



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 10, 2009

6:00 PM

City Council Chambers

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

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrival
Mayor Carl Pickett	..	..	..	
Councilperson Dennis Beasley	..	..	..	
Councilperson Diane Huddleston	..	..	..	
Mayor Pro-Tem Mike McCarty	..	..	..	
Councilperson Al Simonson	..	..	..	
Councilperson Louie Potetz	..	..	..	
Councilperson Frank Jordan	..	..	..	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

V. PRESENTATIONS / REPORTS

1. Information Item 2009-9

Pay Plan - Chris Hartung, Waters Consulting

2. Information Item 2009-10

SRMPA Report - Mayor Pickett

- Attachment #1 - SRMPA Minutes Jan 09(PDF)

3. Information Item 2009-11

Liberty Bell Tower - Ron Wood

- Attachment #2 - Bell Tower Inspection (PDF)

4. Information Item 2009-12

Power Plant - Ron Wood

- Attachment #3 - Power Plant Struct Insp #2 (PDF)

5. Information Item 2009-13

Recycling Report - Councilperson Huddleston

- Attachment #4 - Tire Recycling Day April 09 (PDF)

6. Information Item 2009-14

Financing Options for the Humphreys Cultural Center Expansion Project and Construction of Electrical Sub-Station - Ron Wood

- Attachment #5 - Financing Option CC & Substation-Fulbright (PDF)

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.

A. Minutes Approval

1. Tuesday, February 10, 2009

B. Items**1. Council Action 2009-15**

Consider Approval of an Interlocal Agreement Between the City of Liberty and Liberty County for Lease of Electronic Voting Equipment for the May 9, 2009 General Election.

- Attachment #6 - Interlocal Agreement DRE (PDF)

2. Council Action 2009-16

Consider Approval of an Agreement with Trees, Inc. for Tree Trimming Services of the City's Electric System.

FISCAL IMPACT:

There was \$70,000 budgeted in the Electrical Department for Contract Tree Trimming.

- Attachment #7 - Trees, Inc Agreement Feb 09 (PDF)

VII. REGULAR AGENDA**A. Regular Session****1. Council Action 2009-17**

Consider Appointments to the Airport Advisory Board.

2. Resolution 2009-5

Consider a Resolution Authorizing Limited Administrative Approval of Minor Variances Related to Natural Disasters.

3. Ordinance 2009-3

Consider Adoption of an Ordinance Amending the Boundary of the Protected Zones Regarding the Location of Manufactured Homes and Manufactured Home Parks.

4. Resolution 2009-6

Consider Approval of a Resolution Regarding a Moratorium on Mobile Home And/Or Manufactured Home Permitting, Placement or Relocation Within Specified Flood Zone Areas.

5. Ordinance 2009-4

Consider Adoption of an Ordinance Regarding the Placement and Location of Recreational Vehicle Parks in the City of Liberty.

6. Resolution 2009-7

Consider Approval of a Resolution Regarding a Moratorium on the Issuance of Permits for Recreational Vehicles in the City of Liberty.

B. Executive Session

Deliberation Regarding Real Property. Gov. Code §551.072
Consultation With Attorney. Gov. Code §551.071

1. Discussion of the Union Pacific Rail Spur.

Personnel Matters. Gov. Code §551.074
Consultation With Attorney. Gov. Code §551.071

2. Discussion of Police Chief applicants and search firm status.

C. Reconvene into Regular Session

Consider any action on the items as discussed in the Executive Section

1. Consider action, if any, on the items as discussed in the Executive Session

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, 2009 at 1:00 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: 03/10/09 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM 2009-9

DOC ID: 1280

Pay Plan - Chris Hartung, Waters Consulting

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-10

DOC ID: 1273

SRMPA Report - Mayor Pickett

9:30 a.m.

Livingston, Texas

January 27, 2009

The regular meeting of the Board of Directors of the Sam Rayburn Municipal Power Agency was held at 200 W. Church St., Livingston, Texas 77351, on the above date with the following members present:

Bruce Halstead	President
David Barber	Vice President
Marilyn Sutton	Secretary
Alan Grindstaff	Director
Ben Ogletree	Director
Carl Pickett	Director

Others present were Rick Nowlin of Nowlin & Associates and Bruce Mintz.

Bruce Halstead called the meeting to order with a quorum present at 9:30 a.m.

Mr. Halstead called for the approval of the minutes of the special meeting held on September 30, 2008. A motion was made by Ben Ogletree, seconded by David Barber, to approve the minutes as presented. The motion was passed unanimously.

Mr. Halstead called for the ratification of payment of the September, October, and November 2008 payables. A motion was made by Alan Grindstaff, seconded by David Barber, to ratify the payment of those payables. The motion passed unanimously.

Mr. Halstead next called for the approval of the December 2008 payables. Two items on the payables list were discussed in particular. First, Bruce Mintz advised the Board that the amount shown payable to the American Public Power Association included an invoice in the amount of \$2,500.00 for an annual contribution to certain lobbying efforts, an effort that the Board has elected not to contribute to in previous years. Second, Bruce Halstead pointed out certain line items on the invoice of Gillis & Angley that appeared to need verification before payment. After a brief discussion, a motion was made by Ben Ogletree, seconded by David Barber, to approve payment of the payables except for the \$2,500.00 invoice to the APPA and that the Gillis & Angley invoice should be paid only after verification. The motion passed unanimously.

Bruce Mintz advised the Board regarding Agency financial operations for the first quarter of FY2009. Mr. Mintz stated that hydropower generation at both dams had declined significantly from the first of the fiscal year through January 9, 2009, at which time Sam Rayburn Dam ceased generation completely, because of drought conditions and a resulting low water table above the dams. Mr. Mintz further stated that power costs had increased significantly as a result of the loss of the hydropower and that an energy rate increase may be required if hydropower generation was not restored within a few months in order to maintain debt service coverage.

Bruce Halstead addressed the Report of the President and advised the Board that there had been no change to the items listed in the agenda since last discussed.

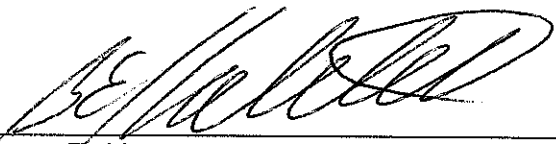
Rick Nowlin of Nowlin & Associates gave the Engineer's Report.

At 9:49 a.m., the Board went into Executive Session pursuant to Texas Government Code §551.086 to discuss and, if deemed appropriate, take action on competitive matters related to power supplies, purchases, sales, pricing and opportunities.

The Board reconvened the public meeting at 10:17 a.m.

The Board next considered retaining Strategic Advisory Services, LLC (Randy Finken, Principal), for advisory services related to the restructuring of the Agency's Requirements Power Supply Agreement and the presentation thereof to the bond rating agencies. Following discussion of Mr. Finken's proposal, a motion was made by Alan Grindstaff, seconded by Marilyn Sutton, to pay Mr. Finken for his work performed to date but to delay retaining his firm for future work until he can provide the Board with an estimate of the scope of the work he proposes to provide and the costs thereof. The motion passed unanimously.

There being no further business before the Board, the meeting was adjourned at 10:32 a.m.



Bruce E. Halstead, President

ATTEST: 
Marilyn Sutton, Secretary

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-11

DOC ID: 1274

Liberty Bell Tower - Ron Wood

107 W. Lufkin Avenue, Suite 200
P.O. Box 151508
Lufkin, Texas 75915-1508
T 936.637.6061 F 936.637.6239 www.ksaeng.com

KSA
ENGINEERS

February 23, 2009

Mr. Avon J. Moore.
City of Liberty
1829 Sam Houston
Liberty, TX 77575

**Re: Liberty Bell Tower
Inspection**

Dear Mr. Moore:

On Tuesday, February 17, 2009, KSA Engineers, Inc. performed a visual investigation of the Liberty Bell Tower located adjacent to the library building in Liberty, Texas. KSA was asked to inspect the tower with regard to possible damage from high winds associated with Hurricane Ike and to discuss potential for further damage or collapse. The Tower is an approximately 50' tall free standing structure built from reinforced concrete masonry units (CMU). The picture below was taken from the adjacent street.



Liberty Bell Tower

From the visual inspection, it is obvious that the structure has some amount of construction flaws that limit the structural capacity. One section of concrete masonry unit had cracked and fallen away revealing that at least some cells of the structure had

Longview
Tyler
Lufkin
Austin
Dallas
Sugar Land

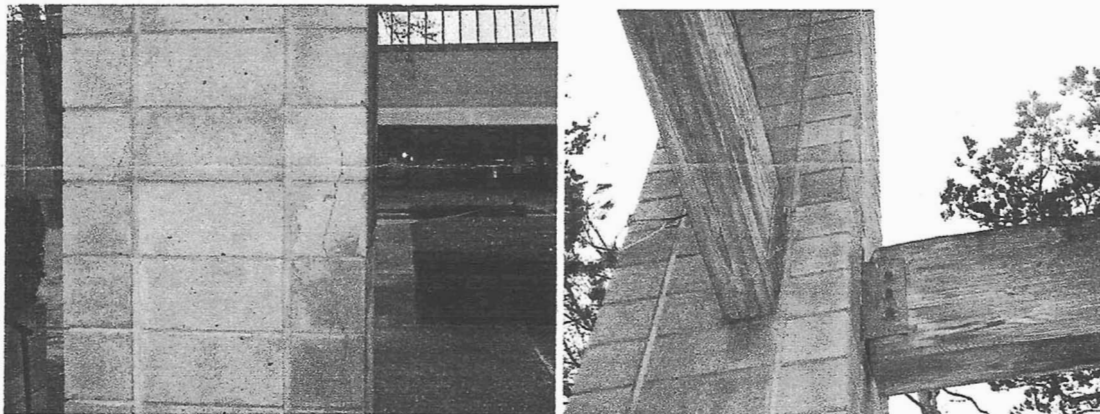
Attachment # 2: Bell Tower Inspection (INF-2009-11 : Liberty Bell Tower)

not been fully grouted. The picture below shows the area known to have grout problems.



Masonry Cell without Grout

A section of approximately two CMU courses were not filled with grout. This contributed to the spalling of the CMU shell away from the reinforcing bar. Inspection of the reinforcing bar in the grouted cell revealed a high degree of corrosion on the embedded bar which was not present on the reinforcement exposed in the ungrouted void. Advanced corrosion of the reinforcement can also cause concrete to spall. Several additional areas on the columns were cracked but had not spalled. The pictures below contain examples.



Additional Cracked Areas

These cracks are located in areas of high stress during wind loadings and it is likely that the cracks in these areas will become more severe. However, based upon our brief inspection it is not possible to determine if the current cracks formed due to 1) high wind

loads due to Hurricane Ike, 2) defectively grouted CMU cells, or 3) advanced corrosion of the reinforcement bar or, more likely, a combination of all three.

There are several non-destructive methods that could be used to evaluate the adequacy of the tower structure. Ground penetrating radar and infrared thermography have proven effective at identifying unfilled cells in masonry construction. Impact Echo and Half-cell Potential are standard methods used to evaluate corrosion in reinforcing bar. Results from these tests may be coupled with rigorous structural analysis to determine if the tower is currently adequate to resist potential storm events. Specialized engineering firms would normally complete this work and an in depth study could be costly. The study will determine if the structure is adequate in its current state.

However, based on the advanced degree of corrosion in the reinforcing bars, some repair must be made. None of the industry standard repair methods lend themselves to this type of construction. Typically, concrete would either be chipped out around the reinforcement and an additional rebar laid in place and re-grouted, or the area would be wrapped in a fiberglass encasement where the fiberglass basically replaces the reinforcement. Neither of these would be visually appealing. A complete repair is also likely to exceed the tower's replacement cost.

We recommend the City consider demolishing the current tower and erecting a new one in its place. Collapse of the tower is a possibility during strong wind events such as a hurricane or severe thunderstorm. However, pieces of CMU may fall from the tower at any time. If you have any questions concerning our findings, please don't hesitate to contact us

Thank you,

KSA Engineers, Inc.


Alan Draper, P.E.
Project Manager

Enclosure

pc: File: Liberty General File

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-12

DOC ID: 1275

Power Plant - Ron Wood

107 W. Lufkin Avenue, Suite 200
P.O. Box 151508
Lufkin, Texas 75915-1508
T 936.637.6061 F 936.637.6239 www.ksaeng.com



February 23, 2009

Mr. Avon J. Moore.
City of Liberty
1829 Sam Houston
Liberty, TX 77575

**Re: Power Plant Building
1909 Monta St.
Second Structural Inspection**

Dear Mr. Moore:

On Tuesday, February 17, 2009, KSA Engineers, Inc. performed a follow up structural investigation of the existing power plant building located at 1909 Monta St. This inspection was prompted by failure of the building's roof earlier that week. The building had originally experienced structural damage during Hurricane Ike when a retrofitted steel roof had failed due to high winds. This failure exposed an existing roof deck to the elements and forced the existing structure to serve again as the buildings primary roof structure. As mentioned in the original investigation, downspouts and roof drains serving the existing roof were in unknown condition. It appears that during a rain event, water accumulated on the existing roof to levels sufficient to cause overload of the wooden trusses in the center section of the building. The wooden trusses failed about their midpoint due to large moment loading associated with the ponding rainwater.



Collapsed Roof Structure

Longview
Tyler
Lufkin
Austin
Dallas
Sugar Land

Attachment # 3: Power Plant Struct Insp #2 (INF-2009-12 : Power Plant)

The picture above shows the roof failure. Close inspection of the roof trusses indicated that the units utilized split ring connectors at the midpoint. The split rings were overloaded in tension and separated causing the trusses to collapse. The image below shows the pull out failure of the split ring bolts.



Truss End With Failed Split Ring Connector

The parapet of the exterior wall was connected to the trusses and roof waterproofing. Rotation of the truss ends at the exterior wall caused the brick parapet to collapse along the entire center section of the building. The image below shows the parapet at the front entrance.



Collapsed Parapet

The roof failure has further compromised the buildings structural adequacy in several ways. First, the building in the area of failure was two story with storage space on both floors. The roof structure is now resting of the first floor ceiling structure which also formed the second floor walking surface. This structure though well built was not designed to support the large load associated with all the roof members, roof coatings, ballast stone, etc as well as the load from any new rain event. Second, the roof trusses provided needed bracing to the tall exterior wall especially in the rear of the building. Without the roof trusses, the rear wall may not withstand a wind loadings. Third, water intrusion into the building from this point forward will be unlimited. Rot of wood members, mold and mildew will advance quickly.

The City should consider the building unstable and take precautions to avoid injury should further collapse occur. Use of the building should be discontinued. The building should be fenced and appropriate warning signs erected. Electric power supply to the building should be disconnected. City personnel should avoid the general area of the building during any storm or wind event. The City currently has a sizeable inventory of materials stored in the first floor storage area under the collapsed roof. Due to the potential for injury and liability involved, the City should consider leaving those materials in place until the structure has been made safe from further collapse. If the City must remove those materials, we suggest that a demolition contractor be hired to first remove and dispose of the collapsed roof structure and install shoring for the exterior walls. It should also be noted that with 1/3 of the roof structure collapsed the remaining steel roof trusses and exterior walls are exposed to set of loading conditions not previously expected. In particular, the steel trusses uplift resistance was reduced when the parapet originally failed. Now, the collapsed edges of the roof will allow wind events to lift the remaining roof from underneath. If the City intends to salvage and repair this structure, it is critical that steps be taken to make repairs and assure continuity of load path prior to any significant storm events.

The existing building encompasses approximately 6784 sqft under one roof with approximately 4078 sqft of storage area directly under the area of collapse. Repairs to the existing building were estimated to cost \$200,000 prior to collapse of the existing roof. Given the current failure and the affects of water intrusion until repairs can be made, the primary reusable items are the foundation, partial exterior walls, and two thirds of the roof joists. The entire 4078 sqft storage area must be rebuilt, all roof decking must be replaced, 1/3 of the roof joist must be replaced, the upper 6' of the majority of the exterior wall must be rebuilt, and all water damage must be mediated. Our construction cost opinion for this work is approximately \$450,000. It is our opinion based the buildings probable current worth that the expense to repair the structure is well over 51% of the building's value.

Total usable square footage of the existing building is approximately 8,000 sf when the second floor storage area is taken into account. A budgetary cost for a basic warehouse building can be estimated at \$100-\$150 per square foot for an approximate replacement construction cost of \$800,000-\$1,200,000 depending upon amenities. If a replacement building duplicates the amenities in the existing structure, the building should fall in the lower price ranges.

We hope that our recommendations assist the City to resolve the problems with this building. If you have any questions concerning our findings, please don't hesitate to contact us.

Thank you,

KSA Engineers, Inc.



Alan Draper, P.E.
Project Manager

Enclosure

pc: File: Liberty General File

Attachment # 3: Power Plant Struct Insp #2 (INF-2009-12 : Power Plant)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

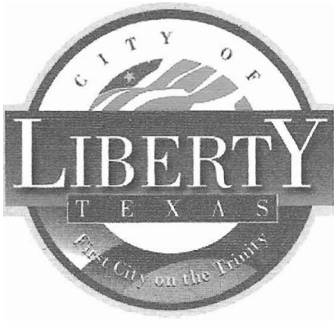
Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-13

DOC ID: 1276

Recycling Report - Councilperson Huddleston



CITY OF LIBERTY - TIRE RECYCLING DAY
APRIL 04, 2009

WONDERING WHAT TO DO WITH OLD TIRES AND HOW TO HELP IMPROVE OUR COMMUNITY AT THE SAME TIME? HERE'S HOW!

THE CITY OF LIBERTY, IN PARTNERSHIP WITH JOHN J HEBERT DISTRIBUTORSHIP OF LIBERTY AND AARON'S TIRE OF DAYTON, IS SPONSORING A

TIRE RECYCLING DAY

HELP TO CLEAN UP OUR COMMUNITY BY DISPOSING OF YOUR OLD TIRES AND YOUR NEIGHBORS OLD TIRES. BRING THEM TO THE JOHN J HEBERT DISTRIBUTORSHIP, 424 HIGHWAY 90 IN LIBERTY, ON SATURDAY, APRIL 04, 2009, FROM 9 AM – 1 PM. **NO CHARGE** FOR TIRE DISPOSAL, HOWEVER, IT IS LIMITED TO INDIVIDUALS (PLEASE, NO BUSINESSES).

FOR ADDITIONAL INFORMATION, CONTACT DIANE HUDDLESTON, 936-340-4742, OR THE CITY OF LIBERTY, 936-336-7361.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-14

DOC ID: 1277

Financing Options for the Humphreys Cultural Center Expansion Project and Construction of Electrical Sub-Station - Ron Wood

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

FULBRIGHT TOWER
1301 MCKINNEY, SUITE 5100
HOUSTON, TEXAS 77010-3095
WWW.FULBRIGHT.COM

NTHOMAS@FULBRIGHT.COM
DIRECT DIAL: (713) 651-3613

TELEPHONE: (713) 651-5151
FACSIMILE: (713) 651-5246

February 27, 2009

BY FIRST CLASS MAIL

Mr. Ron Wood
City Manager
City of Liberty, Texas
1829 Sam Houston
Liberty, Texas 77575

Re: Financing options for library renovation and construction of electrical sub-station

Dear Mr. Wood:

You have informed us that the City of Liberty (the “City”) desires to finance the renovation of the local library (the “Library”) and the construction of an electrical sub-station to serve Boomerang Industries (the “Substation”) by issuing tax-exempt obligations. The City has two different financing options which it can undertake for funding these two capital projects.

Combined Financing. The City could issue Certificates of Obligation in the amount of approximately \$3,200,000 to provide a combined financing for both the Library and the Substation. The use of Certificates of Obligation (the “Certificates”) allows the city to pledge tax revenues, along with other revenues, as the security and source of payment for such Certificates without having to conduct an election, but is subject to petition and referendum. Debt service on the portion of the Certificates used to finance the Substation would need to be paid from taxes of general application, which could include sales tax revenues of the 4B Corporation, to preserve the tax-exempt states of the Certificates. Sales taxes from the 4B corporation could not be pledged as security for the Certificates, but could be paid subject to amounts appropriated annually under a separate agreement between the 4B corporation and the City.

A combined financing allows the City to reduce its costs of issuance for the Certificates but would limit the City’s flexibility for redemption.

Separate Financing. The City could separately finance the \$700,000 Library renovation and Substation construction through two different financing mechanisms. The Library renovation may be privately placed with a bank through tax anticipation notes. The terms of the notes could be privately negotiated between such bank and the City. Choosing to finance the

55392038.2

AUSTIN • BEIJING • DALLAS • DENVER • DUBAI • HONG KONG • HOUSTON • LONDON • LOS ANGELES • MINNEAPOLIS
MUNICH • NEW YORK • RIYADH • SAN ANTONIO • ST. LOUIS • WASHINGTON DC

Mr. Ron Wood
February 27, 2009
Page 2

Library renovation separately would provide the City greater flexibility in choosing repayment terms, as such notes could be called and repaid by the City at any time without a substantial redemption penalty. The \$2,500,000 Substation construction would then be financed with certificates of obligation issued by the City. The same issue regarding the use of taxes of general application as security for the certificates would apply, but would not apply to the notes. This option would involve higher costs of issuance, but provide greater flexibility.

The City will have to determine whether it is more beneficial to reduce its costs of issuance or whether it would like to have flexible call terms for the financing of the Library renovation. Both are viable, legal financing options that the City can consider for these two capital projects. Please contact me if you need any additional information or if you have any further questions.

Very truly yours,



Neil Thomas

Cc: Mayor Carl Pickett
Mr. Jim Gilley (Coastal Securities)
Ms. Heather De La Garza (Firm)



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, February 10, 2009

6:00 PM

City Council Chambers

I. CALL TO ORDER

The Meeting was called to order on February 10, 2009 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:03 PM by Mayor Carl Pickett.

II. INVOCATION

The Invocation was given by Father Ted Smith, St. Stephens Episcopal Church.

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American and Texas flags were led by Mallory Fowler and Julie Birdwell, Liberty High School Seniors.

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.

1. Mr. Mike Ely spoke regarding his concerns relative to the Airport Advisory Board.
2. Mayor Pickett reminded everyone of the upcoming Liberty-Dayton Chamber of Commerce Annual Awards Banquet, to be held February 24, 2009.
3. Mayor Pickett expressed his regrets on the passing of Councilperson Al Simonson's father.

V. PRESENTATIONS / REPORTS

1. Information Item 2009-4

SRMPA Update - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported on the Sam Rayburn Municipal Power Agency's most recent agenda, and stated that he would be providing, to the Council Members, minutes of each meeting after their approval.

2. Information Item 2009-5

Statewide Smoking Ban - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported on information received regarding a statewide, comprehensive smoke-free law. This proposed law would eliminate dangerous secondhand smoke exposure for workers and patrons in all indoor public and work places in the state. Mayor Pickett inquired of Council if there were any objections to him signing a letter supporting this smoke-free ban, to be passed to the upcoming 81st Legislative Session. Mayor Pickett will execute the letter.

Minutes Acceptance: Minutes of Feb 10, 2009 6:00 PM (Minutes Approval)

ATTACHMENTS:

- Attachment #1 - Smoking Ban (PDF)

3. Information Item 2009-6

Financial Report

COMMENTS - Current Meeting:

City Manager Ron Wood reported on the city's current financial status, in the absence of Finance Director Naomi Herrington. Mr. Wood reported that general fund revenues were consistent with budget figures as they should be this time of year. Mr. Wood also reviewed the various funds and year-to-date revenues and expenditures.

ATTACHMENTS:

- Attachment #2 - Jan 2009 encumbrance financial report (PDF)

4. Information Item 2009-7

Hurricane Financial Report

COMMENTS - Current Meeting:

City Manager Ron Wood updated the Council on the status of Hurricane Ike financials, presenting a cash flow analysis of hurricane related costs. Mr. Wood reported on transfers from other funds, tax anticipation notes, insurance payments, and other related issues. Mr. Wood also reported on a FEMA reimbursement for storm debris removal in the amount of \$2.9 million. However, the state kept 10% of this amount until the closeout audit is complete, at which time the city will receive the withheld amount.

5. Information Item 2009-8

Public Claims Adjustment-Hurricane Ike - Mark Beausoleil, Atty.

COMMENTS - Current Meeting:

Attorney Mark Beausoleil was present to address the Council regarding a public claims adjustment process, related to Hurricane Ike damages. Mr. Beausoleil is working with representatives from Mordecai Claim Service, whose services include disaster recovery and FEMA Public Assistance consulting services. Mordecai's goal is to maximize federal disaster assistance funding, insurance reimbursements, and to expedite the obligation of those funds to the client. Discussion ensued regarding insurance reimbursements, FEMA project worksheets, fees, and other related topics.

Council gave the City Manager direction to move forward and expedite the process to work toward contracting with Mr. Beausoleil and Mordecai Claim Service.

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.

A. Minutes Approval

1. Tuesday, January 13, 2009
2. Tuesday, January 20, 2009
3. Tuesday, January 27, 2009

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2009-10

Consider Raising Compensation Paid to Election Officials for the Conduct of City Elections.

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell requested that Council raise the compensation paid to election officials, to ensure the City keeps a knowledgeable and efficient group of workers. Ms. Tidwell requested the hourly rate be increased to \$10.00, in order to retain these community-minded individuals.

A motion was made to increase the hourly rate for election officials from \$8.50 to \$10.00.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mike McCarty, Mayor Pro-Tem
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan

2. Ordinance 2009-2

Consider Adoption of an Ordinance Ordering a General Election to be Held in the City of Liberty on Saturday, May 9, 2009.

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the ordinance into the record as follows:

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 9TH DAY OF MAY, 2009; 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 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."

Those council members whose terms expire are Councilpersons Dennis Beasley, Al Simonson, and Diane Huddleston.

A motion was made to adopt the Ordinance calling for a General Election on Saturday, May 9, 2009.

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

3. Resolution 2009-3

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 Liberty Jubilee.

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the Resolution into the record as follows:

"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."

A motion was made to approve the Resolution.

ATTACHMENTS:

- Attachment #3 - TxDOT Temporary Rd. Closure Agreement (DOC)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Louie Potetz, Councilperson
SECONDER:	Mike McCarty, Mayor Pro-Tem
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan

4. Resolution 2009-4

Consider Approval of a Resolution Ordering the Redemption of City of Liberty General Obligation Refunding Bonds, Series 2003.

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the Resolution into the record as follows:

"A RESOLUTION ORDERING THE REDEMPTION OF CITY OF LIBERTY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2003."

At a meeting of the Liberty Community Development Corporation, held on January 27, 2009, the board members voted to retire the debt incurred for construction of the levee. This Resolution calls for the redemption of the outstanding bonds.

A motion was made to approve the Resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Frank Jordan, Councilperson
SECONDER:	Mike McCarty, Mayor Pro-Tem
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan

5. Council Action 2009-11

Consider Appointments to the 2009 Charter Review Commission.

COMMENTS - Current Meeting:

A motion was made to appoint the following individuals to the 2009 Charter Review Commission:

Councilperson Frank Jordan	Victor Barrance
Marsha LaFour	Jamie Carter
Clarence Martin	

Minutes Acceptance: Minutes of Feb 10, 2009 6:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Dennis Beasley, Councilperson
SECONDER: Mike McCarty, Mayor Pro-Tem
AYES: Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz, Jordan

6. Council Action 2009-12

Consider Reinstitution of the Airport Advisory Board.

COMMENTS - Current Meeting:

A motion was made to re-institute the Airport Advisory Board, with the Board's authority to cease December 31, 2009.

ATTACHMENTS:

- Attachment #4 - AAB Dec 08 (PDF)

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

7. Council Action 2009-13

Consider Authoriztion to Guarantee Payment to the Sam Rayburn Municipal Power Agency for an Electric Hardware Study.

COMMENTS - Current Meeting:

The City of Liberty proposes to guarantee payment to SRMPA for two System Impact Studies, for a maximum cost of \$20,000 each; to survey the current electric hardware's ability to deliver the load required by Boomerang Tube, LLC. This study will be conducted by SRMPA's power supplier, EAM. Although the studies are estimated to be approximately \$5000 per study, the City must provide assurance to SRMPA in the amount of \$40,000. Boomerang Tube has provided a maximum limited guaranty to the City of Liberty in the amount of \$40,000.

A motion was made to approve the guarantee of payment and to instruct SRMPA to move forward with the electric hardware studies.

ATTACHMENTS:

- Attachment #5 - Boomerang Guarantee (PDF)
- Attachment #6 - City's Guarantee SRMPA (PDF)

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

8. Council Action 2009-14

Consider Appointments to the Community Development Advisory Board.

COMMENTS - Current Meeting:

A motion was made to appoint the following individuals to the Community Development Advisory Board:

Sharon Riley Celeste Newton
 Martha Goodwin Stephen Dugger
 Juan Venegas Beth Takach

ATTACHMENTS:

- Attachment #7 - Comm Dev Adv Brd Info Feb 09 (DOC)

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

VIII. COUNCIL MEAL

Council shared an evening meal.

IX. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 8:28 p.m.

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

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Feb 10, 2009 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2009-15

DOC ID: 1279 A

Consider Approval of an Interlocal Agreement Between the City of Liberty and Liberty County for Lease of Electronic Voting Equipment for the May 9, 2009 General Election.

EXPLANATION:

This agreement is for the leasing of two electronic voting machines: one for early voting and one for Election Day. The cost of this equipment is \$165.00 per day, for a total of eight (8) days. Total cost is \$1,320.00.

Dianne Tidwell

**INTERLOCAL AGREEMENT BETWEEN
LIBERTY COUNTY AND CITY OF LIBERTY**

This agreement, made and entered into, by and between Liberty County, hereinafter referred to as "County", acting herein by and through its County Judge and County Commissioners' Court, and City of Liberty, hereinafter referred to as "Entity", acting by and through its Board.

WHITNESSETH

WHEREAS, the Entity is required to conduct an City of Liberty, on May 9,2009; and

WHEREAS, section 61.012 of the Texas Election code requires that at least one accessible voting system be provided in each polling place in a Texas Election on or after January 1,2007; and

WHEREAS, sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems; and

WHEREAS, the Entity, located in Liberty County, Texas, desires to enter into an Interlocal Agreement for the use of the County's election voting equipment, including the Disabled Access Unit (DRE) and Judge's Booth Controller (JBC) for the early voting period and election day, May 9,2009; and

WHEREAS, the Commissioners' Court of Liberty County, Texas desires to give authorization for said usage.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF LIBERTY COUNTY, TEXAS, THAT:

Said Commissioners' Court authorizes the usage of said equipment by Entity under conduct and supervision of Delia Sellers, Liberty County Clerk; and

BE IT FURTHER RESOLVED, that the election costs incurred in the programming of said equipment for the purpose by the County's vendor, Hart Intercivic, will be the responsibility of Entity; and

BE IT FURTHER RESOLVED, the purchase price for each DRE and JBC totals \$5,500.00 for Liberty County. The County Commissioners' Court has set a rate for rental at 3% of the actual cost of the equipment, therefore, for both the DRE and JBC equipment needed for each polling place shall rent for \$165.00 per machine per day for both early voting and election day; and

BE IT FURTHER RESOLVED, that any equipment returned damaged or in lesser state of repair than received, full value of equipment to be repaired or replaced will be the responsibility of the Entity; and

BE IT FURTHER RESOLVED, that the preparation of the equipment, Logic and Accuracy testing, clearing, loading ballot and audit will be performed by the Clerk's personnel at a rate of one and a half times their regular hourly rate for work done on Election day and any day that requires a Deputy Clerk to work overtime for the Election date. The Entity will be responsible for the time and a half rate. The Entity will be responsible for the verification and accuracy of ballot information and shall participate in the proofing of said ballot from vendor; and

BE IT FURTHER RESOLVED, A training of the DRE voting system's functions and operation of the equipment will be given to the Entity's election judges and clerks upon request. Cost of the training will be billed to Entities in attendance; and

BE IT FURTHER RESOLVED, that the Entity will be responsible for the purchase of necessary miscellaneous supplies needed to conduct election, i.e. Flash cards for audio, audit, signature and testing, and printer pack paper; and

BE IT FURTHER RESOLVED, that the Entity and County agree that the estimate sheet is good faith estimate only and the Entity's obligation is the actual cost even in the event the actual cost exceeds the estimated cost; and

BE IT FURTHER RESOLVED, that the Entity retains ultimate responsibility for the election and neither the County nor any County personnel will be held responsible for any outcome of the election or any malfunction of the rented equipment for the election; and

CITY OF LIBERTY HAS REQUESTED TO RENT 1 JBC AND 1 ESLATE DURING THE PERIOD OF EARLY VOTING AND 1 JBC AND 1 ESLATE FOR ELECTION DAY.

BE IT FURTHER RESOLVED, PASSED AND APPROVED, this _____ day of _____, 2009.

Phil Fitzgerald
Liberty County Judge

Delia Sellers
Liberty County Clerk

City of Liberty

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2009-16

DOC ID: 1284

Consider Approval of an Agreement with Trees, Inc. for Tree Trimming Services of the City's Electric System.

EXPLANATION:

The previous agreement with Trees, Inc. has expired. The new document is the same general agreement in regard to the trimming of trees in the power lines. However, the new agreement is for one full year; the previous one was for only six months.

Randy Wiggins

FISCAL IMPACT:

There was \$70,000 budgeted in the Electrical Department for Contract Tree Trimming.

.



Trees, Inc.

GENERAL AGREEMENT

THIS AGREEMENT, made this 3 day of February, 2009 between City of Liberty hereinafter called "**COMPANY**", and TREES, INC., a Delaware Corporation, having its principal office in Houston, Texas hereinafter called "**CONTRACTOR**".

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

1.
 - a) Contractor agrees to furnish all supervisors and labor for the sole purpose of trimming and/or removing trees interfering with the Company's lines, cutting and/or chemically treating brush and undergrowth on Company's rights-of-way, and disposing of the debris resulting from such work as specified by the Company, its agents or employees, to the extent described in Schedule A, "Scope of Work and Special Terms and Conditions".
 - b) It is specifically understood and agreed by the parties hereto that Contractor shall not be required to provide trimming or removal of trees for the purpose of discouraging the climbing of trees or to prevent contact with the Company's lines or other electrical equipment by persons other than employees of Contractor engaged in the work contemplated by this Agreement. Contractor's responsibility is limited to providing line clearance so as to prevent interruption of service by trees or tree limbs coming into contact with the lines or other electrical equipment. The Contractor shall have no liability for personal injury or property damage sustained as a result of persons coming into contact with such lines or other electrical equipment.
2. Company agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereunder and to pay all charges and fees required for such permits and licenses. Permits, licenses and easements of a permanent nature shall be obtained and paid for by the Company.
3. Contractor agrees to perform all work in accordance with all federal and other local laws, ordinances and regulations applicable to said work.
4. Contractor agrees that its personnel shall at all times present a neat appearance, and all work shall be done, and all complaints shall be handled by Contractor with due regard for the Company's public relations.

5. It is understood that Contractor is an independent contractor under the terms of this Agreement, and each of the parties shall perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other party.
 6. Company agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the general public or damage to the property and personnel of the Contractor or the general public.
 7. Contractor agrees to secure from the Company, and the Company agrees to provide, information as to the nature of the feeders involved in all cases before work is commenced. It is understood by and between the parties that the electric feeders of the Company are to continue in normal operation during this work, and that Company is to provide and Contractor is to use such protective equipment as it deems necessary for the protection of its employees, and to guard against interfering with the normal operation of said circuits.
 8. Company agrees to indemnify, hold harmless and defend the Contractor from and against any and all damage or expense which the Contractor may suffer or for which the Contractor may be held liable by reason of any injury (including death) or damage to any property arising out of the execution of the work to be performed hereunder.
- It is the intention of the parties that Contractor shall have no liability to Company for losses and damages or expenses which result from specific work directives given by Company's agents or employees, or from the Contractor's compliance with the Company's specifications concerning work to be performed.
9. Company agrees to provide Workers' Compensation, Property Damage, and Public Liability Insurance in terms and amounts satisfactory to the Contractor.
 10. If required by the Company, Contractor agrees to furnish to the Company, or its representative, time sheets and other required reports, showing the nature, amount and location of work performed, together with the number of man hours involved, the quantities of material used, the number of trees trimmed and removed, the number of acres or spans cut or chemically treated, and other pertinent information which may, from time to time, be required by the Company.
 11. Company agrees to pay invoices monthly for the work provided herein to be done and materials and equipment provided herein to be used in accordance with the attached Schedule A.
 12. This Agreement shall be binding upon the parties hereto and their heirs, successors, executors, administrators, and assigns. Contractor shall not assign any of its rights or duties under this Agreement, or subcontract the whole or any part of the work to be performed hereunder without first having obtained the written consent of the Company authorizing such transfer of rights or duties.

13. This Agreement is not intended to constitute an agreement of hiring under the provisions of any Workers' Compensation or unemployment compensation law, any old age benefit law or any similar law, and it shall not be so construed. Company agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the federal and/or state government which are measured by remuneration paid to Contractor's employees.

14. Whenever due to special circumstances such as, but not limited to, storm emergency work, an employee of the Company is assigned to work directly with Contractor's employees, it is understood that such employee shall at all times remain in the employ of the Company and that Company shall be responsible for all wages and payroll taxes and shall provide Workers' Compensation coverage for such employee.

a) This Agreement shall continue and remain in full force from February 3, 2009 thru January 31, 2010, but may be terminated for any reason by either party upon five (5) day's written notice to the other.

b) Should Contractor fail to carry out the work or to comply with any of the provisions of this Agreement, the Company may terminate this Agreement upon twenty-four (24) hour's written notice to Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first hereinabove written.

City of Liberty

By: X

Title: _____

Date: _____

Trees, Inc.

By: George J. Lankowicz

Title: Vice President

Date: 2-17-09

SCHEDULE A
(SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS)

Forming part of the GENERAL AGREEMENT between City of Liberty and
TREES, INC., dated February 3, 2009.

**Provide clear cut clearance of 10 feet around distribution
electrical lines within the city limits of Liberty.**

Time and Material Rates
Trees Inc for City of Liberty
Calendar Year 2009

<u>ITEM</u>	<u>Rate Per Hour</u>		
<u>Crew Rate</u>	<u>ST</u>	<u>Storm</u>	<u>OT</u>
Supervisor	\$36.91	\$41.14	\$49.62
4 Man Manual Crew	\$83.42	\$91.72	\$108.33
2 Man Bucket Crew	\$54.62	\$59.66	\$69.73
2 Man Jarraff Crew	\$87.77	\$92.80	\$102.88
2 Man Tractor Crew	\$63.77	\$68.59	\$78.22
3 Man Manual Crew	\$67.33	\$74.58	\$89.07
3 Man Bucket Crew	\$72.08	\$79.33	\$93.82

Herbicide
Invoice cost plus 10%

Emergency Response

Lodging and meals not provided during emergency restoration efforts will be invoiced at cost + 10%.

Labor rates will be higher of City of Liberty or sending utility for manpower not normally assigned to City of Liberty.

Overtime will be paid and invoiced for hours worked over 40, including non City of Liberty hours and those hours worked outside normal 8 to 10 hour work day.

Labor will be invoiced for travel to and from home location and storm location.

Equipment not assigned to City of Liberty and requested for emergency response will be invoiced at the following rates per mile, aerial lifts and manual trucks \$1.65, pick up trucks \$.90.

Rates valid for consideration of work assigned related to the Request for Rates submitted 02/03/09 until 1/31/10

Confidential and Proprietary

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION 2009-17

DOC ID: 1278

Consider Appointments to the Airport Advisory Board.

EXPLANATION:

The following information is relative to the Airport Advisory Board. This Board was re-instituted at the Council Meeting of February 10, 2009.

MISSION STATEMENT

The mission of the Airport Advisory Board is to supply technical information, suggestion, and advice concerning the operations, maintenance, and improvement of the Liberty Municipal Airport to the City of Liberty Council and Staff.

MEMBERSHIP REQUIREMENTS

1. The Board will consist of 7 members.
2. Membership may include 2 "non-resident" members.
3. 1 member will be a councilperson or member of management.
4. The Board's authority will cease and the board disband as of Dec. 31, 2009.

I respectfully request the following individuals be appointed:

Sheryl Mayo - Business Owner
Dale Clawson - Pilot & Business Owner
Linda Dubois - Pilot
Charles Grabein - Pilot
Chet Tims - Pilot
E.B. Neuman - Pilot/Instructor
Tracy Williams - Business Owner

Ron Wood

.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Natural Disasters

RESOLUTION 2009-5

DOC ID: 1283

Consider a Resolution Authorizing Limited Administrative Approval of Minor Variances Related to Natural Disasters.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE CITY ADMINISTRATION TO GRANT LIMITED EXCEPTIONS TO THE ORDINANCES OF THE CITY OF LIBERTY REGARDING THE PLACEMENT OF FEMA MANUFACTURED HOMES FOR A LIMITED PERIOD OF TIME UPON CERTAIN CIRCUMSTANCES

WHEREAS, the City Council of the City of Liberty recognizes that certain residents of the city have experienced damage to their homes making the homes uninhabitable for a temporary period, specifically during the period of repair to their home; and

WHEREAS, the variance process requires a period of time due to the requirement of multiple meetings and notices of such meetings that may cause inconvenience and the loss of temporary housing as the variance works through the different levels required before approval; and

WHEREAS, the City Council of the City of Liberty recognizes such inconvenience and recognizes that in certain, very limited cases it may be appropriate for variances to be approved administratively; and

WHEREAS, the City Council desires to delegate to the permitting department, authority to authorize the temporary placement of FEMA manufactured homes near a single family residence during the repair period for a residence that has become uninhabitable due to a natural disaster and disaster area as declared by the President of the United States and the Governor of Texas.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas, does hereby delegate to the City Manager or his designee the authority to grant a variance for the placement of a manufactured home in a location which would otherwise be prohibited by the ordinances of the City of Liberty, provided the facts meet each of the criteria set forth below:

1. Only in the event of a disaster declaration by the President of the United States and the Governor of Texas.
2. This variance is limited to one manufactured home per single family residence

- and for the purpose of living quarters during the repair of the residence.
3. This administrative variance is only available to owner-occupied single family residences.
 4. The residence must be uninhabitable in the sole discretion of the City permitting department, and the manufactured home must be placed on the same property as the residence declared uninhabitable by the City permitting department.
 5. The manufactured home must be provided by the Federal Emergency Management Agency ("FEMA").
 6. The owner must agree to remove the manufactured home within nine (9) months after initial placement of the manufactured home onto the property near the residence.
 7. **FEMA** ~~The owner of the residence~~ must give the City, prior to granting of the administrative variance, written permission to enter the premises, disconnect water, electricity, and sewer; and remove the FEMA manufactured home to a location of the City's choice at the expiration of nine months or when the residence becomes habitable, whichever comes first.
 8. The owner, at its own expense, must make provision for connection to water and sanitary sewer while the manufactured home remains on the property of the residence.
 9. **FEMA** ~~The owner~~ must agree in writing to indemnify the City for any cost of removal and/or storage of the FEMA manufactured home if it remains at the residence beyond nine months or beyond habitability of the residence.
 10. **FEMA** ~~The owner~~ must agree in writing to hold the City harmless for any damage to the manufactured home or its contents if the City must move the manufactured home because it has remained on the residence longer than nine months or beyond the habitability of the residence.

PASSED, APPROVED AND ADOPTED this 10th day of March, 2009.

CITY OF LIBERTY, TEXAS

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Manufactured Homes

ORDINANCE 2009-3

DOC ID: 1282

Consider Adoption of an Ordinance Amending the Boundary of the Protected Zones Regarding the Location of Manufactured Homes and Manufactured Home Parks.

AN ORDINANCE AMENDING ORDINANCE NO. 684 AS AMENDED BY ORDINANCES 712, 887, 890, 915, 906, 909, 915, 980, CHANGING THE BOUNDARY OF THE PROTECTED ZONES CONCERNING THE LOCATION OF MANUFACTURED HOMES AND MANUFACTURED HOME PARK SITES IN THE CITY OF LIBERTY, TEXAS AS FURTHER DESCRIBED BY THIS ORDINANCE AND REFERENCED MAPS TO COINCIDE WITH THE CURRENT FLOOD INSURANCE RATE MAP ("FIRM"); PROVIDING FOR EXCLUSIONS BASED ON LOCATIONS IN ZONE X; PROVIDING THAT ENFORCEMENT BE BASED ON THE MOST CURRENT FLOOD INSURANCE RATE MAP; PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING FOR 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.

WHEREAS, by adoption of previous ordinances, The City Council of the City of Liberty, Texas detailed the appropriate boundaries of the placement of Manufactured Homes and Manufactured Home Parks within the corporate limits; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to amend the boundaries to coincide, with noted exclusions, with the most current Flood Insurance Rate Map.

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

Section 1

All areas designated Flood Hazard Areas in the most current Flood Insurance Rate Map ("FIRM"), except Zone X, are prohibited areas for Manufactured Homes and Manufactured Home Parks.

Prohibited areas Include:

1. Special Flood Hazard Areas ("SFHA")
 - a. Zone A - No Base Flood Elevations determined.
 - b. Zone AE - Base Flood Elevations determined.

- c. Zone AH - Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- d. Zone AO - Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- e. Zone AR - SFHA formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- f. Zone A99 - Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- g. Zone VE - Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined

Section 2

The most current FIRM map shall be used as reference to assess compliance with this ordinance.

Section 3

It is the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 4

The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances, currently in force or hereafter enacted, governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Section 5

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

Section 6

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 _____ day of _____, 2009.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Mobile and Manuf Homes

RESOLUTION 2009-6

DOC ID: 1281

Consider Approval of a Resolution Regarding a Moratorium on Mobile Home And/Or Manufactured Home Permitting, Placement or Relocation Within Specified Flood Zone Areas.

A RESOLUTION OF THE CITY COUNCIL OF LIBERTY, TEXAS, ORDERING A 120 DAY MORATORIUM ON THE ISSUANCE OF PERMITS FOR MOBILE OR MANUFACTURED HOMES IN CERTAIN AREAS AT SUBSTANTIAL RISK FOR FLOODING.

WHEREAS, a new floodplain ordinance for the City of Liberty was recently recommended by the Federal Emergency Management Agency and adopted by the City of Liberty;

WHEREAS, city management wishes to have a period of time to consider possible adjustments to locations where mobile and manufactured homes are permitted within the city limits of the City of Liberty and its extraterritorial jurisdiction taking into account safety and planning considerations; and

WHEREAS, the safety and welfare of the citizens generally, and the protection of the property and safety of citizens wishing to place mobile or manufactured homes in an area at substantial risk of flooding are valid concerns for the City Council of the City of Liberty.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LIBERTY THAT:

A Moratorium of permits for movement, placement, and/or installation of mobile and manufactured homes within the following geographical area shall be in place for 120 days to allow City management to consider an appropriate permanent ordinance addressing said concerns:

Special Flood Hazard Areas (SFHAs) Subject to Inundation by the 1% Annual Chance Flood, as described by the Legend of the Flood Insurance Rate Map of Liberty County, Texas and Incorporated Areas, Community Number 480441, Panel 435 (Map Number 48291C0435C), 445 (Map Number 48291C0445C), 450 (Map Number 48291C0450C), 475 (Map Number 48291C0475C) and 600 (Map Number 48291C0475C) of 675, Map Index Number 48291CIND0A, Effective Date: May 2, 2008.

AUTHORIZATION TO EXECUTE

The Mayor of the City of Liberty is authorized to execute and the City Secretary is

authorized to attest to this Order on behalf of the City Council.

EFFECTIVE DATE

This Order shall be effective immediately upon its approval.

PASSED, APPROVED AND RESOLVED by the City Council of the Liberty, Texas on this 10th day of March, 2009.

THE CITY OF LIBERTY:

Attest:

By: Carl Pickett, Mayor

Dianne Tidwell, City Secretary

Approved as to form:

Randall Gunter
City Attorney



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: RV Parks

ORDINANCE 2009-4

DOC ID: 1286

Consider Adoption of an Ordinance Regarding the Placement and Location of Recreational Vehicle Parks in the City of Liberty.

EXPLANATION:

This is the final draft with all requested changes.

Robbie Hood

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS REGARDING THE PLACING AND LOCATION OF RECREATIONAL VEHICLE PARKS TO BE LOCATED WITHIN THE CITY OF LIBERTY; 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.

RECREATIONAL VEHICLE PARKS

Division 1 Generally

Section 1 Purpose

The city council finds that properly planned and operated recreational vehicle communities (i.e., recreational vehicle (RV) parks): (1) promote the safety and health of the residents of such communities and of other nearby communities; (2) encourage economical and orderly development of such communities and of other nearby communities. It is, therefore, declared to be the policy of the city to eliminate and prevent health and safety hazards and to promote the economical and orderly development and utilization of land by providing for planned and supervised recreational vehicle communities by providing for the standards and regulations necessary to accomplish these purposes. This article is enacted in order to achieve orderly development of recreational vehicle parks (RV parks), to promote and develop the use of land to minimize possible impacts, and to promote the health, safety and general welfare of the public.

Section 1.1 Applicability

This article shall apply to any recreational vehicle park to be located within the city limits.

Section 2 Definitions

Accessory structure. Any structural addition to the recreational vehicle or site, including awnings, cabanas, carports, garages, porches, storage cabinets, storage sheds, and similar appurtenant structures.

Biodegradable. Means capable of being decomposed by biological agents, especially bacteria.

Building official. The official of the city responsible for the inspection of electrical, mechanical and plumbing associated with a property.

Code official . The official of the city or his/her designee charged with the enforcement of the provisions of this article.

Controlling interest. A person or developer who controls at least fifty-one percent (51%) of ownership.

Dry hydrant . An un-pressurized, permanently installed pipe that has one end below the water level of a lake, pond or container.

Full-time employee . A person who is responsible for maintenance of the RV park seven (7) days per week. This person may or may not be the owner of the RV park.

Licensee or agent. A person who may or may not own the RV park but is person responsible for the day to day operations including records and license of the park.

Opaque fence . A fence made of solid materials designed to shield from public view the RV park. i.e. is difficult to see through or perceive

Public use phone . A phone used by registrants of the RV park for emergency purposes.

Recreational vehicle or RV. Any licensed camp trailer, travel trailer, motor home or fifth wheel designed to provide temporary living quarters for recreational camping or travel use, constructed with integral wheels to make it mobile and/ or towable by motor vehicle.

Recreational vehicle park or RV park. Any lot, tract, or parcel of land upon which accommodation is provided for two or more recreational vehicles used as living or sleeping quarters by the day, week, or month, whether a charge is or is not made. A recreational vehicle park is a unified development of recreational vehicle spaces provided for recreational vehicle use with or without community facilities and permitted permanent buildings.

Recreational vehicle site or RV site. That part of a lot or area in a recreational vehicle park or RV park that has been reserved for the placement of one recreational vehicle or RV.

Sample well site. A connection at the property line where the customer's line and city line connect shall be installed a vertical riser of four (4) inches in circumference, shall extend four (4) to six (6) inches above grade, for the detection of non-biodegradable materials.

Section 3 License

(a) Required . It shall be unlawful for any person to operate any RV park within the city limits unless he/she holds a valid license issued annually by the City of Liberty in the name of such person for the specific park. The applicant shall make all applications for the licenses on forms furnished by the City of Liberty, which shall issue a license upon compliance with the provisions of this article.

(b) Hearing on denial . Any person whose application for a license under this article has been denied may request, and shall be granted, a hearing on this matter before the planning and zoning commission with recommendation forwarded to city council for approval or disapproval.

(c) Application for renewal . Application for renewal of a license shall be made in writing by the licensee on forms furnished by the City of Liberty on or before December 31st of each year. Such application shall contain any changes in the information occurring after the original license was issued or the latest renewal granted.

(d) Fee. All applications shall be accompanied by a fee as provided for in the fee schedule found in Appendix A.

(e) Approval of transfer. Every person holding a license shall give notice in writing to the City of Liberty within ten (10) days after having sold, transferred, given away, or otherwise disposed of interest in or control of any RV park. Application for transfer of a license shall be made within ten (10) calendar days after notification of change covered in this subsection. Within thirty (30) calendar days thereafter, the City of Liberty shall act on the application for license transfer and it shall be approved if the RV park is in compliance with the provisions of this section.

(f) Transfer fee . All applications for license transfer shall be accompanied by a fee as provided for in the fee schedule found in Appendix A.

(g) Suspension .

- 1) Whenever, upon inspection of any RV park, the city finds that conditions or practices exist which are in violation of any provisions of this article applicable to such park, the city shall give notice in writing to the owner and/or manager of the park, and if such conditions or practices have not been corrected in the time frame set forth in the notice, the city will suspend the license and give notice of such suspension. Upon suspension of the license, the licensee shall cease operation of such park.
- 2) The suspension of the license may be appealed to the city council as set forth in

subsection (b) of section 3.2.

Section 3.1 Inspections

(a) Authorized. The building official and code official are hereby authorized to make such inspections as are necessary to determine compliance with this article.

(b) Entry on premises. The building official and code official shall have the power to enter at reasonable times upon any private or public property within the purpose of inspecting and investigating conditions relating to the enforcement of this article.

Section 3.2 Notices, hearings and orders

(a) Notice of violation. Whenever it is determined that there are grounds to believe that there has been a violation of any provision of this article, the City of Liberty shall give notice of such alleged violation to the licensee or agent, as hereinafter provided. Such notice shall:

- 1) Be in writing.
- 2) Include a statement of the reasons for its issuance.
- 3) Allow ten (10) days for compliance.
- 4) Be served upon the licensee or his agent; provided that such notice or order shall be deemed to have been properly served upon such licensee or agent when a copy thereof has been served in person or sent by certified mail to his/her last known address.
- 5) Contain an outline of remedial action that, if taken, will effect compliance with the provisions of this article.
- 6) After all procedures outlined above are exhausted citations may be issued.

If a municipality mails a notice to a property owner in accordance with Section 3.2 (a) and the United States Postal Service returns the notice as “refused” or “unclaimed”, the validity of the notice is not affected, and the notice is considered as delivered.

(b) Appeal from notice. Any person affected by any notice that has been issued in connection with the enforcement of any provision of this article applicable to such park may [request] a hearing before the planning and zoning commission; provided that such person shall file within ten (10) days after the day the notice was served, in the city secretary’s office, with a copy to the office of the code official, a written petition requesting such hearing and setting forth a brief statement of the grounds thereof. The decision of the planning and zoning commission may be appealed to the city council. The filing request for a hearing shall operate as a stay of the notice and of the suspension, except in the case of an order issued under subsection (d) of this section.

- (c) Issuance of order. After such hearing, the planning and zoning commission shall issue an order in writing sustaining, modifying, or withdrawing the notice of violation, which order shall be served by certified mail upon the petitioner. Any failure to comply with an order sustaining or modifying the finding of a violation shall constitute grounds for immediate revocation of the license of the park affected by the order.
- (d) Order without notice. Whenever the city finds that an emergency exists which requires immediate action to protect the public health or safety, the designated official may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring the action to be taken as deemed necessary to meet the emergency. Notwithstanding any other provisions of this section, such order shall be effective immediately, but upon written petition to the city shall be afforded a hearing as soon as possible. The provisions of subsection (c) of this section shall be applicable to such hearing and the order issued thereafter.

Section 3.3 Violations declared nuisance; abatement; penalty

Any noncompliance with this article is hereby deemed a nuisance. The city may abate and remove the nuisance and punish the person(s) responsible for causing or allowing the nuisance condition to exist. Any person(s) violating this article shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each provision violated, and each day that there is a failure to comply with the terms of any provision of this article is declared to be a separate offense. For violations of the provisions of this article that govern fire safety, zoning, or public health and sanitation, including dumping of refuse, the fine may not exceed two thousand dollars (\$2000.00) per day, per violation. The code official shall be the authority of the jurisdiction responsible for the issuance of citations and any action deemed necessary for the enforcement of this ordinance.

Section 4 Site development plan

A site development plan must be prepared and submitted to staff and must include the requirements for site plans contained herein.

Section 4.1 Location and fencing

- (a) RV parks shall be located in an area regulated by section 4.2 of this article.
- (b) An opaque fence at least eight (8) feet in height must be placed on the property line to buffer the RV park from view. The fence shall be installed on both sides and at the rear of the property. The fence must be of metal or galvanized materials. No wood fences are allowed.

Section 4.2 Size and density

Each RV park must have a minimum size of two (2) acres, with a maximum of five (5) acres. The maximum site density for RV parks shall be twenty (20) sites per acre. Only one (1) recreational vehicle is permitted per recreational vehicle site.

Section 4.3 Size of individual sites; pad requirements; landscaping

- (a) Each recreational vehicle site within the RV park shall have a minimum area of one thousand nine hundred fifty (1,950) square feet and shall be at least thirty (30) feet wide and sixty-five (65) feet in depth. The sites shall be designed as pull-through for ease of entering and leaving the site. A roadway is therefore required to the front and rear. In addition, the space shall be clearly marked identifying the space number.

(b) The left 1/3 (10 x 65) of the site or driver's side must be planted with grass and other landscaping; the middle (10 x 65) must be paved with cement and the remaining 1/3 or passenger side can be paved with either cement, asphalt, crushed rock or similar material. The middle portion is to be used for the parking of the recreational vehicle with the paved area on the right used as a parking or patio area.

Section 4.4 Street access; street lighting

(a) Each recreational vehicle site within the RV park shall have access to an internal private roadway, which shall have access to a public street. The entrance of the internal roadway shall have a pavement width of at least thirty (30) feet with an adequate curb radius. The major thoroughfare shall have a pavement width (concrete or asphalt) of twenty-four (24) feet in accordance with city standards. The roadway may be fifteen (15) feet if the RV park is designed for one-way roads. Each emergency access lane shall have a clear unobstructed width of twenty-four (24) feet; fifteen (15) feet if one-way and shall have a turning area and radii with a minimum of sixty (60) feet to permit free movement of emergency vehicles. Dead-end streets are not allowed. The internal streets off the major thoroughfare may be constructed with crushed rock materials or similar material with the objective to prohibit dust.

(b) Metal signs shall be placed along the emergency access lane, by the owner or agent of the RV park stating that parking is prohibited. The sign type, size, height and location shall be approved by the city.

(c) Adequate street lighting for the RV park shall be approved by the city.

Section 4.5 Required facilities

(a) Each RV park must have an office for the manager of the RV park, and a bathroom and shower facilities, as well as laundry facilities. All facilities used by residents must be well lit inside and out during the night hours. All facilities must meet applicable codes adopted by the city.

(b) All RV parks shall have at least one (1) recreation area, located as to be free of traffic hazards, easily accessible to all park residents and centrally located where topography permits. Not less than eight (8) percent of the gross park area shall be devoted to recreational facilities. Recreation areas include space for community buildings and community use facilities such as restroom and shower facilities, adult recreation (basketball court or tennis court) and playgrounds for children, and swimming pools, but not including vehicle parking, maintenance and utility areas.

Section 4.6 Soil and ground cover

Exposed ground surfaces in all parts of the RV parks shall be paved, covered with stone, rock, or

other similar solid material, or protected with vegetative cover that is capable of preventing soil erosion and eliminating dust.

Note. All pavement shall be kept in good repair.

Section 4.7 Prohibited placement of recreational vehicle

The placement of a recreational vehicle for occupancy longer than fourteen (14) days shall not be permitted except in an approved recreational vehicle park. A recreational vehicle may be placed at an owner's residence as long as the RV is placed in the side or rear yard area and not used for occupancy longer than fourteen (14) days in a twelve (12) month period.

Section 4.8 Area designated for RV parks

The area designated for the placement of recreational vehicle parks shall be established on a map in Appendix B with a copy of such in the office of the building official and office of the code official.

Section 5 Drainage

The ground surface in all parts of the RV park shall be graded and designed to drain all stormwater, surface water in a safe, efficient manner. Drainage analysis shall be performed by a licensed professional engineer and easements for the conveyance of surface water off-site shall be obtained, if necessary.

Section 6 Water supply

Each site within an RV park shall be provided with a connection to the city water supply if available. If city water supply is not available then a permit from the Texas Commission on Environmental Quality (TCEQ) shall be obtained to install a well. The city must approve all proposed water facility plans prior to construction. The water distribution system shall be installed as follows:

- 1) The water supply system, fixtures and other equipment must be installed in accordance with applicable codes adopted by the city.
- 2) A master water meter shall be installed to serve the RV park. Sub-metering or re-metering of RV sites is not permitted.
- 3) A reduced pressure principal backflow preventer will be required to be placed at the property line on the discharge side of the master meter. In addition, one (1) must be placed at each of the connections for each RV site and located on the left side of the site.
- 4) Water riser service branch lines shall extend at least four (4) inches above ground

elevation. The branch line shall be at least $\frac{3}{4}$ inch.

- 5) Adequate provisions shall be made to prevent freezing of service lines, valves and riser pipes. Surface drainage shall be diverted from the location of utility connections at each site.
- 6) A shut off valve below the frost line shall be provided near each water riser pipe.
- 7) The owner/operator shall have complete maintenance responsibility for the water system within the RV park.
- 8) The city has no maintenance responsibility for service lines within the RV park. The responsibility of the city stops at the property line.

Section 7 Wastewater facilities

Each site within the RV park shall be provided with a connection for wastewater if available. If city wastewater is not available then a permit from the Texas Commission on Environmental Quality (TCEQ) shall be obtained prior to placement of an on-site sewage facility. All proposed wastewater service lines shall be connected to the city wastewater system if available.

On-site sewage facilities are permitted if city utilities are not available. The city must approve all proposed wastewater facility plans prior to construction. The wastewater distribution system shall be installed as follows:

- 1) The wastewater system and materials must be installed in accordance with applicable codes adopted by the city.
- 2) Each site shall be provided with a four-inch diameter wastewater riser and shall extend above grade four (4) to six (6) inches. The wastewater riser pipe shall be so located on each stand so that the wastewater connection to the RV drain outlet will approximate a vertical position. Each inlet shall be provided with a gastight seal when connected to a recreational vehicle or have a gastight seal plug when not in service. The plug shall be that of a spring loaded device.
- 3) The wastewater connection to each site shall consist of a single four-inch service line without any branch lines, fittings, or connections. All joints shall be water tight.
- 4) Surface drainage shall be diverted away from the riser. The rim of the riser pipe shall extend at least four (4) to six (6) inches above the ground elevation.
- 5) Each collection wastewater line shall provide a vent extending a minimum of ten (10) feet in height.
- 6) The owner/operator shall have complete maintenance responsibility for the wastewater system within the RV park. The responsibility of the city stops at the property line.
- 7) Each RV park shall be required to install at the property line, where connection to the city sewer is made, a sample well site as defined herein. The sample well site shall be installed according to city code.
- 8) All chemicals entering the city sewer shall be biodegradable.

Section 8 Electrical service

Each site within the RV park shall be provided with electrical service. All electrical service shall be underground and installed in accordance with the National Electrical Code. The electrical service shall be installed as follows:

- 1) A master electric meter shall be installed to serve the RV park. Sub-metering or re-metering of RV sites is not permitted.
- 2) The city has no maintenance responsibility for service lines within the RV park. The responsibility of the city stops at the property line.
- 3) The location of all underground lines shall be clearly marked by surface signs at approved intervals.
- 4) Power supply to each site shall be a minimum of one 20-amp and one 50-amp power supply.
- 5) Outlets (receptacles or pressure connectors) shall be housed in an Underwriters' Laboratories, Inc., approved weather proof outlet box.
- 6) A water tight seal shall be provided for underground conduit in floodplain installations and a riser extending a minimum of two (2) feet above the floodplain elevation shall be provided.

Section 9 Sanitary facilities

(a) Each RV park shall provide the following sanitary facilities as listed below:

- 1) One (1) toilet or stool for the female sex for every twenty (20) sites or fraction thereof (minimum of one (1) is required) for the first one hundred and twenty (120) sites, and one (1) per forty (40) sites thereafter.
- 2) One (1) toilet or stool and one (1) urinal stall for the male sex for every twenty (20) sites or fraction thereof (minimum of one (1) is required) for the first one hundred and twenty (120) sites, and one (1) per forty (40) sites thereafter.
- 3) One (1) washbasin shall be provided within the toilet room for every two (2) toilets or fraction thereof (a minimum of one (1) is required).
- 4) One (1) shower shall be provided for each sex for each twenty (20) sites or fraction thereof (minimum of one (1) is required for each sex) for the first one hundred and twenty (120) sites, and one (1) per forty (40) sites thereafter.
- 5) All toilets and shower facilities shall be placed in properly constructed buildings and located not more than two hundred (200) feet from any recreational vehicle site.
- 6) Buildings shall be well lit at all times, day or night, well ventilated with screened openings, and constructed of moisture proof material to permit rapid and satisfactory cleaning, scouring and washing.
- 7) The floors shall be of concrete or other impervious material, elevated not less than four (4) inches above grade, and each room shall be provided with floor drains.

- 8) A slop sink or basin with water supply shall be in each restroom (male and female) and at least one (1) in the laundry facility, and shall be constructed in accordance with design, size and materials approved by the building official.

(b) Toilet and bathing facilities shall be in separate rooms or partitioned apart in any manner as to provide privacy and promote cleanliness. Each toilet provided in a community toilet house shall be partitioned apart from any other toilet in the same room. The floor surface around the commode shall not drain into the shower floor.

(c) Toilet floors and walls shall be of impervious material, painted white or a light color, and kept clean at all times. Shower stalls shall be of tile, plaster, cement or some other impervious material and shall be kept clean at all times. If a shower stall is of some impervious material other than tile, cement or plaster, it shall be white or some light color and kept clean at all times. The floor of any bathroom, other than the shower stall, shall be of some impervious material, and the walls of the bathroom, other than the shower stall, shall be papered with canvas and wallpaper, or an equivalent washable surface kept clean at all times.

Section 10 Storage, collection and disposal of refuse and garbage

Each RV park shall be provided with safe and adequate facilities for the collection and removal of waste and garbage. Storage, collection, and handling shall be conducted so as to create no health hazards, rodent harborage, insect breeding areas, or fire hazards. Every site shall be located within two hundred (200) feet of a refuse facility measured along the RV park internal roadway. Trash dumpsters shall be screened on three (3) sides.

Section 10.1 Telephone

A minimum of one (1) land line telephone shall be provided in an easily accessible location twenty-four (24) hours a day, seven (7) days a week for emergency use.

Section 10.2 Accessory structures

The individual sites within the RV park are not allowed to have accessory structures as defined herein.

Section 10.3 Registration of guests

Each person renting a site within a RV park shall provide the following information to the owner, manager, operator or person in charge of the RV park:

- 1) Name;
- 2) Full address of permanent residence;
- 3) Automobile and recreational vehicle license plate number and the state in which each is registered;
- 4) Driver's license number of the owner;
- 5) The number or letter of the site being rented;
- 6) Date of arrival and departure.

Section 10.4 Control of insects, rodents and other pests

Grounds, buildings and structures in the RV park shall be maintained free of the accumulation of high grass and weeds and debris so as to prevent rodent and snake harborage or the breeding of flies, mosquitoes or other pests.

- (a) The RV park owner or manager shall be responsible for maintaining the entire area of the park free of dry brush, leaves, limbs and weeds.

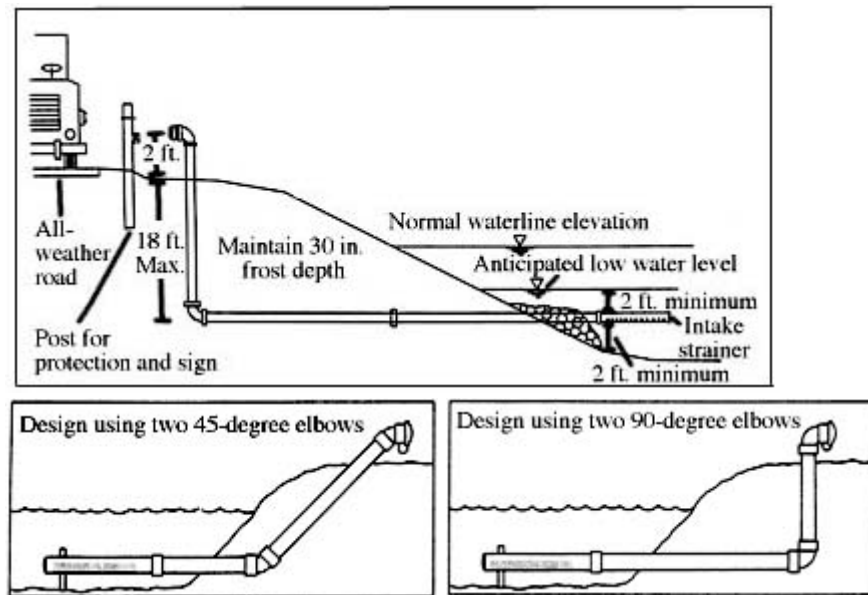
Section 10.5 Fire safety standards; fire hydrants

- (a) Open fires shall be allowed only in a manner and within a container approved by the fire chief.

- (b) A fire hydrant(s) must be placed such that each recreational vehicle site is at least six hundred (600) feet from one.

- (c) If a RV park is to be placed in an area where city water is not available, the RV park owner must have a pond located on the property filled at all time with a minimum capacity of twenty thousand (20,000) gallons with a dry hydrant installed. A container capable of holding a minimum of twenty thousand (20,000) gallons with a dry hydrant installed shall also be allowed and/or substituted for a pond. The dry hydrant outlet shall be of standard size or four (4) inches.

Note. Please see diagram of a dry hydrant below:



Section 11 Permanent occupancy prohibited

No RV park or recreational vehicle therein shall be used as a permanent residence for any period of time, notwithstanding section 4.7, except for permanent full-time employees of the RV park. No more than one (1) space shall be allowed for use as a permanent residence for full time employees. Occupancy or parking of a recreational vehicle within the RV park extending beyond six (6) consecutive months in any twelve (12) month period shall be presumed permanent occupancy and is hereby prohibited.

A recreational vehicle may not return for a period of sixty (60) days following six (6) months consecutively.

Note. The city reserves the right to modify or change Section 11 of this ordinance for the purpose of a natural disaster or related incidents including the requirement of removal of all recreational vehicles that may be subject to dangerous or inclement weather. However, the final decision for the removal of all recreational vehicles, as defined herein, shall be at the sole discretion of the owner/operator of the RV park. The City of Liberty assumes no liability.

Section 12 Change of ownership of grandfathered RV park

Upon change of controlling interest of a grandfathered RV park the new owner shall immediately bring the existing RV park to meet the requirements of this ordinance.

Section 12.1 Existing Manufactured Mobile Home Parks

Existing manufactured mobile home parks that have spaces for recreational vehicles existing prior to the adoption of this ordinance shall be permitted to occupy the space with a recreational vehicle. However, in no instance shall a new manufactured mobile home park to be located within the city limits of Liberty be allowed recreational vehicles or spaces for recreational vehicles. Same shall apply to a recreational vehicle to be located within the city limits of Liberty. Only recreational vehicles shall be allowed in a recreational vehicle park. No manufactured mobile home shall be permitted in a recreational vehicle park.

Section 13 Dispensing with Two Readings

That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two separate days is hereby dispensed with.

Section 14 Effective Date

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 10th day of March, 2009.**

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Approved as to form:

Randall Gunter
City Attorney

APPENDIX A FEES

Recreational Vehicle Parks

Annual License Fee:

(a) \$ 150.00

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/10/09 06:00 PM

Department: Administration
Category: Recreational Vehicles

RESOLUTION 2009-7

DOC ID: 1285 A

Consider Approval of a Resolution Regarding a Moratorium on the Issuance of Permits for Recreational Vehicles in the City of Liberty.

A RESOLUTION OF THE CITY COUNCIL OF LIBERTY, TEXAS, ORDERING A 120 DAY MORATORIUM ON THE ISSUANCE OF PERMITS FOR RECREATIONAL VEHICLES IN THE CITY OF LIBERTY

WHEREAS, a new floodplain ordinance for the City of Liberty was recently recommended by the Federal Emergency Management Agency and adopted by the City of Liberty;

WHEREAS, city management wishes to have a period of time to consider possible adjustments to locations where travel trailers are permitted within the city limits of the City of Liberty and its extraterritorial jurisdiction taking into account safety and planning considerations; and

WHEREAS, the safety and welfare of the citizens generally, and the protection of the property and safety of citizens wishing to place a recreational vehicle in certain areas of the City are valid concerns for the City Council of the City of Liberty.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY CITY COUNCIL OF THE CITY OF LIBERTY THAT:

A moratorium of permits for placement, and /or installation of recreational vehicles within the City of Liberty shall be in place for 120 days to allow City management to consider an appropriate permanent ordinance addressing said concerns. This moratorium does not apply to recreational vehicles that are not used as a residence for more than 14 days out of any month.

AUTHORIZATION TO EXECUTE

The Mayor of the City of Liberty is authorized to execute and the City Secretary is authorized to attest to this Order on behalf of the City Council.

EFFECTIVE DATE

This Order shall be effective immediately upon its approval.

PASSED, APPROVED AND RESOLVED by the City Council of the City of Liberty, Texas on this 10th day of March, 2009.

Resolution 2009-7
Page 2

City Council Meeting

March 10, 2009

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary