



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, August 27, 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 # 2788)

Financial Report - Finance Director N. Herrington

B. Information Item (ID # 2789)

Recycling Report - Councilperson Huddleston

C. Information Item (ID # 2790)

Sam Rayburn Municipal Power Agency - Mayor Pickett

D. Information Item (ID # 2791)

Houston-Galveston Area Council - Councilperson Jordan

IV. REGULAR AGENDA

A. Regular Session

1. Council Action (ID # 2792)

Consider a Request for Funds from the Executive Director of CASA (Court Appointed Special Advocates).

- CASA Req for Funds (PDF)

2. Council Action (ID # 2793)

Consider Water Infrastructure Improvements as Proposed by Freese and Nichols, Inc., and Take Any Action Deemed Necessary.

3. Resolution (ID # 2794)

Consider Approval of a Resolution Authorizing Application for a Public Works and Economic Adjustment Assistance Program Economic Adjustment Grant.

4. Council Action (ID # 2795)

Consider Award of Bid for Employee Group Dental and Medical Insurance.

5. Council Action (ID # 2796)

Consider Action to Evaluate and Select Bids And/Or Proposals to Build New Police Department Building and Such Related Site Work Including Action to Award Bids as Necessary, and to Adopt a Resolution Memorializing Such Selection and Award.

6. Public Hearing (ID # 2798)

Public Hearing on the Proposed Budget for Fiscal Year 2013-2014.

7. Council Action (ID # 2799)

Consider Postponement of Final Vote on the Fiscal Year 2013-2014 Budget Until September 10, 2013.

8. Public Hearing (ID # 2800)

Public Hearing on the Proposed Tax Rate for Fiscal Year 2013-2014.

9. Council Action (ID # 2801)

Consider Approval of an Agreement for Fire Protection Services Between Liberty County and the City of Liberty Fire Department.

- Fire Protection Svs 2013-14 (PDF)

V. 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 23rd day of August, 2013 at 3:00 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

3.A

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2788)

DOC ID: 2788



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.B

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2789)

DOC ID: 2789



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.C

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2790)

DOC ID: 2790



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.D

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2791)

DOC ID: 2791



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.1

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 2792)

DOC ID: 2792

Dianne Tidwell

From: April Reiss <areiss@cityofliberty.org>
Sent: Monday, August 12, 2013 11:47 AM
To: dtidwell@cityofliberty.org; 'Gary Broz'
Subject: FW: Request for funding

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

April Reiss

Administrative Assistant
 City of Liberty
 1829 Sam Houston
 Liberty, Tx 77575
 936-336-3684
 936-334-7123 (direct line)
 936-336-9846 (fax)

This e-mail is the property of City of Liberty and/or its relevant affiliates and may contain restricted and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender and delete all copies of the message. Thank you.

From: Tara Pariso [mailto:tpariso@casalctx.org]
Sent: Monday, August 12, 2013 11:00 AM
To: areiss@cityofliberty.org
Subject: Request for funding

I would like to ask that CASA of Liberty/Chambers Counties be put on the next meeting agenda to request funding from the City of Liberty. Please let me know if you need additional information.

Thank you,

Tara Pariso
 Executive Director
 CASA of Liberty/Chambers Counties
 PO Box 9027
 Liberty, TX 77575
 (936) 334-9000 (Office)
 (936) 334-9001 (Fax)
 (585) 813-3987 (Cell)

Attachment: CASA Req for Funds (2792 : CASA Req for Funds)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.2

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Water Issues

COUNCIL ACTION (ID # 2793)

DOC ID: 2793



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.3

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Water Issues

RESOLUTION (ID # 2794)

DOC ID: 2794



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.4

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Insurance

COUNCIL ACTION (ID # 2795)

DOC ID: 2795



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.5

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 2796)

DOC ID: 2796



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.6

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 2798)

DOC ID: 2798



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.7

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Budget Issues

COUNCIL ACTION (ID # 2799)

DOC ID: 2799



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.8

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 2800)

DOC ID: 2800



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.9

Meeting: 08/27/13 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 2801)

DOC ID: 2801 A

AGREEMENT FOR FIRE PROTECTION SERVICES

STATE OF TEXAS §
COUNTY OF LIBERTY §

1. PARTIES TO THE CONTRACT

This contract is made by and between Liberty County, ("County") and City of Liberty Fire Department ("Department") located at:

1912 Lakeland Drive

Liberty, Texas 77575

936-336-3922

Number of Active Members

2. CONTRACT PERIOD

This contract shall commence on October 1, 2013 and unless terminated earlier, shall end on September 30, 2014.

3 SERVICES AND EQUIPMENT TO BE PROVIDED FIRE DEPARTMENT

Department shall operate a fire protection and fire fighting operation program for the geographic area of the community, and equipment must meet or exceed state equipment minimum requirements.

4. FIRE DEPARTMENT SHALL PROVIDE ANNUAL REPORT

On or before September 1, of each year, the Department shall file with the Liberty County Commissioners Court, an annual report that includes the following:

- (1) The Department's name;
- (2) The Department's mailing address;
- (3) The name, mailing address, telephone number and term of office for the Department's Fire Chief and Secretary;
- (4) A map of the Department's area for which the Department is the primary initial responder;
- (5) The number of the Emergency Services District, if any, in which the Department operates as the primary initial responder, if any;
- (6) The name of any city or town, if any, in which the Department's primary facility is located;
- (7) A copy of the Department's Annual Budget;
- (8) The total number of incidents, and the types thereof, to which the Department responded in the immediately preceding Budget Year, irrespective of whether funds or reimbursement for such response were sought from Liberty County.

5. METHOD OF PAYMENT

Liberty County Commissioners Court agrees with the following provisions and terms for county rural fire protection. Subject to approval and certification for payment by the County Fire Marshall, Liberty County Commissioners Court agrees to pay the Department for rural fire protection according to the following rate schedule:

(See Exhibit "A" which is attached hereto and incorporated herein for all purposes.)

Liberty County Commissioners Court agrees to pay for mutual aid assistance according to the rate schedule provided that the mutual aid department can prove that the primary fire department requested the assistance. Proof must be certified by the requesting Department's Fire Chief.

Reimbursement from Liberty County to the Department shall be on a monthly basis. The County shall reimburse the Department for runs and rural protection not within the geographical boundaries of the City of Liberty.

ALL FIRE REPORTS MUST BE COMPLETED AND TURNED INTO THE COUNTY FIRE MARSHAL FOR APPROVAL BY THE 15TH OF EACH MONTH. COMPLIANCE WITH THIS PROVISION MANDATORY FOR PROPER PAYMENT TO THE FIRE DEPARTMENT REQUESTING PAYMENT. FAILURE TO COMPLY MAY RESULT IN NON-REIMBURSEMENT.

6. TERMINATION

A. Either Party may terminate this contract, in whole or in part, at any time if Party determines that cause exists for such termination. The party requesting termination shall give written notice sixty (60) days prior to the date of termination. The notice shall state the reason for termination and the portion of the contract to be terminated.

B. County or Department may immediately suspend performance of this contract, without advance notice to the other Party, if either County or Department identifies possible instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in other Party's performance.

C. The suspension or termination of this contract by County or Department shall not relieve the County or Department of any of their existing liability to the other Party.

7. COMMITMENT OF CURRENT REVENUE

Pursuant to Article XI Section 5 of the Texas Constitution and Section 271.903 of the Local Government Code, the County retains the continuing right to terminate this contract at the expiration of each budget period. This contract is conditioned on the best efforts attempt of the County to obtain and appropriate funds within each budget period for the payment of the contract.

8 COMPLIANCE WITH LAW

The Department shall comply with all regulations applicable to volunteer fire departments as applicable and with all federal, state and local laws and regulations applicable to this contract. In the event of a conflict between such laws and regulations and the terms of this contract, precedence shall be given to the laws and regulations.

9 ENTIRE CONTRACT

This Contract incorporates all of the agreements, covenants and understandings between the Parties thereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Contract. No other prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Contract. Each party acknowledges that it was represented by competent counsel of its own choosing regarding the negotiation and execution of this Contract.

10. LIABILITY: NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, the parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement and any amendment hereto. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of any other party or any of the other party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss or damage that occurs as a consequence of the performance of this Agreement.

It is expressly understood and agreed that under this Agreement none of the parties waive, nor shall any party be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

11. Venue

The validity, interpretation and performance of this Contract shall be governed by the laws of the State of Texas. This Agreement is wholly performable and enforceable in Liberty County, Texas where venue of any dispute arising hereunder shall be.

Signed this the _____ day of _____, 2013 by Liberty City Manager.

Signed this the _____ day of _____, 2013 by Liberty County Judge.

Signed this the _____ day of _____, 2013 by Liberty County Fire Marshal

Liberty City Manager

Craig McNair, County Judge

Jim Wilson, County Fire Marshal

EXHIBIT "A"

INCIDENT TYPE	RATE
STRUCTURE	\$ 450.00
VEHICLE FIRES OR ACCIDENT	\$ 300.00
VEGETATION CROP FIRES	\$ 350.00
TRAFFIC CONTROL	\$ 200.00
LANDING ZONE	\$ 200.00
SEARCH AND RESCUE (per incident)	\$ 200.00