



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, August 11, 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 2009-47

Recycling Report

2. Information Item 2009-48

Financial Report - July 2009

3. Information Item 2009-49

Humphreys Cultural Center Expansion - Construction Draws for June & July 2009

- Attachment #1 - Library Construction thru July09 (PDF)
- Attachment #2 - Library Construction thru June09 (PDF)

4. Information Item 2009-50

Liberty Bell Tower Status Report

5. Information Item 2009-51

Liberty Center Rental

6. Information Item 2009-52

Police Department 90-Day Status Report

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, July 14, 2009

B. Council Action 2009-55

Consider Approval of March 26 & 27 as Dates for the 2010 Liberty Jubilee.

C. Council Action 2009-56

Consider the Appointment of Larry Shaw as the Interim General Manager of the Liberty Community Development Corporation.

D. Resolution 2009-10

Consider Approval of a Resolution Providing for Participation in the Waste Management Waste Watch Program.

FISCAL IMPACT:

None

E. Council Action 2009-57

Consider Approval of the Preliminary Plat of the Fontenot Cove Subdivision.

- Attachment #3 - Fontenot Subdivision (PDF)

VII. REGULAR AGENDA**A. Regular Session****1. Council Action 2009-58**

Consider Approval of the Grant Management Services Contract with Public Management Inc. for the Recently Awarded \$350,000 ORCA Texas Community Development Block Grant.

- Attachment #4 - 2009 TXCDBG Contract \$350,000 (DOC)

2. Council Action 2009-59

Consider Request from Dwight Lumpkins for a Variance to the Code of Ordinances, Chapter 11, Article I, Section 11-1(B) Regarding the Discharge of Firearms in the City of Liberty.

3. Council Action 2009-60

Consider Lease Purchase of Back Yard Alley Digger for Electric Department.

FISCAL IMPACT:

This is a 60 month lease purchase with Kansas State Bank for a Back Yard Alley Machine in the Electric Department.

Cost 106,129.00

Monthly Payments \$2036.51

Total Pay Out \$122,190.60

4. Council Action 2009-61

Consider Authorizing the City Manager to Expend Funds Necessary for Emergency Repairs to the Travis Street Lift Station.

5. Council Action 2009-62

Consider Approval of the Memorandum of Agreement Among the U.S. Department of Homeland Security, Federal Emergency Management Agency; the Texas Historical Commission; the Governor's Division of Emergency Management; and the City of Liberty Regarding Demolition of the City of Liberty Power Plant Building.

- Attachment #5 - MOA for Power Plant (PDF)

6. Information Item 2009-53

Presentation of the Proposed Budget for Fiscal Year 2009-2010.

7. Council Action 2009-63

Consider Setting the Date, Time and Location for a Public Hearing on the Proposed Budget for FY 09-10.

8. Council Action 2009-64

Consider Approval of the Proposed Tax Rate for FY 2009-2010.

9. Council Action 2009-65

Consider Setting the Date, Time and Location for Public Hearings on the Proposed Tax Rate for Fiscal Year 2009-2010.

B. Executive Session

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087.

Deliberation Regarding Real Property. Gov. Code §551.072.

Consultation With Attorney. Gov. Code §551.071

1. Discussion of possible property acquisition for economic development purposes.

C. Reconvene into Regular Session**1. Council Action 2009-66**

Consider and Take Action, If Any, on Acquisition of Property for Economic Development Purposes.

VIII. COUNCIL MEAL**IX. ADJOURNMENT****1. Motion To: Adjourn**

CERTIFICATION

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 7th day of August, 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 _____, 2009.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-47

DOC ID: 1379

Recycling Report

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Finance
Category: Reports

INFORMATION ITEM 2009-48

DOC ID: 1377

Financial Report - July 2009

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Finance
Category: Reports

INFORMATION ITEM 2009-49

DOC ID: 1378

Humphreys Cultural Center Expansion - Construction Draws for June & July 2009

LIBRARY CONSTRUCTION CONTRACTORS PAYMENT APPLICATION THRU 07/31/09

	DESCRIPTION OF WORK	VALUE	BILLED	LESS RETAINAGE	PAID TO CONTRACTOR	BALANCE TO FINISH	% OF WORK
	Contingency	\$30,000.00	\$21,803.99	\$2,180.40	\$19,623.59	\$8,196.01	72.68%
	Sitework	\$140,197.14	\$107,434.40	\$10,743.44	\$96,690.96	\$32,762.74	76.63%
	Concrete	\$260,947.44	\$235,791.31	\$23,579.13	\$212,212.18	\$25,156.13	90.36%
	Masonry	\$131,508.00				\$131,508.00	
	Metals	\$234,854.18	\$195,241.00	\$19,524.10	\$175,716.90	\$39,613.18	83.13%
	Woods & Plastic	\$10,849.97				\$10,849.97	
	Thermal & Moisture Protection	\$175,500.23				\$175,500.23	
	Doors & Windows	\$126,444.38				\$126,444.38	
	Finishes	\$332,822.00	\$3,450.00	\$345.00	\$3,105.00	\$329,372.00	1.04%
	Specialties	\$22,839.68				\$22,839.68	
	Equipment	\$13,637.50				\$13,637.50	
	Furnishings	\$91,027.14	\$6,878.88	\$687.89	\$6,190.99	\$84,148.26	7.56%
	Conveying System	\$70,250.00	\$24,587.50	\$2,458.75	\$22,128.75	\$45,662.50	35.00%
	Meshanical	\$178,474.33				\$178,474.33	
	Fire Protection	\$74,184.00				\$74,184.00	
	Plumbing	\$149,492.00	\$31,684.00	\$3,168.40	\$28,515.60	\$117,808.00	21.19%
	Electrical	\$381,036.01	\$173,456.44	\$17,345.64	\$156,110.80	\$207,579.57	45.52%
	Special Systems	\$24,736.00	\$1,124.00	\$112.40	\$1,011.60	\$23,612.00	4.54%
	Totals	\$2,448,800.00	\$801,451.52	\$80,145.15	\$721,306.37	\$1,647,348.48	32.73%

	Contingency/Change Orders	\$30,000.00					
	Demo of Bell Tower	\$12,719.00	\$12,719.00			\$0.00	
	Misc. Changes	\$5,497.06	\$487.00			\$5,010.06	
	Changes Assoc. with Folding Part	\$898.37	\$582.96			\$315.41	
	Ramp Changes/Pier Adj	-\$3,554.97	\$8,015.03			-\$11,570.00	
	Totals	\$15,559.46	\$21,803.99			-\$6,244.53	

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-50

DOC ID: 1381

Liberty Bell Tower Status Report

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-51

DOC ID: 1380

Liberty Center Rental

EXPLANATION:

Proposed Liberty Center Lease Agreement, Rules & Regulations.

.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM 2009-52

DOC ID: 1391

Police Department 90-Day Status Report

EXPLANATION:

As previously discussed, Chief Tidwell will provide a 90-day assessment of the activities at the Liberty Police Department.



The City of Liberty City Council

Regular Meeting

~ Minutes ~

1829 Sam Houston
Liberty, TX 77575
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Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, July 14, 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.

CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Carl Pickett	p	..	..	
Dennis Beasley	p	..	..	
Diane Huddleston	p	..	..	
Mike McCarty	p	..	..	
Al Simonson	..	p	..	
Louie Potetz	p	..	..	
Frank Jordan	p	..	..	

I. INVOCATION

The Invocation was given by Jonathon Sanford, Liberty Church of Christ Minister.

II. PLEDGE OF ALLEGIANCE

Katie & Brooke, representatives from the United Methodist Army Group, were present to lead the pledge to both the American and Texas flags. This group is in the community helping the disabled and elderly by painting, building handicapped ramps, and providing other services.

III. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

- Mr. Ernest Kruezer, K & K Towing, addressed Council regarding his concerns with the Police Dept.'s rotation list for wrecker services and the proposal for use of one wrecker service provider for the city.

Mayor Pickett reported on the following items:

- Budget Calendar for future meetings,
- Introduction of Interim City Manager, Larry Shaw, and
- Letter to Police Chief complimenting the actions and professionalism of one of his officers.

Minutes Acceptance: Minutes of Jul 14, 2009 6:00 PM (Minutes Approval)

IV. PRESENTATIONS / REPORTS

1. Information Item 2009-39

Texas Water Development Board and Other Current City Projects - Steve Jordan, Schaumburg & Polk

COMMENTS - Current Meeting:

Mr. Steve Jordan, Schaumburg & Polk was present to update and review with Council the city's Texas Water Development Board \$8.1 million project.

Mr. Jordan addressed the following:

- Wastewater Treatment Plant Improvements - Design of facility submitted to TWDB, final review not yet complete.
- Sanitary Sewer Evaluation Study - Completed study submitted to TCEQ; identifies needed improvements within the collection system.
- Collection System Improvements - Improvements being made along Avenue G, SH 146 near Ridgewood, Washington St. Lift Station, and Wallisville Road Lift Station.

Mr. Jordan also addressed the additional items:

- ORCA Community Development Block Grant - \$350,000 for proposed improvements to the Washington Street Lift Station,
- Hardin-Ames Wastewater Contract Audit - evaluating options for adherence to the contract terms
- Water System Study - reviewing fire flow and possible growth areas for future capital improvements
- Boomerang Tube LLC Plan Review - working to complete reviews of plans
- ORCA Disaster Recovery Projects - application submitted for \$2.025 million. Working with Public Management on addressing additional requests for information from ORCA
- Temporary Industrial Wastewater Permit - submitted to TCEQ, no response yet.

Mr. Jordan continued his report with comments regarding participation with other projects that will be conducted in regard to the McGuire Road Drainage Evaluation, Sidewalk Program, and SSOI Collection System Operation and Maintenance Manual.

2. Information Item 2009-40

Wrecker Program - Chief Tidwell

COMMENTS - Current Meeting:

Police Chief Billy Tidwell addressed Council regarding the Police Department's current rotation list process for wrecker services. Chief Tidwell reported these services are not currently regulated in the City of Liberty and that, in the near future, he will present an ordinance that will regulate wrecker services and storage yards, to include regulating fees, policies and procedures, etc. Chief Tidwell stated that his main concern is assuring the citizens are provided a safe and effective service.

3. Information Item 2009-41

Recycling Report - Councilperson Huddleston

Minutes Acceptance: Minutes of Jul 14, 2009 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Mayor Pickett passed on this report.

4. Information Item 2009-42

Financial Report - Naomi Herrington

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the financials for June, 2009. Ms. Herrington conveyed that the total general fund budget is under budget, and would be at 64%, if Hurricane Ike expenses were removed. This would leave a general fund balance of approximately \$4,785,000. Ms. Herrington stated that all departments are within their percentages, and that the city will fair better than expected if we receive the 90% funding from FEMA, instead of 75%. Other discussion included sales tax revenue, tax anticipation notes, and audited fund balance of the general fund.

5. Information Item 2009-43

Hurricane Ike Report - Naomi Herrington

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on FEMA reimbursements. Ms. Herrington stated that FEMA awards to date are \$5,435,000, with out-of-pocket expense at \$791,000 (25%). She further stated that the State has kept 10% until after the audit, at which time the City will receive an additional \$593,000.

If FEMA approves the 90% disbursement the city's out-of-pocket expense will change to \$330,000; the city will receive another \$461,000 which is the additional 15%.

Further discussion included a hurricane FEMA expense summary reflecting total estimated awards in the amount of \$6.4 million, and expenses in the amount of \$6 million; non-funded (city's portion) is approximately \$200,000. Also discussed were insurance payments received and related expenditures.

6. Information Item 2009-44

Humphreys Cultural Center Expansion Project Draw Down - June 2009 - Naomi Herrington

COMMENTS - Current Meeting:

The Humphreys Cultural Center Expansion Project report was passed on, as there were no draws for the month of June.

V. 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, June 09, 2009

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

2. Monday, June 22, 2009

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

3. Thursday, July 02, 2009

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

VI. REGULAR AGENDA

A. Regular Session

1. Council Action 2009-48

Consider Mrs. D'Ann Cathriner's Request for Return of Her Deposit for Use of the Liberty Center on June 20, 2009.

COMMENTS - Current Meeting:

Ms. D'Ann Cathriner was present to address the Council regarding her rental of the Liberty Center on June 20, 2009. Discussion was held regarding Ms. Cathriner's request for return of her security deposit, rules for rental, customer service, facility clean-up, and other related issues.

After lengthy discussion, Interim City Manager Shaw stated that he would recommend return of \$400 of the \$500 deposit and the refund of the kitchen fee. Council directed Mr. Shaw to work with Ms. Cathriner in coming to a resolution. There was no action taken.

2. Ordinance 2009-9

Consider Adoption of an Ordinance Approving a Change in Rates Requested by Entergy Texas, Inc.'S Statement of Intent.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS (or "City") APPROVING THE CHANGE IN RATES REQUESTED IN ENTERGY TEXAS, INC.'s ("ETI" or "Company") STATEMENT OF INTENT FILED WITH THE CITY ON MAY 26, 2009; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW; DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

Entergy Texas representative, Day Syphrett was present to answer questions regarding a proposed rate reduction. This reduction affects Entergy customers in a four-state area, including those Entergy customers living in the City of Liberty. This reduction is relative to generating costs and is a refund of \$67 million to be dispersed across the four-state area, within a three month period.

Motion was made to adopt Ordinance 2009-9 approving the rate change.

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

3. Information Item 2009-45

Public Hearing on 2008 Drinking Water Quality Report.

COMMENTS - Current Meeting:

At 7:08 p.m., Mayor Pickett opened the Public Hearing on the 2008 Drinking Water Quality Report. Water & Wastewater Supt. Earl McCreight was present to explain that this report conveys information regarding contaminants in the water and the quality of the city's drinking water. Mr. McCreight reported that all TCEQ regulations had been met and the city received a water quality rating of superior.

Mayor Pickett closed the Public Hearing at 7:11 p.m.

ATTACHMENTS:

- Attachment #1 - CCR Report to Mail (PDF)

4. Council Action 2009-49

Consider Approval of Repairs to the Liberty Bell and Construction of a New Bell Tower.

COMMENTS - Current Meeting:

Discussion was held regarding plans for replacement of the Liberty Bell Tower and necessary repairs to the bell. Mayor Pickett remarked that consideration should be given to the Humphreys Cultural Center Expansion project contractor to rebuild this tower; at an approximate cost of \$185,000. Related topics of discussion were location, cost, construction material, design, and time table for completion.

Also discussed was the expense of \$19,850 for repairs to parts of the bell; the yoke, hardware, clapper and wheel. Shipping cost is \$1,252. The repair company will store the bell until it is ready to be placed in the tower.

Motion was made to authorize the necessary repairs to the Liberty Bell not to exceed a maximum of \$21,000.00.

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

5. Council Action 2009-50

Consider Approval of an Interlocal Agreement with Liberty County Precinct 1 for the Performance of Governmental Functions.

COMMENTS - Current Meeting:

This agreement has been signed on an annual basis with Liberty County Precinct No. 1 for the maintenance of streets, roads, ditches, and recreational areas.

Motion was made to approve the Interlocal Agreement with Liberty County Precinct No. 1.

ATTACHMENTS:

- Attachment #2 - Interlocal Agreement Liberty Co. 2009 (PDF)

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

6. Ordinance 2009-10

Consider Adoption of an Ordinance Regulating the Speed on State Maintained Hwy. FM 2684.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS REGULATING THE SPEED ON STATE MAINTAINED HIGHWAY FM 2684 IN THE CITY OF LIBERTY, LIBERTY COUNTY, TEXAS PROVIDING A PENALTY AND REPEALING ALL OTHER ORDINANCES IN CONFLICT THEREWITH."

A traffic survey was conducted as a result of an overturned vehicle on this road, prompting a buffer zone be added between the two existing speed limits on FM 2684. This ordinance gives the City the authority to regulate the speed.

Motion was made to adopt Ordinance No. 2009-10.

ATTACHMENTS:

- Attachment #3 - TXDOT Letter Speed Zone FM 2684 (PDF)

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

7. Information Item 2009-46

Annual Review and Update of the Community Development Capital Improvement Program.

COMMENTS - Current Meeting:

Councilperson Beasley, as President of the Liberty Community Development Corporation, reported on the LCDC's Capital Improvement Program. Councilperson Beasley reported that the prior budget was geared toward paying off the 1995 issued bonds for the levee debt; which was accomplished in March, 2009. LCDC has no outstanding debt and is looking forward to assisting with city infrastructure improvements, and moving forward with other projects to enhance the community.

The LCDC Board is required, by its by-laws, to make an annual report to the City Council no later than December 1st of each year.

8. Council Action 2009-51

Consider Approval of an Amendment to the Liberty Community Development Corporation Budget for FY 08-09.

COMMENTS - Current Meeting:

This proposed amendment to the Fiscal Year 08-09 budget, is for two purposes: 1) amending revenues for an increase in sales tax revenue, and 2) amending expenditures for the payoff of the levee debt, which was in the amount of \$2,300,000.

Motion was made to approve the amendment to the LCDC Fiscal Year 08-09 budget.

ATTACHMENTS:

- Attachment #4 - LCDC Budget 09-10 (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Jordan, Councilperson
SECONDER: Diane Huddleston, Councilperson
AYES: Pickett, Beasley, Huddleston, McCarty, Potetz, Jordan
ABSENT: Al Simonson

9. Ordinance 2009-11

Consider Adoption of an Ordinance Repealing Ordinance No. 2008-6 Regarding Signage Within the City of Liberty.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS REPEALING TO THE EXTENT IT IS INCONSISTENT WITH ORDINANCE 2008-6 REGARDING SIGNAGE WITHIN THE CITY LIMITS AND EXTRATERRITORIAL

JURISDICTION; PROVIDING FOR A PENALTY; 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."

Neighborhood Services Director Robbie Hood presented the new sign ordinance and briefly reviewed the changes as previously discussed.

Motion was made to repeal Ordinance 2008-6 and adopt new sign Ordinance No. 2009-11.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike McCarty, Mayor Pro-Tem
SECONDER: Diane Huddleston, Councilperson
AYES: Pickett, Beasley, Huddleston, McCarty, Potetz, Jordan
ABSENT: Al Simonson

10. Council Action 2009-52

Consider Approval of the Liberty Community Development Corporation Budget for FY 09-10.

COMMENTS - Current Meeting:

This budget is not considered adopted until formal approval of the City Council. Following brief discussion, a motion was made to approve the LCDC Budget for Fiscal Year 2009-2010.

ATTACHMENTS:

- Attachment #5 - LCDC Budget 09-10 (PDF)

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

11. Council Action 2009-53

Consider Approval of a Process for Selection of a New City Manager.

COMMENTS - Current Meeting:

Discussion was held regarding the process for selection of a new city manager. Discussion involved executive search firms, in-house screening panels, and assistance from Texas First Group. Mr. Shaw proposed a process that includes advertisement, current or former city managers as a panel to interview and narrow the candidate list, top candidates meeting with staff, social gathering, and final interviews by Council.

Council directed Interim City Manager Larry Shaw to advertise for a new city manager, with an application deadline of September 11, assuming all publication deadlines can be met with a salary of \$90,000. No motion was necessary as Mr. Shaw is assisting with this search under his current contract with the City.

B. Executive Session

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087

Consultation With Attorney. Gov. Code §551.071

Meeting Concerning Municipally Owned Utility. Gov. Code §551.086

1. Discussion with Sam Rayburn Municipal Power Agency attorney regarding wholesale electric rate contracts.

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

2. Discuss and consider candidates for the position of City Manager.

At 8:10 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. *Reconvene into Regular Session*

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

1. **Council Action 2009-54**

Consider the Appointment of a City Manager.

COMMENTS - Current Meeting:

No action was taken on this agenda item.

VII. **COUNCIL MEAL**

Council shared an evening meal.

VIII. **ADJOURNMENT**

1. **Motion To:** Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:05 p.m.

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

 Carl Pickett, Mayor

ATTEST:

Minutes Acceptance: Minutes of Jul 14, 2009 6:00 PM (Minutes Approval)

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jul 14, 2009 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION 2009-55

DOC ID: 1386

Consider Approval of March 26 & 27 as Dates for the 2010 Liberty Jubilee.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION 2009-56

DOC ID: 1385

**Consider the Appointment of Larry Shaw as the Interim
General Manager of the Liberty Community Development
Corporation.**



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Waste Collection Services

RESOLUTION 2009-10

DOC ID: 1384 A

Consider Approval of a Resolution Providing for Participation in the Waste Management Waste Watch Program.

EXPLANATION:

At the council meeting of May 12, 2009 a presentation was made by representatives of Waste Management regarding the Waste Watch Program. This program involves special training for WM refuse drivers in being observant of suspicious activities while on their routes; and reporting these activities to the local law enforcement agency.

Dianne Tidwell

FISCAL IMPACT:

None

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS PROVIDING FOR PARTICIPATION IN THE WASTE MANAGEMENT WASTE WATCH PROGRAM

WHEREAS, the City of Liberty (City) has the authority to negotiate and execute contracts with private companies for municipal solid waste collection and disposal services; and

WHEREAS, the City has contracted with Waste Management of Texas, Inc. (Contractor) to provide municipal solid waste collection and disposal services to the City; and

WHEREAS, the Contractor desires to provide to the City the Waste Watch Program to enhance safety by providing emergency response agencies the benefit of additional eyes and ears in the community on each collection day at no additional fee or charge; and

WHEREAS, the City also desires these enhanced services provided by the Waste Watch Program.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Liberty, Texas that in a regular meeting held on August 11, 2009, that the City shall support the Contractors Waste Watch within the City.

PASSED AND APPROVED this the 11th day of AUGUST, 2009.

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Inspection
Category: Plats

COUNCIL ACTION 2009-57

DOC ID: 1383

Consider Approval of the Preliminary Plat of the Fontenot Cove Subdivision.

EXPLANATION:

Mr. Roy Fisher, surveyor for the Fontenot Family, has submitted a preliminary plat for the Fontenot Cove Subdivision. The family is dividing the property to accommodate two additional lots for future home sites. Because the home they wish to build on Lot 1 would face east, it is necessary to give the home 60' of road frontage according to the City's Subdivision Ordinance. They are asking for a variance to construct the private road with crushed concrete on top of three feet of clay base. They plan on concreting the private road at a later date. By making this a private road it allows both homes to have the required 60' of road frontage and can be a dedicated easement at a later time if our utilities were to be placed there. The Planning and Zoning Commission reviewed the plat on August 5, 2009 and recommend the plat be approved.

CITY OF LIBERTY PLANNING COMMISSION'S CERTIFICATION

RE: Preliminary Plat of Fontenot Cove Subdivision

Subdivision Name

On the 5th day of August, 2009, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration of the plat of the above-named proposed subdivision was placed on the agenda of such meeting.

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

✓

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

hereby recommends the City Council take the following action:

✓

conditionally approve the above named plat.

disapprove the above-named plat for the following reasons:

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

SIGNED this the _____ day of _____, 2009.

Shelli R. S. Clarke

Chairperson
Planning Committee

ATTEST:

Lawrence Wagon

Planning Committee

Attachment # 3: Fontenot Subdivision (CA-2009-57 : Fontenot Cove Subdivision)

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

RE: Preliminary Plat of Fontenot Cove Subdivision
Subdivision Name

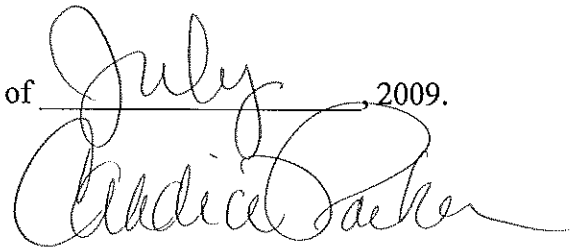
The City Staff, by and through its Administrator/City Inspector/Planning Director, does herein aggregate the preliminary plat of the above proposed subdivision and the attached accompanying data and refers same to the City of Liberty Planning Commission with the following recommendations as to modifications,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

☒ No recommendations as to modifications, additions or alterations.

-or-

☐ The following recommendations, modifications, additions or alterations:

SIGNED this the 5th day of July, 2009.



Administrator/City Inspector, Planning Director

Attachment # 3: Fontenot Subdivision (CA-2009-57 : Fontenot Cove Subdivision)

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

RE: **Preliminary Plat of Fontenot Cove Subdivision**

- ✓ A. Preliminary Conference with: Ms. Fontenot
- ✓ B. Date conference held: July 5, 2009
- ✓ C. Plat Filing: Preliminary
Date filed: July 5, 2009
Fee Amount Paid: \$ to be billed
- D. Plat Checklist (initial and date or ditto for approval)
- ✓ 1. Proposed name of the subdivision, which shall not have the same spelling or be pronounced similar to the name of any other subdivision currently located within the City or within the extraterritorial jurisdiction of the City.
- ✓ 2. Names and land use of contiguous subdivisions, and the owners of contiguous parcels of unsubdivided land, and a statement with appropriate references as to whether or not contiguous properties are platted and how they are used.
- ✓ 3. Description, by metes and bounds, of the subdivision boundaries.
- ✓ 4. Primary control point locations shown. Descriptions and ties to such control points from which all dimensions, angles, bearings, block numbers, and similar data are referenced and shown.
- ✓ 5. Subdivision boundary lines indicated by heavy lines; the acreage of the subdivision shown.
- ✓ 6. Existing conditions as follows:
_____ (1) The exact location, dimensions, name and description of all existing and/or recorded streets, alleys, reservations, easements, or other

Attachment # 3: Fontenot Subdivision (CA-2009-57 : Fontenot Cove Subdivision)

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

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

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

✓ (4) Flood hazard areas and explanatory notes.

- ✓ 7. The exact location, dimensions, description, and name of all proposed streets, street grades and cross sections, alleys, drainage structures, parks, other public area, reservation, easements or other rights-of-way, blocks, lots and other sites within the subdivision.
- ✓ 8. Date of preparation; actual and graphic scale of plat; and north arrow.
- ✓ 9. Draft of proposed restrictive covenants (if any) to be imposed; areas subject to special restrictions described and mapped.
- ✓ 10. A number or letter to identify each lot or site on each block.
- ✓ 11. Building setback lines on fronts of all lots and sites. Side yard building setbacks lines at street intersections and crosswalk ways.
- ✓ 12. Topographic information shall include contour lines on a basis of: Five (5) vertical feet in terrain with a slope of two (2) percent or more; on (1) vertical foot in terrain with a slope of less than one (1) percent.
- ✓ 13. Proposed fill or other structure-elevating techniques, levees, channel modifications, and other methods to overcome flood or erosions related hazards.
- ✓ 14. Designation of all land to be reserved or dedicated for open space or recreational use.
- ✓ 15. Vicinity sketch or map, at some appropriate scale, which clearly shows existing subdivisions, street easements, right-of-way, parks and public facilities

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

16. Soil information.

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

F. Approval of City Staff

1. The Engineering Department:

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

2. The Building Inspector:

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

3. Fire Marshall:

- ☒ a. Fire code regulations and requirements.

4. Electric Power Department:

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

G. Comments:

June 25, 2009

Dear Committee Members,

Thank you for giving me the opportunity to write to you today asking for a variance for the private road to get my daughter's house. My wife and I have given a piece of land from our property to our daughter, Ellen Fontenot, so that she can build a house. We have given the 60' required for an easement of the road without reservation. However, we are asking for a variance in the type of road so that she can have access to her house. We have cleaned the new road and added 3 ft. of clay on the surface. We have packed it so that it is ready for the next layer. We will add crushed cement on top of the clay while also packing it firmly. We will later have concrete poured on top of the crushed cement. Please allow this surface for my daughter to have access to her home. She has recently been hired in the area and plans to live here the rest of her life.

The lot we had surveyed just as you turn onto the new private road has enough square feet to have a house on it. We decided to have this piece of land available if my son or relative would like to live there. I would like it stated in the plat that the house must face our private road. The land narrows as it goes back, however it is enough for a house without it being too close to the highway. It could easily be in line with the neighbor's house on the side of our property.

Please allow our daughter to have access to her new home and possibly our son's house to face our private road. Thank you so much for the opportunity to ask for this variance, and we look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Fontenot', with a stylized, flowing script.

Paul Fontenot



**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Contracts

COUNCIL ACTION 2009-58

DOC ID: 1396

**Consider Approval of the Grant Management Services
Contract with Public Management Inc. for the Recently
Awarded \$350,000 ORCA Texas Community Development
Block Grant.**

EXPLANATION:

Nic Houston, Public Management, Inc. will be present to answer questions regarding the recent award of \$350,000 by an ORCA TCDB grant, which will assist in the replacement of the Washington Street Lift Station. Also included is associated sewer line, sewer force main, etc. which runs to the wastewater treatment plant.

Dianne Tidwell

MANAGEMENT SERVICES CONTRACT

STATE OF TEXAS S
COUNTY OF LIBERTY S

KNOW ALL MEN BY THESE PRESENTS

This agreement made and entered _____
by and between PUBLIC MANAGEMENT, INC. of Cleveland, Liberty County, Texas
(herein called Consultant) and the CITY OF LIBERTY, Texas (herein called City) for the
purpose of retaining Consultant to render services to implement the City's 2009 Texas
Community Development Block Grant Program (TXCDBG), which is administered by the
Texas Department of Rural Affairs (TDRA).

I.

Consultant agrees to provide City with services as follows:

- a) Provide administrative assistance including but not limited to budget revisions, time schedules, record maintenance, and amendments requiring prior TDRA approval.
- b) Assure compliance with performance standards for citizen participation.
- c) Prepare and maintain a written Environmental Review Record; assist in compliance with Flood Plain and Wetlands Management review guidelines.
- d) Implement and document real property acquisition and relocation assistance activities.
- e) Develop, implement and document Fair Housing and Equal Opportunity requirements and serve as the City's Fair Housing Officer during the course of this Program.
- f) Implement and document labor standards and contract compliance regulations in Program projects/activities.
- g) Assist in the maintenance of a financial accounting system incidental to the various Program projects/activities.
- h) Assist in other measures and matters incidental to and necessary in carrying out the City's Program.
- i) Advise the City concerning Program requirements and regulations.
- j) Act as the City's liaison with TDRA on all communications.

- k) Prepare necessary reports about the Program, including the performance report for TDRA the Mayor, City Council and citizens' groups.

It is specifically agreed and understood that the Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing rather, Consultant will advise City of the need of such services in furtherance of the planned objectives of the City's Program.

II.

Consultant hereby agrees that in the implementation of this agreement, he will comply with the provisions of Attachment 1--Terms and Conditions, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

The City is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Attachment O of OMB Circular No. A-102 and Title 24 CFR Part 570.200 (g) Consultant Activities.

V.

For and in consideration of the foregoing, City agrees to pay Consultant a fee not to exceed THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) payable upon receipt of invoice from Consultant in accordance with the following schedule:

Fee Schedule

Set Up Record Keeping System.....	\$1,700.00
Preliminary Administrative Requirements.....	1,700.00
Environmental Review.....	6,000.00
Special Conditions Fulfilled.....	2,400.00
Financial Management/Drawdowns.....	4,800.00
Equal Opportunity Requirements.....	1,000.00
Fair Housing Requirements.....	1,000.00
TDRA Liaison.....	2,400.00
Bid Documents/Bid Timetable/Bid Award.....	2,400.00
Construction/Demolition Compliance/Davis Bacon.....	3,000.00
Reporting and Correspondence.....	2,400.00
Closeout Documents.....	3,200.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by TDRA indicate that personal services were compensated at greater than reasonable rate.

VI.

The Mayor or his/her designated representative will act as the Consultant's primary contact regarding all matters in connection with the Program.

VII.

This agreement shall extend and be in full force until the City's 2009 TXCDBG program has been fully closed out by TDRA.

VIII.

If either party shall fail to keep any of the agreements herein by him to be kept, or to make any payments by him to be made, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of five (5) days of receipt of said notice. In the event of termination, City agrees to pay Consultant for all services actually performed and expenses incurred as of the date of termination in accordance with the schedule set forth in Paragraph V hereof. It is specifically agreed and understood by the parties hereto that, in the event of breach by Consultant, City reserves and preserves unto itself any and all remedies, administrative, legal, or equitable as may accrue to it either under the terms of this agreement or the laws of the State of Texas or of the United States.

IX.

City, TDRA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees hereby to maintain all records made in connection with this agreement for a period of three (3) years after City makes final payment and all other pending matters are closed.

X.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any of the Government of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XI.

This document embodies the entire agreement of the parties hereto and no amendment, addition, or deletion will be valid except same be in writing and executed by the parties.

XII.

If a portion of this contract is or be declared illegal, the validity of the remainder and balance of the contract shall not be affected thereby.

PUBLIC MANAGEMENT, INC.
P. O. Box 1827
Cleveland, Texas 77328
281 592-0439

J. ANDREW RICE
President

CITY OF LIBERTY

CARL PICKETT
Mayor

ATTEST:

DIANNE TIDWELL
City Secretary

ATTACHMENT 1
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, the Consultant agrees as follows:

- a) The Consultant will not discriminate against any employee or applicant for employment because of race, creed sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth provisions of this non-discrimination clause.
- b) The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c) The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Consultant will include the provisions a. through c. in every subcontract or purchase order unless exempted.

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Consultant will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued herunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, his contractors and subcontractors, his successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

V.

Section 503 Handicapped Affirmative Action for Handicapped Workers

- a) The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c) In the event of the Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VI.

Interest of Members of City

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of program, shall have any personal financial interest, direct or indirect, in this Contract and the Consultant shall take appropriate steps to assure compliance.

VII.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

VIII.

Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION 2009-59

DOC ID: 1395

Consider Request from Dwight Lumpkins for a Variance to the Code of Ordinances, Chapter 11, Article I, Section 11-1(B) Regarding the Discharge of Firearms in the City of Liberty.

EXPLANATION:

The Police Chief has reviewed and researched this issue, and is prepared to make a recommendation at the meeting.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Finance
Category: Agreements

COUNCIL ACTION 2009-60

DOC ID: 1382

Consider Lease Purchase of Back Yard Alley Digger for Electric Department.

•

FISCAL IMPACT:

This is a 60 month lease purchase with Kansas State Bank for a Back Yard Alley Machine in the Electric Department.

Cost 106,129.00

Monthly Payments \$2036.51

Total Pay Out \$122,190.60

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION 2009-61

DOC ID: 1393

**Consider Authorizing the City Manager to Expend Funds
Necessary for Emergency Repairs to the Travis Street Lift
Station.**

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2009-62

DOC ID: 1387

Consider Approval of the Memorandum of Agreement Among the U.S. Department of Homeland Security, Federal Emergency Management Agency; the Texas Historical Commission; the Governor's Division of Emergency Management; and the City of Liberty Regarding Demolition of the City of Liberty Power Plant Building.

At the May 12 Council Meeting, Ms. Amy Barnes, FEMA Region 6 was present to discuss the project submitted to FEMA for funding the demolition of the Power Plant facility; which was heavily damaged as a result of Hurricane Ike. The attached Memo of Agreement sets out the stipulations for this process. Ms. Barnes is hopeful that, upon receipt of all required signatures on this document, that clearance will be given for demolition within 60-90 days. Please see the attachment for further information.

Dianne Tidwell

MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE TEXAS HISTORICAL COMMISSION;
THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT; AND
THE CITY OF LIBERTY, TEXAS
REGARDING
THE DEMOLITION OF THE MUNICIPAL POWER PLANT BUILDING LOCATED AT
1909 MONTA STREET,
LIBERTY, LIBERTY COUNTY, TEXAS

WHEREAS, The City of Liberty, Texas (City of Liberty) proposes to use Public Assistance (PA) grant program funds provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) through the Governor's Division of Emergency Management (GDEM) to demolish the Municipal Power Plant Building located at 1909 Monta Street in Liberty, Texas, due to failure of structural elements caused by damage sustained during Hurricane Ike, which have made the building unsafe (Undertaking); and

WHEREAS, FEMA initiated consultation with the Texas Historical Commission, as the State Historic Preservation Officer (SHPO), in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (NHPA) and its implementing regulations located in 36 CFR Part 800; and

WHEREAS, FEMA and SHPO have determined that the Municipal Power Plant Building (Building) is individually eligible for listing in the National Register of Historic Places (National Register) and that the Undertaking would have an adverse effect on the property; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), FEMA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination, and on June 12, 2009, the ACHP notified FEMA that it had chosen not to participate in consultation for this Undertaking at this time; and

WHEREAS, FEMA has invited GDEM and City of Liberty to participate in this consultation and execute this Memorandum of Agreement (Agreement) as Invited Signatories; and

WHEREAS, FEMA has invited the Liberty County Historical Commission (LCHC) to participate in this consultation and execute this Agreement as a Concurring Party;

NOW, THEREFORE, FEMA, SHPO, GDEM, City of Liberty, and LCHC, hereafter referred to as "Consulting Parties," agree that the Undertaking will be implemented in accordance with the following Stipulations in order to take into account the adverse effects of the Undertaking on historic properties and to satisfy FEMA's Section 106 responsibilities for the Undertaking.

STIPULATIONS

To the extent of its legal authority and in coordination with SHPO, GDEM, City of Liberty, and LCHC, FEMA shall ensure that the following measures are implemented:

I. RECORDATION OF BUILDING

FEMA shall be responsible for completing the following:

- A. Within 30 days of execution of this Agreement, FEMA shall digitally photograph the Building. The photography shall comply with the requirements of the National Park Service's (NPS's) March 2005 *National Register of Historic Places and National Historic Landmarks Survey Photo Policy Expansion* and February 2009 *Photograph Policy Update* or the latest guidance from NPS. The City of Liberty shall provide access to the Building for purposes of photographic documentation.
 1. Image files shall be saved as uncompressed Tagged Image File Format (TIFF) files on appropriate CD-R media.
 2. Image size shall be 1600x1200 pixels at 300 pixels per inch (ppi) or larger.
 3. Images shall be saved in an 8-bit or larger color format.
 4. Images of the Building shall be saved according to NPS's 2009 *Photograph Policy Update* with a separate photo log created that contains the following information for each image:
 - a) Name and address of building;
 - b) Date of photograph;
 - c) Name of photographer; and
 - d) Description of the view, including the direction of the camera.
 5. Photographic prints of each image shall be provided. Prints shall be 4"x6" or larger, and must meet NPS's 75-year permanence standard.
- B. Images taken of the Building shall include:
 1. One (1) view of each façade;
 2. Two (2) oblique views, taken from opposing corners to show all facades;
 3. One (1) contextual view; and

4. Additional images of exterior character-defining features, outbuildings, or other exterior elements, as appropriate.
- C. FEMA shall submit 1 CD-R containing the digital images, a photo log, and photographic prints to SHPO for review and approval. SHPO shall advise FEMA within 30 days of receipt if the submitted documentation is satisfactory or request specific revisions. SHPO shall also advise FEMA if any revised documentation is to be submitted to SHPO for a second 30-day review. Upon acceptance by SHPO, FEMA shall notify GDEM of this acceptance and that demolition of the Building may proceed.

II. HISTORIC CONTEXT

FEMA shall be responsible for completing the following:

- A. FEMA shall develop a historic context for federal and state government-funded public buildings and infrastructure constructed in Liberty County from 1929-1941. All work shall be done in keeping with the guidance on developing historic contexts provided in the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*. The context shall be developed using information from local, state, and federal resources to obtain and record information pertaining to the history, development, and impact of federal and state government-funded public buildings and infrastructure constructed from 1929-1941 in Liberty County. This context may contain, but is not limited to, information on the development of the county; current and historic maps; information on federal and state funding programs used for Liberty County projects; biographies of key figures, architects, and engineers involved in Liberty County projects; information on structures that may have existed in the county at one time; copies of historic photos; and current images of properties.
- B. The historic context shall provide a list of archival resources for future research efforts.
- C. The historic context shall identify areas for future research and survey efforts.
- D. FEMA shall include as an Appendix to the historic context a listing of federal and state government-funded public buildings and infrastructure constructed in Liberty County from 1929-1941 with the following information:
 1. Property name
 2. Address or location
 3. Construction date
 4. Funding source and program, if known
 5. Current condition

- a) Existent
- b) Destroyed
- c) Unknown

- E. FEMA shall not determine the National Register eligibility of any property identified in the Appendix.
- F. Within 180 days of execution of this Agreement, FEMA shall submit one (1) hard copy of the completed historic context and one (1) CD-R containing the completed historic context with the Appendix, digital images and photo log to SHPO for review and approval. SHPO shall advise FEMA within 30 days of receipt if the submitted documentation is satisfactory or request specific revisions. SHPO shall also advise FEMA if any revised documentation is to be submitted to SHPO for a second 30-day review.
- G. FEMA shall provide one (1) hard copy of the completed historic context with the Appendix, a complete set of photographic prints, and one (1) CD-R containing the completed historic context with the Appendix, property narratives, digital images and photo log to both the City of Liberty and LCHC for placement in local public repositories.

III. CHANGES TO APPROVED SCOPE OF WORK

- A. The City of Liberty shall immediately notify GDEM if there are proposed changes to the Undertaking. When notified by City of Liberty, GDEM shall notify FEMA as soon as possible of any proposed change to the approved scope of work for an undertaking related to a historic property. FEMA shall then consult with SHPO or authorize GDEM to consult with SHPO to determine if the change will have an effect on the Undertaking.

IV. DISCOVERIES AND UNANTICIPATED EFFECTS

- A. The City of Liberty shall notify GDEM immediately if it appears that the Undertaking has affected a previously unidentified property, including archaeological deposits, during the implementation of this Agreement. GDEM shall require City of Liberty to immediately stop all activities in the vicinity of the discovery and shall require City of Liberty to take all reasonable measures to avoid or minimize harm to the property until GDEM notifies City of Liberty in writing that the project can proceed.
- B. GDEM shall notify FEMA immediately regarding the previously unidentified property or unexpected effects.
- C. FEMA shall notify SHPO and other parties that may have an interest in the previously unidentified property or unexpected effects at the earliest possible time, but no later than

72 hours after FEMA is notified by GDEM, and FEMA will initiate consultation to develop actions that will take into account the effects of the Undertaking.

V. ANTICIPATORY ACTIONS

- A. FEMA will not grant assistance to City of Liberty should it, with the intent to avoid the requirements of this Agreement or Section 106 of the NHPA, adversely affect a historic property to which the assistance would relate, or having the legal power to prevent it, allow such an action to occur. After consultation with the ACHP, FEMA may determine that the circumstances justify granting such assistance despite an adverse effect created or permitted by City of Liberty, and FEMA shall complete consultation for the Undertaking pursuant to 36 CFR § 800.9(c).

VI. DISPUTE RESOLUTION

- A. Should any Consulting Party or a member of the public raise an objection in writing to FEMA, to the manner in which the terms of this Agreement are being implemented, or to any documentation prepared in accordance with and subject to the terms of this Agreement, FEMA shall notify the Consulting Parties of the objection in writing, requesting their comments within 14 days of receipt of notification. FEMA shall consult with the objecting party, and if that party so requests, any other Consulting Party, for no more than 30 days. FEMA shall seek resolution by the most expeditious and appropriate method and may transmit its written notice and accept comments via e-mail.
- B. If the objection is resolved within 30 days, the Consulting Parties shall proceed in accordance with the resolution.
- C. If FEMA determines within 30 days that the objection cannot be resolved as described above, FEMA shall forward all documentation relevant to the dispute to the ACHP, including FEMA's proposed resolution of the dispute. FEMA shall request comments from the ACHP and will take the ACHP's response into account when reaching a final decision regarding the dispute. If the ACHP does not provide FEMA with recommendations of comments within 30 calendar days of receipt of documents, FEMA may assume that the ACHP does not object to its recommended approach. Within 14 additional days, FEMA shall render a final written decision to the other Consulting Parties.
- D. Any recommendation or comment provided by a Consulting Party or the ACHP shall be understood to pertain only to the subject of the dispute. The Parties will not be required to cease work on activities unrelated to the objection while the objection is being reviewed and resolved.
- E. FEMA may authorize GDEM to notify City of Liberty that they may implement any portion of the Undertaking subject to dispute after completing the requirements of this Stipulation.

VII. AMENDMENTS, TERMINATION, AND DURATION

- A. If FEMA determines that it is not feasible to complete the Undertaking or fulfill the requirements of this Agreement, FEMA shall immediately notify SHPO and GDEM in writing. Within 30 days of this notice, FEMA shall meet with the other Consulting Parties, in person or by telephone, to determine if the Agreement must be amended or terminated and proceed accordingly.
- B. If any Signatory determines that the Agreement should be amended, the Signatory shall submit a written request to FEMA. Within 30 days of this request, FEMA shall meet with the other Consulting Parties, in person or by telephone, to consider this request.
 - 1. The Consulting Parties shall make a good faith effort to amend the Agreement prior to taking steps to terminate it, as outlined in Stipulation C below.
 - 2. The Agreement may only be amended upon the written agreement of all Signatories and the process shall comply with 36 CFR § 800.6(c)(7).
- C. Termination: Any Signatory may terminate this Agreement by providing a 30-day written notice to the other Consulting Parties. During this 30 day time frame, the Consulting Parties shall meet in person or by telephone to seek amendments or other actions that would prevent termination. Should consultation fail, FEMA shall promptly notify the other parties in writing of the termination of this Agreement.
 - 1. Termination of this Agreement prior to fulfillment of its requirements will require compliance with 36 CFR Part 800.
 - 2. This Agreement may be terminated without further consultation by the execution of a subsequent agreement that explicitly terminates or supersedes its terms.
- D. Duration: Unless amended or terminated in accordance with Stipulations A and B above, this Agreement will remain in effect for one (1) year from the date of execution or until FEMA determines it has been satisfactorily fulfilled. FEMA will notify the other Consulting Parties in writing if FEMA determines that this Agreement has been fulfilled and is terminated.

VIII. EXECUTION

- A. This Agreement will become effective on the date of final signature.
- B. This Agreement shall be executed in counterparts, with a separate page for each signatory and concurring party, and FEMA shall ensure that each party is provided with a fully executed copy, including original signature pages.

EXECUTION AND IMPLEMENTATION of this Agreement by all Signatories evidences that FEMA has afforded the ACHP a reasonable opportunity to comment on the Undertaking and its effects on historic properties, that FEMA has taken into account the effects of the Undertaking on historic properties, and that FEMA has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations.

MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE TEXAS HISTORICAL COMMISSION;
THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT; AND
THE CITY OF LIBERTY, TEXAS
REGARDING
THE DEMOLITION OF THE MUNICIPAL POWER PLANT BUILDING LOCATED AT
1909 MONTA STREET,
LIBERTY, LIBERTY COUNTY, TEXAS

SIGNATORY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: _____
 Donald R. Fairley, REM
 Environmental Officer
 Region VI

Date: _____

By: _____
 Gary Jones
 Acting Regional Administrator
 Region VI

Date: _____

Attachment # 5: MOA for Power Plant (CA-2009-62 : MOA Power Plant Building)

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE TEXAS HISTORICAL COMMISSION;
THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT; AND
THE CITY OF LIBERTY, TEXAS
REGARDING
THE DEMOLITION OF THE MUNICIPAL POWER PLANT BUILDING LOCATED AT
1909 MONTA STREET,
LIBERTY, LIBERTY COUNTY, TEXAS**

SIGNATORY:

TEXAS HISTORICAL COMMISSION

By: _____
Mark Wolfe
Chief Deputy State Historic Preservation Officer

Date: _____

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE TEXAS HISTORICAL COMMISSION;
THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT; AND
THE CITY OF LIBERTY, TEXAS
REGARDING
THE DEMOLITION OF THE MUNICIPAL POWER PLANT BUILDING LOCATED AT
1909 MONTA STREET,
LIBERTY, LIBERTY COUNTY, TEXAS**

SIGNATORY:

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT

By: _____
Ben Patterson
State Coordinating Officer

Date: _____

Attachment # 5: MOA for Power Plant (CA-2009-62 : MOA Power Plant Building)

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE TEXAS HISTORICAL COMMISSION;
THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT; AND
THE CITY OF LIBERTY, TEXAS
REGARDING
THE DEMOLITION OF THE MUNICIPAL POWER PLANT BUILDING LOCATED AT
1909 MONTA STREET,
LIBERTY, LIBERTY COUNTY, TEXAS**

SIGNATORY:

CITY OF LIBERTY, TEXAS

By: _____
Carl Pickett
Mayor

Date: _____

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
FEDERAL EMERGENCY MANAGEMENT AGENCY;
THE TEXAS HISTORICAL COMMISSION;
THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT; AND
THE CITY OF LIBERTY, TEXAS
REGARDING
THE DEMOLITION OF THE MUNICIPAL POWER PLANT BUILDING LOCATED AT
1909 MONTA STREET,
LIBERTY, LIBERTY COUNTY, TEXAS**

CONCURRING PARTY:

LIBERTY COUNTY HISTORICAL COMMISSION

By: _____
Kevin Ladd
Chair

Date: _____

Attachment # 5: MOA for Power Plant (CA-2009-62 : MOA Power Plant Building)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM 2009-53

DOC ID: 1388

Presentation of the Proposed Budget for Fiscal Year 2009-2010.

EXPLANATION:

City Charter states that the city manager, between thirty (30) and sixty (60) days prior to the beginning of each fiscal year, shall submit to the council a proposed budget, which shall provide a complete financial plan for the new fiscal year.

Dianne Tidwell

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**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Budget Issues

COUNCIL ACTION 2009-63

DOC ID: 1389

Consider Setting the Date, Time and Location for a Public Hearing on the Proposed Budget for FY 09-10.

EXPLANATION:

The governing body of a municipality is required hold a public hearing on the proposed budget. Any person may attend and participate in the hearing.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Tax Issues

COUNCIL ACTION 2009-64

DOC ID: 1390

Consider Approval of the Proposed Tax Rate for FY 2009-2010.

EXPLANATION:

Interim City Manager Larry Shaw will propose the tax rate for the upcoming fiscal year.

Dianne Tidwell

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Tax Issues

COUNCIL ACTION 2009-65

DOC ID: 1392

Consider Setting the Date, Time and Location for Public Hearings on the Proposed Tax Rate for Fiscal Year 2009-2010.

EXPLANATION:

Tax payers must have the opportunity to express their views regarding the proposed tax rate. Management recommends holding the two required public hearings on August 25 and September 1, 2009. The second public hearing may not be held earlier than the third day after the date of the first hearing.

The governing body may not adopt the tax rate at either of these hearing. At each hearing, the governing body must announce the date, time and place of the meeting at which it will vote on the tax rate.

Dianne Tidwell

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/11/09 06:00 PM

Department: Administration
Category: Acquisitions

COUNCIL ACTION 2009-66

DOC ID: 1394

Consider and Take Action, If Any, on Acquisition of Property for Economic Development Purposes.