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 26, 2014 **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	☐	☐	☐	
Mayor Pro Tem 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

1. Information Item (ID # 3076)

New Police Dept. Facility Update

IV. 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. Resolution (ID # 3082)

Consider a Resolution Authorizing the City Manager to Enter into Agreements with the Texas Department of Transportation for Temporary Closure of Main Street During the 2014 Trinity Valley Fair & Exposition Parades.

- 2014 TVE Description (PDF)
- TVE Rd Closure Agreement Baby Parade 2014 (DOC)

- TVE Rd Closure Agreement Opening Day Parade 2014 (DOC)

V. REGULAR AGENDA

A. Regular Session

1. Work Session (ID # 3077)

Discussion of the proposed budget for Fiscal Year 2014-2015.

2. Public Hearing (ID # 3078)

Public Hearing on the proposed budget for Fiscal Year 2014-2015.

3. Council Action (ID # 3079)

Consider postponement of Final Vote on the Fiscal Year 2014-2015 Budget, until September 9, 2014.

4. Public Hearing (ID # 3080)

Public Hearing on the proposed tax rate for Fiscal Year 2014-2015.

5. Council Action (ID # 3081)

Consider approval of the purchase of a dump truck for the Water Department, from the Fixed Asset Fund.

- Dump Trk-Aug 2014 (PDF)

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 August, 2014 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 _____, 2014.

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

Meeting: 08/26/14 06:00 PM

Department: Administration
Category: Project Updates

INFORMATION ITEM (ID # 3076)

DOC ID: 3076

.

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

Meeting: 08/26/14 06:00 PM

Department: Administration
Category: Street Closure

RESOLUTION (ID # 3082)

DOC ID: 3082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING THAT THE TRINITY VALLEY FAIR & EXPOSITION, AND ITS RELATED EVENTS SERVE A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF LIBERTY, TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF STATE RIGHT-OF-WAY DURING TVE PARADES.

WHEREAS, on October 9 thru 18, 2014, the Trinity Valley Fair and Exposition (TVE) of Liberty County, Texas will sponsor, promote, and conduct it 106th annual event; and

WHEREAS, the TVE is an annual festival-type event offering a variety of entertainment and youth-oriented events in a family-oriented atmosphere for the citizens of Liberty and surrounding areas; and

WHEREAS, it is necessary to close certain street right-of-ways in the downtown area of the City of Liberty, Texas, during the TVE Baby Parade and TVE Opening Day Parade for the safety and convenience of those attending the event; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS:

Section 1. The City Council of the City of Liberty hereby finds that the TVE serves a public purpose.

Section 2. The City Council of the City of Liberty hereby authorizes the City of Liberty to enter into an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2014 TVE Baby Parade on October 11, 2014 and the Opening Day Parade on October 15, 2014.

Section 3. The City Council of the City of Liberty hereby further consents to and authorizes its City Manager to negotiate and execute an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2014 TVE Parades.

PASSED, APPROVED, AND RESOLVED this 26th day of August, 2014.

_____
Carl Pickett, Mayor
City of Liberty, Texas

ATTEST:

_____
Dianne Tidwell, City Secretary

Attachment: 2014 TVE Description (3082 : TVE Parades-Street Closure)

EXHIBIT "A"

106th ANNUAL TRINITY VALLEY FAIR & EXPOSITION
OCTOBER 9 – 18, 2014

The Trinity Valley Exposition is a 501(c)3 non-profit corporation dedicated to the youth of Liberty and Chambers Counties. Through scholarships and many activities throughout the year, TVE supports the dedicated kids who participate in any of the events. This year, from October 9th – October 18th, TVE will hold its 106th Livestock Show and Rodeo. Activities include our bi-county youth livestock show, professional rodeo, carnival, parades, and other events. Citizens from all over the State of Texas visit this event.

On Saturday, October 11, 2014, TVE will hold its annual Baby Parade; the oldest running baby parade in the nation.

On Wednesday, October 15, 2014, TVE will hold its Annual Opening Day Parade. This event kicks off the weekend of the actual rodeo.

The City of Liberty requests approval for closure of Loop 227, between Jefferson Drive and Sam Houston Street, beginning at approximately 9:00 a.m. until Noon on Saturday, October 11, 2014 and Wednesday, October 15, 2014.

Texas Department of Transportation
Form 2045 (8/2001)
(GSD-EPC)
Page 1 of 6

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Agreement for the Temporary Closure of State Right of Way

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of **Liberty** , a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Loop 227** , in **Liberty** County; and

WHEREAS, the City has requested the temporary closure of **Loop 227 between Jefferson Drive and Sam Houston Street** , For the purposes of **TVE Baby Parade** , as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **26th** day of **August** **2014** the **Liberty** City Council passed Resolution/Ordinance No. _____ , attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TVE Rd Closure Agreement Baby Parade 2014 (3082 : TVE Parades-Street Closure)

WHEREAS, 43 Texas Administrative Code, § 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, § 22.12;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times; approximate number of people attending the Event; and equipment involved, shall be attached hereto and identified as “Exhibit C”.

3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signing plans; traffic enforcement plans; and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

Attachment: TVE Rd Closure Agreement Baby Parade 2014 (3082 : TVE Parades-Street Closure)

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practical, restore the natural environment, including landscape features.

4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

5. TERMINATION

A. This agreement may be terminated by any of the following condition:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that uses of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligation as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

Attachment: TVE Rd Closure Agreement Baby Parade 2014 (3082 : TVE Parades-Street Closure)

B. The termination of this agreement shall extinguish all rights, duties, obligation and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein; the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

6. DISPUTES

Should disputes arise as to the party's responsibilities or additional work under this agreement, the State's decision shall be final and binding.

7. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent ace of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, their officers, employees, agents or contractors.

8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right of way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. Additionally, the City shall include the State as an additional insured under its self-insurance policy.

Attachment: TVE Rd Closure Agreement Baby Parade 2014 (3082 : TVE Parades-Street Closure)

9. AMENDMENTS

Any changes in the time frame, character, and agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. main, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

209 Layl Drive
Liberty, TX. 77575
ATTN: Omar De Leon P.E., Area Engineer

City:

City of Liberty - Gary Broz, City Manager
1829 Sam Houston
Liberty, TX 77575

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Attachment: TVE Rd Closure Agreement Baby Parade 2014 (3082 : TVE Parades-Street Closure)

13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF **Liberty** , TEXAS

August 27, 2014
Date

Gary Broz
Name of Requestor

City Manager
Title

Signature

(936) **336 - 3684**
Area Code Telephone Number

1829 Sam Houston
Address

Liberty **TX** **77575**
City, State Zip

ATTEST:
BY: _____
City Secretary

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Tucker Ferguson.P.E.
Typed, Printed or Stamped Name of District Engineer

Beaumont
District

Signature of District Engineer

By TxDOT Representative

Omar De Leon P.E., Area Engineer
Name and Title of TxDOT Representative

Date

209 Layl Drive
Address

Liberty **TX** **77575**
City, State Zip

(936) **336 - 2244**
Area Code Telephone Number

Attachment: TVE Rd Closure Agreement Baby Parade 2014 (3082 : TVE Parades-Street Closure)

Texas Department of Transportation
Form 2045 (8/2001)
(GSD-EPC)
Page 1 of 6

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Agreement for the Temporary Closure of State Right of Way

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of **Liberty** , a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Loop 227** , in **Liberty** County; and

WHEREAS, the City has requested the temporary closure of **Loop 227 between Jefferson Drive and Sam Houston Street** , For the purposes of **TVE Opening Day Parade** , as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **26th** day of **August** **2014** the **Liberty** City Council passed Resolution/Ordinance No. _____ , attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TVE Rd Closure Agreement Opening Day Parade 2014 (3082 : TVE Parades-Street Closure)

WHEREAS, 43 Texas Administrative Code, § 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, § 22.12;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times; approximate number of people attending the Event; and equipment involved, shall be attached hereto and identified as “Exhibit C”.

3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signing plans; traffic enforcement plans; and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

Attachment: TVE Rd Closure Agreement Opening Day Parade 2014 (3082 : TVE Parades-Street Closure)

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practical, restore the natural environment, including landscape features.

4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

5. TERMINATION

A. This agreement may be terminated by any of the following condition:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that uses of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligation as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

Attachment: TVE Rd Closure Agreement Opening Day Parade 2014 (3082 : TVE Parades-Street Closure)

B. The termination of this agreement shall extinguish all rights, duties, obligation and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein; the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

6. DISPUTES

Should disputes arise as to the party's responsibilities or additional work under this agreement, the State's decision shall be final and binding.

7. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent ace of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, their officers, employees, agents or contractors.

8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right of way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. Additionally, the City shall include the State as an additional insured under its self-insurance policy.

Attachment: TVE Rd Closure Agreement Opening Day Parade 2014 (3082 : TVE Parades-Street Closure)

9. AMENDMENTS

Any changes in the time frame, character, and agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. main, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

209 Layl Drive
Liberty, TX. 77575
ATTN: Omar De Leon P.E., Area Engineer

City:

City of Liberty, Gary Broz City Manager
1829 Sam Houston
Liberty, TX 77575

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Attachment: TVE Rd Closure Agreement Opening Day Parade 2014 (3082 : TVE Parades-Street Closure)

13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF **Liberty** , TEXAS

August 27, 2014
Date

Gary Broz
Name of Requestor

City Manager
Title

Signature

(936) **336 - 3684**
Area Code Telephone Number

1829 Sam Houston
Address

Liberty **TX** **77575**
City, State Zip

ATTEST:
BY: _____
City Secretary

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Tucker Ferguson, P.E.
Typed, Printed or Stamped Name of District Engineer

Beaumont
District

Signature of District Engineer

By TxDOT Representative

Omar De Leon P.E., AreaEngineer
Name and Title of TxDOT Representative

Date

209 Layl Drive
Address

Liberty **TX** **77575**
City, State Zip

(936) **336 - 2244**
Area Code Telephone Number

Attachment: TVE Rd Closure Agreement Opening Day Parade 2014 (3082 : TVE Parades-Street Closure)

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

Meeting: 08/26/14 06:00 PM

Department: Administration
Category: Budget

WORK SESSION (ID # 3077)

DOC ID: 3077

.

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

Meeting: 08/26/14 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 3078)

DOC ID: 3078

EXPLANATION:
This public hearing is held in accordance with requirements of the Texas Local Government Code. Anyone wishing to speak FOR or AGAINST the proposed FY 2014-2015 Annual Budget is invited to attend the public hearing and voice their concerns.

.

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

Meeting: 08/26/14 06:00 PM

Department: Administration
Category: Budget Issues

COUNCIL ACTION (ID # 3079)

DOC ID: 3079

EXPLANATION:
At the conclusion of the public hearing, the City Council shall take action on the proposed budget (LGC §102.007). If the budget is not adopted at the same meeting as the public hearing, the Council must take action to postpone adoption until a later date. The recommended date is September 9. City Charter requires adoption of the budget 15 days prior to the beginning of the new fiscal year.

.

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

Meeting: 08/26/14 06:00 PM

Department: Administration
Category: Tax Rate

PUBLIC HEARING (ID # 3080)

DOC ID: 3080

EXPLANATION:
A taxing unit must hold two public hearings and publish a newspaper ad before adopting a tax rate that exceeds the rollback rate or the effective tax rate, whichever is lower. Individual taxes may increase or decrease depending on the change in taxable valuable of your property. The proposed tax rate is $.5900, the same as the previous fiscal year.

The second public hearing on the tax rate will be held on Tuesday, September 2nd.

.

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

Meeting: 08/26/14 06:00 PM

Department: Administration
Category: Vehicle Purchases

COUNCIL ACTION (ID # 3081)

DOC ID: 3081

.

Attachment: Dump Trk-Aug 2014 (3081 : Dump Trk-Water Dept.)

CITY OF LIBERTY

City Council
Agenda Item Form

Agenda Item No. V.A.5
Agenda Wording: Consider approval of the purchase of a dump truck for the Water Department, from the Fixed Asset Fund.
Department: Water
Subject: Purchase of a 2015 Ford F750
Background: This purchase is to replace a well- used dump truck that is in need of major repairs. No local vendor can quote a truck this size.
Fiscal Impact: Purchase price is $79,965 and will be paid from the Fixed Asset Fund.
Staff Recommendation: Approve the purchase of this vehicle through the H-GAC Cooperative Purchasing Program.
Purpose: To replace equipment that is unreliable and no longer cost effective to maintain.

Attachment: Dump Trk-Aug 2014 (3081 : Dump Trk-Water Dept.)

CONTRACT PRICING WORKSHEET

for MOTOR VEHICLES In The State Of Texas

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC fee shall be calculated and shown as a separate line item.

Buying Agency:	CITY OF LIBERTY	**Contractor:**	Chastang's Bayou City Ford
Contact Person:	ROGER DREWS	**Prepared By:**	Ed Miller
Phone/Fax:	936-336-9008	**Phone/Fax:**	713-678-5007 / 713-678-5001
Location City, State:	LIBERTY TX	**Contract No.:**	HT 11-09
Date:	3/12/2014	**Product Code:**	C-4
Product Description:	**2015 FORD F750**		

A. Item Base Unit Price Per H-GAC Contract: **A:** 45,478

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
682A	XLT PKG	995	43C	12,000 LB FRONT AXLE	425
99E	CUMMINS 280 HP	2795	61D	12,000 LB FRONT SPRINGS	150
963	SYNTHETIC TRANS OIL	199	67C	AIR BRAKES	1095
55M	JUMP START STUD	25	62D	AIR DRYER	375
68X	ULTIMATE WORK TRK PKG	1795	44H	ALLISON 3000 TRANSMISSION	3995
54C	STAINLESS CONVEX MIRRORS	45	94B	ALLISON PROGRAMMING	1295
76B	TOW HOOKS	65	17M	BACKUP ALARM	95
FP2	FRAME PREP FOR BODY INSTALL	475	D10U8M	6-8 YARD DUMP	6789
d.5	FULL LENGTH SUBFRAME MOUN	275	d.1	1/2 CAB PROTECTOR	225
58D	SPECIAL WIRING HARNESS	325	D.5	HOTSHIFT PTO FOR AUTO	1075
UDK1	UNDECKING CHARGE X 2	550		**Subtotal From Additional Sheet(s):**	
				Subtotal B:	23,063

Note: Published Options are options submitted with the contractor's bid.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
65V	65 GAL FUEL TANK	250	PDI	SHIP THRU PREDELIVERY	275
643	22.5X8.25 FRONT WHEELS	24	663	22.5X8.25 REAR WHEELS	49
53J	37,000 LB GVWR FRAME RAILS	732	WAR1	UPGRADE TO WARREN DUMP	6563
TARP	ELECTRIC TARP	1075		**Subtotal From Additional Sheet(s):**	
				Subtotal C:	8,968
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:					13%

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

FLR1	FLOOR PLAN INTEREST during upfit	376
FLR2	30 DAY FLOOR PLAN FROM TIME OF DELIVERY	330
FRT	FREIGHT FROM BODY CO	750
	Subtotal D:	1,456

E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)		78,965
Quantity Ordered	**X**	1
	Subtotal E:	78,965
F. H-GAC Fee Calculation (From Current Fee Tables)	**Subtotal F:**	1000

G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)

Subtotal G:	-

H. **Total Purchase Price (E+F+G):** 79,965

(Please Type, or Print Legibly) **Estimated Delivery Date:** 7/31/2014