible Service Rate Schedule;

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

SECTION 1. It is hereby found and determined that said meeting at which this Ordinance was adopted was open to the public, as required by Texas law, and that advance public notice of the time, place, and purpose of said meeting was given.

SECTION 2. ETI's request to modify its interruptible service rate schedule is denied.

SECTION 3. This Ordinance shall be served on ETI by U.S. Mail to the Company's authorized representative, Jack Blakley, Vice President - Regulatory Affairs, Entergy Texas, Inc., Suite 701, 919 Congress Avenue, Austin, Texas 78701.

SECTION 4. Nothing contained in this Ordinance shall be construed now or hereafter in limiting or modifying, in any manner, the right and power of the City under law to regulate the base rates and services of ETI.

SECTION 5. This ordinance shall become effective from and after its date of passage.

SECTION 6. The requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty that all ordinances be read on two separate days is hereby dispensed with.

PASSED AND ADOPTED this the 12th day of June, 2013 at a special meeting of the City Council of the City of Liberty, Texas, at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

SIGNED this day 12th day of June, 2013.

CITY OF LIBERTY

By: _____
Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary
City of Liberty

APPROVED AS TO FORM:

Randy Gunter, City Attorney



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 2724)

DOC ID: 2724



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 2726)

DOC ID: 2726

EXPLANATION:

At the previous Council Meeting, Mr. Larry Wagnon was re-appointed to the P & Z Commission. The terms of the two alternate positions also expired at this same time. One "alternate" position has been vacant and the other "alternate" position was held by Mr. Paul Damek. Mr. Damek is not available for reappointment.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 2728)

DOC ID: 2728

**Key Energy Services**

1301 McKinney
Suite 1800
Houston, Texas 77010

Telephone: 713.651.4300
Facsimile: 713.652.4005
www.keyenergy.com

May 8th, 2013

By Certified Mail, Return Receipt Requested and First Class Mail

To:
City of Liberty
Attn: Ron Wood
1829 Sam Houston
Liberty, TX 77575
(936) 336-7962

RE: Leased Property at 512 Hwy 90 Liberty, TX

Dear City of Liberty,

On behalf of Key Energy Services, LLC, I am writing to notify you that Key Energy Services, LLC is terminating the above referenced lease effective as of July 31st, 2013. If you have any questions please give me a call at your convenience.

Thank You

A handwritten signature in blue ink, appearing to read "R. Vaughn".

Randal Vaughn
Manager - Transactions
(713) 651-4507

LEASE

THIS LEASE is made and entered into the 1st day of August, 2008, by and between CITY OF LIBERTY (hereinafter referred to as "Landlord"), and KEY ENERGY SERVICES, LLC (hereinafter referred to as "Tenant").

1. Demised Premises. Landlord is the owner of certain real property, with improvements located thereon, commonly known as 512 Highway 90, Liberty, Liberty County, Texas, as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Leased Property"). Upon the conditions, limitations, covenants and agreements set forth below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord and Leased Property.
2. Term. The term of this Lease shall be for a period of five (5) year(s) (the "Lease Term"), beginning effective on the 1st day of August, 2008, and terminating at midnight on the 31st day of July, 2013 (the "Expiration Date"), unless extended or terminated earlier as elsewhere herein provided.
3. Rent. Tenant shall pay to Landlord, as the rent (the "Rent") during the Lease Term the sum of ONE HUNDRED TWENTY THOUSAND TWELVE AND NO/100 DOLLARS (\$120,001.00) per annum, payable in twelve (12) monthly installments of TEN THOUSAND ONE AND NO/100 DOLLARS (\$10,001.00) per month. The Rent shall be payable on or before the first day of each month of the Lease Term; provided, however, that if the term of this Lease commences or ends on a day other than the first day of the calendar month, then Tenant shall pay a pro rata portion of the monthly Rent for such partial month.
4. Use of Leased Property. The Leased Property is to be used and occupied by Tenant for any legal purpose.
5. 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.
6. Utilities. Tenant shall be responsible for paying, prior to delinquency, any utility charges incurred by Tenant during the Lease Term.
7. 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.
8. Maintenance. With the exception of any items for which Landlord has expressly accepted responsibility, Tenant shall maintain the Leased Property to the



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 2727)

DOC ID: 2727



Quotation Summary

VALMONT QUOTE NUMBER: 22952R	*LEAD: 12 WEEKS
REVISION: 0	QUOTE VALIDITY: 15 DAYS
DATE 2/27/2013	PAYMENT TERMS: NET 30 DAYS
CUSTOMER: NOWLIN & ASSOC	FINISH: HOT DIPPED GALVANIZED
PROJECT: CITY OF LIBERTY	SHAPE: ROUND TAPERED
VALMONT REPRESENTATIVE: PSA	FOUNDATION: DIRECT EMBEDDED
VALMONT AGENT: SPENCE WILLIS	FREIGHT TERMS: FOB DESTINATION ALLOWED
APPLICATION: TRANSMISSION	SHIP TO: LIBERTY, TX
PRODUCT TYPE: ROUND	

Included Documents:

☒ Valmont Pricing	☐ Calcs File	☐ Other
☒ Terms & Conditions	☐ Escalation Terms	

Structures would ship *(per above lead) after receipt of approval drawings based on drawings sent for approval within 1 week after receipt of purchase order and customer returning approved drawings within 1 week. Current shipping schedules solely those in effect at time of this quotation. Actual schedules are subject to change due to conditions existing at time of order by customer. Actual prices are subject to change if the approval process exceeds the allotted time frame given, receipt of project specifications, submittal of project drawings, and return of approved drawings. If stated delivery is not acceptable, please call us so that we may consider other possible options. Structures delivered on standard flatbed trailer and unloading of product shall be the responsibility of the customer, unless otherwise stated. A detention fee may be incurred if the unloading of structures exceeds 2 hours.

Prices are based on quantities shown. Any change in quantities may result in a price change. In the event extended values do not correlate with multiplication of the unit price and quantity, the unit price shall govern, and the total bid price will be corrected accordingly. Prices are based on wood pole classes requested.

The structure(s) supplied meets or exceeds throughout its length, the loading requirements for the class of wood pole specified. Selection based on Grade B construction. No additional analysis has been performed. Requirement for Professional Engineering stamp on design calculations or drawings of Valmont standard equivalent class steel poles will incur an additional charge of \$150 to cover additional engineering time. This covers the application of stamping by a Registered Professional Engineer in the state of Nebraska, only. Requirements for stamping by a Registered Professional Engineer in a state other than Nebraska will be determined and charged at the rates from an appropriate engineer with that state's license.

"This quotation complies with the requirements identified in the specifications for a below grade coating. We will utilize the standard practices outlined in The Society of Protective Coatings SSPC-PA 2 for measuring the applied coating thickness against the specification requirements. A determination of the adequacy of a below grade protection system requires a complete investigation of a number of interrelated variables including: The presence or absence of ground water; soil ph levels; backfill materials planned for use; tamping practices; anticipated UV exposure; etc. We have not attempted to make such a determination." It shall be the purchaser's responsibility to determine the appropriate foundation for the intended application, such as; backfill materials, tamping procedures, embedment depth, soil density, etc.

Prices do not include sales and use tax. Valmont Newmark Industries, Inc. Standard Terms and Conditions will apply. All quotations are subject to acceptance by Valmont Newmark Industries at time of order placement.

Sincerely,

Brian Benest
Customer Service Manager
Phone: (316) 321-1201 ext. 201
Fax: (316) 321-4753
E-Mail: brian.benest@valmont.com

Danny Lonergan
Distribution Product Manager
Phone: 602-549-4790
daniel.lonergan@valmont.com

Mark Magill
Territory Sales Manager
Phone: 817-798-3448
william.magill@valmont.com

00-48HM3046POL



Quotation Price Sheet

VALMONT QUOTE NUMBER: 22952R
REVISION: 0
DATE 2/27/2013
CUSTOMER: NOWLIN & ASSOC
PROJECT: CITY OF LIBERTY
VALMONT REPRESENTATIVE: PSA
VALMONT AGENT: SPENCE WILLIS
APPLICATION: TRANSMISSION
PRODUCT TYPE: ROUND

*LEAD: 12 WEEKS
QUOTE VALIDITY: 15 DAYS
PAYMENT TERMS: NET 30 DAYS
FINISH: HOT DIPPED GALVANIZED
SHAPE: ROUND TAPERED
FOUNDATION: DIRECT EMBEDDED
FREIGHT TERMS: FOB DESTINATION ALLOWED
SHIP TO: LIBERTY, TX

STEEL POLES INCLUDE:

- STEEL TOP CAP
• BUTT PLATE
• JACKING NUTS
• GROUND PROTECTION FROM 1' ABOVE GROUND LEVEL TO BOTTOM OF POLE, BASED ON A BURIAL DEPTH OF 10% OF POLE HEIGHT PLUS 2', INCLUDING BUTT PLATE, ALL AT 20 MILS.

[illegible]

VALMONT/NEWMARK STANDARD TERMS AND CONDITIONS

AGREEMENT: This document ("Document") contains the standard terms and conditions of sale by Valmont-Newmark ("Supplier"), to Purchaser, of products, materials, other goods, equipment, operations, or services ("Product"). If this Document is a quotation, then the offer contained herein shall remain open for thirty (30) days from the date it was issued, unless otherwise specified, and Purchaser shall be deemed to have accepted the offer and terms and conditions contained herein upon the earlier of: (1) Purchaser's signature and return of this Document to Supplier by fax or any other means; (2) Supplier's receipt of any order or any other writing from Purchaser indicating Purchaser's acceptance and agreement to the terms hereof. Whether this Document is a quotation, an invoice, or otherwise, the terms and conditions of the parties' agreement shall consist solely of the terms and conditions contained on the front and back of this Document, together with any separate written agreement previously executed by both Purchaser and Supplier, any invoices generated in connection herewith, and any written addenda to the foregoing that are Signed by Purchaser and Supplier (all of which are hereinafter collectively referred to as the "Agreement"). Any additional or different terms contained in any order or other document submitted by Purchaser to Supplier shall be deemed rejected, unless expressly accepted in writing by Supplier. In no event shall Supplier's silence or failure to respond to any such additional or different terms be deemed to constitute acceptance or approval thereof. If this Document is a quotation, then failure of the Purchaser to reject these terms and conditions in writing upon the first to occur of the receipt of this or any other document from or on behalf of the Supplier containing these terms and conditions or the delivery of Product pursuant to the Agreement shall constitute final acceptance of the terms and conditions hereof. To the extent this invoice is in any way deemed to be an acceptance of an offer of the Purchaser, any such acceptance of the Supplier is expressly conditioned upon the consent of the Purchaser to the terms and conditions of the Agreement.

MODIFICATIONS: The Agreement may be modified or rescinded only in writing signed by duly authorized representatives of the parties. For any changes requested by Purchaser to the quantity or quality of the Product, Purchaser shall pay the Supplier a charge equal to the actual additional cost incurred by the Supplier as a result of such change plus a reasonable percentage of such actual cost for overhead and profit.

CANCELLATION: Orders accepting an offer from Supplier may be canceled only with Supplier's written consent and upon terms which will save Supplier from loss, including all out-of-pocket costs and lost profits.

LIMITED WARRANTY: Supplier warrants the Product to be free of material and workmanship defects for a period of one year from the date of shipment, but said warranty is limited to material and workmanship of the Product designed and manufactured by the Supplier. For any Product manufactured using items supplied by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricator's, or manufacturer's warranty, if any. For any Product manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves. No person has the authority to bind Supplier to any representation or warranty other than the foregoing limited warranties as disclaimed.

All warranty claims alleging defects of materials or workmanship must be submitted in writing within thirty (30) days after the discovery of the defect or such claim shall be considered waived. Supplier will not accept Product returned to it for repair or replacement, unless Supplier is previously notified of the defect in writing and the return or correction is authorized by Supplier in writing. Any Product deemed by Supplier, in its sole discretion, to be defective in material or workmanship will be repaired or replaced, at Supplier's option, F.O.B. Supplier's plant.

Supplier's obligation to repair or replace any defective Product shall not include any obligation to reimburse the Purchaser for transportation, installation, removal, unauthorized repairs, or any other expenses that may be incurred by the Purchaser or others in relation to any Product defect.

VALMONT/NEWMARK STANDARD TERMS AND CONDITIONS

The foregoing warranties shall not apply to any Product that has been subjected to misuse, neglect or accident, or has been altered or tampered with, or has been used beyond its normal useful or expected life, or which has had corrective work done thereon, without Supplier's written consent.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SUPPLIER, AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE (INCLUDING LOST PROFITS), RESULTING FROM THE POSSESSION, INSTALLATION, ERECTION, START-UP, USE, MAINTENANCE, OPERATION, REMOVAL, OR RESALE OF SUPPLIER'S PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE.

LIMITATION OF ACTION: Any lawsuit based on or related in any way to the Agreement or the Product described therein must be commenced within two (2) years after delivery of the Product or other goods to the Purchaser or it shall be barred.

DELIVERY AND FREIGHT: Unless otherwise stated, delivery of Product will be made F.O.B. point of shipment, freight allowed. Shipping dates are approximate and are based on prompt receipt of all necessary information from the Purchaser. Inspection or testing required by the Purchaser will be considered as extending the shipping dates accordingly. Additional charges will be made for any Purchaser-specified packing method beyond those chosen by Supplier, unless included in price.

If both Supplier and Purchaser agree to delivery of Product F.O.B. destination, then the following additional provisions apply: (i) prices shall include freight, permits and escorts, if needed, to deliver poles from plant to job site, (ii) Purchaser shall be responsible for truck access to the offload point on a legal right-of-way, such that the truck can adequately travel to and from the destination under its own power, and (iii) Purchaser shall be responsible for all damage done to landscaping and grounds due to delivery.

PRICING: All prices are subject to change without advance notice except those shown on a specific quotation indicating the prices to be firm for thirty (30) days from the date of the quotation. For orders accepting offers made by Supplier, Purchaser agrees that if the contract documents or designs or the prices of raw materials change from that contained in the order, Supplier has a right to charge additional compensation for increased costs, including, without limitation, costs related to freight and raw materials, as well as for increased margin associated therewith.

RETURNS: Supplier will not accept returns for custom-made Product for any reason, provided that Supplier will accept returns made solely for repair or replacement under the foregoing express warranties, but only if Supplier has previously authorized said returns in writing. Standard (non-custom) Product may not be returned without the written consent of Supplier, and only upon the following conditions:

- (i) all returned Product must be in excellent and merchantable condition;
- (ii) "Return Goods Authorization" labels, available from Supplier, must accompany the shipment;
- (iii) the outbound and return freight must be pre-paid; and (iv) the return is subject to a restocking charge of 45% of the then-current price.

VALMONT/NEWMARK STANDARD TERMS AND CONDITIONS

RISK OF LOSS: Risk of Loss shall pass to Purchaser upon the earlier of (i) completion of the Product's manufacture, if shipment is delayed by Purchaser, (ii) delivery of the Product to the Purchaser in cases where shipment is F.O.B. destination, or (iii) delivery of the Product to the carrier in cases where shipment is collect or is F.O.B. point of shipment.

INSTALLATION: Purchaser shall be solely responsible at its cost for the installation and erection of the Product purchased. Although Supplier may, in some cases, provide a support person, data, manuals, instructions, designs, drawings or specifications to aid Purchaser with installation or start-up, SUPPLIER ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR SUPPORT OF THE PRODUCT WHEN ERECTED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH INSTALLATION OR SUPPORT, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS OR SPECIFICATIONS ARE PROVIDED OR A SUPPORT PERSON AIDS IN THE INSTALLATION.

DELAYS: Supplier will deliver or ship with reasonable promptness, but shall not be liable for failure or delay in delivery due to acts of God, public enemy, riots, insurrections, orders bearing priority rating established pursuant to law, strikes, labor difficulties, differences with workmen, local labor shortages, fire, flood or other casualty, government regulations or requirements, shortages or failure of raw material, supplies, fuel, power or transportation, interruptions in transportation, or the act or default of the carrier or consignee, breakdown of equipment, or any other causes beyond Supplier's reasonable control, whether of similar or dissimilar nature than those enumerated.

SUPPLIER SHALL HAVE SUCH ADDITIONAL TIME WITHIN WHICH TO PERFORM AS MAY BE REASONABLE AND NECESSARY UNDER THE CIRCUMSTANCES. SUPPLIER SHALL NOT BE LIABLE TO PURCHASER FOR ANY DAMAGES ARISING FROM DELAYS, LOSS OF USE OR FOR OTHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM FAILURE OR DELAY IN DELIVERY.

CREDIT APPROVAL: All orders are subject to Supplier's approval of Purchaser's credit.

TERMS, INVOICES & PAYMENT: Payment terms are NET thirty (30) days from the date of Supplier's invoice, unless otherwise specified in the invoice or other applicable agreement. Invoices will be rendered upon delivery of each truck load to Purchaser. All payments shall be made to the "Remit to" location as stated on the Supplier's invoice. Supplier reserves the right to invoice, and Purchaser agrees to pay for, any or all material ready for shipment, together with expenses, costs, and losses associated therewith, whenever shipment is delayed pursuant to Purchaser's written instructions or for other reasons beyond Supplier's control.

TAXES: Any tax or other charge imposed by law on the sale of goods or the performance of services shall be paid by the Purchaser, unless the law specifically provides that such payment must be absorbed by Supplier. Purchaser shall inform the Supplier, in writing in advance, of such taxes or other charges imposed by state, municipal, or other law that are to be paid by the Supplier.

LATE CHARGE: A monthly late charge of 1.5% of the invoice amount or \$50, whichever is greater, will be assessed on all past-due amounts.

VALMONT/NEWMARK STANDARD TERMS AND CONDITIONS

SECURITY FOR PAYMENT: To secure the payment of any and all amounts due Supplier under this Agreement or any other contract between the parties, Supplier retains and the Purchaser grants to Supplier a security interest in the Product purchased hereunder and agrees to execute and deliver to Supplier such financing statements and to take any other action necessary to perfect Supplier's security interest as Supplier may reasonably request.

DEFAULT OF PURCHASER: In the event that (i) Purchaser fails to pay any invoice when due; (ii) Purchaser breaches this Agreement or any other contract with Supplier or any of its affiliated companies; or (iii) Purchaser's financial strength becomes unsatisfactory to Supplier, Purchaser shall thereby be in default, and Supplier reserves the right, in its sole discretion, to do any one or more of the following: (i) cancel this Agreement and any work in progress, shipments, and pending orders without further notice; (ii) declare all sums owing from Purchaser to Supplier to be due and payable; (iii) require payment in advance of performance, in certified funds; (iv) foreclose any security interest; (v) require other security satisfactory to Supplier. The exercise of any rights under this contract shall not bar Supplier from exercising its rights under the UCC or any other applicable law. The Purchaser waives any applicable statutory exemptions and shall pay all expenses incurred by Supplier in the collection of the amounts due under the Agreement, including attorneys' fees.

PATENTS, TRADE SECRETS, PROPRIETARY RIGHTS & INTERESTS: Purchaser shall indemnify and defend Supplier against any loss, liability or expense resulting from a claim that any Product, or any part thereof, furnished by Purchaser hereunder infringes any patent, trade secret or other proprietary right or interest.

CONFIDENTIALITY: Purchaser shall employ all reasonable means to assure that material from Supplier which is labeled "privileged, confidential or proprietary" or with similar wording and which comes into Purchaser's possession as a result of this order shall not be disclosed without authorization to anyone other than employees of Purchaser with a need to know. At a minimum, Purchaser will employ the same procedures to ensure confidentiality as it uses for its own privileged, confidential or proprietary materials. Purchaser shall, at the end of the performance of the Agreement, return privileged, confidential or proprietary material to the owner or supplier of such material or, if requested by the owner or supplier, destroy such material.

MANUALS, DESIGNS, DRAWINGS AND SPECIFICATIONS: All manuals, instructions, designs, drawings or specifications related to the Product described in this order and the information contained therein contain proprietary information and may not be reproduced, transferred, or distributed or used in any manner unrelated to the equipment or other goods sold pursuant to this order by Purchaser without the prior consent of Supplier.

INDEMNIFICATION: Purchaser shall indemnify and hold Supplier harmless from all expenses (including attorneys' fees), claims, demands, suits, judgments, actions, costs, and liabilities, which may arise from, relate to, or be connected with the Purchaser's possession, installation, erection, start-up, use, maintenance, operation, removal, or resale of the Product described herein and any manuals, instructions, designs, drawings or specifications related thereto.

GOVERNING LAW: All disputes relating to the execution, interpretation, construction, performance or enforcement of the rights and obligations of the parties hereto shall be governed by the laws of, and resolved in the State and Federal courts in the State of Nebraska, and the parties hereby consent to venue in Omaha, Nebraska. All terms and conditions hereof shall be enforced and construed in accordance with the laws of the State of Nebraska. THE PURCHASER AND SUPPLIER EACH HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM (INCLUDING COUNTERCLAIMS) ARISING WITH RESPECT TO THE GOODS PURCHASED HEREUNDER.

Valmont-Newmark Standard Terms & Conditions of Sale 091504



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 06/12/13 06:00 PM

Department: Administration
Category: Charter Review Comm

COUNCIL ACTION (ID # 2729)

DOC ID: 2729

EXPLANATION:

City Charter states that the City Council shall receive, and have published, any report presented by the Charter Review Commission.