



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, January 22, 2019

6:30 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	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor Pro Tem Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	
Councilperson Chipper Smith	☐	☐	☐	

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 # 4351)

Presentation to Former Council Member Paul Glazener

2. Information Item (ID # 4352)

City Manager's Report - Projects & Activities - City Mgr. - T. Warner

- City Manager's Report January 22 2019 (DOCX)

3. Information Item (ID # 4353)

Finance Report - Finance Director N. Herrington

4. Information Item (ID # 4354)

Mayor, Council and Staff Comments

IV. REGULAR AGENDA

A. Regular Session

1. Resolution (ID # 4355)

Consider approval, upon second reading, of a Resolution approving a Liberty Community Development Corporation grant to PLC Construction.

- PLC Performance Agreement (DOCX)

2. Resolution (ID # 4356)

Consider approval, upon second reading, of a Resolution approving the Liberty Community Development Corporation Levee Repair Project.

3. Resolution (ID # 4357)

Consider approval, upon second reading, of a Resolution approving the Liberty Community Development Corporation's purchase of a tractor and mower for the Park.

4. Council Action (ID # 4358)

Consider an Interlocal Agreement with the City of Dayton for cooperative governmental functions to include machinery, equipment, materials and related employees when needed.

- COD Interlocal with COL (DOCX)

5. Council Action (ID # 4360)

Consider the nomination of two (2) individuals to the Liberty County Early Voting Ballot Board for the May 4, 2019 Elections.

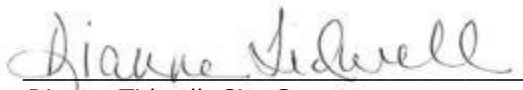
6. Council Action (ID # 4361)

Discussion and possible action, if any, on the Liberty Jubilee.

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 5th day of January, 2019 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 _____, 2019.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.2

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Project Updates

INFORMATION ITEM (ID # 4352)

DOC ID: 4352 A

Memo

To: Mayor & City Council

From: Tom Warner, City Manager

Date: January 22, 2019

Re: City Manager Report

-
1. On December 27th four poles on Liberty Feeders 3/4, parallel to FM 3361, broke off at ground level. Although we are not sure of the exact cause, the wet ground conditions and high winds probably caused one of the poles to break. The remaining poles fell as the result of a cascading effect. The City's contractor and employees with the Electric and Street Department, working under harsh conditions, completed the replacement of the poles and repaired the lines on January 14, 2019.
 2. The Water Department will be repairing a leaking fire hydrant in Travis Park Subdivision on Tuesday, January 22nd. The subdivision will be without water service for several hours until repairs are complete.
 3. On December 31, 2018, the switch at the Service Center for the telephones and computers went out. The switch was replaced on January 7, 2019.
 4. The December Financial Reports were sent to City Council on January 18, 2019. The Finance Director will be at the January 22, 2019, City Council Meeting to provide a summary of the reports and answer any of your questions.
 5. The contracted work on Main A is considered substantially complete. However, the removal of the coffer dam sheet piling and replacement of the barrier wall on top of the levee cannot be completed until the river water level recedes.
 6. The wastewater project is also progressing but has also been slowed due to the weather. The contractor has halted the micro-tunneling for the sewer line on Hwy 90, is continuing refurbish the McGuire lift station, install the remaining manholes and install the sewer line behind the middle and high schools.
 7. The property for the water well, tower pump station and ground storage tank has been acquired. The environmental assessment is currently underway and should be completed in February. The engineer for the project is continuing the design for the various elements.
 8. The Holly Street storm sewer plans are anticipated to be completed by the end of January. The project will be let for bidding the first part of February.

Attachment: City Manager's Report January 22 2019 (4352 : City Manager's Report)

9. Electric Projects:

- a. Work in the Regency and Travis Park Subdivisions has been suspended due to the wet conditions. Work will resume when weather and ground conditions improve.
- b. The contractor has started work in the Featherstone Addition and has started the upgrades in the Whittington Subdivision.

10. The City Manager attended the Men's Golf Association meeting on January 17, 2019. After the business meeting there were comments received regarding golf fees, the clubhouse and promotion of the golf course. Several members indicated they would be attending the January 22nd City Council Meeting.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.3

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Financial Reports

INFORMATION ITEM (ID # 4353)

DOC ID: 4353

Subject: Finance Report

Background: This agenda item affords the Finance Director an opportunity to report on the financial activities and position of the City, to include revenues, liabilities, assets, and other financial information.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.4

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4354)

DOC ID: 4354

Subject: Mayor, Council and Staff Comments

Background: This agenda item relates to expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary recognitions of City officials, employees or other citizens; reminders about upcoming events organized or sponsored by the City or other entity, that is scheduled to be attended by City officials or employees, inquiry of staff regarding specific factual information or existing policies.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.1

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Grant Issues

RESOLUTION (ID # 4355)

DOC ID: 4355 A

Subject: Sanitary sewer line extension on Hwy 146 North

Background: The City's sanitary sewer system ends on Hwy 146 North just south of Feather Trace Drive. Two local businesses have contacted the City to determine if sanitary sewer service could be provided to their property and if so, the estimated cost. The City's engineer, HR Green, has reviewed the request and determined that service could be provided to their properties at an estimated cost of \$464,200, which includes engineering fees. Approximately 2,000 feet of the estimated 3,000 feet sanitary sewer line extension would most likely not serve the adjacent properties. The remaining half would extend across the front of the properties owned by the two businesses. One of the businesses, PLC Construction, has begun construction of a new building. PLC has agreed to participate in the cost to extend the line to the north side of their property. The estimated cost to PLC would be \$84,200. Although the second business has not confirmed their intentions to participate at this time, a line extension ordinance has been prepared and is anticipated to be approved by City Council in January 2019. The line extension policy would require an entity who wishes to tap into a line extension, pay their pro rata share for the line extension. In this instance, the cost would be approximately \$80,000 for the second business to tap into the sanitary sewer line.

Fiscal Impact: The cost to LCDC for the installation of approximately 1,935 feet of sanitary sewer line is estimated at \$300,000.

A Resolution by the City Council of Liberty, Texas; Said Resolution Authorizing an Award and Disbursement of Liberty Community Development Corporation Funds for an Economic Development Grant to PLC Construction, Inc.

WHEREAS, The City Council of Liberty, Texas has carefully reviewed the economic development request from PLC Construction, Inc. (hereinafter referred to as the Grant Recipient); and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the attached Grant Agreement, by and between the Liberty Community Development Corporation (hereinafter referred to as the LCDC) and the Grant Recipient, shall control performance levels associated with this grant; and

WHEREAS, said Grant Agreement is hereby attached, incorporated into and made a permanent portion of this Resolution; and

WHEREAS, the LCDC Board of Directors has reviewed the subject grant request and has approved same; and

WHEREAS, the LCDC Board of Directors now requests final adoption and authorization by the Liberty City Council; and

WHEREAS, the dollar amount of this grant award shall be approximately Three Hundred Eighty Thousand Dollars and No Cents (\$380,000.00); said amount being funded by the LCDC; and

WHEREAS, the subject Resolution, shall be adopted subsequent to two (2) public readings of said Resolution before the Liberty City Council.

NOW, THEREFORE, Be It Resolved by the City Council of Liberty, Texas that:

- (1) This Resolution has been read aloud at a meeting of the Liberty City Council on two separate occasions prior to passage.
- (2) The Liberty City Council hereby authorizes the LCDC to award an economic development grant funding the installation of sanitary sewer service to the Grant Recipient's property in the approximate amount of Three Hundred Eighty Thousand Dollars and No Cents (\$380,000.00) to the Grant Recipient.
- (3) The Grant Agreement, herein attached, shall control performance levels associated with the subject grant.
- (4) The Executive Director of the LCDC shall secure the timely and appropriate execution of the Grant Agreement and shall deliver a fully executed original document to the City of Liberty's Director of Finance.
- (5) Upon receipt of the fully executed original document, the City's Director of Finance is hereby authorized and instructed to produce and deliver the appropriate grant payment to the Grant Recipient.
- (6) A sixty (60) day waiting period for payments against this grant is hereby established with said waiting period to commence upon the date of the LCDC's first public hearing.

PASSED AND APPROVED, this the _____ day of _____.

CITY OF LIBERTY, TEXAS

Resolution (ID # 4355)
Page 3

City Council Meeting

January 22, 2019

Carl Pickett, Mayor

ATTEST:

City Secretary

GRANT AGREEMENT FOR BUSINESS AND COMMERCIAL DEVELOPMENT

This Agreement is made by and between the Liberty Community Development Corporation (sometimes hereinafter referred to as LCDC), a nonprofit corporation organized under the authority of the Development Corporation Act and the Texas Constitution, Article III, Section 51-a, acting by and through its duly constituted board of directors, and PLC Construction, Inc. (sometimes hereinafter referred to as “PLC”).

LCDC has as its primary purpose the creation of programs and the making of loans and grants of public money for development and diversification of the economy of the City of Liberty, Texas. Among its specific purposes are to undertake projects for developing facilities to promote new business development and commercial and business related improvements.

PLC owns acreage located on Highway 146 North inside the City of Liberty, Texas (the “Property”). PLC currently owns and operates a construction and engineering company inside the City of Liberty. PLC plans on building a new facility with offices and a warehouse on the Property. Upon reaching maximum capacity PLC should employ a minimum of 40 employees. This project (“the Project”) is one of significant economic consequence to the City of Liberty, with the expectation of its being an event of causative effect with regard to the generation of additional job opportunities and economic growth within the City.

The Property does not currently have access to the City’s sewer system. In order to build the new facility a sewer line will have to be extended approximately 3,000 feet to the Property. It is anticipated that this sewer line extension to the northern boundary of the PLC property will cost roughly \$464,200.00. According to the City of Liberty’s ordinances the developer would typically be responsible for paying to have the utility line extended to and across their property.

Therefore, PLC would be responsible for paying the full price to extend the sewer line from its current location to PLC's northern property border.

In exchange for various considerations outlined below, the LCDC, pursuant to its authority and in pursuit of its goals, is willing to pay for the installation of said sewer line to the southern boundary of PLC's property. Therefore, LCDC shall pay approximately \$380,000.00 of the total \$464,200 estimated cost to run the sewer line. PLC agrees to pay \$84,200 for the cost to extend the sewer line from the southern boundary of PLC's property to the northern boundary of PLC's property.

PLC, in consideration of LCDC's grant, promises to undertake and complete the Project subject to the following terms:

- 1) PLC shall obtain a building permit from the City of Liberty for the construction of an office and warehouse facility.
- 2) PLC shall pay the City of Liberty for the cost of extending the sewer line from the southern boundary of PLC's property to the northern boundary of PLC's property.
- 3) After PLC has obtained its building permit for construction of the office and warehouse facility on the Property and paid the City of Liberty \$84,200.00, for the cost of extending the sewer line to PLC's northern boundary, the Liberty Community Development Corporation agrees to pay the City of Liberty approximately \$380,000.00 for the cost to install the sewer line from its current location to the southern boundary of PLC's property. The City of Liberty will then extend the sewer line to the northern boundary of PLC's property. PLC understands and acknowledges that the LCDC, in conjunction with the City of Liberty, shall install the sewer line in whatever fashion the entities deem appropriate.

4) Should any other future property owner connect to that portion of the extended sewer line PLC acknowledges that the LCDC shall receive the line extension fee from said future customer instead of PLC.

Moreover, funding of the grant shall be conditioned on the occurrences of the following matters.

1. The City Council of the City of Liberty shall have timely approved the project, including the grant.
2. LCDC shall have successfully completed all procedural legal requirements to be authorized to make the grant, at least one of which being not in the control of LCDC, i.e.: the possibility of an election in which an objection to the grant is approved by the public; however the LCDC does not guarantee and shall not be liable for damages in the event the legal procedural requirements are not successfully completed for whatever reason.
3. PLC shall be able to evidence ownership of the real estate and premises.
4. PLC shall have three (3) years from the date of this agreement to construct a new office and warehouse facility on the Property that is at least 20,000 square feet in size.

None of the grant funds shall be used for any purpose whatsoever except the above referenced Project, which must be located within the city limits of the City of Liberty on the site described hereinabove.

PLC further agrees that after the LCDC has expended the grant funds on the Project any one of the following events shall be a breach of this Agreement and shall obligate it to immediately reimburse the LCDC \$380,000:

A) Any obligation stated in this agreement is not performed or is violated by PLC.

B) The Project is not completed, completion being described hereinabove.

C) The grant is found to be void or voidable for whatever reason, either by court decree or order or settlement of a claim related thereto which LCDC in its sole discretion or judgment, chooses to enter.

Should PLC breach this agreement, PLC shall be liable to the LCDC for any and all damages allowed by law, including but not limited to attorney's fees.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

This Agreement shall be construed and governed by the laws of the State of Texas, and shall be performable in Liberty County, Texas.

This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between parties shall be null and void.

This Agreement may be executed in multiple counterparts.

Signed this ____ day of _____, 2019.

LIBERTY COMMUNITY
DEVELOPMENT CORPORATION

By: _____
Dennis Beasley, President

PLC CONSTRUCTION, INC.

By: _____
Eddie Presnull

THE STATE OF TEXAS
COUNTY OF LIBERTY

This instrument was acknowledged before me on this ____ day of _____, 20____,
by _____.

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF LIBERTY

This instrument was acknowledged before me on this ____ day of _____, 20____,
by _____.

Notary Public, State of Texas

Attachment: PLC Performance Agreement (4355 : Grant-PLC Construction)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.2

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Miscellaneous Issues

RESOLUTION (ID # 4356)

DOC ID: 4356 A

Subject: Main B Levee Repairs

Background: The north side of the Main B Levee experienced minor slope failures during Hurricane Harvey from Bowie Street to the west approximately 400 feet. When the project was first presented to FEMA the estimated cost of construction was \$120,000. Since this is considered a large project by FEMA, the City is required to prepare bid documents (plans and specifications). The bid documents were recently completed, and the engineer's opinion of probable cost is \$221,000 with a 15% contingency of \$28,830. FEMA has authorized a payment to the City in the amount of \$119,377. The estimated cost to complete construction and pay the engineers is \$193,362.68. Although FEMA has indicated the remaining cost to construct the project and engineer's fees will be paid by FEMA at completion of construction, interim funding will be required. Additionally, a ten (10) percent match will be required in accordance with FEMA guidelines.

Fiscal Impact: LCDC will provide interim funding in the amount of \$193,362.68 and be responsible for the 10% match or \$31,274.

A Resolution by the City Council of Liberty, Texas; Said Resolution Authorizing an Award and Disbursement of Liberty Community Development Corporation Funds for Repairs to the Main B Levee

WHEREAS, The City Council of Liberty, Texas has carefully reviewed the proposed Main B Levee repair project; and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the LCDC Board of Directors has reviewed the subject Levee Repair Project and has approved same; and

WHEREAS, the LCDC Board of Directors now requests final adoption and authorization by the Liberty City Council; and

WHEREAS, the north side of the Main B Levee experienced minor slope failures during Hurricane Harvey from Bowie Street to the west approximately four hundred (400) feet; and

WHEREAS, the Main B Levee Repair project would repair the slope failures; and

WHEREAS, the initial dollar amount of this project shall be approximately One Hundred Ninety-Three Thousand Three Hundred Sixty-Two Dollars and 68 Cents (\$193,362.68); said amount being funded by the LCDC; and

WHEREAS, FEMA may reimburse the LCDC for most of this expense, with the LCDC then only being responsible for a 10% match of the grant funds in the amount of \$31,274.00; and

WHEREAS, the subject Resolution, shall be adopted subsequent to two (2) public readings of said Resolution before the Liberty City Council.

NOW, THEREFORE, Be It Resolved by the City Council of Liberty, Texas that:

- (1) This Resolution has been read aloud at a meeting of the Liberty City Council on two separate occasions prior to passage.
- (2) The Liberty City Council hereby authorizes the LCDC to fund the Main B Levee repair project in the amount of approximately One Hundred Ninety-Three Thousand Three Hundred Sixty-Two Dollars and 68 cents (\$193,362.68) with the understanding that FEMA may reimburse the LCDC for a portion of the project costs.
- (3) The City's Director of Finance is hereby authorized and instructed to produce and deliver the appropriate payments for the project.
- (4) A sixty (60) day waiting period for payments against this project is hereby established with said waiting period to commence upon the date of the LCDC's first public hearing.

PASSED AND APPROVED, this the _____ day of _____.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.3

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Miscellaneous Expenditures

RESOLUTION (ID # 4357)

DOC ID: 4357 A

Subject: Tractor and Slope Mower

Background: The Liberty Municipal Park has drainage ditches they are unable to maintained due to the depth and width of the ditch. Currently, the City does not have a tractor with mower capable of removing vegetation along the slope of the ditches. A quote has been received for a tractor and slope mower capable of mowing the ditches at the Park. The cost of the tractor and mower is \$155,447.40. The FY 2020 Street Department budget includes \$31,000 for the purchase of a tractor and tail mower. It is proposed that The Street Department and LCDC fund \$31,717 and \$123,730.40, respectively, toward the purchase of the tractor and slope mower.

Fiscal Impact: The LCDC would fund \$123,730.40 toward the purchase of the tractor and slope mower.

A Resolution by the City Council of Liberty, Texas; Said Resolution Authorizing an Award and Disbursement of Liberty Community Development Corporation Funds for the Purchase of a Tractor and Slope Mower for use at the Liberty Municipal Park

WHEREAS, The City Council of Liberty, Texas has carefully reviewed the proposed tractor and slope mower project; and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the LCDC Board of Directors has reviewed the subject Tractor and Slope Mower Project and has approved same; and

WHEREAS, the LCDC Board of Directors now requests final adoption and authorization by the Liberty City Council; and

WHEREAS, the Liberty Municipal Park has drainage ditches they are unable to maintain due to the depth and width of the ditch; and

WHEREAS, the purchase of a tractor and slope mower would enable the city to maintain said ditches at its parks; and

WHEREAS, the cost of a tractor and slope mower is \$155,447.40; and

WHEREAS, the City's Street Department is contributing \$31,717.00 towards the purchase of the tractor and slope mower; and

WHEREAS, the LCDC would then need to fund \$123,730.40 towards the purchase of the tractor and slope mower; and

WHEREAS, the subject Resolution, shall be adopted subsequent to two (2) public readings of said Resolution before the Liberty City Council.

NOW, THEREFORE, Be It Resolved by the City Council of Liberty, Texas that:

- (1) This Resolution has been read aloud at a meeting of the Liberty City Council on two separate occasions prior to passage.
- (2) The Liberty City Council hereby authorizes the LCDC to contribute \$123,730.40 to help fund the purchase of a tractor and slope mower for use at the City's parks.
- (3) The City's Director of Finance is hereby authorized and instructed to produce and deliver the appropriate payments for the project.
- (4) A sixty (60) day waiting period for payments against this project is hereby established with said waiting period to commence upon the date of the LCDC's first public hearing.

PASSED AND APPROVED, this the _____ day of _____.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.4

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 4358)

DOC ID: 4358

Subject: Interlocal Agreement with the City of Dayton

Background: On occasions, the cities of Dayton and Liberty have assisted each other by supplying materials and/or equipment with operators during critical situations. Sanitary sewer and waterlines requires specific clamps depending upon the outside diameter of the pipe. Due to the numerous sizes of pipes in the City's systems, we may not always have the correct size clamp. Additionally, vendors may not have the proper sized clamp readily available. Also, each city has pieces of equipment the other city does not have, such as a sanitary sewer vacuum truck, sanitary and storm sewer camera and a street paving machine. The interlocal agreement will formalize the terms and conditions when the cities will use each other resources.

Fiscal Impact: NA

Staff Recommendation: Staff recommends approval of the Interlocal Agreement between the cities of Liberty & Dayton.

INTERLOCAL AGREEMENT

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

RECITALS

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

WHEREAS, Dayton's and Liberty's City Councils recognize that it is beneficial to both cities for them to have access to the other city's machinery, equipment, materials and employees when needed; and

WHEREAS, both Liberty and Dayton provide similar services to their communities; and

WHEREAS, the cities could occasionally benefit from receiving help and support from their neighboring city; and

WHEREAS, both cities agree to periodically provide each other with various machinery, equipment, materials and employees on an as needed basis; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of equipment; and

NOW, THEREFORE, the City of Dayton and the City of Liberty in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the cities, promise and agree as follows if their work schedules permit:

AGREEMENT

1.

Both the City of Liberty and the City of Dayton agree to periodically provide each other with various machinery, equipment, materials and employees on an as needed basis dependent upon availability.

2.

The term of this Agreement is for a period beginning on _____, and lasting indefinitely.

3.

The Liberty City Manager and the Dayton City Manager shall plan, schedule and agree in advance as to the scope of any project and the equal value consideration to be provided for all mutual sharing projects before any such projects commence.

4.

The parties understand that agreements for mutual sharing may be limited by budgetary restrictions, availability, and manpower. Notwithstanding any provisions herein, this interlocal agreement is expressly contingent upon the availability of funding, equipment, and manpower for each item and obligation contained herein.

5.

This Agreement may be terminated by either party hereto with or without cause upon 30 days written notice.

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

6.

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

7.

Liberty and Dayton, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will Contractor

permit its agents, employees, subcontractors or program participants to engage in such discrimination.

8.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

9.

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

10.

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

11.

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

12.

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

13.

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

14.

Notices to Liberty shall be deemed given when delivered in person to the City Manager, or the next business day after the mailing of said notice addressed to said City

by United States mail, certified or registered mail, return receipt requested, and postage paid at 1829 Sam Houston St., Liberty, TX 77575.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement to multiples in Liberty County, Texas, this ____ day of _____, A.D. 2019.

ATTEST:

CITY OF DAYTON

City Secretary

Jeff Lambright
Mayor, City of Dayton

ATTEST:

CITY OF LIBERTY

City Secretary

Carl Pickett
Mayor, City of Liberty

Attachment: COD Interlocal with COL (4358 : Interlocal Agreement-Dayton)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.5

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Election Issues

COUNCIL ACTION (ID # 4360)

DOC ID: 4360

Subject: Nominations to Early Voting Ballot Board

Background: The Early Voting Ballot Board generally meets twice during an election. First, the Board meets to qualify ballots by mail on election day or after the 1st day to vote early by personal appearance.

Second, the Board meets after election day to review any provisional ballots and to qualify any mail-in ballots received by the 5th day after the election from voters casting a ballot outside the country.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.6

Meeting: 01/22/19 06:30 PM

Department: Administration
Category: Jubilee

COUNCIL ACTION (ID # 4361)

DOC ID: 4361

Subject: Liberty Jubilee

Background: The 2019 Liberty Jubilee will be the City's 34th Annual Event. This agenda item affords Council and Staff to discuss various aspects of the current, and future, festival.