



The City of Liberty City Council

Special Called Meeting

~ Agenda ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, January 24, 2023

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett				
Mayor Pro Tem Diane Driggers				
Council Member Dennis Beasley				
Council Member Libby Simonson				
Council Member Chipper Smith				
Council Member Tommy Brents				
Council Member Ed Seymour				

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

III. REGULAR AGENDA

A. Regular Session

1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY, 2023 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY ELECTIONS ADMINISTRATOR; PROVIDING FOR EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RESCINDING THE PRIOR ORDER OF ABATEMENT ON 608 GARRETT STREET.**
3. **First Reading - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TO KJ CHEMICALS, LLC.**
4. **Second Reading - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TO KJ CHEMICALS, LLC.**
5. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDED THE BID FOR THE FIRE HYDRANT REPLACEMENT PROJECT.**
6. **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PURCHASE OF SECURITY CAMERAS AND DEVICES FROM FORD AV FOR USE AT THE ELECTRIC SUBSTATIONS AND AT THE WASTEWATER TREATMENT PLANT.**

B. Executive Session

1. **Texas Government Code §551.087 - Deliberation Regarding Economic Development Negotiations.**
2. **Texas Government Code §551.074 - Personnel Matters.**
To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
3. **Texas Government Code §551.071 - Private Consultation with Attorney**
Discussion with attorney regarding contemplated/pending litigation and/or regarding matters protected by attorney/client privilege.

C. Reconvene into Regular Session

IV. ADJOURNMENT

A. 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 20th day of January, 2023 at 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

April Gilliland

April Gilliland, City Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, _____.

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2023

Agenda Wording: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY, 2023 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY ELECTIONS ADMINISTRATOR; PROVIDING FOR EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Department: Administration

Subject: General Election Order

Background: This Ordinance calls for an election to be held on May 6, 2023, for the purpose of electing three (3) City Council Members. Those Council Members whose terms expire in May are: Mayor Pro Tem Diane Driggers, and Council Members Libby Simonson and Dennis Beasley.

Additionally, City Council is requested to authorize the City Manager to execute an Election Services Contract with the Liberty County Elections Officer.

Funding Source: General Fund

Staff Recommendation: Staff recommends approval of the ordinance calling for an election on May 6, 2023, and authorizing the City Manager to execute an Election Services Contract with the Liberty County Elections Officer.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 1/24/2023 6:00 PM

Department: Administration
Category: Ordinance

Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY, 2023 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY ELECTIONS ADMINISTRATOR; PROVIDING FOR EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDERED 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 ("City") on the first Saturday in May, the 6th day of May 2023, at which election the qualified voters of the City will elect three Councilmembers which shall hold office for a period of two (2) years.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and any other contracting entities. The election shall be conducted by the Liberty County Elections Administrator as stated per the terms of the 2023 Joint Election Agreement and Elections Services Contract. The City Council authorizes the Mayor to sign the 2023 Joint Election Agreement and Election Services Contract with the Liberty County Elections Administrator.

Section 3.

The present boundaries of the City of Liberty constitute one election precinct, and the polls shall be open for voting on Election Day, May 6, 2023, from 7:00 a.m. until 7:00 p.m. at the following polling places. The Liberty County Elections Administrator shall have the authority to add and/or remove polling locations as deemed appropriate.

Devers School: 201 Chism St., Devers, Texas 77538

Hull Daisetta High School: 117 N. Main St., Daisetta, TX 77533

Raywood, Sacred Heart Church, 3720 FM 160 North, Raywood, TX 77582

Jack Hartel Building: 318 San Jacinto St., Liberty, TX 77575
Westlake VFD: 8704 FM 1409, Dayton, TX 77535
Douglas School Gym: 900 Sam Wiley Dr., Cleveland, TX 77327
Romayor Baptist Church: 307 FM 2610, Cleveland, TX 77327
Hardin City Hall: 142 CR 2010, Liberty, TX 77575
Hi-Way Tabernacle: 108 CR 2250, Cleveland, TX 77327
Cleveland Civic Center: 210 Peach St., Cleveland, TX 77327
Santa Fe Admin Building: 1680 Rd 3549, Cleveland, TX 77327
Plum Grove City Hall: 9485 Plum Grove Rd., Cleveland, TX 77327
Dayton Community Center: 801 S. Cleveland St., Dayton, TX 77535
Kenefick Southern Baptist Church: 3536 FM 1008, Dayton, TX 77535
Tarkington Prairie Baptist Church: 25 CR 306, Cleveland, TX 77327

Section 4.

The Liberty County Elections Administrator shall act as Contracting Officer and Early Voting Clerk. The location for Early Voting for such election is hereby designated as:

EARLY VOTING POLLING PLACES:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Hardin City Hall
142 C.R. 2010
Hardin, Texas

Cleveland Civic Center
210 Peach Avenue
Cleveland, Texas

Dayton Community Center
801 S. Cleveland St.
Dayton, Texas 77535

Santa Fe Administration Building
1680 Rd 3549
Cleveland, Texas

Early voting by personal appearance shall be conducted on the dates and times set forth below:

- April 24th – April 28th from 9:00 a.m. to 6:00 p.m.
- May 1st – May 2nd from 7:00 a.m. to 7:00 p.m.

The Election Administrator's address to which ballot applications and ballots voted by mail may be sent is:

Liberty Co. Elections Administrator
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

All requests for early voting ballots by mail that are received by the City of Liberty will be transported to the Liberty County Elections Administrator, Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575.

Election officials for the City's Early Voting and Election Day Polling Locations shall be designated by the Contracting Officer, in accordance with the provisions of the Texas Election Code.

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. Each polling location for both early voting and election day voting shall be accessible to disabled voters. The Contracting Officer shall prepare the voting system for polling locations during Early Voting and on Election Day. Election materials as outlined in the Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

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 of Liberty's 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. The Mayor and/or the City's Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or the City's Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2023 Joint Election Agreement and Election Services Contract.

Section 8.

That if any section, subsection, sentence, clause, or phrase of this order should for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this order, and to such end the various portions and provisions of this order are declared to be severable; and the City Council of the City of Liberty, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9.

This Order 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 _____ day of January 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



May 2023

**ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF LIBERTY**

THIS CONTRACT is made and entered into this the _____ day of January 2023, by and between Klint Bush, Liberty County Elections Administrator, hereinafter referred to as the “Contracting Officer,” and _____, the Local Political Subdivision, hereinafter referred to as “the LPS,” pursuant to the authority under Section 31.092(a), Texas Election Code.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the LPS understand the tasks each is to perform in connection with the **May 6, 2023** election.

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election.

1.1 The Contracting Officer will act as the Early Voting Clerk for the election, and will request the appointment by the Liberty County Elections Board of the Early Voting Ballot Board and/or any other statutorily required committee to assist with the election.

1.2 The Contracting Officer will appoint the presiding election judge and alternate judge at the Early Voting polling location and the Election Day polling location. The Contracting Officer shall notify the election workers of their selection and shall provide the names and addresses of those selected to the LPS.

1.3 The presiding judge shall make his/her clerk appointments. If a presiding judge, alternate judge or clerk does not speak both English and Spanish, and the election precinct is one subject to Sections

272.002 and 272.009, Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is available by telephone while the polls are open.

1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election.

1.5 Conduct one or more election schools, and notify the election judge of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)

1.6 Determine the ballot format and electronic voting system for each election precinct.

1.7 Program, or arrange to have programmed, the ballot.

1.8 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic (“DRE”) voting machines as provided in Section 129.023(b), Texas Election Code, as applicable and conduct all required tests of the electronic tabulating equipment under Subchapter D, Chapter 127, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Texas Secretary of State, respectively.

1.9 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.

1.10 Procure all necessary voting machines and equipment, prepare them for use at the early voting and Election Day polling places, and transport them (or arrange to have them transported) to and from the Early Voting and Election Day polling places.

1.11 Obtain voter registration lists from the voter registrar to be used during Early Voting and on Election Day.

1.12 In accordance with Section 127, Texas Election Code, supervise the overall conduct of the election. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

1.13 Forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters’ status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051, Texas Election Code, for the purpose of determining the disposition of the provisional votes. At the same time the EVBB will review mail ballots timely received under Section 86.007(d),

Texas Election Code, to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations and submit new unofficial tabulations to the LPS.

1.14 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 127, Texas Election Code. The Contracting Officer and staff shall do election night intake preparation and intake of election equipment and records starting at 5:30 p.m. on Election Day.

1.15 Submit Election Night Returns (“ENR”) electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code. The LPS may request that the Contracting Officer provide results to the LPS in a specific manner or format.

2. Duties and Services of the LPS. The LPS shall be responsible for performing the following duties in connection with the election and the runoff election.

2.1 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer: (i) the candidates’ names (as they are to appear on the ballot) and offices; and (ii) any referenda under Section 1251, Texas Government Code (in English and Spanish) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

2.2 Date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

2.3 Prepare the election order and resolutions. The LPS shall be responsible for having the required election notice under Section 4.003, Texas Election Code, timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.00003(b), Texas Election Code, in the proper locations. The LPS is responsible for ensuring that all necessary documents are in both English and Spanish. The LPS shall conduct its canvass using materials provided by the Contracting Officer.

3. Compensation, Billing, and Payment

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the LPS shall pay the Contracting Officer for the actual expenses he/she incurs in

accordance with Section 31.100, Texas Election Code, and the leasing fees allowed under Section 123.032, Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment, wages and salaries of the Early Voting clerks, precinct election judges, alternate judges and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the LPS shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

3.3 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. **Exhibit A will follow after elections called by joint jurisdictions. Cost estimate will be between \$4,000 - \$8,000.**

3.4 Only the actual expenses directly attributable to the Contract may be charged to the LPS by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

3.5 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the LPS (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

3.6 The Contracting Officer's invoice shall be due and payable by the LPS to the address set forth in the invoice within 30 days after its receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

4. Early Voting.

4.1 The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint him as such. The Contracting Officer shall conduct Early Voting

at the Jack Hartel Community Building, as the main location, including your local voting location if you so choose. The county wide vote centers have 4 main early voting locations. Jack Hartel Building, Dayton Community Center, Hardin City Hall, and the Cleveland Civic Center. The Contracting Officer shall hire at least 2 temporary deputies to work each day at each Early Voting location. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the location listed in Exhibit B. **Exhibit B to follow after joint conversation with all jurisdictions.** You will have a voting location at your normal community voting location. Your district will only pay for the normally open voting locations. The county will pay for the other county wide voting locations.

4.2 The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7, Texas Election Code, by the Contracting Officer or his deputies at the Liberty County Courthouse located at 1915 Trinity Street Liberty, TX 77575.

5. Voting System.

The Contracting Officer shall use the Verity Voting system which includes Verity Print device for on-demand ballot printing, Verity Touch and Verity Touch Writer with Verity Access interface for electronic ballot marking assistance, the precinct tally system using Verity Scan, and the mail ballot system purchased by Liberty County from Hart InterCivic, Inc. ("Hart") for the election. Each Election Day polling location will have at least one Verity Touch with Verity Access interface that is accessible to disabled voters. The Contracting Officer or designee shall prepare the Verity Voting system for each polling location on Election Day.

6. Acknowledgement of Shared Election.

The LPS acknowledges that the Contracting Officer may enter into a similar Election Services Contract with any other entity in the same county. In such event, the LPS agrees to share common polling places, voting equipment and the common set of election workers with the other entities conducting an election.

7. Special Provisions.

7.1 Compensation for Election Workers will be \$10.00 per hour for the election judge and \$10.00 per hour for the alternate judge and clerk(s).

7.2 Delivery Fee shall be \$50.00 for transporting the election equipment from and back to the central accumulating station.

8. General Provisions.

8.1 Nothing contained in the Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

8.2 The Contracting Officer is the agent of the LPS for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the LPS failure to pay a claim.

8.3 The Contracting Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Liberty County, Texas.

8.4 For purposes of implementing this Contract, the Contracting Officer and the LPS designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the LPS, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Klint Bush

Liberty County Elections Administrator/Voter Registrar

Mailing Address: P.O. Box 1130

Liberty, TX 77575

Tel.: (936) 253-8050

Email: klint.bush@co.liberty.tx.us

For the Jurisdiction:

Name _____

Mailing Address _____

Tel.: _____

Fax: _____

Email: _____

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN
BELOW:

The Contracting Officer:

Klint D Bush

(Seal)

Liberty County Elections Administrator / Voter Registrar

Date _____

By _____

(Seal)

Title _____

Date _____

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2023

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RESCINDING THE PRIOR ORDER OF ABATEMENT ON 608 GARRETT STREET.

Department: Community Development

Subject: 608 Garrett Street - Rescind Order of Abatement

Background: On April 11, 2017, City Council approved an Order of Abatement for 608 Garrett Street. The order required the property owner of the structure to "weather-in" the structure within 90 days after the order was issued and complete the interior work within 180 days after the order was issued. The owner weathered-in the structure within the 90 day period and began interior repairs. The owner was unable to complete the interior repairs for health reasons. It is not known when the interior repairs stopped. The property is currently for sale and a buyer has submitted a contract that is dependent on the Order of Abatement being rescinded. The buyers plan to renovate the structure within 45 days. Pictures of the structure are enclosed.

Funding Source: N/A

Staff Recommendation: Staff recommends approval of rescinding the Order of Abatement.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 1/24/2023 6:00 PM

Department: Community Development
Category: Ordinance

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RESCINDING THE PRIOR ORDER OF ABATEMENT ON 608 GARRETT STREET.

WHEREAS, the City Council approved an Order of Abatement for 608 Garrett Street on April 11, 2017; and

WHEREAS, the order of abatement required the property owner of the structure to “weather-in” the structure within ninety (90) days after the order was issued and complete interior work within 180 days; and

WHEREAS, the owner weathered-in the structure within the ninety (90) day period and began interior repairs; and

WHEREAS, the property owner was unable to finish repairs to the interior of the structure due to health reasons; and

WHEREAS, the property is currently for sale and a buyer has submitted a purchase contract that is dependent on the Order of Abatement being rescinded; and

WHEREAS, the buyers plan to renovate the structure within 45 days.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby rescinds the April 11, 2017 Order of Abatement due to the fact that the property was “weathered-in” after the order was issued.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas



Nov 19, 2022 1:51:36 PM
623 Garrett Street
Liberty County
Texas



Nov 19, 2022 1:52:32 PM
501 Palmer Street
Liberty County
Texas



Dec 2, 2022 1:16:38 PM
610 Garrett Street
Liberty County
Texas



Dec 2, 2022 1:18:28 PM
610 Garrett Street
Liberty County
Texas



Dec 3, 2022 2:13:21 PM
610 Garrett Street
Liberty County
Texas



Dec 3, 2022 at 2:14:02 PM
606 Garrett St
Liberty TX 77575
United States





Dec 3, 2022 2:23:05 PM
1825 Trinity Street
Liberty County
Texas



Dec 3, 2022 2:23:10 PM
1825 Trinity Street
Liberty County
Texas



Dec 3, 2022 2:23:14 PM
1825 Trinity Street
Liberty County
Texas



Dec 3, 2022 2:23:23 PM
1825 Trinity Street
Liberty County
Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2023

Agenda Wording: First Reading - **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TO KJ CHEMICALS, LLC.**

Department: Community Development

Subject: Economic Development Agreement

Background: KJ Chemical plans to operate a chemical formulations facility at 4003 Beaumont. This is a new business in the City of Liberty. KJ Chemicals plans to hire no less than twelve (12) employees and, according to the owner, these jobs will pay \$20 to \$50 per hour. KJ Chemical also plans to invest at least \$3,000,000 in land, furniture, fixtures, equipment and utility upgrades.

In return, LCDC will provide reimbursements for fire hydrant installations and utility upgrades in an amount not to exceed \$30,000. The work must be completed and invoices provided before any reimbursement is made.

On January 17, 2023, the LCDC Board of Directors held a public hearing and voted 6-0 to approve an economic development agreement with KJ Chemical, LLC.

Funding Source: LCDC Fund Balance

Staff Recommendation: Staff recommends approval of the resolution ratifying an economic development agreement with KJ Chemical.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 1/24/2023 6:00 PM

Department: Community Development
Category: Information Item

Resolution

First Reading - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TO KJ CHEMICALS, LLC.

WHEREAS, the City Council of the City of Liberty, Texas has carefully reviewed the economic development request from KJ Chemicals, LLC (hereinafter referred to as the Grant Recipient); and

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

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

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

WHEREAS, the exact dollar amount of this grant award shall be an amount not to exceed THIRTY THOUSAND Dollars and No Cents (\$30,000.00) with said amount being funded by the LCDC.

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

- (1) This resolution has been read aloud two (2) times by the City of Liberty City Council.
- (2) The City of Liberty City Council hereby finds that this project helps promote new development within the City of Liberty and therefore authorizes the LCDC to award an economic development grant in an amount not to exceed THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) to the Grant Recipient pursuant to the attached Grant Agreement.
- (3) The Grant Agreement, herein attached as Exhibit "A", shall control performance levels associated with the subject grant.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2023

Agenda Wording: Second Reading - **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TO KJ CHEMICALS, LLC.**

Department: Community Development

Subject: Economic Development Agreement

Background: KJ Chemical plans to operate a chemical formulations facility at 4003 Beaumont. This is a new business in the City of Liberty. KJ Chemicals plans to hire no less than twelve (12) employees and, according to the owner, these jobs will pay \$20 to \$50 per hour. KJ Chemical also plans to invest at least \$3,000,000 in land, furniture, fixtures, equipment and utility upgrades.

In return, LCDC will provide reimbursements for fire hydrant installations and utility upgrades in an amount not to exceed \$30,000. The work must be completed and invoices provided before any reimbursement is made.

On January 17, 2023, the LCDC Board of Directors held a public hearing and voted 6-0 to approve an economic development agreement with KJ Chemical, LLC.

Funding Source: LCDC Fund Balance

Staff Recommendation: Staff recommends approval of the resolution ratifying an economic development agreement with KJ Chemical.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 1/24/2023 6:00 PM

Department: Community Development
Category: Action Item

Resolution

Second Reading - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS; SAID RESOLUTION AUTHORIZING AN AWARD AND DISBURSEMENT OF LIBERTY COMMUNITY DEVELOPMENT CORPORATION FUNDS FOR AN ECONOMIC DEVELOPMENT GRANT TO KJ CHEMICALS, LLC.

WHEREAS, the City Council of the City of Liberty, Texas has carefully reviewed the economic development request from KJ Chemicals, LLC (hereinafter referred to as the Grant Recipient); and

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

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

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

WHEREAS, the exact dollar amount of this grant award shall be an amount not to exceed THIRTY THOUSAND Dollars and No Cents (\$30,000.00) with said amount being funded by the LCDC.

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

(1) This resolution has been read aloud two (2) times by the City of Liberty City Council.

(2) The City of Liberty City Council hereby finds that this project helps promote new development within the City of Liberty and therefore authorizes the LCDC to award an economic development grant in an amount not to exceed THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) to the Grant Recipient pursuant to the attached Grant Agreement.

(3) The Grant Agreement, herein attached as Exhibit "A", shall control performance levels associated with the subject grant.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

PERFORMANCE INCENTIVE AGREEMENT FOR
BUSINESS AND COMMERCIAL DEVELOPMENT

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

LCDC has as its primary purpose the creation of programs and the making of performance incentives, consisting of loans and grants of public money for development and diversification of the economy of the City of Liberty, Texas (sometimes hereinafter referred to as the “City”). Among its specific purposes are to undertake projects for developing facilities to promote new business development and commercial and business-related improvements.

KJ CHEMICAL represents that it contemplates opening a chemical formulations business (sometimes hereinafter referred to as the “Project”), that will be of significant economic consequence to the City, with the expectation of its being an event of causative effect with regard to other expansion and new establishments and a generator of additional job opportunities within the City.

KJ CHEMICAL estimates that it will invest a minimum of \$3,000,000 in land, new furniture, fixtures, equipment, utility upgrades, utility extensions and facility improvements.

KJ CHEMICAL plans to hire no less than twelve (12) employees to work at the Liberty facility within the first year of operation.

However, KJ CHEMICAL, in order to be able to continue to undertake the development of the Project and finance the costs thereof, must have a contribution from some outside source for the specific purpose of helping to finance fire hydrant installations, utility extensions, utility upgrades and improvements to the facility located at 4003 Beaumont Ave., Liberty, Texas 77575 (sometimes hereinafter referred to as the “Property”) for an amount not to exceed \$30,000. LCDC, pursuant to its authority and in pursuit of its goals, is desirous of making an incentive in the form of a monetary grant for these purposes, the result of which will be the creation of a facility that will promote new business development and job opportunities.

Therefore, subject to the conditions set forth hereinafter, the LCDC and KJ CHEMICAL agree as follows:

KJ CHEMICAL has indicated that it has acquired ownership to the real estate on which the business will operate. It shall present a copy of its deed to LCDC as demonstration thereof no later than June 30, 2023.

LCDC shall have the option to declare this Performance Incentive Agreement for Business and Commercial Development terminated in the event the above conditions required for the performance incentive have not been met. Conditioned on the successful performance of the above-described requirement, and subject to the same rights and responsibilities as set forth hereinafter, LCDC and KJ CHEMICAL make the following agreements.

Upon completion of the improvements, and upon presentation by KJ CHEMICAL to LCDC of its Certificate of Occupancy, which presentation must be on or before March 1, 2024, LCDC will grant to KJ CHEMICAL as an incentive the following sums, not to exceed a total of \$30,000:

Item	Rebate
Fire hydrant installation, utility extensions and upgrades to utility infrastructure at the facility for water utilities and fire safety utilities	LCDC will rebate to KJ CHEMICAL an amount equal to 75% of KJ CHEMICAL's actual costs spent on the fire hydrant installation and water utility infrastructure upgrades to an amount not to exceed \$30,000

Prior to reimbursement KJ CHEMICAL must present the LCDC with invoices and proof of payment of said invoices for the fire hydrant installation and utility infrastructure upgrades.

KJ CHEMICAL understands that creation of and maintaining of jobs is central to the goals of the development of the LCDC. Therefore, after facility construction and the starting of operations, but no later than August 1, 2024, KJ CHEMICAL shall create and fill, as verified to the sole satisfaction of the LCDC, no less than twelve (12) jobs (inclusive of full-time and part-time employees). KJ CHEMICAL shall maintain said employment level for at least two (2) years following the opening of the business.

The LCDC will verify the adherence by KJ CHEMICAL to the above requirements. The verification process will be commenced at any time during the aforesaid two (2) year period (or extension thereof) within fourteen (14) days of written notice by LCDC to KJ CHEMICAL and will conclude at a time solely within the discretion of LCDC. As a further condition of receiving the incentive grant funds, KJ CHEMICAL will cooperate with LCDC in the verification process and will comply with all requests for information by LCDC in its verification process. The failure or inability of KJ CHEMICAL to prove to the sole satisfaction of LCDC at any time during the aforesaid two (2) year period that it has met its employment requirement, the following provisions shall apply.

As a condition of this grant, KJ CHEMICAL agrees to open a chemical formulations business on the Property in Liberty, Texas within the time period specified herein. KJ CHEMICAL's investment in the Land and Facility shall be no less than \$3,000,000. All construction documents must be approved by the City of Liberty. KJ CHEMICAL must construct the facility in accordance with all local, state, and federal laws. Furthermore, KJ CHEMICAL must abide by all local, state, and federal laws regulating chemical formulations, scavenger production and sulfonate production.

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

1. This Performance Incentive Grant Agreement shall be fully executed on or before June 30, 2023.
2. The City Council of the City of Liberty shall have timely approved the project, including the grant.
3. LCDC shall have successfully completed all procedural legal requirements to be authorized to make the grant, at least one of which being not in the control of LCDC, i.e.: the possibility of an election in which an objection to the grant is approved by the public; however, the LCDC does not guarantee and shall not be liable for damages in the event the legal procedural requirements are not successfully completed for whatever reason.
4. Subject to the above conditions, funding shall in no event be prior to the conclusion of the sixty-day waiting period as provided by law.
5. In order to receive said Grant funds KJ CHEMICAL must provide receipts and proof of payment for the fire hydrant installation and utility infrastructure upgrades.

6. All City of Liberty services and taxes must be paid in full, must be current, and KJ CHEMICAL must be in good standing with the City of Liberty prior to the receipt of the grant proceeds and continuing through the life of this agreement.
7. The funds must be used directly on the development of the KJ CHEMICAL establishment.
8. KJ CHEMICAL further agrees that after receipt of the incentive funds any one of the following events shall be a breach of this Agreement and shall obligate it to immediately repay all incentive funds to LCDC, together with interest at the rate of ten percent (10%) per annum from date of receipt. KJ CHEMICAL further authorizes LCDC to place a lien on the Property upon breach of this Agreement if KJ CHEMICAL fails to reimburse the city the full amount of said grant plus interest and fees within thirty (30) days of receiving written notice of said breach. The following events shall be considered a breach of this Agreement:

(A) Failure to expend project incentive funds for the development and improvement of the Liberty facility for the purpose of creating jobs or failure to use such grant funds for repayment of indebtedness, the original proceeds of which were used for the development and improvement of the Liberty facility.

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

(C) KJ CHEMICAL's allowing any of its sales tax or ad valorem tax obligations related to the project to become delinquent, regardless of subsequent payments.

(D) KJ CHEMICAL's closure of its operation within five (5) years of date of first opening to the public.

- (E) Failure to maintain the employee levels set forth in this agreement.
- (F) Breach of any term of this Grant Agreement.

The sale or transfer of ownership of all or substantially all of the assets or ownership interest of KJ CHEMICAL to any other entity or person shall include provisions requiring the new person, group or entity to assume all obligations and requirements under this agreement. Furthermore, any assignment of this agreement must be approved by the LCDC, with said assignment not being unreasonably withheld.

Other than attorney's fees, costs, and interest, no damages beyond the amount of the Incentive funds are contemplated to be owed by either party hereto to the other for a breach of this Agreement.

Any prospective obligation of LCDC shall be void and of no further force and effect in the event of KJ CHEMICAL's insolvency, assignment for benefit of creditors, bankruptcy, or any circumstance that would reasonably cause serious doubt about the continued viability of KJ CHEMICAL or its Liberty KJ CHEMICAL enterprise.

Time is of the essence in the Performance Incentive Agreement.

LCDC is a corporation created by a political subdivision of the State of Texas and as such is subject to laws unique to such entities. In the event at any time any such law prohibits LCDC from performing an act required in this agreement, the law shall prevail and LCDC shall not be in default as a result thereof.

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

This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate and governing authority. No waiver of any

provision of this Agreement shall arise from any action or inaction of LCDC, except an instrument in writing expressly waiving the provision executed by LCDC, the party entitled to the benefit of the provision.

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

This agreement may be executed in multiple counterparts.

Signed this _____ day of _____, 20_____.

KJ CHEMICAL, LLC

LIBERTY COMMUNITY
DEVELOPMENT CORPORATION

By: _____

By: _____

Name: _____

Name: Tom Warner

Title: _____

Title: General Manager

Address: _____

Address: 1829 Sam Houston

Liberty, Texas 77575

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
202____, by _____, on behalf of KJ
CHEMICAL, LLC.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on this _____ day of _____,
202____, by Tom Warner, General Manager, of the LIBERTY COMMUNITY
DEVELOPMENT CORPORATION, on behalf of said entity.

Notary Public, State of Texas

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2023

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDING THE BID FOR THE FIRE HYDRANT REPLACEMENT PROJECT.

Department: Water, Wastewater

Subject: Fire Hydrant Replacement Project

Background: The Fiscal Year 2023 Capital Improvement Plan included \$250,000 for the Fire Hydrant Replacement Project. This project would repair/replace thirteen (13) fire hydrants in all areas of the city. On January 19, 2023, six(6) bids were received for the Fire Hydrant Replacement Project. The bids ranged from the apparent low bid of \$258,910 to the high bid of \$635,000. The low bid was submitted by Bull-G Construction, LLC., of Houston. Since this company had not previously done work for the City, Public Works contacted several of their references. The references did not indicate any issues with the company or the work they completed. The company has completed various water and wastewater projects, including fire hydrant installation, repair and replacement. The additional \$8,910 to cover the total bid cost is available in the Water/Wastewater Fund.

Funding Source: Water/Wastewater Capital Improvement Plan.

Staff Recommendation: Staff recommends approval of the resolution awarding the bid for the Fire Hydrant Replacement Project to Bull-G Construction, LLC.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 1/24/2023 6:00 PM

Department: Water, Wastewater
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDING THE BID FOR THE FIRE HYDRANT REPLACEMENT PROJECT.

WHEREAS, the Fiscal Year 2023 Capital Improvement Plan included \$250,000 for the fire hydrant replacement project; and

WHEREAS, this project would repair/replace thirteen (13) fire hydrants in all areas of the city; and

WHEREAS, on January 19, 2023 the City received six (6) bids for the Project that ranged from an apparent low bidder of \$258,910 to the high bid of \$635,000; and

WHEREAS, the low bid was submitted by Bull-G Construction, LLC; and

WHEREAS, the additional \$8,910 needed to cover the total bid cost is available in the Water/Wastewater fund; and

WHEREAS, the City Council finds that repairing/replacing fire hydrants within the city would be beneficial to the citizens of Liberty.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby awards the Fire Hydrant Replacement Project contract to Bull-G Construction, LLC in the amount of \$258,910 with the additional \$8,910 coming from the water/wastewater fund.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas

2022 CITY OF LIBERTY FIRE HYDRANT REPLACEMENT PROJECT BID TABS

BULL-G CONSTRUCTION, LLC						ANDROID CONSTRUCTION SERVICES, LLC		S-T UTILITIES INC.		ARANDA INDUSTRIES, LLC		BRANCH CONSTRUCTION GROUP, LLC		T-CONSTRUCTION, LLC	
BID ITEM DESCRIPTION	ITEM NO.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
COMPLETE REMOVAL: FIRE HYDRANT ASSEMBLY	1	13	EA	\$1,000.00	\$13,000.00	\$1,500.00	\$19,500.00	\$2,500.00	\$32,500.00	\$1,500.00	\$19,500.00	\$500.00	\$6,500.00	\$865.00	\$11,245.00
COMPLETE VALVE INSTALLATION: 6" VALVE HOT ON MAIN	2	15	EA	\$3,204.00	\$48,060.00	\$9,350.00	\$140,250.00	\$11,000.00	\$165,000.00	\$12,500.00	\$187,500.00	\$1,867.00	\$28,005.00	\$2,860.00	\$42,900.00
COMPLETE INSTALLATION: 12" VALVE HOT ON MAIN	3	2	EA	\$5,500.00	\$11,000.00	\$18,500.00	\$37,000.00	\$15,800.00	\$31,600.00	\$22,500.00	\$45,000.00	\$15,000.00	\$30,000.00	\$5,130.00	\$10,260.00
COMPLETE INSTALLATION AND REMOVAL: 6" LINE STOP	4	15	EA	\$5,650.00	\$84,750.00	\$6,600.00	\$99,000.00	\$5,000.00	\$75,000.00	\$9,500.00	\$142,500.00	\$4,347.00	\$65,205.00	\$8,365.00	\$125,475.00
COMPLETE INSTALLATION AND REMOVAL 12" LINE STOP	5	2	EA	\$8,350.00	\$16,700.00	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00	\$13,000.00	\$26,000.00	\$7,000.00	\$14,000.00	\$10,985.00	\$21,970.00
COMPLETE INSTALLATION: FIRE HYDRANT ASSEMBLY W/6" VALVE	6	13	EA	\$5,800.00	\$75,400.00	\$6,500.00	\$84,500.00	\$7,500.00	\$97,500.00	\$14,000.00	\$182,000.00	\$11,046.00	\$143,598.00	\$9,250.00	\$120,250.00
MOBILIZATION / DEMOBILIZATION (NOT TO EXCEED 5%)	7	1	LS	\$6,000.00	\$6,000.00	\$20,312.50	\$20,312.50	\$17,000.00	\$17,000.00	\$30,000.00	\$30,000.00	\$1,200.00	\$1,200.00	\$25,000.00	\$25,000.00
BARRICADES, TRAFFIC CONTROL AND SIGNS	8	3	MON	\$1,333.00	\$4,000.00	\$2,000.00	\$6,000.00	\$10,000.00	\$30,000.00	\$1,000.00	\$3,000.00	\$1.00	\$3.00	\$5,000.00	\$15,000.00
TOTALS					\$258,910.00		\$426,562.50		\$458,600.00		\$635,500.00		\$288,511.00		\$372,100.00

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: January 24, 2023

Agenda Wording: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PURCHASE OF SECURITY CAMERAS AND DEVICES FROM FORD AV FOR USE AT THE ELECTRIC SUBSTATIONS AND AT THE WASTEWATER TREATMENT PLANT.

Department: Public Works

Subject: Security Cameras at Electrical Substations and the Wastewater Treatment Plant.

Background: Due to recent events at various electrical substations throughout the country, it is prudent to begin installing security cameras at the Liberty, Beaumont and Boomerang Substations and the Wastewater Treatment Plant. The cameras will provide an additional level of security that currently exists at the facilities combined with increased police patrols at these facilities. The estimated cost to install multiple cameras at each of the locations ranges from \$123,000 to \$144,000. A more exact price will be provided after an in-depth review of the design plans and specifications, a determination of the specific labor to be performed as well as the quantity, description, manufacturer and model of the materials selected for use. The cameras will be purchased from the company that installed the cameras at City Hall through BuyBoard, a purchasing cooperative. Additionally, the cameras and monitoring software system for these locations is the same as what currently exists at City Hall and eliminates the cost for new or additional licenses.

Funding Source: Funds are available in the Electric and Wastewater Fund balance.

Staff Recommendation: Staff recommends approval of the resolution for the purchase and the installation of security cameras, at a cost not to exceed \$144,000, at the Liberty, Beaumont and Boomerang Electric Substations and the Wastewater Treatment Plant.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 1/24/2023 6:00 PM

Department: Public Works
Category: Resolution

Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PURCHASE OF SECURITY CAMERAS AND DEVICES FROM FORD AV FOR USE AT THE ELECTRIC SUBSTATIONS AND AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, due to recent events at various electrical substations throughout the country, the City Council finds it necessary and prudent to install security cameras at the Liberty, Beaumont, and Boomerang substations and at the Wastewater Treatment Plant; and

WHEREAS, the cameras will provide an additional level of security that currently exists at the facilities combined with increased police patrols at these facilities; and

WHEREAS, the estimated cost from Ford AV to install multiple cameras at each of the locations ranges from \$123,000 to \$144,000; and

WHEREAS, the cameras and monitoring software system for these locations would be the same as what currently exists at City Hall; and

WHEREAS, the City Council finds securing our electric substations and wastewater treatment plant via security cameras would benefit the citizens of Liberty.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, hereby approves the purchase and installation of security cameras at the Liberty, Beaumont, and Boomerang substations and at the wastewater treatment plant by Ford AV.

PASSED AND APPROVED this ____ day of _____, 2023.

Mayor
City of Liberty, Texas

ATTEST:

City Secretary
City of Liberty, Texas