



The City of Liberty
City Council
Regular Meeting
~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, March 11, 2008

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

6:00 PM Meeting called to order on March 11, 2008 at City Council Chambers, 1829 Sam Houston, Liberty, TX.

Attendee Name	Present	Absent	Late	Arrival
Mayor Carl Pickett	..	..	..	
Councilperson Dennis Beasley	..	..	..	
Councilperson Diane Huddleston	..	..	..	
Councilperson Mike McCarty	..	..	..	
Councilperson Charles McGuire	..	..	..	
Councilperson Al Simonson	..	..	..	
Councilperson Louie Potetz	..	..	..	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Put your public wording here.

V. PRESENTATIONS / REPORTS

1. Fire Department Grant Activities
 - Attachment #1 - Grant Information (DOC)
2. Wastewater Overflows

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. Minutes Approval

1. Tuesday, February 12, 2008

VII. REGULAR AGENDA**A. Regular Agenda Items****1. Resolution 2008-1**

Consider a Resolution Approving a Variance Request to Place a Structure in a Designated Floodway in the South Liberty Oilfield.

- Attachment #2 - Planning Commission Certification Maynard (PDF)
- Attachment #3 - Variance Request (TXT)
- Attachment #4 - PHOTO 1 (JPG)
- Attachment #5 - PHOTO 2 (JPG)
- Attachment #6 - PHOTO 3 (JPG)
- Attachment #7 - PHOTO 4 (JPG)
- Attachment #8 - PHOTO 5 (JPG)
- Attachment #9 - PHOTO 6 (JPG)
- Attachment #10 - PHOTO 7 (JPG)
- Attachment #11 - PHOTO 8 (JPG)

2. Ordinance 2008-3

Consider Adoption of an Ordinance Amending Ordinance No. 2008-1 Ordering a General Election to be Held in the City of Liberty on Saturday, May 10, 2008.

3. Resolution 2008-8

Consider Approval of Proposals for Bank Depository Services for the City of Liberty.

- Attachment #12 - City Bank Depository Proposal 2008 (PDF)

4. Resolution 2008-9

Consider a Resolution Authorizing the City Manager to Enter Into an Agreement with the Texas Department of Transportation for the Temporary Closure of Main Street During the 2008 Liberty Jubilee.

- Attachment #13 - Agreement TxDOT Road Closure (PDF)

5. Resolution 2008-10

Consider Approval of a Lawn Maintenance Contract with ABS Lawn Care for the City Hall and Liberty Municipal Library Grounds.

FISCAL IMPACT:

These are budgeted building maintenance items and have already been included in the budget.

VIII. COUNCIL MEAL**IX. 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 6th day of March, 2008 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 given to The Vindicator, Liberty Gazette, and KSHN Radio.

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 _____, 2008.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/11/08 06:00 PM

Department: Fire & EMS
Category: Presentations

INFORMATION ITEM 2008-8

DOC ID: 1058

Fire Department Grant Activities

2007 Department of Emergency Management HGAC grant for \$68,000.00. A breakdown of how the grant will be used is attached. This grant has already been approved by DEM. We are also submitting an \$8,606.12 grant through FM Global for fire prevention & arson investigation. Both of these grants are funded 100% and require no matching funds from the City.

FISCAL IMPACT:

With these grants being 100% matching, there should be no financial impact for the City.

Naomi Herrington

Items for PD	Amount	Cost Each	Cost Total	
Knee Pads	5	\$31.47	\$157.35	LETPP
Elbow Pads	5	\$10.50	\$52.50	LETPP
Tactical Shield	1	\$1,730.75	\$1,730.75	LETPP
Tactical Vests	5	\$1,595.00	\$7,975.00	LETPP
Tactical Helmet	5	\$200.00	\$1,000.00	LETPP
Black Hawk Kit#3	1	\$1,348.95	\$1,348.95	LETPP
Break and Rake	1	\$224.95	\$224.95	LETPP
IIIA Vest	1	\$812.50	\$812.50	LETPP
10lb sledge	1	\$71.99	\$71.99	
		Total:	\$13,373.99	

Items for FD	Amount	Cost Each	Cost Total	
LifePak 12	1	\$15,000.00	\$15,000.00	SHSP
Thermal Imager	2	\$6,000.00	\$12,000.00	SHSP
Medium Kennels	22	\$47.54	\$1,045.88	SHSP
Large Kennels	20	\$55.87	\$1,117.40	SHSP
Small Kennels	10	\$22.39	\$223.90	SHSP
Medium Muzzles	10	\$8.93	\$89.30	SHSP
Large Muzzles	10	\$8.93	\$89.30	SHSP
Camera - Still	2	\$1,298.84	\$2,597.68	SHSP
Camera - Video	2	\$399.78	\$799.56	SHSP
Boat	1	\$21,670.00	\$21,670.00	17wc-00-boat
		Total:	\$54,633.02	

		Grant Total:	\$68,007.01
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Actual Grant:	\$68,000.00
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-\$7.01

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/11/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-9

DOC ID: 1057

Wastewater Overflows

City Manager Ron Wood will give a report on wastewater system overflows.



City Council

Regular Meeting

~ Minutes ~

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

Dianne Tidwell
(936) 336-3684

Tuesday, February 12, 2008

6:00 PM

City Council Chambers

I. CALL TO ORDER

6:00 PM Meeting was called to order on February 12, 2008 at City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:08 PM by Mayor Carl Pickett.

Attendee Name	Organization	Title	Status	Arrived
Mayor Carl Pickett	City of Liberty	Mayor	Present	
Dennis Beasley	City of Liberty	Councilperson	Present	
Diane Huddleston	City of Liberty	Councilperson	Present	
Mike McCarty	City of Liberty	Councilperson	Present	
Charles McGuire	City of Liberty	Councilperson	Present	
Al Simonson	City of Liberty	Councilperson	Present	
Louie Potetz	City of Liberty	Councilperson	Present	

II. INVOCATION

The Invocation was given by Asst. Fire Chief Brian Hurst.

III. PLEDGE OF ALLEGIANCE

The pledge to the American and Texas flags was led by Code Enforcement Officer Robbie Hood.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council regarding non-agenda items.

Mayor Pickett stated there would be a special called meeting of the City Council on April 1, 2008. The Waters Consulting Group will be present to discuss salary structures and other related issues relevant to the city administration organizational structure.

V. ITEMS OF INTEREST

1. *Miscellaneous Correspondence*

1. Information Item 2008-1

TML Small Cities Problem Solving Clinic

COMMENTS - Current Meeting:

Mayor Pickett reported to Council on the TML Small Cities Problem Solving Clinic to be held in Madisonville, Texas on February 22, 2008. This clinic provides municipalities the opportunity to network with cities of similar size.

ATTACHMENTS:

- Attachment #1 - TML Small Cities' Problem Solving Clinic (PDF)

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

2. Information Item 2008-2

Surface Transportation Board

COMMENTS - Current Meeting:

Mayor Pickett commented on information regarding the Liberty County Rural Transportation District #1's proposed construction and operation of a new rail line from an area near Dayton, Texas to an area near Cleveland, Texas. The proposed line would alleviate rail congestion in the area.

ATTACHMENTS:

- Attachment #2 - Surface Transportation Board (PDF)

VI. PRESENTATIONS / REPORTS**1. Information Item 2008-3**

TML Region XVI Meeting

COMMENTS - Current Meeting:

Mayor Pickett commented on the success of the TML Region XVI Meeting hosted by the City of Liberty on January 17, 2008. Various issues relating to municipal government were addressed by the speaker, State Representative John Otto. There were approximately sixty people in attendance.

2. Information Item 2008-4

Recycling Report

COMMENTS - Current Meeting:

Councilperson Diane Huddleston reported on the City's efforts in working towards a permanent recycling drop-off facility.

3. Information Item 2008-5

Texas Water Development Board/ \$8.1 Million Wastewater Project Update

COMMENTS - Current Meeting:

City Manager Ron Wood reported on the city's \$8.1 million dollar wastewater infrastructure project. In regard to the wastewater treatment plant, Mr. Wood discussed the preliminary engineering report, environmental issues, and the structural integrity of the facility.

Mr. Wood discussed the Sanitary Sewer Overflow Initiative submitted to the Texas Commission on Environmental Quality regarding overflows in the city's collection system due to inflow and infiltration. Mr. Wood also discussed the Sanitary Sewer Evaluation Survey regarding the collection of data from sewer lines, smoke testing, etc. that will identify corrective measures to be taken.

4. Information Item 2008-6

Utility Billing Update

COMMENTS - Current Meeting:

City Manager Ron Wood reported on the city's utility billing process. Recently there was an occurrence in which the city fell behind in reading meters due to various issues; holiday season, meter reader out, inclement weather. This created additional days on the customers utility bill, causing a higher than normal bill. Mr. Wood apologized to the public for the inconvenience; adding that he was working on ways to improve the process and provide better customer service.

5. Information Item 2008-7

Presentation of the Audit Report for Fiscal Year 2006-2007 by Swaim, Hanagriff & Associates

COMMENTS - Current Meeting:

Swaim, Hanagriff & Associates representative, LeAnn Brents presented the audit report for fiscal year ending September 30, 2007. Ms. Brents reviewed, in detail, the contents of this document with Council.

VII. 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.

Minutes Approval**1. Resolution (ID # 1040)**

Minutes of Jan. 8, 2008

ATTACHMENTS:

- Attachment #3 - CM 1-08-08 (DOC)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

VIII. REGULAR AGENDA**1. Regular Agenda Items****1. Resolution 2008-1**

Consider a Resolution Approving a Variance Request to Place a Structure in a Designated Floodway in the South Liberty Oilfield.

COMMENTS - Current Meeting:

Mr. Bill Maynard and Attorney Mark Morefield made a presentation regarding Mr. Maynard's request for a variance for a structure, and construction of a subsequent structure, located on Tract 29 of the D. Minchey Survey, Abstract 85. Lengthy discussion ensued regarding this request, including the issue that these structures are located inside a FEMA designated floodway.

ATTACHMENTS:

- Attachment #4 - Planning Commission Certification Maynard (PDF)
- Attachment #5 - Variance Request (TXT)

RESULT:	TABLED [UNANIMOUS]	Next: 3/11/2008 6:00 PM
MOVER:	Charles McGuire, Councilperson	
SECONDER:	Dennis Beasley, Councilperson	
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz	

2. Resolution 2008-2

Consider Approval of the Proposed Short Form Final Plat of the Merrick Subdivision.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Mr. Chris Merrick, Merrick Homes, has presented a plat which divides an already platted lot out of the San Jacinto Park Subdivision into two separate lots for future development. This final plat was presented under the city's short form process, and approved by the The Planning & Zoning Commission on January 30, 2008.

ATTACHMENTS:

- Attachment #6 - Planning Commission Certification Merrick (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

3. Resolution 2008-3

Consider a Resolution Approving a Bridge Replacement Advanced Funding Agreement by and Between the Texas Department of Transportation and the City of Liberty; Also Authorizing the Mayor to Execute the Agreement on Behalf of the City.

FISCAL IMPACT:

This majority of the money is not payable until fiscal year 2008-2009 and should be budgeted for that year.

COMMENTS - Current Meeting:

This resolution and agreement are relative to the bridge replacement project on Sandune Road at Wood Springs (as referred in these documents as Woodards Spring Creek). Total anticipated cost of this project is approximately \$443,000.00, with TXDOT funding 90% of the cost, leaving the city's fund requirement in the amount of \$34,561.26. \$5,460.00 of these funds will come from the current street maintenance budget with the remaining amount to be budgeted from the FY 08-09 budget.

ATTACHMENTS:

- Attachment #7 - Advance Funding Agreement (PDF)
- Attachment #8 - Explanation: Bridge Replacement (TXT)
- Attachment #9 - Fiscal Impact Note: Bridge Replacement (TXT)

RESULT:	APPROVED [6 TO 0]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Mike McCarty, Councilperson
AYES:	Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz
ABSTAIN:	Carl Pickett

4. Resolution 2008-4

Consider Approval of the Local Match for a Mobile Fire Trainer for the Liberty Fire Department Through the Assistance to Firefighters Grant (FEMA).

FISCAL IMPACT:

The total for this grant is \$415,845.00, with The City of Liberty being responsible for \$20,782.00 of this total, and the federal share is \$395,063.

COMMENTS - Current Meeting:

The Liberty Fire Department has applied for a grant through the Assistance to Firefighters Grant (FEMA) for a Mobile Fire Trainer. This grant is for \$415,845.00; the city's portion being \$20,782.00 to be expended from the Capital Reserve Fund. This equipment will provide an economical way to train fire department personnel without having to leave the community.

ATTACHMENTS:

- Attachment #10 - AFG Grant Info (PDF)
- Attachment #11 - Fiscal Impact Note: Fire Department Grant (TXT)

RESULT: APPROVED [UNANIMOUS]
MOVER: Dennis Beasley, Councilperson
SECONDER: Diane Huddleston, Councilperson
AYES: Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

5. Resolution 2008-5

Consider Approval of an Interlocal Agreement with Liberty County Hospital District Number 1 for Joint Elections.

COMMENTS - Current Meeting:

The Interlocal Agreement with Liberty County Hospital District No. 1 is the same agreement that the city entered into with the Liberty Independent School District in 2007, for joint elections. There will be no sharing of election workers, ballots, ballot boxes, or relevant election materials. This agreement is solely for the use of a common polling place.

ATTACHMENTS:

- Attachment #12 - Explanation: Joint Election (TXT)

RESULT: APPROVED [UNANIMOUS]
MOVER: Dennis Beasley, Councilperson
SECONDER: Charles McGuire, Councilperson
AYES: Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

6. Ordinance 2008-1

Consider Adoption of an Ordinance Ordering a General Election to be Held in the City of Liberty on Saturday, May 10, 2008.

COMMENTS - Current Meeting:

This ordinance orders the city's general election for officers to be held on the uniform election date of May 10, 2008; and addresses all necessary issue to be approved by council relative to the conduct of an election. Those officers whose terms expire are Mayor Carl Pickett and Councilpersons Charles McGuire, Mike McCarty and Louie Potetz.

ATTACHMENTS:

- Attachment #13 - General Election (TXT)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Louie Potetz, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

7. Resolution 2008-6

Consider Approval of Some or All of the Proposed Charter Amendments As Recommended by the 2007 Charter Review Commission.

COMMENTS - Current Meeting:

City Attorney Randy Gunter discussed changes to the city's charter as proposed by the 2007 Charter Review Commission. Those changes include:

Section 3.02 Qualifications.

The addition that a person filing for office must not have been convicted of a crime involving moral turpitude from which he has not been pardoned.

Section 3.05 Vacancies.

This section to be rewritten to identify the manner in which a vacancy on the city council is filled; specifically that being a majority decision of the remaining council.

Section 3.09 Rules of Procedure.

This proposed amendment corrects the word "dote" to "vote".

Section 3.11 Official Bonds for City Employees.

Changes the word from "may" to "shall" regarding official bonds required for certain city officers and employees.

ATTACHMENTS:

- Attachment #14 - Explanation: Charter Amendments (RTF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

8. Ordinance 2008-2

Consider Adoption of an Ordinance Ordering a Special Election to be Held on Saturday, May 10, 2008 for Voter Consideration of Proposed Amendments to the City's Home Rule Charter.

COMMENTS - Current Meeting:

This ordinance orders a special election to be held, in conjunction with the May 10, 2008 General Election, for voter approval or disapproval of amendments to the city's home rule charter. This election will take to the voters the amendments as proposed by the 2007 Charter Review Commission.

ATTACHMENTS:

- Attachment #15 - Explanation: Special Election (TXT)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Al Simonson, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

9. Resolution 2008-7

Consider Approval of the City's Share of the Total Cost of the Humphreys Cultural Center Expansion Project.

FISCAL IMPACT:

No financial impact at this time.

COMMENTS - Current Meeting:

City Manager Ron Wood discussed, with Council, the Cultural Center Expansion Project. As voted upon and approved, the city will fund a portion of this cost in the amount of \$600,000.00. Future discussion will include from which fund this money will be expended.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Mike McCarty, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

2. *Executive Session*

Consultation with Attorney. Pending Litigation with Liberty-Dayton Community Hospital. Gov. Code §551.071.

At 8:46 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized by Gov. Code §551.071.

3. *Reconvene into Regular Session*

At 9:05 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. **Consider and take action, if any, on pending litigation with Liberty-Dayton Community Hospital.**

There was no action taken.

IX. **COUNCIL MEAL**

Council shared an evening meal.

X. **ADJOURNMENT**

Motion To: Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louie Potetz, Councilperson
SECONDER:	Al Simonson, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-1

DOC ID: 1042

TML Small Cities Problem Solving Clinic

Attached is the notice of a TML Small Cities Problem Solving Clinic to be held in Madisonville, Texas on February 22, 2008. This clinic provides municipalities the opportunity to network with cities of similar size.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)



TEXAS MUNICIPAL LEAGUE

President **Todd Pearson**, Mayor, Rockport
Executive Director **Frank Sturzl**

January 8, 2008

TO: Selected City Officials

FROM: Frank J. Sturzl
Executive Director

SUBJECT: Small Cities' Problem-Solving Clinic/February 22, 2008

We realize that while all Texas cities share many common interests and concerns, small cities have different needs than the larger cities. Therefore, we are always looking for ways to assist our small member cities. One of the ways we do that is to sponsor small cities' problem-solving clinics.

A **Small Cities' Problem-Solving Clinic** will be held on **Friday, February 22, 2008**, at the **Kimbro Center** at **111 W. Trinity** in **Madisonville**. Topics planned for the session include an overview of TML, legal question-and-answer sessions, a discussion of small city legislative issues, an overview of key legal requirements, and a session on land use issues.

We invite you to attend this TML meeting, held right in your area, on **February 22**. It will provide an opportunity to gain some new information and share with other cities of similar size. To help ensure that the questions you might have are addressed during the session, feel free to provide a question/issue on the attached registration form.

We look forward to seeing you!

Texas Municipal League
Small Cities' Problem-Solving Clinic
Kimbrow Center
City of Madisonville

Friday, February 22, 2008

- | | |
|------------|--|
| 8:30 a.m. | Registration |
| 9:00 a.m. | Welcome and Texas Municipal League Overview
<i>Karla Vining, Deputy Director, Texas Municipal League</i> |
| 9:30 a.m. | Key Legal Requirements
<i>Scott Houston, Director of Legal Services, Texas Municipal League</i>
<i>Laura Mueller, Legal Counsel, Texas Municipal League</i> |
| 10:00 a.m. | Open Question-and-Answer Discussion
<i>Scott Houston, Director of Legal Services, Texas Municipal League</i>
<i>Laura Mueller, Legal Counsel, Texas Municipal League</i> |
| 10:30 a.m. | Break |
| 10:45 a.m. | Open Question-and-Answer Discussion
<i>Scott Houston, Director of Legal Services, Texas Municipal League</i>
<i>Laura Mueller, Legal Counsel, Texas Municipal League</i> |
| 11:45 a.m. | Lunch |
| 12:30 p.m. | Small Cities' Legislative Issues
<i>Rachael Pitts, Assistant Director of Membership Services,</i>
<i>Texas Municipal League</i> |
| 1:00 p.m. | Land Use Issues
<i>Scott Houston, Director of Legal Services, Texas Municipal League</i> |
| 2:00 p.m. | Top Five Questions Asked of TML Legal Services and
Open Question-and-Answer Discussion
<i>Scott Houston, Director of Legal Services, Texas Municipal League</i>
<i>Laura Mueller, Legal Counsel, Texas Municipal League</i> |
| 2:30 p.m. | Adjourn |

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

Texas Municipal League Small Cities' Problem-Solving Clinic

WHY:

The Texas Municipal League (TML) has long recognized the special needs of our small member cities. In a continuing effort to meet the needs of these cities, we are conducting a small cities' problem-solving clinic in your area.

WHO:

Elected and appointed city officials from small cities within driving distance of the City of Madisonville.

WHAT:

A one-day session designed to provide answers to and discussion of some of the questions most frequently asked by elected and appointed officials. The clinic will include a review of services TML provides to small cities. TML attorneys will present key legal requirements for elected and appointed officials and a session on land use issues. The clinic will also include legal question-and-answer sessions, a legislative issues session, and much more.

WHEN:

Friday, February 22, 2008
9:00 a.m. – 2:30 p.m.

WHERE:

Kimbrow Center
111 W. Trinity
Madisonville, Texas
(map included)

HOW:

The cost of the clinic is \$30 per person, and lunch is included. Complete the enclosed registration form and return it to the Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, Texas 78754-5128, or register online at www.tml.org, by **February 13, 2008**, if possible. For additional information, contact Rachael Pitts at rpitts@tml.org or 512-231-7472.

**Texas Municipal League
1821 Rutherford Lane, Suite 400
Austin, Texas 78754-5128
Phone - 512-231-7400**

TEXAS MUNICIPAL LEAGUE
Small Cities' Problem-Solving Clinic
Friday, February 22, 2008
Kimbro Center – Madisonville, Texas

THREE WAYS TO REGISTER: Your registration will not be processed until payment is received.

1. Register online with credit card payment at: www.tml.org	2. Fax this form with your credit card information to: 512-231-7495	3. Mail this form and your payment to: TML Administrative Services 1821 Rutherford Lane, Suite 400 Austin, TX 78754-5128
--	---	---

Registration Fee: Registration for the Small Cities' Problem-Solving Clinic is \$30, which includes lunch and refreshments.

Questions: If you have questions, please call Rachael Pitts at 512-231-7472.

If an e-mail address is provided, you will receive confirmation via e-mail.

Full Name: _____

Badge Name: _____

Title: _____

City/Organization: _____

Address: _____

City: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Please provide a question or issue that you would like to have included in the problem-solving clinic:

Small Cities' Problem-Solving Clinic

CREDIT CARD PAYMENTS:

☐ MasterCard ☐ Visa ☐ Am Ex ☐ Discover

Cardholder's Name _____ Please Print

Acct# _____

Signature _____ Exp. Date _____

FOR TML OFFICE USE ONLY

Business Check _____ \$ _____

Personal Check _____ \$ _____

Total \$ _____

Date Rec'd _____ Batch No. _____

By _____ Id# _____

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)



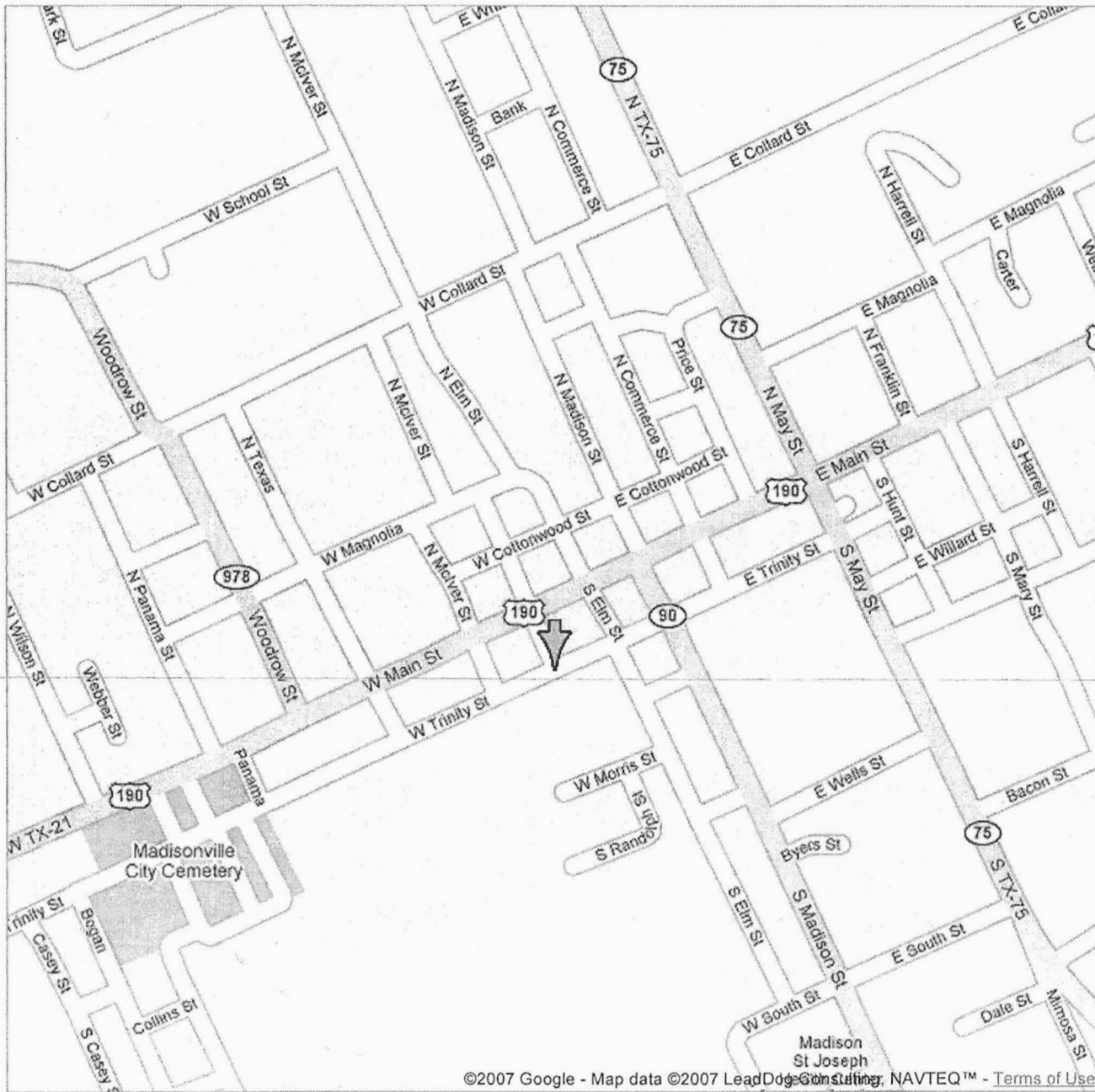
Address

**111 W Trinity St
Madisonville, TX 77864**

Get Google Maps on your phone



Text the word "GMAPS" to 466453



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Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Correspondence

INFORMATION ITEM 2008-2

DOC ID: 1035 A

Surface Transportation Board

The attached document is relative to the Liberty County Rural Transportation District #1's proposed construction and operation of a new rail line from an area near Dayton, Texas to an area near Cleveland, Texas. This letter is a request for information regarding any potential resources within the area that may be of concern to the Texas Department of Transportation, including permits and approvals for construction.

See the attached document for further information.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

BARTON -
LUSAN -
MANLEY -



SURFACE TRANSPORTATION BOARD
Washington, DC 20423

Office of Economics, Environmental Analysis and Administration

November 8, 2007

Mr. John Barton
District Engineer
Texas Department of Transportation
8350 Eastex Freeway
Beaumont, Texas 77708-1701



Re: Finance Docket No. 35061, Liberty County Rural Rail Transportation District No.1 - Construction and Operation Exemption - in Liberty County, Texas; Request for Information

Dear Mr. Barton:

Liberty County Rural Rail Transportation District No.1 (LCRRD#1 or Applicant) intends to file with the Surface Transportation Board (Board), a petition for exemption pursuant to 49 U.S.C. 10502 for authority to construct and operate a new rail line from near Dayton, Texas to near Cleveland, Texas, in Liberty County, Texas. LCRRD#1 anticipates that the line would be maintained and operated by an experienced short line railroad. Attached is a map showing preliminary proposed alignments for the line.

Pursuant to the National Environmental Policy Act (NEPA) and the Board's environmental rules, the Board's Section of Environmental Analysis (SEA) will prepare an environmental document that evaluates the potential environmental impacts of the proposed project. The purpose of this letter is to request information regarding potential resources within the project area that may be of concern to the Texas Department of Transportation, as well as any permits and approvals that might be required for project construction.

The proposed rail line would begin near Dayton Texas, at a rail yard owned and operated by CMC Industries, Inc. & Subsidiaries, (CMC), located on the west side of, and connected to, the Baytown Branch. The Baytown Branch is owned and operated by the Union Pacific Railroad Company (UP), which also owns and operates a rail yard on the east side of the Baytown Branch, directly across from the CMC yard. The line would then extend northward through western Liberty County to a connection with the BNSF Railway Company (BNSF) Conroe Subdivision east of Cleveland, Texas. An additional connection with the UP Lufkin Subdivision may be made approximately 2.1 miles north of the BNSF connection. The project would also include a new wye track allowing train traffic to readily proceed in either direction along UP's Lafayette Subdivision and replace an approximately 10° curve currently crossing US Highway 90 close to where it intersects with Texas State Highway (SH) 146.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

The proposed 32-mile rail line would connect the UP's Baytown Branch to a BNSF main line track north east of Houston, Texas, and if UP desires it can also connect to another UP main line track, thereby allowing both UP and BNSF to reduce rail traffic through Houston. The proposed rail connection would be located in the western portion of Liberty County, in areas primarily unused since the timber industry left the area. Because some residences are in the immediate vicinity of the proposed alignment near Dayton, direct impacts to residences and business would be avoided to the greatest extent practicable.

The proposed line would cross two existing UP lines (Lafayette and Beaumont subdivisions) and several public roads, depending on the alignment selected. The alignment would cross US Highway 90, County Road (CR) 6021, Farm-to-Market (FM) 1960, CR 622, Gulf Road, SH 321/SH 105, CR 2247, CR 2206, and SH 787. Alternate 1 would also cross FM 686 and CR 615. Alternate 2 would also cross CR 609 (John Damek Road), CR 610, FM 686, and Cedar Bayou Road. Alternate 3 would also cross CR 610 (Texaco Road). Grade-separations are planned at US 90, SH 321/SH 105, and SH 787. The proposed rail line would cross all other roadways at-grade. The road crossings would utilize warning devices designed in accordance with industry standards, customs, and practices.

Because of the current configuration of the rail line on the Lafayette Subdivision (the 10° curve) just west of Dayton, in close proximity to the intersection of US Highway 90 and SH 146, all entering or departing Baytown Subdivision rail traffic must cross US Highway 90, at grade at very slow speeds. Currently, 10 to 15 trains and more than 10,000 vehicles traverse this crossing every day. Because it eliminates this at grade crossing, Applicant believes that the proposed project would reduce traffic back-ups, facilitate the movement of emergency vehicles, and keep a significant East Texas hurricane evacuation route clear.

Applicant believes that proposed project should also attract commercial interests to parts of Liberty County that never redeveloped after lumbering left the area. These areas, as well as much of Liberty County, continue to have higher than average rates of unemployment. According to Applicant, rail served companies would be able to consider sites currently inaccessible.

In addition, Applicant believes that both UP and BNSF, as well as Liberty County's next door neighbor, Houston would benefit from the proposed project as it would reduce rail congestion in Houston by providing a rail route for traffic moving northbound from east Texas, Louisiana and points east, that currently must travel through Houston. Applicant estimates that under present train movement, 10 to 12 trains of approximately 100 to 150 rail cars each could daily be diverted from traveling through Houston. Applicant thinks that this number is likely to increase as the project would also expand rail outlets for the additional container traffic into the Port of Houston from the opening of the new Bayport terminal.

This letter begins the process by which SEA will assess the environmental effects, both positive and negative, that may be associated with the proposed rail line construction and operation. I am asking for your assistance in determining whether any resources of concern to your agency might be affected by the proposed project.

We would appreciate information on any additional issues or concerns that you consider appropriate. We request your response by December 7, 2007, so that we may be able to schedule

any meetings, site visits, or surveys, conduct any necessary follow-up activities, and incorporate your response into the scope of the study, as appropriate. We may contact you prior to this date to discuss the project and schedule a meeting, if this would assist you in your review.

Carter & Burgess, Inc. (C&B) is serving as the independent third-party consultant to SEA to assist in the preparation of the environmental document. Please send your comments to:

Sandy Wesch-Schulze
Carter & Burgess, Inc.
7950 Elmbrook Drive
Dallas, Texas 75247

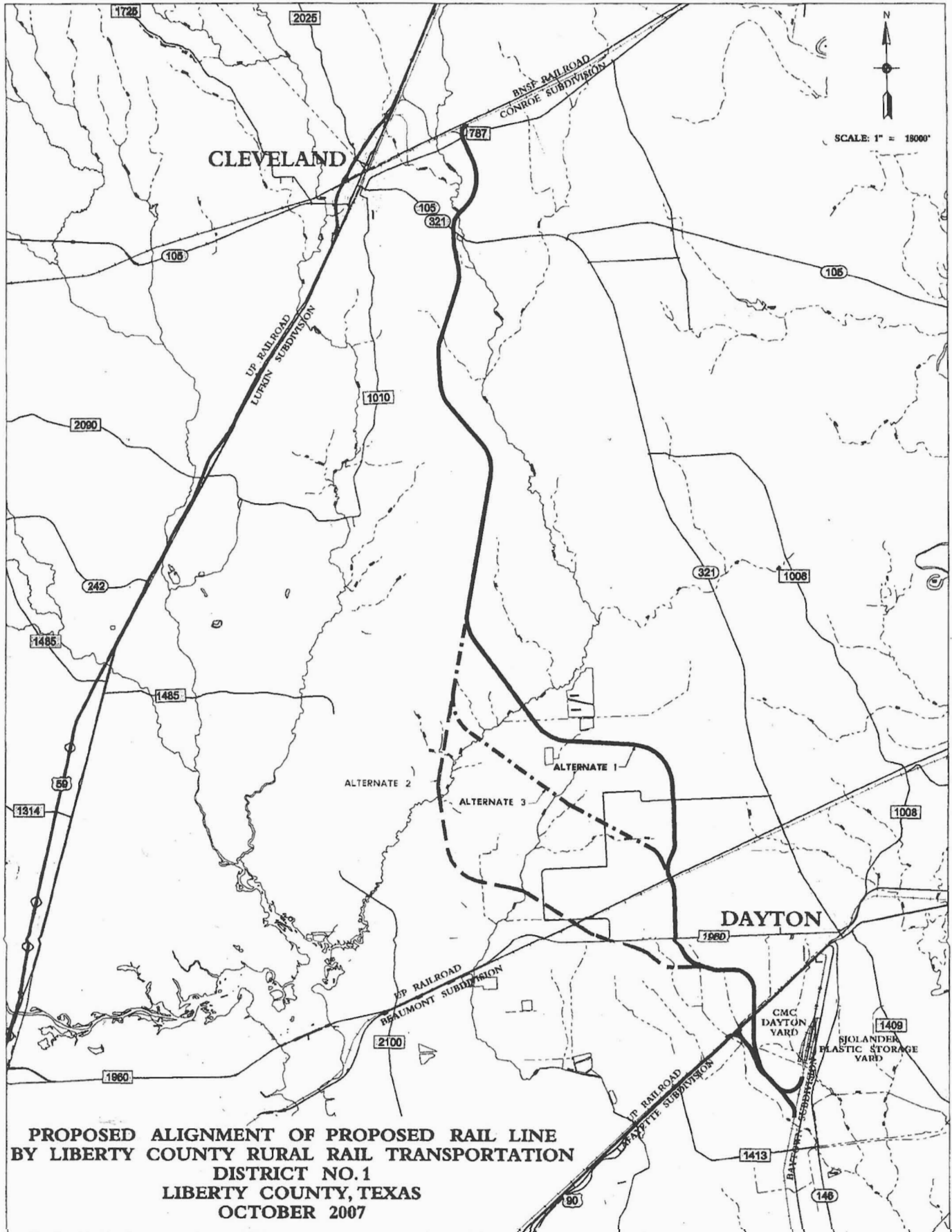
The environmental document will either be an environmental assessment (EA) or environmental impact statement (EIS). SEA's decision on whether to prepare an EA or an EIS will be based in part on comments received in response to this agency consultation letter. SEA will make the environmental document available for review by agencies and the public as required by NEPA and the Board's environmental rules (49 CFR 1105). In reaching its decision, the Board will take into account the environmental document and all environmental comments that are received. If you have any questions, please do not hesitate to contact Sandy Wesch-Schulze, C&B Project Manager, at (214) 627-5376, or Danielle Gosselin, SEA Project Manager, at (202) 245-0300. Thank you for your assistance.

Sincerely,



Victoria Rutson
Chief
Section of Environmental Analysis

Attachment: Location Map



Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-3

DOC ID: 1036 A

TML Region XVI Meeting

Mayor Pickett will report on the Texas Municipal League Region XVI Meeting recently hosted by the City of Liberty on January 17, 2008.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-4

DOC ID: 1037 A

Recycling Report

Councilperson Huddleston will report on the progress of the City's efforts in working towards a permanent recycling drop-off facility.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-5

DOC ID: 1038 A

Texas Water Development Board/ \$8.1 Million Wastewater Project Update

City Manager Ron Wood will report on the progress of the \$8.1 Million Wastewater Infrastructure Project.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-6

DOC ID: 1044

Utility Billing Update

City Manager Ron Wood will report on the utility billing process.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2008-7

DOC ID: 1039 A

Presentation of the Audit Report for Fiscal Year 2006-2007 by Swaim, Hanagriff & Associates

Representatives from Swaim, Hanagriff & Associates will be present to report on the City's fiscal year ending September 30, 2007.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Public Notice

RESOLUTION (ID # 1040)

DOC ID: 1040

Minutes of Jan. 8, 2008

Attached to this file are the minutes from the Council Meeting of January 8, 2008.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson
ABSENT:	Louie Potetz

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

MINUTES
LIBERTY CITY COUNCIL
REGULAR CALLED MEETING
January 8, 2008
6:00 p.m.

A regular called meeting of the City Council of the City of Liberty, Texas was held in the Council Room of the City Administration Building. The following members were present:

Carl Pickett	Mayor
Dennis Beasley	Councilperson
Diane Huddleston	Councilperson
Mike McCarty	Councilperson
Charles McGuire	Councilperson
Louie Potetz	Councilperson

Absent: Councilperson Simonson.

Administrative personnel present: Ron Wood, City Manager; Dianne Tidwell, City Secretary; Randy Gunter, City Attorney.

Others present in the Council Chambers: Naomi Herrington, Finance Director; Candy Parker, Inspection Dept.; Robbie Hood, Code Enforcement Officer; Amy Fowler, The Vindicator; Ryan Wessels, Kimley-Horn & Associates; Kevin Ladd.

1. **CALL TO ORDER**
With a quorum of the councilpersons present, the Regular Meeting of the Liberty City Council was called to order by Mayor Pickett at 6:00 p.m., on Tuesday, January 8, 2008, in the Council Chambers of the Liberty City Hall.
2. **INVOCATION / PLEDGE OF ALLEGIANCE**
Councilperson Beasley gave the Invocation and Robbie Hood led the pledge to the American and Texas flags.
3. **ACKNOWLEDGEMENT OF GUESTS / PUBLIC COMMENT**
Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council regarding non-agenda items. There was no public comment.
4. **ITEMS OF INTEREST**
 - 4.1 **Miscellaneous Correspondence.** None.
5. **PRESENTATIONS / REPORTS**
 - 5.1 Mayor Pickett reported on the TML Region XVI Quarterly Meeting to be hosted by the City of Liberty on Thursday, January 17, 2008.
 - 5.2 Councilperson Huddleston reported on the progress of working toward a permanent recycling drop-off facility.

City Manager Ron Wood brought Council's attention to a new version of the financial report.

6. **CONSENT AGENDA**

6.1 **Approval of Minutes – Regular Called Meeting of December 11, 2007 and the Special Called Meeting of December 17, 2007.**

A motion was made by Councilperson McCarty, seconded by Councilperson Beasley to approve the above-mentioned minutes, with the wording changes as noted. The motion passed 6-0.

7. **REGULAR AGENDA**

7.1 **Consider and take action on a Short Form final Plat of the Hwy. 146 Enterprise.**

Candy Parker, Inspection Dept., reported the above-mentioned plat is presented under the short form process as the subdivision is already in existence. The proposed plat provides Murphy USA with its own metes and bounds; which differentiates it from the larger tract that accommodates the Wal-Mart structure. This plat was approved by the Planning & Zoning Commission on January 3, 2008. A motion was made by Councilperson McCarty, seconded by Councilperson Beasley to approve the plat as presented. The motion passed 6-0.

7.2 **Council Workshop – Discussion on code enforcement and related issues.**

City Manager Ron Wood introduced new Code Enforcement Officer Robbie Hood and stated this workshop was to gather information from Council regarding their goals and objectives for this newly created position. Discussion entailed dangerous and dilapidated buildings, high grass and weeds, junk vehicles, public education, citizen involvement, neighborhood watch programs, and other related issues.

7.3 **Council Meal.**

Council shared an evening meal.

8. **ADJOURNMENT.**

There being no further business before the Council, the meeting was adjourned at 8:41 p.m.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Inspection
Category: Variance Requests

RESOLUTION 2008-1

DOC ID: 1051 A

Consider a Resolution Approving a Variance Request to Place a Structure in a Designated Floodway in the South Liberty Oilfield.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY GRANTING A LIMITED VARIANCE TO ORDINANCE NUMBER 788 REGARDING FLOODPLAIN MANAGEMENT FOR THE CITY OF LIBERTY, DATED July 12, 1988

WHEREAS the requested variations are within the jurisdiction of the City of Liberty, and the City of Liberty has authority under Ordinance Number 788 to grant the requested variation;

WHEREAS, the subject property described below, has an elevation sufficient for the granting of this variance according to Ordinance Number 788 and other City and Federal Emergency Management Agency ("FEMA") regulations.

WHEREAS the requested variations are in harmony with the general purpose and intent of the Floodplain Management Plan for the City of Liberty;

WHEREAS the grant of relief in the captioned Resolution represents a grant of relief to a person or persons from the requirements of this ordinance because specific enforcement would result in unnecessary hardship. This variance, therefore permits, as limited herein, development in a manner otherwise prohibited by this ordinance;

WHEREAS; the Federal Emergency Management Agency ("FEMA") has given verbal indication to the City Attorney and to the Applicant's Attorney that the granting of this ordinance meets its requirements for a variance due to the elevation of the site on which the variance is to be granted;

WHEREAS the Applicant owns, more or less, five thousand (5,000) contiguous acres of land, many of or all of which exist in the FEMA designated floodplain and/or floodway;

WHEREAS, the Applicant has to date, and has committed in the future to purchase additional land in the floodway and floodplain contiguous to the land subject to this variance, and has to committed neither to attempt nor permit any future development, including residences or other buildings in the FEMA designated floodplain and/or floodway within the city limits of the City of Liberty with the exception of the specific structures made the subject of this ordinance, to wit, structures illegally moved onto or built in the FEMA designated floodplain and/or floodway by Applicant onto the property described more specifically below (see photographs attached hereto as Exhibit B identifying said structures);

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

WHEREAS the Applicant has, with humanitarian consideration to individuals who have resided and who continue to reside on the subject land in the FEMA designated floodplain and/or floodway permitted said residents to stay on his property, but upon those individuals departure from the FEMA designated floodplain and/or floodway, has demolished said residences and has not allowed new tenants to reside in any remaining structures, thereby reducing the total population of people and structures in the FEMA designated floodplain and floodway. The result of the demolition of abandoned residences and the prohibition of the habitation of existing or new residences on Applicant's property has had the result of reducing the population and development in the FEMA designated floodway and/or floodplain. Said actions may be in helpful in the City's stated goals in its Comprehensive Plan for that area as adopted by the City Council of the City of Liberty;

WHEREAS the Applicant has moved or caused to be moved one structure onto the subject property after being told that a permit would not be issued for such action. The Applicant has built a barn/outbuilding without permits from the City of Liberty and in contravention of the Ordinances of the City of Liberty, and continued such construction after notification that such construction required a building permit from the City of Liberty;

WHEREAS the Applicant now seeks permits for the structures existing on the land described as:

Three (3) acres of land, more or less, in the DAVID MINCHEY LEAGUE, Abstract 85, being that certain seven (7) acres conveyed to James F. Weed by O.A.Schade by deed dated May 8, 1906, recorded in Volume 16, Page 318 of the Deed Records of Liberty County, Texas, reference to which is made, Less 2 ½ acres conveyed by James F. Weed to Molly Eastham by deed dated May 14, 1906, and less .78 acres conveyed by James F. Weed to E.B. Pickett by deed dated March 10, 1921, and less .77 acres conveyed by James F. Weed to J.C. Baldwin by deed dated March 10, 1921.

WHEREAS, the Applicant, through the acknowledgement attached to this resolution acknowledges that development of property within the city limits of the City of Liberty requires permitting as currently required or as may be required by this or a future City Council of the City of Liberty. The Applicant further agrees not to further develop property in the FEMA designated floodway or floodplain within the City of Liberty without said permitting, and agrees not to develop the area without said permitting and subsequently seek a hardship permit as Applicant has in this instance.

RESOLUTION

Now therefore be it resolved that the request for a building permit for the two structures described in the findings of this resolution (with photographs attached hereto as Exhibit B for identification purposes), and discussed in the hearing be granted so as to permit electricity connection to the proposed structures in accordance with the Application for Variance made as part of the findings (the "Application");

Be it further resolved that the foregoing variations are expressly subject to and contingent upon the following conditions and provisions:

1. All construction shall meet all building, subdivision, and development codes of the City of Liberty. The structure constructed on the three acre real property tract described more fully above, as well as any future development to be constructed on the applicant's property within the City of Liberty shall be constructed in strict accordance with the Codes and Ordinances, including the building codes and subdivision codes, as they are interpreted by the City of Liberty, all to the satisfaction of and all additional requirements that may be imposed by the City of Liberty in furtherance of the protection of life, health, safety, and the general welfare.
2. So long as any development constructed pursuant to the variations granted exists, the property shall be held under single ownership and control and neither shall be conveyed, transferred, assigned, or any way disposed of separate and apart from the other property.
3. Structure shall be solely used in accordance with the purposes set out in the Application for Variance, which is incorporated into this document in its entirety, and is attached hereto as Exhibit A.
4. The described property shall not at any time be used for any purpose except the following:
 - (a) one detached single family weekend home;
 - (b) one garage/barn accessory to the weekend home; and

For certainty, and not by way of limitation, the following uses are expressly prohibited on the subject property without ADVANCED PERMIT from the City of Liberty:

- (a) commercial, industrial or business uses;
- (c) gazebos, greenhouses, sheds and other similar enclosed recreational or aesthetic structures or storage facilities;
- (d) paved or enclosed off street parking facilities other than the above-mentioned garage.
- (e) the building of any other structures on the subject property
- (f) the moving of earth such that it would alter the flow of the river, ponds, lakes, or water moving during times of flood.

Be it further resolved that the variances granted shall not be effective unless and until:

The Applicants have acknowledged, by signing in the space indicated on this document, binding and subjecting both the described property to each of the above-mentioned conditions and provisions. Furthermore, applicants agree that their heirs and assigns shall be bound to the terms of this Resolution and all representations made by Applicant in Applicant's Request for Variance. The Applicants agree that violation of the terms of this resolution or violation of the representations in Applicant's Request for Variance shall make permitting under this Resolution and utilities or other rights acquired under this resolution void. Applicant shall file this document in the Real Property Records of Liberty County, and proof of such filing shall be provided to the City Attorney.

Be it further resolved that this Resolution shall become a part the records of the City and shall become a public record.

PASSED, APPROVED, AND RESOLVED, THIS 11TH DAY OF MARCH, 2008.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

ACKNOWLEDGMENT

William L. Maynard

Judy Maynard

STATE OF TEXAS

COUNTY OF LIBERTY

SWORN, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME on _____ by
William L. Maynard.

Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:

STATE OF TEXAS

COUNTY OF LIBERTY

SWORN, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME on _____ by
Judy Maynard.

Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

RESULT:	TABLED [UNANIMOUS]	Next: 3/11/2008 6:00 PM
MOVER:	Charles McGuire, Councilperson	
SECONDER:	Dennis Beasley, Councilperson	
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz	

**CITY OF LIBERTY
PLANNING COMMISSION'S
CERTIFICATION**

RE: Property owner, Bill Maynard request for a variance to place a structure in the Designated Floodway in the South Liberty Oilfield

On the **30th** day of **January, 2008**, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration on a variance request was placed on the agenda of such meeting.

The Planning Commission, after reviewing all materials, evidence, documents and recommendations submitted in connection with the above-mentioned variance request does herein certify:

✓

the Planning Commission has reviewed the variance request and all other materials and evidence submitted in connection therewith; and

hereby recommends the City Council take the following action:

conditionally approve the variance request.

✓

disapprove the variance request for the following reasons:

Article 4, Section C. of the Floodplain Ordinance 788
5.) The safety of access to the property in time of flood for ordinary and emergency vehicles.
10.) The relationship of the proposed use to the Comprehensive plan for that area.

SIGNED this the 30th day of January, 2008.

Shelli Ellerbe

Chairperson
Planning Committee

ATTEST:

[Signature]

Planning Committee

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

1030

Mr. Bill Maynard has submitted a building permit to place a structure and build a subsequent structure on Tract 29, of the D. Minchey Survey, Abstract 85. After review of all documentation presented, the building permit was denied based on the location residing inside the FEMA designated Floodway. Development in a Floodway or Floodplain-Designated land is addressed by City of Liberty Ordinance No. 788 among other law.

However, the property owner has a right to present his project to the Appeal Board and ask for a variance from the requirements of the Floodplain Ordinance No. 788. The variance request was presented to the Planning and Zoning Commission on January 30, 2008, and was unanimously voted upon to deny the variance. I have enclosed a copy of the Certification signed by two of the members explaining the reasons for denial.

If you have any questions, please give me a call.

C. Parker

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)


The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Inspection
Category: Plats

RESOLUTION 2008-2

DOC ID: 1052

Consider Approval of the Proposed Short Form Final Plat of the Merrick Subdivision.

Chris Merrick, owner of Merrick Homes, has presented a plat for consideration. He is dividing an already platted lot out of the San Jacinto Park Subdivision into two separate lots for future development. Because the property is already platted it is able to be presented under our short form process.

The subdivision plat does comply with the City's Subdivision Ordinance and was presented to the Planning and Zoning Commission on January 30, 2008 for consideration. The plat was approved and all documentation is included in your packet for your review.

If you have any questions regarding this matter, please give me a call.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

CITY OF LIBERTY PLANNING COMMISSION'S CERTIFICATION

RE: Final Plat of Merrick Subdivision

Subdivision Name

On the 30th day of January, 2008, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration of the plat of the above-named proposed subdivision was placed on the agenda of such meeting.

The Planning Commission, after reviewing all materials, evidence, documents and recommendations submitted in connection with the above-named plat does herein certify:

✓

the Planning Commission has reviewed the above-named plat and all other materials and evidence submitted in connection therewith; and

hereby recommends the City Council take the following action:

✓

conditionally approve the above named plat.

disapprove the above-named plat for the following reasons:

conditionally approve the above-named plat, with the following modifications, to-wit: _____

SIGNED this the 30th day of January, 2008.

Shelli Clarke
Chairperson
Planning Committee

ATTEST:

[Signature]
Planning Committee

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**CITY OF LIBERTY
ADMINISTRATOR'S/CITY INSPECTOR'S/
PLANNING DIRECTOR'S
RECOMMENDATION TO PLANNING COMMISSION**

RE: **Final Plat of the Merrick Subdivision**
Subdivision Name

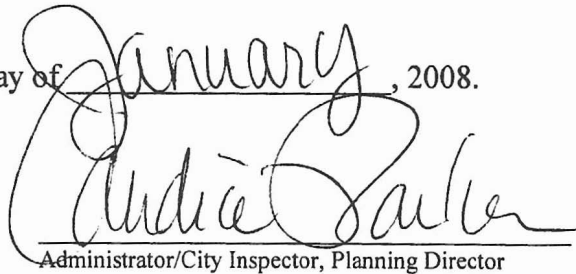
The City Staff, by and through its Administrator/City Inspector/Planning Director, does herein aggregate the preliminary plat of the above proposed subdivision and the attached accompanying data and refers same to the City of Liberty Planning Commission with the following recommendations as to modifications, additions or alterations of such plat and/or data:

✓ No recommendations as to modifications, additions or alterations.

-or-

 The following recommendations, modifications, additions or alterations:

SIGNED this the 15th day of January, 2008.


Administrator/City Inspector, Planning Director

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**CITY OF LIBERTY
ADMINISTRATOR'S/CITY INSPECTOR'S
PROPOSED SUBDIVISION PLAT APPROVAL CHECKLIST**

RE: **Final Plat of the Merrick Subdivision**

- 8 A. Preliminary Conference with: H & H Professional Land Services
- 8 B. Date conference held: 1-15-08
- 8 C. Plat Filing: Final-Short form
Date filed: 1-15-08
Fee Amount Paid: \$ To be billed
- D. Plat Checklist (initial and date or ditto for approval)
- 8 1. Proposed name of the subdivision, which shall not have the same spelling or be pronounced similar to the name of any other subdivision currently located within the City or within the extraterritorial jurisdiction of the City.
- 8 2. Names and land use of contiguous subdivisions, and the owners of contiguous parcels of unsubdivided land, and a statement with appropriate references as to whether or not contiguous properties are platted and how they are used.
- 8 3. Description, by metes and bounds, of the subdivision boundaries.
- 8 4. Primary control point locations shown. Descriptions and ties to such control points from which all dimensions, angles, bearings, block numbers, and similar data are referenced and shown.
- 8 5. Subdivision boundary lines indicated by heavy lines; the acreage of the subdivision shown.
- 8 6. Existing conditions as follows:
____ (1) The exact location, dimensions, name and description of all existing and/or recorded streets, alleys, reservations, easements, or other

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

public right-of-way (including both public and private utility lines) within the subdivision, intersecting or contiguous with its boundaries or forming such boundaries;

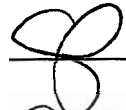
✓ (2) The exact location, dimensions, description, and flow line of existing water courses and drainage structures within the subdivision or on contiguous tracts;

✓ (3) Proposed land use of each subdivided parcel;

✓ (4) Flood hazard areas and explanatory notes.



7. The exact location, dimensions, description, and name of all proposed streets, street grades and cross sections, alleys, drainage structures, parks, other public area, reservation, easements or other rights-of-way, blocks, lots and other sites within the subdivision.



8. Date of preparation; actual and graphic scale of plat; and north arrow.



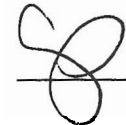
9. Draft of proposed restrictive covenants (if any) to be imposed; areas subject to special restrictions described and mapped.



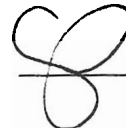
10. A number or letter to identify each lot or site on each block.



11. Building setback lines on fronts of all lots and sites. Side yard building setbacks lines at street intersections and crosswalk ways.



12. Topographic information shall include contour lines on a basis of: Five (5) vertical feet in terrain with a slope of two (2) percent or more; on (1) vertical foot in terrain with a slope of less than one (1) percent.



13. Proposed fill or other structure-elevating techniques, levees, channel modifications, and other methods to overcome flood or erosions related hazards.

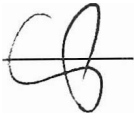


14. Designation of all land to be reserved or dedicated for open space or recreational use.



15. Vicinity sketch or map, at some appropriate scale, which clearly shows existing subdivisions, street easements, right-of-way, parks and public facilities

of water, and possible storm sewer, water, gas, electric, and sanitary sewer connections by owner.




16. Soil information.

E. Preliminary plat conforms with the Most Current Adopted Comprehensive Plan.

F. Approval of City Staff

1. The Engineering Department:

- ☒ a. Drainage
- ☒ b. **Street layout and proposed street grades**
- ☒ c. Type of paving
- ☒ d. Boundary Lines
- ☒ e. Monuments and Bench marks
- ☒ f. **Location and size of alleys**
- ☒ g. Availability of adequate water and sewer mains to the subdivision.
- ☒ h. Water system layout and fire hydrant locations.
- ☒ i. Sanitary sewer easements.
- ☒ j. Soil conditions.

2. The Building Inspector:

- ☒ a. Occupancy regulations and requirements
- ☒ b. Building lines and setback requirements.
- ☒ c. Lot and block numbers.
- ☒ d. **Street numbering layout.**
- ☐ e. Street names.

3. Fire Marshall:

- ☒ a. Fire code regulations and requirements.

4. Electric Power Department:

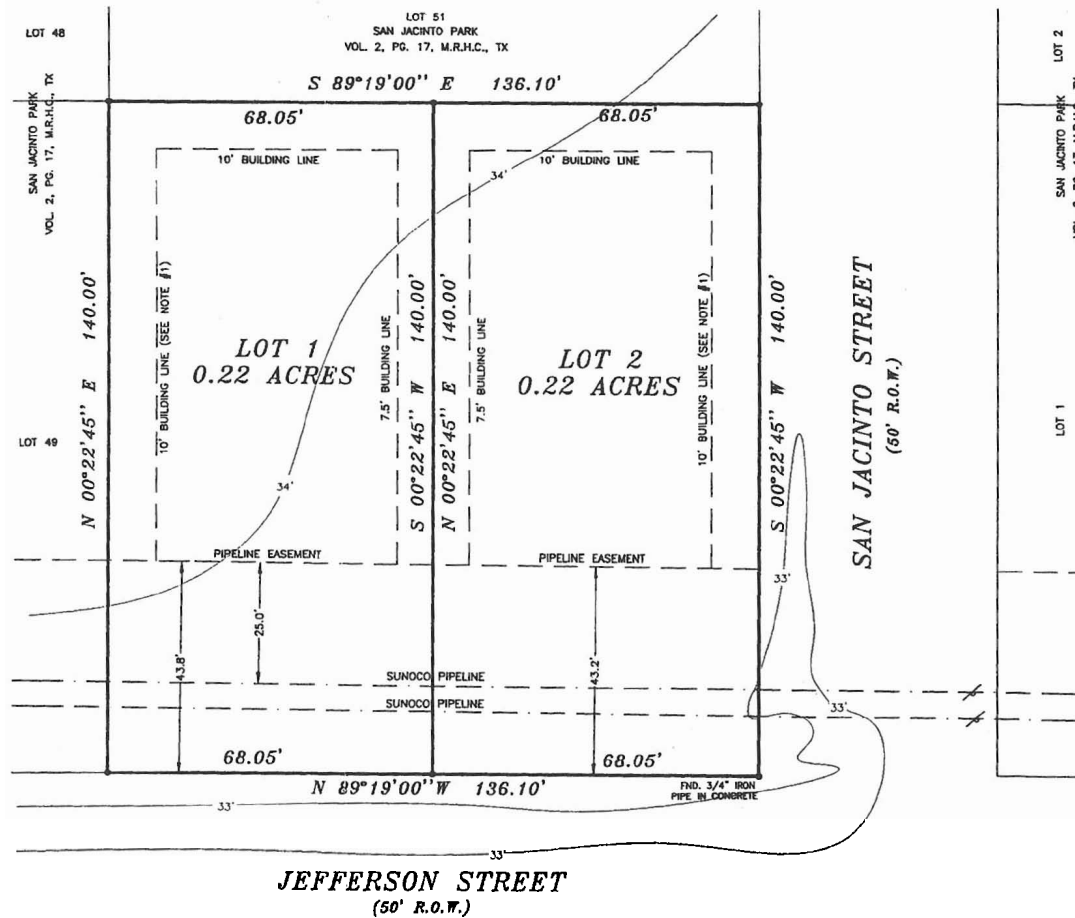
- ☒ a. **System layout and requirements.**
- ☒ b. Code regulations and requirements.

G. Comments:

MERRICK SUBDIVISION

A RE-PLAT SHOWING 0.44 ACRES SITUATED IN THE GEORGE ORR LEAGUE, ABSTRACT NO. 91, LIBERTY COUNTY, TEXAS AND BEING ALL OF LOT 50, SAN JACINTO PARK, A SUBDIVISION IN LIBERTY COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 17 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS. CONSISTING OF 2 LOTS.

REASON FOR RE-PLAT: TO MAKE TWO SINGLE FAMILY RESIDENTIAL LOTS



"EXHIBIT A"

FIELD NOTES OF A TRACT OF LAND CONTAINING 0.44 ACRES SITUATED IN THE GEORGE ORR LEAGUE, ABSTRACT NO. 91, LIBERTY COUNTY, TEXAS AND BEING ALL OF LOT 50, SAN JACINTO PARK, A SUBDIVISION IN LIBERTY COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 17 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS. SAID 0.44 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: THE WEST RIGHT-OF-WAY LINE OF SAN JACINTO STREET (60' RIGHT-OF-WAY) WAS USED FOR THE BEARING BASIS DIRECTIONAL CONTROL LINE.

BEGINNING at a 1/2" iron rod, found, in the north right-of-way line of Jefferson Street (60' right-of-way), the west right-of-way line of said San Jacinto Street, the southeast corner of said Lot 50 and for the southeast corner of the herein described tract;

THENCE, N 89°19'00" W, along the north right-of-way line of said Jefferson Street and the south line of said Lot 50, a distance of 136.10 feet to a 1/2" capped iron rod marked H&H Land, set, being the southeast corner of Lot 49 of said subdivision, the southwest corner of said Lot 50 and for the southwest corner of the herein described tract;

THENCE, N 00°22'45" E, along the common lot line of said Lot 49 and 50, a distance of 140.00 feet to a 1/2" capped iron rod marked H&H Land, set, being the common lot corner of Lot 48, 49, 50 and 51 of said subdivision and for the northwest corner of the herein described tract;

THENCE, S 89°19'00" E, along the common lot line of said Lot 50 and 51, a distance of 136.10 feet to a 1/2" capped iron rod marked H&H Land, set, in the west right-of-way line of said San Jacinto Street, the common easterly lot corner of said Lot 50 and 51 and for the northeast corner of the herein described tract;

THENCE, S 00°22'45" E, along the west right-of-way line of said San Jacinto Street and the east line of said Lot 50, a distance of 140.00 feet to the "Point of Beginning" and containing 0.44 acres of land, more or less.

Surveyed: May 5, 2007

I, Howard L. Martin, Registered Professional Land Surveyor No. 4078, do hereby declare that the foregoing field notes were prepared from a survey made on the ground by me on the date shown and that all lines, boundaries and landmarks are accurately described therein.

Howard L. Martin
R.P.L.S. No. 4078



Job No. 20714
Date: 01/23/07
lh

Packet Pg. 47

6.1.1

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Contracts

RESOLUTION 2008-3

DOC ID: 1049 A

Consider a Resolution Approving a Bridge Replacement Advanced Funding Agreement by and Between the Texas Department of Transportation and the City of Liberty; Also Authorizing the Mayor to Execute the Agreement on Behalf of the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS; SAID RESOLUTION APPROVING A BRIDGE REPLACEMENT ADVANCED FUNDING AGREEMENT BY AND BETWEEN TXDOT AND THE CITY; SAID AGREEMENT ADDRESSING THE BRIDGE LOCATED ON SANDUNE ROAD AT WOODARDS SPRING CREEK. ADDITIONALLY, SAID RESOLUTION ALSO APPROPRIATING FUNDS FOR THE PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City Council has determined that the bridge located on Sandune Road at Woodards Spring Creek has deteriorated to such a point that replacement of same is in the general public's best interest; and

WHEREAS, the Texas Department of Transportation (TXDOT) has an off system bridge replacement program that will provide replacement of this bridge and will fund said replacement at approximately 90% of a new bridge's cost; and

WHEREAS, the City Council wishes to take advantage of this program through its participation in said TXDOT bridge replacement program; and

WHEREAS, the City Council desires to appropriate funding for the City's cost portion of the bridge replacement program and authorize the Mayor to execute any and all contracts, agreements, memoranda or letters of understanding associated with it.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Liberty, Texas that:

- (1) an application and advanced funding agreement by and between the City and TXDOT for the state agency's off system bridge replacement program is hereby approved; said agreement being for the replacement of a bridge located on Sandune Road at Woodards Spring Creek.
- (2) the Mayor of the City of Liberty is hereby authorized to execute on behalf of the City any and all contracts, agreements, memoranda and/or letters of understanding.
- (3) the City of Liberty's cost share of this bridge replacement program is \$34,561.26,

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said amount being authorized for inclusion in and expenditure from the approaching fiscal year budget of 2008-2009.

- (4) the agreement herein attached is substantially in the form as attached hereto as Exhibit "A" and that said agreement and exhibit are herein incorporated into and made a permanent portion of this Resolution and the aforesaid agreement.

PASSED AND APPROVED by the City Council of Liberty, Texas on this the 12th day of February, 2008.

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

FISCAL IMPACT:

This majority of the money is not payable until fiscal year 2008-2009 and should be budgeted for that year.

RESULT:	APPROVED [6 TO 0]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Mike McCarty, Councilperson
AYES:	Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz
ABSTAIN:	Mayor Carl Pickett

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CSJ # 0920-02-078
 District # 20 BMT
 Code Chart 64 #24600
 Project: BR ()
 NBI Structure #20-146-0-C006-70-001

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the 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, Texas, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at Sandune Road and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number 110479, dated March 30, 2006; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

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:

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AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Conditions for Termination of this Agreement

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. Right of Way and Real Property

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The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

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All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services will be Provided by the State

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted

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during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP.

The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.

- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 7.8 percent.
- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the

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contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)

- a. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
- b. **Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
- c. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
- d. **Responsibilities of the Local Government on EMP(s).**
 - (1) **The Local Government shall be responsible for** all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
 - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).

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- (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP.

If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

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

State: Mr. John Barton, P.E., District Engineer
 Texas Department of Transportation
 8350 Eastex Freeway
 Beaumont, Texas 77708

Local Government: Honorable Carl Pickett
 Mayor, City of Liberty, Texas
 1829 Sam Houston
 Liberty, Texas 77575

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

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16. 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 and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

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

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

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22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. Civil Rights Compliance

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

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27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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

THE LOCAL GOVERNMENT

By: _____
 Signature

 Honorable Carl Pickett
 Printed Name of Signatory

Title: _____
 Mayor, City of Liberty, Texas

Date: _____

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

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THE STATE OF TEXAS

Executed for the Executive Director 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.

By: _____
William R. Cox, PE
Director, Bridge Division

Date: _____

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

CSJ # 0920-02-078
District # 20 BMT
Code Chart 64 #24600
Project: BR ()
NBI Structure #20-146-0-C006-70-001

ATTACHMENT A

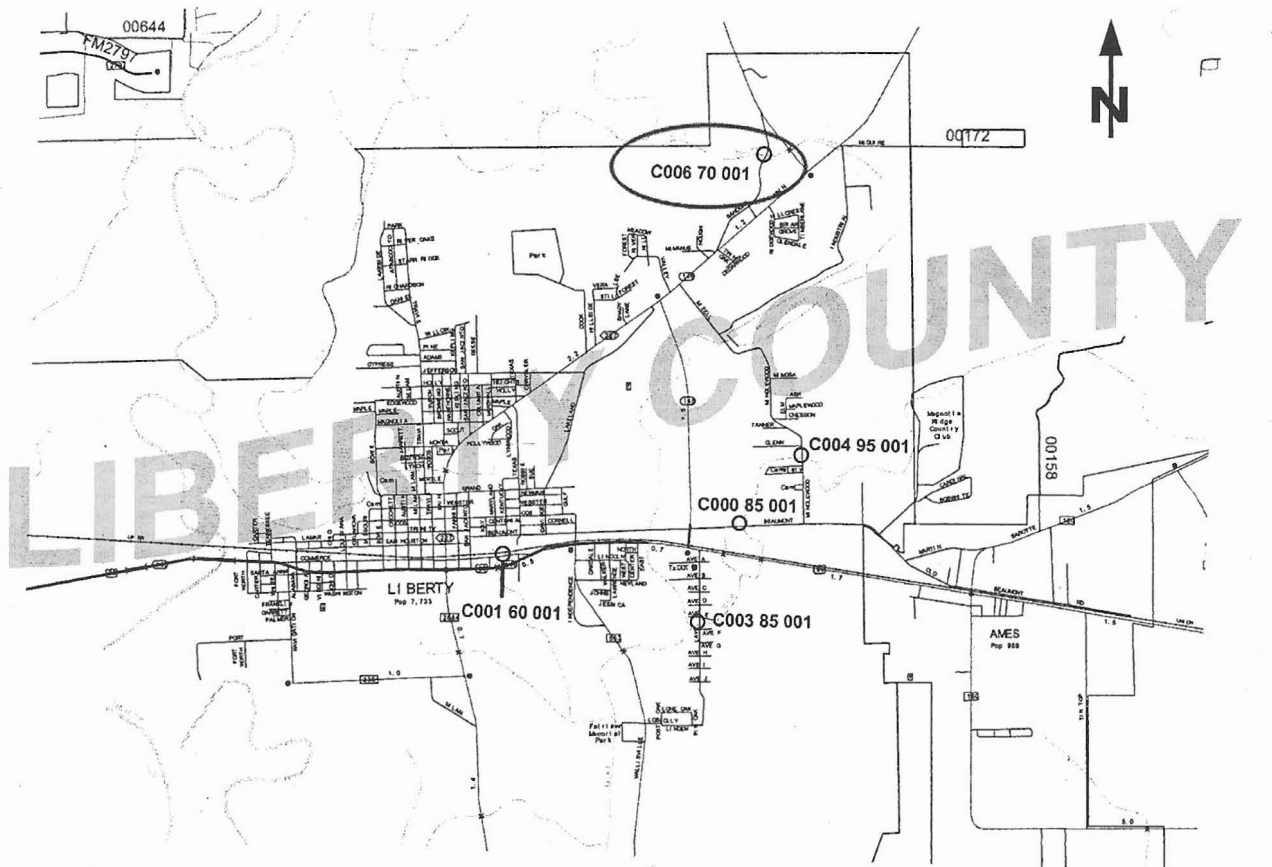
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

CSJ # 0920-02-078
 District # 20 BMT
 Code Chart 64 #24600
 Project: BR ()
 NBI Structure #20-146-0-C006-70-001

ATTACHMENT B

PROJECT LOCATION MAP



Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)**

[illegible]

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

CSJ # 0920-02-078
 District # 20 BMT
 Code Chart 64 #24600
 Project: BR ()
 NBI Structure #20-146-0-C006-70-001

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$ 70,000.00	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		(3) \$ 5,460.00
Construction	\$306,820.00	
Engineering and Contingency (E&C)	\$ 66,273.12	
The Sum of Construction and E&C	(2) \$373,093.12	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$ 29,101.26
Amount of Advance Funds Paid by Local Government *		(5) - 0 -
Amount of Advance Funds to be Paid by Local Government *		(6) \$ 34,561.26
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) N/A
Total Project Direct Cost	(1+2) \$443,093.12	
* Credited Against Local Government Participation Amount		
If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.		N/A

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

1028

This resolution and agreement are a requirement of the Economically Disadvantaged Counties Program in regard to the replacement of the bridge on Sandune Road at Woodards Spring Creek. TXDOT will fund 90% of the cost; leaving the City's matching fund requirement in the amount of \$34,561.26.

D. Tidwell

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

1036

This bridge replacement program was brought before Council recently with the approval of \$5,460.00 to be expended from the current street maintenance budget. The remaining balance of \$29,101.26 will need to be budgeted from the 08-09 budget and made payable once the project nears completion.

N. Herrington

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)


The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Fire & EMS
Category: Grants

RESOLUTION 2008-4

DOC ID: 1034

Consider Approval of the Local Match for a Mobile Fire Trainer for the Liberty Fire Department Through the Assistance to Firefighters Grant (FEMA).

The Liberty Fire Department applied for a grant in January 2007 through the Assistance to Firefighters Grant (FEMA). We were recently notified that our grant was under review for approval and that it was favorable among the panel of peers. At this time the Liberty Fire Department has no way of training our firefighters in live fire training evolutions. This Mobile Fire Trainer will be an economical way of training our firefighters, without having to leave our community. The annual cost to operate the Mobile Fire Trainer will be approximately \$2,500.00, which is a fraction of the cost to rent a burn facility at a certified fire training field. The Mobile Fire Trainer will be a clean burning system, utilizing propane and non-hazardous smoke to simulate real life firefighting situations.

FISCAL IMPACT:

The total for this grant is \$415,845.00, with The City of Liberty being responsible for \$20,782.00 of this total, and the federal share is \$395,063.

RESULT:	APPROVED [UNANIMOUS]
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

Mobile FIRETRAINER® ML-1000

Prices

31 January 2007

Mobile FIRETRAINER® ML-1000

\$ 369,000

Including:

- 48-ft long custom fire training trailer
- 2 propane-fueled, PLC computer controlled AquaMesh™ fires
w/ two distinct training modes: *fully automatic agent
detection mode and manual operator control mode*
- 5 interchangeable multi-prop mockups
- Flashover-rollover effect
- Smoke generator system
- Choice of tethered or wireless controls
- Retractable 2nd story room, with electric winch system
- Full internal staircase with door
- Pitched roof ventilation prop
- Interior movable walls
- Full stainless steel thermal lining heat shield system
- 100% welded stainless steel diamond plate floors and roof
- 200 gal. on-board propane storage supply system
- On-site start-up and operation/maintenance training
- Operation & maintenance manual
- NRTL certification per NFPA 1402 
- 1-year parts warranty (phone support & corrective parts)
- 24/7 technical phone support

Optional Items:

(other options available)

Now Available

15 ft. Slide-Out Section

\$ 55,000

for increased training space

3-day "Train-the-Trainer" course at your site

\$ 14,900

conducted by 2 certified instructors for up to 12 students,
includes "Train-the-Trainer" coursework materials kit

Added Realism

Fully Integrated Sound System

\$ 9,800

ambient, effect, and instructor-driven sounds

3rd fire in 2nd story room

\$ 18,000

Exterior Hoseline FIRETRAINER® O-100, 4' x 6' burn area

\$ 13,995

Great Prop!

Forcible entry door prop

\$ 2,950

Exterior staircase to roof

\$ 6,000

Other fees to consider:

Budgetary shipping estimates from Montvale, NJ 07645

500 miles:	\$	3,000
1500 miles:	\$	5,000
3000 miles:	\$	8,000

Sales Tax- State, County or City

If applicable

Travel, Grant Writing Assistance, other Costs

If applicable

*Terms: Prices FOB Montvale, NJ 07645.**Prices exclude applicable taxes, fees, and bonds.*

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

Mobile Fire Trainer ML-1000 or T-4000 (2-fire)
OPERATION AND MAINTENANCE COSTS - PROPANE

Fireplace	CONSUMABLES										MATERIAL				Total Cost
	3-min. Fuel Flow LPG Units	Fuel Flow Gallons	Annual Gallons	Scenario Cost	Annual Cost	Annual Bottles	Annual Span Gas Refill Cost	Annual Smk Fluid Drums	Annual Cost Consumables	Ann. Preventive Maint. Parts	Ann. Corrective Maint. Parts	Annual Cost Material			
Fireplace 1	46	cu. ft.	1.27	633	\$2.85	\$1,423	1	\$150	1/6	\$204	\$1,778	\$335	\$200	\$535	\$2,313
Fireplace 2	46	cu. ft.	1.27	633	\$2.85	\$1,423	1	\$150	1/6	\$204	\$1,778	\$335	\$200	\$535	\$2,313
SUBTOTAL			2.53	1,265	\$5.69	\$2,847	2	\$300	1/3	\$408	\$3,555	\$670	\$400	\$1,070	\$4,625
Percent of Subtotal						61.55%		6.49%		8.83%	76.87%	14.49%	8.65%	23.13%	100%

Annual No. of Fireplace Burns 500
BTU per Cubic Foot 2,522
BTU per Gallon 91,690

Type II Smoke Fluid Cost Per Drum \$1,225
Propane Price Per Gallon \$2.25
Span Gas Refill Cost \$150

- Notes:
- 1) 500 burns per year for each fireplace is assumed.
 - 2) Span Gas (1% propane) is required to calibrate propane sensors.
 - 3) 3 minute burn per Fireplace
- 3) Kidde Type II Smoke Fluid cost is based on:
a) 55 gallon drum price = \$975
b) Shipping charge = \$250







Homeland Security

Office for Domestic Preparedness

Assistance to Firefighters Grant Program



AFG Success Stories

- ★ Home
- ★ Fire Prevention & Safety Grants
- ★ Press Releases
- ★ Guidance Documents
- ★ Award Announcements
- ★ E-Grant Application
- ★ Workshop Presentation
- ★ Workshop Listings
- ★ Application Tutorial
- ★ FAQs
- ★ AFG Success Stories
- ★ Application Results
- ★ Subscribe To Newsletters
- ★ Contact Us

Maui County Fire Department, Maui, Hawaii

What They Bought With the Grant:

- Live burn trailer for training firefighters

How the Grant Has Helped:

Maui's live burn trailer, which was purchased through a 2002 AFG Program grant, is providing firefighters in Hawaii with invaluable hands-on training experiences. With the trailer, Maui's rescuers practice firefighting skills in live fire-burning conditions as opposed to simulations and videotapes. The trailer, nicknamed Malama, also keeps the firefighters safer as they train because it provides a carefully controlled environment for the live burn, which can be shut down completely should the situation become too dangerous.



Malama, Maui County Fire Department's live burn trailer, provides hands-on training experiences for firefighters.

Because the trailer can be transported from station to station, a large number of firefighters can receive the training while they are on duty. A barge can transport the trailer to other islands to offer this critical live burn training experience to as many firefighters as possible.

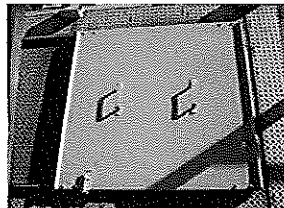
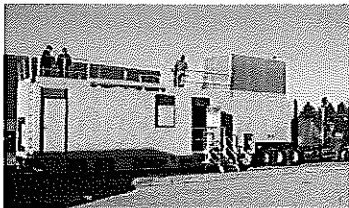
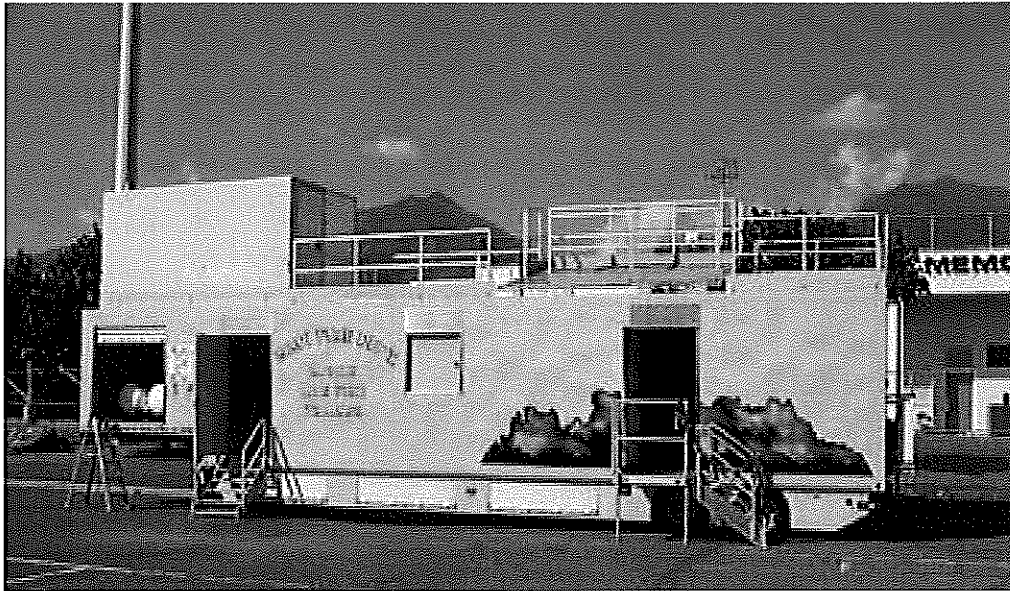
[Story Index Page](#)

[Next Success Story](#)

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

Maui Fire Department

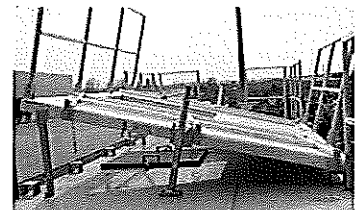
Kahului, Hawaii, USA



Roof Hatch



Rear



Inclined Roof Ventilation Prop

Mobile Structural FIRETRAINER® ML

- 4 Movable Walls
- Vertical Ladder To Roof Hatch
- Inclined Roof Ventilation Prop
- Collapsible 2nd Floor With Interior Staircase
- Four Doorways
- Two Shuttered Windows
- Dual-axle Trailer
- Two Fires With Interchangeable Prop Design
- Flashover
- Two Smoke Generators

Completed: December 2003

Fueled by: Propane

1035

In the 07-08 budget the Fire Department was authorized to purchase a Life-Pak Monitor in the amount of \$15,000, expended from the Capital Reserve Fund. At this time, the Fire Department has two of these monitors in service and is requesting that the budgeted funds for this new monitor be applied towards the funding of this grant.

This would leave a remaining balance of approximately \$6,000 on this grant. From this same fund the purchase of two vehicles were approved by Council, have been purchased and are now in service. With the purchase of these vehicles coming in under budget, in the amount of \$13,500, I recommend that the Fire Department be allowed to use the remaining funds towards the City's matching share of \$20,782.00.

N. Herrington

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Elections

RESOLUTION 2008-5

DOC ID: 1045

Consider Approval of an Interlocal Agreement with Liberty County Hospital District Number 1 for Joint Elections.

INTERLOCAL GOVERNMENT AGREEMENT Joint Elections

This agreement is entered into this ____ day of February 2008, by and between the City of Liberty, Texas (the "City"), and the Liberty County Hospital District Number 1 (the "District").

WHEREAS, the City and the District will conduct general and special elections of the May uniform election date of each year; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the votes of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the City and the District under the following terms and conditions, and the parties hereto agree with said conditions:

1. That the joint election conducted by the City and the District will be conducted at the Humphreys Cultural Center located at 1710 Sam Houston, Liberty, Texas on the uniform election date in May of each year or until another uniform election date or location is mutually agreed upon by the parties.
2. That the City and the District will not consolidate election ballots.
3. That the City and the District may both share election judges or workers, but each entity will be responsible for securing qualified individual to serve in those positions.
4. That early voting will not be consolidated.
5. That the City and the District will each be responsible for providing electronic voting machines to their respective voters.
6. That the City and the District will each be responsible for the preparation, publication, and Spanish translation of its own Notice of Election, Order of Election, and ballots.
7. That the City and the District will each be responsible for their respective costs and expenses of the election process.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

8. That each entity will be responsible for its own submissions to the U.S. Department of Justice for preclearance under the Federal Voting Rights Act, if any.
9. That the financial obligations of the parties hereto are payable from current revenues of the respective parties that have been budgeted and appropriated for the purposes set forth herein.
10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and the signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVE AND AGREED this _____ day of February 2008.

CITY OF LIBERTY

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

LIBERTY COUNTY HOSPITAL DISTRICT
NUMBER 1

Bruce Stratton, President

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Charles McGuire, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

1031

In 2007, the City entered into an Interlocal Agreement with LISD to hold joint elections on the uniform election day in May. The proposed agreement with the Liberty County Hospital District Number 1 is essentially the same as the one executed with LISD. There will be no sharing of election workers, ballots, ballot boxes, or other relevant election materials. These agreements are solely for the use of a common polling place.

D. Tidwell

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Election

ORDINANCE 2008-1

DOC ID: 1043

Consider Adoption of an Ordinance Ordering a General Election to be Held in the City of Liberty on Saturday, May 10, 2008.

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 10TH DAY OF MAY, 2008; AUTHORIZING A JOINT ELECTION WITH THE LIBERTY INDEPENDENT SCHOOL DISTRICT AND LIBERTY COUNTY HOSPITAL DISTRICT NUMBER 1; DESIGNATING THE POLLING PLACES AND APPOINTING ELECTION OFFICIALS FOR SUCH ELECTION; PROVIDING PAY RATES FOR ELECTION OFFICIALS; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR THE NOTICE OF ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS:
Section 1.

It is hereby ordered that a General Election be held in the City of Liberty, Texas on the second Saturday in May, the 10th day of May, 2008, at which election the qualified voters of the City will elect three (3) Council Members, which are all at-large positions.

Section 2.

That the election be held jointly with the election of the Liberty Independent School District and the Liberty County Hospital District Number 1 per the terms of the Interlocal Agreement dated January 30, 2007 and the Interlocal Agreement dated February 12, 2008, respectively.

Section 3.

The present boundaries of the City constitute one election precinct, and the polls shall be open for voting from 7:00 a.m. until 7:00 p.m. at the following polling place, and the following are hereby appointed officers to conduct the election at said polling place:

POLLING PLACE:

Geraldine Humphreys Cultural Center

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

1710 Sam Houston Street
Liberty, Texas 77575

ELECTION OFFICERS:

Barbara Van Deventer, Presiding Judge
1410 Webster, Liberty, Texas 77575

Larry Wagon, Alternate Presiding Judge
1405 Hawthorne, Liberty, Texas 77575

The City Secretary is hereby authorized and directed to provide a copy of the Ordinance to the judge as written notice of their appointment as required by Section 32.009 of the Texas Election Code.

The Presiding Judge shall have the authority to appoint no more than five (5) clerks to assist in the holding of such election, but in no event shall the Presiding Judge appoint less than two clerks. Said election officers are hereby designated to also serve as the Early Voting Ballot Board for the purpose of canvassing the early votes by mail and by personal appearance. The Presiding Judge of such election shall also serve as the Presiding Officer of the Early Voting Ballot Board.

The Election Judge and clerks shall be compensated at an hourly rate of \$8.50 as provided by Title 3, Section 32.091(A) of the Texas Election Code. The Election Judge shall be compensated in the amount of \$25.00 for the delivery of election equipment and supplies as provided by Title 3, Section 32.901(a) of the Texas Election Code, if such delivery is necessary.

Section 4.

The City Secretary is designated the Early Voting Clerk and the appointment of a deputy clerk or clerks for early voting, by the City Secretary, shall be in accordance with Section 83.001 et seq. of the Texas Election Code. The location for early voting for such election is hereby designated as:

City Hall
City of Liberty
1829 Sam Houston Street
Liberty, Texas 77575

Early voting by personal appearance shall begin on April 28, 2008 and end on May 6, 2008. Early voting by personal appearance shall be conducted during the regular business hours of the City Secretary's Office which are from 7:30 a.m. until 5:30 p.m.

Monday thru Thursday; and from 7:30 a.m. until 1:00 p.m. on Friday. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays; therefore, the early voting by personal appearance shall be conducted for 12 hours on Tuesday, April 29, 2008 and Tuesday, May 6, 2008.

The election clerk's address to which ballot applications and ballots voted by mail may be sent is: 1829 Sam Houston Street, Liberty, Texas 77575. The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

Section 5.

All ballots shall be prepared in accordance with the Texas Election Code. Paper ballots shall be used for early voting by mail and paper ballots and the eSlate Direct Recording Electronic (DRE) Voting System shall be used for early voting by personal appearance and voting on Election Day. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for early voting for said election.

All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials is hereby authorized.

Section 6.

The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

Section 7.

Notice of this election shall be published in the official newspaper of the City not earlier than the 30th day or later than the 10th day before election day, and shall be posted in the place used to post notice of City Council Meetings not later than the 21st day before election day, in accordance with the provisions of the Texas Election Code.

Section 8.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

Section 9.

This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 12th day of February, 2008.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louie Potetz, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

1032

THIS ORDINANCE CALLS FOR THE CITY'S GENERAL ELECTION TO BE HELD ON THE UNIFORM ELECTION DATE IN MAY (May 10, 2008) AND ADDRESSES ALL NECESSARY ISSUES TO BE APPROVED BY COUNCIL RELATIVE TO THE CONDUCT OF AN ELECTION; ELECTION OFFICIALS, COMPENSATION RATES, ETC.

THOSE MEMBERS WHOSE TERM EXPIRE ARE:

MAYOR CARL PICKETT

COUNCIL MEMBERS: MIKE McCARTY, CHARLES McGUIRE, LOUIE POTETZ

D. TIDWELL

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Elections

RESOLUTION 2008-6

DOC ID: 1046

Consider Approval of Some or All of the Proposed Charter Amendments As Recommended by the 2007 Charter Review Commission.

The following are proposed revisions by the
Year 2007 Charter Revision Committee for the Charter, City of Liberty, Texas
for consideration by the City Council of Liberty, Texas.

Respectfully,

Cathy Harbour, Frank Jordan, Ron Mayo, Mark Morefield, Patricia Watson, Members

CHARTER - CITY OF LIBERTY - Code of Ordinances

Charter Revision Committee Report - 2007

The Charter Revision Committee presents the following proposed changes to the Liberty City Council for review and consideration to revise the Charter of the City of Liberty

Sec. 3.02. Qualifications

An addendum to the sentence as shown by underline:

“A person also must meet the following requirements to be eligible to be a candidate for or elected or appointed to, or to remain in the office of mayor or councilperson: be a United States citizen; be a qualified voter; not have been determined mentally incompetent by a final judgment of a court of proper jurisdiction; not have been finally convicted of a felony from which the person has not been pardoned or otherwise released from resulting disabilities; or convicted in a felony or in a crime involving moral turpitude from which the person has not been pardoned or otherwise released from resulting disabilities.”

Sec 3.05 Vacancies - Review with Alternatives for Consideration

“When a vacancy occurs in the city council, the remaining members of the council shall within ten (10) days, appoint a qualified person to fill the unexpired term. However, the city council shall not appoint more than one (1) councilman in any twelve-month period, and in case a vacancy has been filled by the city council within twelve (12) months prior to the subsequent vacancy, or if more than one (1) vacancy occurs at the same time, or before a prior vacancy has been filled, the city council shall call a special election within ten (10) days from the date of the last vacancy, to be held on the first uniform election date which permits compliance with all procedural requirements of V.T.C.A., Election Code. An election is not required if a regularly scheduled election is to be held within ninety (90) days of the time of a

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

vacancy. If a vacancy in the office of mayor occurs, and such vacancy is filled by an elected councilperson, then such designation is not considered an appointment for purposes of determining if an election is required.”

The Liberty City Council in the most recent vacancy raised the issue of filling a vacancy by a majority or plurality vote of the remaining members and mayor. The Charter Revision Committee has reviewed the procedures of surrounding municipalities and the present Liberty Charter provision and offer the following background and recommendations:

Fact Situation: (The below assume all six remaining council members vote)

1. With a resignation, there are six remaining members including the mayor, making tie votes a possibility for replacement council members.
2. Texas now has special elections only every 180 days instead of 90 days when the present Liberty Charter was approved, making vacancies filled by special election possibly almost 6 months from the point of a council vacancy.
3. No wording clarifies whether a majority is required of remaining council members (4 to 2 minimum) or a plurality (3 to 2 to 1 minimum) if more than two replacement candidates are being voted on by remaining council members. The present Liberty City Council procedure utilized in the three most recent vacancy situations was by majority vote, although the former City Attorney has stated in a Liberty City Council meeting either majority or plurality is legal if specified in the Liberty City Charter. No inquiry as to legality beyond this verbal opinion has been obtained.
4. No reviewed municipalities utilize plurality alone specifically in the charters, but three, including Liberty, do not specify majority or plurality. Three municipalities are specific as to majority vote appointments, while four others are specific in special elections only. To maintain the voting ethic and precedent of majority elections and the precedents of the most recent three appointments for vacancies on the Liberty City Council, the majority vote is the preferred method to properly reflect the wishes of the majority of remaining elected Council members; a procedure also adopted by most surrounding municipalities. (Municipalities reviewed included Alvin, Bridge City, Cleveland, Denton, Friendswood, Gainesville, Ingleside, Kerrville, Liberty and Lockhart)

Note: In Liberty, Texas, assuming a contested election, the three candidates receiving the most votes are elected, same appearing to be a form of plurality for the three positions; however, in concept the three candidates receiving the most votes are each receiving a majority vote individually in the contested election. In contrast, in filling a single vacancy on the Liberty City Council, only one candidate is to be chosen and a majority vote for the one candidate is indicated as appropriate based on both local precedent and generally accepted practices of similar Texas municipalities.

The present Liberty City Charter provision relating to vacancies is as follows:

Sec 3.05 Vacancies - Review with Alternatives for Consideration

“When a vacancy occurs in the city council, the remaining members of the council shall within ten (10) days, appoint a qualified person to fill the unexpired term. However, the city council shall not appoint more than one (1) councilman in any twelve-month period, and in case a vacancy has been filled by the city council within twelve (12) months prior to the subsequent vacancy, or if more than one (1) vacancy occurs at the same time, or before a prior vacancy has been filled, the city council shall call a special election within ten (10) days from the date of the last vacancy, to be held on the first uniform election

date which permits compliance with all procedural requirements of V.T.C.A., Election Code. An election is not required if a regularly scheduled election is to be held within ninety (90) days of the time of a vacancy. If a vacancy in the office of mayor occurs, and such vacancy is filled by an elected councilperson, then such designation is not considered an appointment for purposes of determining if an election is required.”

A suggested amended Sec. 3.05 with proposed new wording in italics is as follows:

“Sec. 3.05. Vacancies.

When a vacancy occurs in the city council by refusal to accept, failure to qualify, death, resignation, or otherwise; the remaining members of the council, shall, within thirty (30) days after the next regularly scheduled city council meeting, appoint a qualified person to fill the unexpired term from submissions in writing within fifteen (15) days of request by the city council for vacancy applicants of qualified interested parties to the city council. The city council remaining members and mayor also may present submissions in writing within fifteen (15) days of request by the city council for vacancy applicants of qualified interested parties and prior to the first vote by council remaining members and mayor on properly qualified vacancy applicants.

From submissions properly submitted by or on behalf of qualified interested parties, nominations will be made by council remaining members or mayor, with a second required by a council remaining member or mayor for an applicant to be voted on by the city council remaining members and mayor to fill the vacancy. A public voice vote by each of the city council remaining members and mayor will be taken by the mayor of properly nominated and seconded applicants to fill the unexpired term. If no properly nominated and seconded applicant receives a majority vote on the first ballot, subsequent votes may be taken until a majority vote selects a replacement.

If for any reason an appointment of a properly submitted, nominated and seconded applicant is not made by a majority decision of remaining council members within the thirty (30) day period after the next regularly scheduled city council meeting from properly submitted applicants, the city council shall call a special election within sixty (60) days from the date of the vacancy, to be held on the first uniform election date which permits compliance with all procedural requirements of the V.T.C.A., Election Code. An election is not required if a regularly scheduled election is to be held within ninety (90) days of the time of a vacancy. If a vacancy in the office of mayor occurs, and such vacancy is filled by an elected councilperson, then such designation is not considered an appointment for purposes of determining if an election is required. (Ord. No. 910, § 1, 5-11-99)

Sec. 3.09. Rules of procedure.

A correction of a misspelled word - 4th sentence of 1st paragraph
“The ~~date~~ vote upon the passage...”

Sec. 3.11. Official bonds for city employees

A correction of sentence typing with strikethroughs of existing wording and italics for revision:

“The city manager and the city secretary and such other city officers and employees as the city council ~~may~~ *shall* require, ~~shall~~ *shall* before entering upon the duties...”

No efforts were made by the Charter Revision Committee to present corrections of “Editor’s note” inserts in the City Charter of Liberty, Texas or “State law reference” inserts in the Charter of the City of Liberty, Texas. However, in “Article 5. NOMINATIONS AND ELECTIONS, Sec. 5.01. Elections generally;” in Editor’s note, the Editor’s note erroneously states the controlling state law provides that the election shall be held on the first Saturday in May, when in fact it should state the second Saturday in May.

Respectfully submitted for further review and consideration by the City Council of the City of Liberty, Texas this 22nd day of April, 2007

Charter Revision Committee of the City of Liberty for the year 2007

Cathy Harbor: _____ signed _____

Frank Jordan: _____ signed _____

Ron Mayo: _____ signed _____

Mark Morefield: _____ signed _____

Patricia Watson: _____ signed _____

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

Explanation

Should Council approve the proposed amendments to the City Charter, a special election will need to be ordered to take these amendments to the voters for approval or disapproval.

D. Tidwell



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Election

ORDINANCE 2008-2

DOC ID: 1047

Consider Adoption of an Ordinance Ordering a Special Election to be Held on Saturday, May 10, 2008 for Voter Consideration of Proposed Amendments to the City's Home Rule Charter.

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON THE 10TH DAY OF MAY, 2008; FOR THE PURPOSE OF VOTER CONSIDERATION OF PROPOSITIONS AMENDING THE HOME RULE CHARTER; DESIGNATING THE POLLING PLACES AND APPOINTING ELECTION OFFICIALS FOR SUCH ELECTION; PROVIDING PAY RATES FOR ELECTION OFFICIALS; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR THE NOTICE OF ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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.

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

Section 1.

It is hereby ordered that a Special Election be held in the City of Liberty, Texas on the second Saturday in May, the 10th day of May, 2008, pursuant to the laws of the State of Texas, and such election shall provide for voting "for" or "against" amendments to the City of Liberty Home Rule Charter. See Exhibit "A" - Proposed Charter Amendments.

Section 2.

The present boundaries of the City constitute one election precinct, and the polls shall be open for voting from 7:00 a.m. until 7:00 p.m. at the following polling place, and the following are hereby appointed officers to conduct the election at said polling place:

POLLING PLACE:

Geraldine Humphreys Cultural Center
1710 Sam Houston Street
Liberty, Texas 77575

ELECTION OFFICERS:

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

Barbara Van Deventer, Presiding Judge
1410 Webster, Liberty, Texas 77575

Larry Wagon, Alternate Presiding Judge
1405 Hawthorne, Liberty, Texas

The City Secretary is hereby authorized and directed to provide a copy of the Ordinance to the judge as written notice of their appointment as required by Section 32.009 of the Texas Election Code.

The Presiding Judge shall have the authority to appoint no more than five (5) clerks to assist in the holding of such election, but in no event shall the Presiding Judge appoint less than two clerks. Said election officers are hereby designated to also serve as the Early Voting Ballot Board for the purpose of canvassing the early votes by mail and by personal appearance. The Presiding Judge of such election shall also serve as the Presiding Officer of the Early Voting Ballot Board. These duties will be filled by the same judge and clerks appointed for this purpose in the city's general municipal election, also held on May 10, 2008.

The Election Judge and clerks will be the same election officials as those used in the city's general municipal election, also held on May 10, 2008, and shall be compensated as provided by Title 3, Section 32.091(A) of the Texas Election Code. These officials shall be compensated at an hourly rate of \$8.50. The judge and clerks employed for these elections shall be compensated one time for the conduct of both elections.

Section 3.

The City Secretary is designated the Early Voting Clerk and the appointment of a deputy clerk or clerks for early voting, by the City Secretary, shall be in accordance with Section 83.001 et seq. of the Texas Election Code. The location for early voting for such election is hereby designated as:

City Hall
City of Liberty
1820 Sam Houston Street
Liberty, Texas 77575

Early voting by personal appearance shall begin on April 29, 2008 and end on May 6, 2008. Early voting by personal appearance shall be conducted during the regular business hours of the City Secretary's Office which are from 7:30 a.m. until 5:30 p.m. Monday thru Thursday; and from 7:30 a.m. until 1:00 p.m. on Friday. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if

the early voting period consists of six or more weekdays; therefore, the early voting by personal appearance shall be conducted for 12 hours on Tuesday, April 29, 2008 and Tuesday, May 6, 2008.

The election clerk's address to which ballot applications and ballots voted by mail may be sent is: 1829 Sam Houston Street, Liberty, Texas 77575. The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

Section 4.

All ballots shall be prepared in accordance with the Texas Election Code. Paper ballots shall be used for early voting by mail and paper ballots and the eSlate Direct Recording Electronic (DRE) Voting System shall be used for early voting by personal appearance and voting on Election Day. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for early voting for said election.

All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials is hereby authorized.

Section 5.

The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

Section 6.

Notice of this election shall be published in the official newspaper of the City not earlier than the 30th day but before the 10th day before election day, and shall be posted in the place used to post notice of City Council Meetings not later than the 21st day before election day, in accordance with the provisions of the Texas Election Code.

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

Section 8.

This ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty,

this the 12th day of February, 2008.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Al Simonson, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

1034

THE ATTACHED ORDINANCE CALLS FOR A SPECIAL ELECTION TO BE HELD, IN CONJUNCTION WITH THE MAY GENERAL ELECTION, FOR VOTER APPROVAL OR DISAPPROVAL OF AMENDMENTS TO THE CITY'S HOME RULE CHARTER. THIS ELECTION WILL TAKE TO THE VOTERS AMENDMENTS AS PROPOSED BY THE 2007 CHARTER REVIEW COMMITTEE.

THIS ORDINANCE ADDRESSES ALL NECESSARY ISSUES TO BE APPROVED BY COUNCIL RELATIVE TO THE CONDUCT OF AN ELECTION.

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/08 06:00 PM

Department: Administration
Category: Expenditures

RESOLUTION 2008-7

DOC ID: 1048 A

Consider Approval of the City's Share of the Total Cost of the Humphreys Cultural Center Expansion Project.

City Manager Ron Wood will provide a handout at the council meeting.

FISCAL IMPACT:

No financial impact at this time.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles McGuire, Councilperson
SECONDER:	Mike McCarty, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, McGuire, Simonson, Potetz

Minutes Acceptance: Minutes of Feb 12, 2008 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/11/08 06:00 PM

Department: Inspection
Category: Variance Requests

RESOLUTION 2008-1

DOC ID: 1051 A

Consider a Resolution Approving a Variance Request to Place a Structure in a Designated Floodway in the South Liberty Oilfield.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY GRANTING A LIMITED VARIANCE TO ORDINANCE NUMBER 788 REGARDING FLOODPLAIN MANAGEMENT FOR THE CITY OF LIBERTY, DATED July 12, 1988

WHEREAS the requested variations are within the jurisdiction of the City of Liberty, and the City of Liberty has authority under Ordinance Number 788 to grant the requested variation;

WHEREAS, the subject property described below, has an elevation sufficient for the granting of this variance according to Ordinance Number 788 and other City and Federal Emergency Management Agency ("FEMA") regulations.

WHEREAS the requested variations are in harmony with the general purpose and intent of the Floodplain Management Plan for the City of Liberty;

WHEREAS the grant of relief in the captioned Resolution represents a grant of relief to a person or persons from the requirements of this ordinance because specific enforcement would result in unnecessary hardship. This variance, therefore permits, as limited herein, development in a manner otherwise prohibited by this ordinance;

WHEREAS; the Federal Emergency Management Agency ("FEMA") has given verbal indication to the City Attorney and to the Applicant's Attorney that the granting of this ordinance meets its requirements for a variance due to the elevation of the site on which the variance is to be granted;

WHEREAS the Applicant owns, more or less, five thousand (5,000) contiguous acres of land, many of or all of which exist in the FEMA designated floodplain and/or floodway;

WHEREAS, the Applicant has to date, and has committed in the future to purchase additional land in the floodway and floodplain contiguous to the land subject to this variance, and has to committed neither to attempt nor permit any future development, including residences or other buildings in the FEMA designated floodplain and/or floodway within the city limits of the City of Liberty with the exception of the specific structures made the subject of this ordinance, to wit, structures illegally moved onto or built in the FEMA designated floodplain and/or floodway by Applicant onto the property described more specifically below (see photographs attached hereto as Exhibit B identifying said structures);

WHEREAS the Applicant has, with humanitarian consideration to individuals who have resided and who continue to reside on the subject land in the FEMA designated floodplain and/or floodway permitted said residents to stay on his property, but upon those individuals departure from the FEMA designated floodplain and/or floodway, has demolished said residences and has not allowed new tenants to reside in any remaining structures, thereby reducing the total population of people and structures in the FEMA designated floodplain and floodway. The result of the demolition of abandoned residences and the prohibition of the habitation of existing or new residences on Applicant's property has had the result of reducing the population and development in the FEMA designated floodway and/or floodplain. Said actions may be in helpful in the City's stated goals in its Comprehensive Plan for that area as adopted by the City Council of the City of Liberty;

WHEREAS the Applicant has moved or caused to be moved one structure onto the subject property after being told that a permit would not be issued for such action. The Applicant has built a barn/outbuilding without permits from the City of Liberty and in contravention of the Ordinances of the City of Liberty, and continued such construction after notification that such construction required a building permit from the City of Liberty;

WHEREAS the Applicant now seeks permits for the structures existing on the land described as:

Three (3) acres of land, more or less, in the DAVID MINCHEY LEAGUE, Abstract 85, being that certain seven (7) acres conveyed to James F. Weed by O.A.Schade by deed dated May 8, 1906, recorded in Volume 16, Page 318 of the Deed Records of Liberty County , Texas, reference to which is made, Less 2 ½ acres conveyed by James F. Weed to Molly Eastham by deed dated May 14, 1906, and less .78 acres conveyed by James F. Weed to E.B. Pickett by deed dated March 10, 1921, and less .77 acres conveyed by James F. Weed to J.C. Baldwin by deed dated March 10, 1921.

WHEREAS, the Applicant, through the acknowledgement attached to this resolution acknowledges that development of property within the city limits of the City of Liberty requires permitting as currently required or as may be required by this or a future City Council of the City of Liberty. The Applicant further agrees not to further develop property in the FEMA designated floodway or floodplain within the City of Liberty without said permitting, and agrees not to develop the area without said permitting and subsequently seek a hardship permit as Applicant has in this instance.

RESOLUTION

Now therefore be it resolved that the request for a building permit for the two structures described in the findings of this resolution (with photographs attached hereto as Exhibit B for identification purposes), and discussed in the hearing be granted so as to permit electricity connection to the proposed structures in accordance with the Application for Variance made as part of the findings (the "Application");

Be it further resolved that the foregoing variations are expressly subject to and contingent upon the following conditions and provisions:

1. All construction shall meet all building, subdivision, and development codes of the City of Liberty. The structure constructed on the three acre real property tract described more fully above, as well as any future development to be constructed on the applicant's property within the City of Liberty shall be constructed in strict accordance with the Codes and Ordinances, including the building codes and subdivision codes, as they are interpreted by the City of Liberty, all to the satisfaction of and all additional requirements that may be imposed by the City of Liberty in furtherance of the protection of life, health, safety, and the general welfare.
2. So long as any development constructed pursuant to the variations granted exists, the property shall be held under single ownership and control and neither shall be conveyed, transferred, assigned, or any way disposed of separate and apart from the other property.
3. Structure shall be solely used in accordance with the purposes set out in the Application for Variance, which is incorporated into this document in its entirety, and is attached hereto as Exhibit A.
4. The described property shall not at any time be used for any purpose except the following:
 - (a) one detached single family weekend home;
 - (b) one garage/barn accessory to the weekend home; and

For certainty, and not by way of limitation, the following uses are expressly prohibited on the subject property without ADVANCED PERMIT from the City of Liberty:

- (a) commercial, industrial or business uses;
- (c) gazebos, greenhouses, sheds and other similar enclosed recreational or aesthetic structures or storage facilities;
- (d) paved or enclosed off street parking facilities other than the above-mentioned garage.
- (e) the building of any other structures on the subject property
- (f) the moving of earth such that it would alter the flow of the river, ponds, lakes, or water moving during times of flood.

Be it further resolved that the variances granted shall not be effective unless and until:

The Applicants have acknowledged, by signing in the space indicated on this document, binding and subjecting both the described property to each of the above-mentioned conditions and provisions. Furthermore, applicants agree that their heirs and assigns shall be bound to the terms of this Resolution and all representations made by Applicant in Applicant's Request for Variance. The Applicants agree that violation of the terms of this resolution or violation of the representations in Applicant's Request for Variance shall make permitting under this Resolution and utilities or other rights acquired under this resolution void. Applicant shall file this document in the Real Property Records of Liberty County, and proof of such filing shall be provided to the City Attorney.

Be it further resolved that this Resolution shall become a part the records of the City and shall become a public record.

PASSED, APPROVED, AND RESOLVED, THIS 11TH DAY OF MARCH, 2008.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

ACKNOWLEDGMENT

William L. Maynard

Judy Maynard**STATE OF TEXAS****COUNTY OF LIBERTY**

SWORN, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME on _____ by
William L. Maynard.

Notary Public, State of TexasNotary's name (printed):

Notary's commission expires:

STATE OF TEXAS**COUNTY OF LIBERTY**

SWORN, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME on _____ by
Judy Maynard.

Notary Public, State of TexasNotary's name (printed):

Notary's commission expires:

**CITY OF LIBERTY
PLANNING COMMISSION'S
CERTIFICATION**

RE: Property owner, Bill Maynard request for a variance to place a structure in the Designated Floodway in the South Liberty Oilfield

On the **30th** day of **January, 2008**, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration on a variance request was placed on the agenda of such meeting.

The Planning Commission, after reviewing all materials, evidence, documents and recommendations submitted in connection with the above-mentioned variance request does herein certify:

✓

the Planning Commission has reviewed the variance request and all other materials and evidence submitted in connection therewith; and

hereby recommends the City Council take the following action:

conditionally approve the variance request.

✓

disapprove the variance request for the following reasons:

Article 4, Section C. of the Floodplain Ordinance 788
5.) The safety of access to the property in time of flood for ordinary and emergency vehicles.
10.) The relationship of the proposed use to the Comprehensive plan for that area.

SIGNED this the 30th day of January, 2008.

Shelli Ellerbe

Chairperson
Planning Committee

ATTEST:

[Signature]

Planning Committee

1030

Mr. Bill Maynard has submitted a building permit to place a structure and build a subsequent structure on Tract 29, of the D. Minchey Survey, Abstract 85. After review of all documentation presented, the building permit was denied based on the location residing inside the FEMA designated Floodway. Development in a Floodway or Floodplain-Designated land is addressed by City of Liberty Ordinance No. 788 among other law.

However, the property owner has a right to present his project to the Appeal Board and ask for a variance from the requirements of the Floodplain Ordinance No. 788. The variance request was presented to the Planning and Zoning Commission on January 30, 2008, and was unanimously voted upon to deny the variance. I have enclosed a copy of the Certification signed by two of the members explaining the reasons for denial.

If you have any questions, please give me a call.

C. Parker



7.A.1.c

Attachment # 4: PHOTO 1 (RES-

Packet Pg. 104

7.A.1.d

Attachment # 5: PHOTO 2 (RES-

Packet Pg. 105





7.A.1.e

Attachment # 6: PHOTO 3 (RES-

Packet Pg. 106



7.A.1.f

Attachment # 7: PHOTO 4 (RES-

Packet Pg. 107

7.A.1.g

Attachment # 8: PHOTO 5 (RES-2008-1 : Resolution

Packet Pg. 108

7.A.1.h

Attachment # 9: PHOTO 6 (RES-

Packet Pg. 109



7.A.1.i

Attachment # 10: PHOTO 7 (RES-

Packet Pg. 110



7.A.1.j

Attachment # 11: PHOTO 8 (RES-

Packet Pg. 111



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/11/08 06:00 PM

Department: Administration
Category: Election

ORDINANCE 2008-3

DOC ID: 1055 A

Consider Adoption of an Ordinance Amending Ordinance No. 2008-1 Ordering a General Election to be Held in the City of Liberty on Saturday, May 10, 2008.

Explanation:

At the council meeting of February 12, 2008, Council adopted Ordinance No. 2008-1 calling for a General Election to be held on May 10, 2008. The Mayor's term and that of three council members will expire in May. The Mayor's position was inadvertently left off the original ordinance; the amended ordinance orders an election for a Mayor and three council members.

Dianne Tidwell

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AMENDING THE ORDER OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 10TH DAY OF MAY, 2008; AUTHORIZING A JOINT ELECTION WITH THE LIBERTY INDEPENDENT SCHOOL DISTRICT AND LIBERTY COUNTY HOSPITAL DISTRICT NUMBER 1; DESIGNATING THE POLLING PLACES AND APPOINTING ELECTION OFFICIALS FOR SUCH ELECTION; PROVIDING PAY RATES FOR ELECTION OFFICIALS; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR THE NOTICE OF ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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.

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

Section 1.

Ordinance Number 2008-1 passed by the City Council of the City of Liberty on February 12, 2008, is hereby amended to include the Mayoral election in the General Election to be held in the City of Liberty, Texas on the second Saturday in May, the 10th day of May, 2008, at which election the qualified voters of the City will elect three (3) Council Members, which are all at-large positions and the Mayor. All other portions of Ordinance Number 2008-1 including but not limited to joint election agreements, voting locations and times, election officers, clerks, and balloting remain in effect.

Section 2.

Said election shall be held in accordance with the Texas Election Code and the Federal

Voting Rights Act of 1965, as amended.

Section 3.

This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty,
this the 11th day of March, 2008.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/11/08 06:00 PM

Department: Finance
Category: Bids

RESOLUTION 2008-8

DOC ID: 1056

Consider Approval of Proposals for Bank Depository Services for the City of Liberty.

The City of Liberty accepted proposals for Bank Depository Services on February 21, 2008, with Prosperity Bank being the only financial institution to turn in bids. We have had our current contract with Prosperity for the last five years and feel as though there has been a good relationship between that institution and the City of Liberty. At this time it is my recommendation to Council that we accept the bid for our Bank Depository Services to remain with Prosperity Bank.

.



PROSPERITY BANK®

February 20, 2008

Members of the Council
City Secretary's Office
City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Re: **PROPOSAL NO. 08-001 – CITY OF LIBERTY BANK DEPOSITORY SERVICES**

Dear Members of the Council Chamber:

Prosperity Bank has been the depository of choice for public entities for many years. Our experience, knowledge and understanding of the relationship allows us to better serve you with the most current products and services available today such as ACH Payroll and Internet (Cash Management) Banking just to mention a few.

We take great pride in serving the city and once again are pleased to offer the following bid for all City of Liberty depository services.

BID FOR ACTING DEPOSITORY FOR ALL FUNDS

In accordance with your bid notice, the undersigned, a state banking corporation, hereinafter called Bidder, for the privilege of acting as Depository for ALL funds of the City of Liberty for a term of either one or two years beginning October 1, 2007, and ending September, 30, 2008 or September 30, 2009 if a two year contract term is optioned by the City of Liberty or until such time as a successor Depository is selected and qualified agrees to:

Pay interest on funds of the City of Liberty on interest-bearing Certificates with a 30-day maturity and interest-bearing Checking Accounts as shown below. Interest rates are stated as a percentage above or below the most recent Monday Auction Rate of short-term (13 week) U.S. Government Bills, as indicated in the Wall Street Journal, sold at a discount for face value in units of \$10,000 to \$1,000,000 for purchase of time deposits for periods of less than 90 days.

A. Single Maturity Certificate Deposits:

MATURITY	above (+) / below (-)
----------	-----------------------

<u>7 – 30 Days</u>	<u>Equal to the T-Bill Rate closest to the maturity date of the time deposit being purchased.</u>
--------------------	---

Liberty Banking Center • 520 Main Street • Liberty, Texas 77575-4810 • 936-336-5731 • Fax: 936-336-4789

Member FDIC

website: www.prosperitybanktx.com

email: liberty@prosperitybanktx.com

Attachment # 12: City Bank Depository Proposal 2008 (RES-2008-8 : Bank Depository)

Proposal No. 08-001

Page 2 of 3

B. Interest-Bearing Checking Accounts:

<u>Money Market Account</u>	<u>50 basis points under the 30 Day T-Bill Rate with a guaranteed floor of 1.00% .</u>
<u>Demand Deposit Account (NOW)</u>	<u>100 basis points under the 30 Day T-Bill Rate with a guaranteed floor of 0.50%</u>

SERVICES AND FEES:

The following services will be provided at a **no** or **waived fee** during the term of the contract.

Direct deposit payroll (ACH), Internet "Cash Management" Banking, checks, deposit slips/books, overdraft charges, charge back items, wire transfer services, monthly statements showing debits, credits and balances of each separate account to include canceled checks, deposits and night deposit bags w/ keys (2 per account), zipper bags, money/coin wrappers, 2 safe deposit boxes, research items, stop payment, ATM, and full bookkeeping services.

Additionally, we will provide free of monthly maintenance activity charge during the term of the contract, one personal (non-interest bearing) checking account to City of Liberty employees utilizing ACH (*direct deposit*) payroll. Some restrictions may apply.

Prosperity Bank does not provide investment advice or safekeeping for securities owned by the City of Liberty now or hereafter acquired.

DEPOSIT COLLATERAL/ SECURITY:

In compliance with the Public Funds Collateral Act (Article 2529d, Vernon's Texas Civil Statutes), Prosperity Bank will pledge securities authorized by the Public Funds Collateral Act to be held by a third party for the benefit of the City of Liberty, as a guarantee of the faithful performance by Prosperity Bank. If the third party to be named is not acceptable, then arrangements will be made to deliver the securities to the Federal Home Loan Bank of Dallas.

FINANCIAL STRENGTH OF INSTITUTION:

Prosperity Bank is a financially sound institution. As of December 31, 2007 Prosperity Bank had total assets in excess of \$6.3 billion dollars. A copy of the most recent consolidated report of condition is available on request.

We appreciate the opportunity to bid for your business. We are very proud to be part of this community and have always been a supporter of those events and economic issues that make this a great place to live and work. We look forward to working with you as we have done in the past.

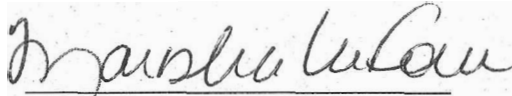
Proposal No. 08-001
Page 3 of 3

Thank you again for the opportunity to once again be the Bank for the City of Liberty. If at anytime you have any questions or need to discuss the contents of this proposal, please contact me at (936) 336-5731

Dated this 20th day of February, 2008

PROSPERITY BANK

BY:



Marsha LaFour
Senior Vice President
Liberty Banking Center



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/11/08 06:00 PM

Department: Administration
Category: Street Closure

RESOLUTION 2008-9

DOC ID: 1053 A

Consider a Resolution Authorizing the City Manager to Enter Into an Agreement with the Texas Department of Transportation for the Temporary Closure of Main Street During the 2008 Liberty Jubilee.

EXPLANATION:

THE ATTACHED RESOLUTION AUTHORIZES THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TXDOT REGARDING THE TEMPORARY CLOSURE OF MAIN STREET DURING THE 2008 LIBERTY JUBILEE.

MAIN STREET WILL BE CLOSED, FROM TRINITY TO MLK, FROM 1:00 P.M. FRIDAY UNTIL THE CONCLUSION OF THE JUBILEE ON SATURDAY EVENING.

Dianne Tidwell

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING THAT THE LIBERTY JUBILEE SERVES 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 SAID LIBERTY JUBILEE.

WHEREAS, on March 28 and 29, 2008, the City of Liberty, Texas, will sponsor, promote, and conduct the Liberty Jubilee; and

WHEREAS, the Liberty Jubilee is an annual festival-type event offering a variety of entertainment and 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 Liberty Jubilee 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. That City Council of the City of Liberty hereby finds that the Liberty Jubilee 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 2007 Liberty Jubilee.

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 2007 Liberty Jubilee on behalf of the City of Liberty.

PASSED, APPROVED, AND RESOLVED this the 11th day of March, 2008.

Carl Pickett, Mayor
City of Liberty, Texas

ATTEST:

Dianne Tidwell, City Secretary
City of Liberty, Texas

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 Hwy. 146, in Liberty County; and

WHEREAS, the City has requested the temporary closure of Hwy. 146 (Main St.) between Martin Luther King Drive and Trinity Street,
For the purposes of holding festivities during the 2007 Liberty Jubilee,
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 11th day of March
2008 the Liberty City Council passed Resolution/Ordinance
No. N/A, 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

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.

- 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.

- 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.

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 act 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.

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. mail, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

City:

Ron Wood, City Manager

1829 Sam Houston Street

Liberty, Texas 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.

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

March 11, 2008

Date

Ron Wood

Name of Requestor

City Manager

Title

Address

Signature

(936) 336 - 3684

Area Code Telephone Number

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.

John Barton, P.E.

Typed, Printed or Stamped Name of District Engineer

Beaumont

District

Date

209 Layl Drive

Address

Signature of District Engineer

Liberty

TX

77575

By TxDOT Representative

Stephen Gbur, Area Engineer

Name and Title of TxDOT Representative

City,

State

Zip

(936) 336 - 2244

Area Code Telephone Number



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/11/08 06:00 PM

Department: Administration
Category: Contracts

RESOLUTION 2008-10

DOC ID: 1059

Consider Approval of a Lawn Maintenance Contract with ABS Lawn Care for the City Hall and Liberty Municipal Library Grounds.

Explanation:

ABS Lawn Care has been providing grounds maintenance for the City Hall and Municipal Library since the previous contractor quit. ABS has provided quality service, at a competitive price. Purchasing recommends approval of this contract.

Melody Fisher

For and in consideration hereinafter set out, the City of Liberty, Texas, hereinafter referred to as "CITY" and ABS Lawn Care, whose address is 2725 Edgewood Street; Liberty, Texas 77575, hereinafter referred to as "CONTRACTOR," enter into this agreement for the maintenance of the lawn of the entire block of the Liberty City Hall, 1829 Sam Houston, Liberty, Texas, and the lawn of the entire block of the Liberty Municipal Library and the Humphreys-Burson Theater located at 1710 Sam Houston, Liberty, Texas, hereinafter referred to as "LAWNS".

DESCRIPTION OF SERVICES

The maintenance of the LAWNS shall include mowing of grass, edging of sidewalks and curbs, cleaning of flowerbeds, weed-eating where appropriate, and the disposal of waste resulting from these services. Said services shall be performed in a continuous manner until all such duties have been fully performed at each location except for interruptions due to circumstances unforeseeable to CONTRACTOR and beyond CONTRACTOR'S control. An additional GROUNDS CLEANING service of the City Hall property shall be performed two days per week as specified by CITY management.

CONTRACTOR'S DUTIES

CONTRACTOR agrees to dispose of clippings and other waste generated in the performance of this Agreement in a manner complying with the laws of the CITY and the State of Texas.

CONTRACTOR agrees to supply his own vehicle, equipment, fuel, and supplies necessary to fulfill his obligations specified in this Agreement.

CONTRACTOR agrees to carry general liability insurance in an amount not less than \$500,000.00 naming the City of Liberty as additional insured for any damage caused by CONTRACTOR.

CITY'S DUTIES

CITY agrees to pay CONTRACTOR the sum of ONE HUNDRED FORTY AND

NO/100'S (\$140.00) per LAWN service at City Hall. The frequency for City Hall will be every seven (7) days during the months of March through October and one time per month during the months of November through February. Management reserves the right to request changes in frequency. The price reflected is for each time the lawn is maintained and the price will be the same regardless of frequency.

An additional GROUNDS CLEANING service will be provided, by the CONTRACTOR, on a twice-weekly basis of the City Hall grounds. The cost for this service will be THIRTY AND NO/100'S (\$30.00) per week.

CITY agrees to pay CONTRACTOR the sum of ONE HUNDRED TWENTY AND NO/100'S (\$120.00) per LAWN at the Liberty Municipal Library and Humphreys Cultural Center. The frequency for the Liberty Municipal Library will be every ten (10) days during the months of March through October and one time per month during the months of November through February. Management reserves the right to request changes in frequency. The price reflected is for each time the lawn is maintained and the price will be the same regardless of frequency.

CITY agrees to allow CONTRACTOR to dispose of grass clippings in the garbage dumpster located behind City Hall.

TERMINATION

This agreement may be terminated, by either party, upon thirty (30) days written notice to the other party.

EXECUTED AT LIBERTY, TEXAS, this _____ day of _____, 2008.

City of Liberty:

Ron Wood, City Manager

ATTEST:

Dianne Tidwell, City Secretary

FISCAL IMPACT:

These are budgeted building maintenance items and have already been included in the budget.

