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 8, 2011 **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

A. Information Item (ID # 1967)

Various Project Updates

B. Information Item (ID # 1968)

Recycling 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. Monday, January 31, 2011

2. Tuesday, February 08, 2011

B. Council Action (ID # 1969)

Consider an Interlocal Agreement with Liberty County for Use of the County's Election Voting Equipment, for the May 14, 2011 General Election.

- Interlocal Agreement-County Election Equipment (PDF)

C. Resolution (ID # 1962)

Consider a Resolution Authorizing Submission of a Grant Application to the Office of the Attorney General, Criminal Justice Division, for New Technology Equipment.

VII. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 1963)

Public Hearing on the Condemnation of the Structure Located at 902 Washington Street.

- Demo 902 Washington Info (PDF)

2. Council Action (ID # 1964)

Consider an Order of Abatement for the Structure Located at 902 Washington Street.

- Order of Abatement 902 Washington (DOC)

3. Public Hearing (ID # 1965)

Public Hearing on the Condemnation of the Structure Located at 839 Washington Street.

- Demo 839 Washington Info (PDF)

4. Council Action (ID # 1966)

Consider an Order of Abatement for the Structure Located at 839 Washington Street.

- Order of Abatement 839 Washington (DOC)

5. Council Action (ID # 1970)

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

- Trees Inc Agreement 2011 (PDF)

6. Council Action (ID # 1971)

Consider Appointments to the 2011 Charter Review Commission.

7. Council Action (ID # 1972)

Consider Acceptance of Utility Summary Billing, Related Fees, and Discontinuance of Delinquent Notices.

8. Council Action (ID # 1973)

Consider Adopting a City of Liberty Investment Policy.

9. Council Action (ID # 1974)

Consider the Appointment of a Council Member or Council Members to the Investment Committee.

- Investment Policy 2011 (DOC)

10. Council Action (ID # 1975)

Consider a Lease Agreement Between the Port of Liberty, the Chambers-Liberty Navigation District, the City of Liberty, and M-I L.L.C. for Lease of a Structure for Warehouse Storage.

- Lease Agreement M-I L.L.C. 2011 (PDF)

11. Ordinance (ID # 1976)

Consider Adoption of an Ordinance Authorizing the City of Liberty Fire Department to Charge Fees for the Cost of Hazardous Materials Incident Mitigation.

12. Council Action (ID # 1977)

Consider Award of Bid for Various Mowing Proposals.

13. Council Action (ID # 1978)

Consider Award of Bid for the Monta Street Elevated and Ground Storage Tank Rehabilitation.

14. Council Action (ID # 1979)

Consider Logo/ Logos for the Monta Street Water Tower.

15. Council Action (ID # 1980)

Consider Authorizing the City Manager to Advertise for Bids for the TWDB-CWSRF 72124, Contract No. 2, Wastewater System Improvements.

16. Information Item (ID # 1981)

Discussion of Possible Issuance of a Drilling Permit for a Location East of Travis Park.

VIII. COUNCIL MEAL

IX. ADJOURNMENT

A. 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 4th day of March, 2011 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

____
Dianne Tidwell, City Secretary

NOTICE

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the ________ day of ____________________, 2011.

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 1967)

DOC ID: 1967

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 1968)

DOC ID: 1968

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The City of Liberty
City Council
Special Called Meeting
~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Monday, January 31, 2011 | **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	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Dennis Beasley	Councilperson	Present	
Diane Huddleston	Councilperson	Present	
Mike McCarty	Mayor Pro-Tem	Present	
Al Simonson	Councilperson	Present	
Louie Potetz	Councilperson	Present	
Frank Jordan	Councilperson	Present	

II. INVOCATION

Mayor Pickett dispensed with the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Pickett dispensed with the Pledges.

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.

Ms. Martha Goodwin addressed the Council, as a landowner and 20 year employee of the Texas Work Force, expressing her support of the new street extension project.

Councilperson Frank Jordan reported that Boomerang Tube LLC, had now increased its number of employees to 354.

Mayor Pickett reported on the following:

- Councilpersons Jordan and McCarty would would be on the KSHN First Monday of the month radio program, along with City Manager Gary Broz on February 7th, and
- the next Texas Municipal League Region XVI Meeting would be held in Port Arthur on Thursday, February 17th.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 1922)

Financial Report - December, 2010

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reviewed the four operating funds and year-to-date figures for the end of month, December, 2010, sales tax and property tax revenues, and other associated financial information.

B. Information Item (ID # 1923)

Various Project Updates

COMMENTS - Current Meeting:

City Manager Gary Broz provided Council with a handout regarding the status of current City projects, including budgeted funds, and expenses to date. Include are those projects funded by the 2010 Certificates of Obligation, Airport projects, Wastewater Plant improvements, water tower upgrades, street extension, construction on the Public Works Facility, and numerous other projects.

VI. CONSENT AGENDA

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

1. Resolution 2011-2

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."

ATTACHMENTS:

- TxDOT Temporary Rd. Closure Agreement (DOC)

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2011-13

Presentation of the Audit Report for Fiscal Year 09-10 by Swaim, Hanagriff, & Associates, and Consider Acceptance of Same.

COMMENTS - Current Meeting:

Ms. LeAnn Brents, Swaim, Hanagriff & Associates. presented to Council the Audit Report for Fiscal Year 2009-2010. Ms. Brents stated that after review of the City's financial statements, the independent auditor's report reflects an unqualified opinion, and that the City is subject to not only government auditing standards due to receiving federal funds, but also the Single Audit Act requirements, due to receiving over $500,000 in federal grant funds, an even higher level audit. Ms. Brents reviewed sections of the Audit Report, along with discussion of the various funds.

Ms. Brents stated that the City's total combined net assets are $28.1 million, as of September 30, 2010, down from $28.4 as of September 30, 2009.

Ms. Brents will return, at a later date, to answer questions and review this document in more detail. Motion was made to accept the FY 09-10 Audit Report as presented.

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

2. Council Action 2011-14

Presentation of the Street Extension Project by CivilCorp, and Consider Approval to Proceed.

COMMENTS - Current Meeting:

Mr. Tommy Kuykendall and Mr. Ben Galvan, CivilCorp, were present to review with Council the project objectives, a new preferred alignment, and construction costs for the street extension project. Mr. Kuykendall reviewed the objectives to 1) provide a route to open new areas for development, 2) provide connectivity from downtown to the bypass, and 3) alleviate Main Street congestion.

Mr. Kuykendall explained that on November 2, 2010 a public meeting was held for citizen input on the proposed corridor. On December 7, 2010 alternatives were presented to the Liberty Community Development Corporation Board of Directors, with the Board providing further input and direction to CivilCorp, to find a route that would ultimately meet each of the objectives.

On January 4, 2011, CivilCorp presented the LCDC with a new alignment that minimized the right-of-way impacts, met all the objectives, while also allowing for future expansion. On January 13th a second public meeting was held, with CivilCorp receiving additional comments and taking those under advisement. Mr. Kuykendall stated that he was present to explain to Council the LCDC preferred route and seek approval to continue with the final design process, which would allow CivilCorp to remain on the original proposed project schedule to advertise for bids in July and open bids for construction in August, 2011.

The proposed route with its east end being the Hwy. 146 Bypass, traverses to the west, curves and parallels Lakeland Drive to Jefferson, and on Jefferson heads west to Main Street. Mr. Kuykendall also stated that Jefferson Drive could possibly be extended due east, opening up other properties for development, should the Council elect to do so in the future.

Discussion was held regarding intersection improvements, lane size, dedicated turn lanes, drainage and detention ponds, water lines, street surfaces, possible TXDOT discretionary funds, construction costs, and other related topics.

Mr. Kuykendall further explained that developed project costs are nearly $8 million, which consists of a little over 1.5 miles of newly constructed concrete streets. This includes two 12ft. lanes and a continuous 14ft. turn lane in the middle. The idea is to initially construct three lanes that would provide for the city's current needs, with an option to widen the street with two additional lanes in the future, so that there would ultimately be two lanes each direction with a continuous turn lane.

Motion was made to move forward with the final design process, acknowledging that approval of this plan does not authorize the expenditure of any additional funds, at this time.

ATTACHMENTS:

- Street Extension Drawings Jan 2011 (PDF)

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

3. Council Action 2011-15

Consider Appointments to the Downtown Task Force.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the Downtown Task Force and members to be appointed. This committee consists of the following:

1	Councilperson
2	LCDC Representatives
1	Chamber of Commerce representative
1	County representative

3 Downtown Landowners

3 Downtown Business Owners

Motion was made to approve the appointment of Councilperson Frank Jordan, and additional appointments as follows:

Landowners - Jax Restaurant, First Liberty National Bank, Walter Fonentot, and

Business Owners - Barber Shop, Liberty Opry, and Just For You.

Mr. Broz stated that the remaining appointments would be made at a later date.

Motion was made to approve the appointments as discussed.

ATTACHMENTS:

- Downtown Task Force Info (PDF)

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

B. Executive Session

Consultation with Attorney. Gov. code §551.071

1. Pending Litigation. Belfor v. City of Liberty.
2. Anticipated Litigation. Attorney Client - Texas Commission on Environmental Quality.

Personnel Matters. Gov. Code 1551.074

1. Water/Wastewater Personnel.

The Executive Session was moved to the end of the meeting, with Mayor Pickett closing the open meeting at 9:02 p.m.

C. Reconvene into Regular Session

At 9:37 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting. There was no action taken.

VIII. WORK SESSION

1. Work Session (ID # 1926)

Discussion of Summary Billing and Late Notices.

COMMENTS - Current Meeting:

Utility Billing Clerk Sandra Sarchet reported on the cost of mailing utility bills in postcard format vs. statement type billing. Ms. Sarchet explained the postcard format process of printing, clerk's time to perforate, postage, etc. Ms. Sarchet stated that ourtsourced billing (statement format) is a process in which there is no printing process, files are sent electronically through secured means to a printing company, that prints and mails the bill to the customer. This process provides improved customer security as the statement is sent in an envelope, also to include a return envelope. The statement billing is easier to see, read, and understand, which can also come with graphs to reflect the customer's usage. The costs for postcard billing is approximately thirty-three cents, with costs for statement billing being approximately fifty-four cents.

Discussed were two companies to provide this service, CSG and TPSI. CSG has fees that include a $2000 implementation fee, $1250 annual maintenance fee, and $5000 one-time Incode software fee. TPSI, because it has a contract with Incode, would waive these fees if a two-year contract is signed.

City Manager Gary Broz stated that the City is looking toward doing away with delinquent notices, which are outdated, working with TPSI, and making this change along with the new meter changeout. Councilperson Potetz requested that management research costs associated with in-house statement billing.

2. Work Session (ID # 1927)

Discussion of Credit Card Acceptance.

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported that the City currently accepts credit card payments on-line, with a fee charged to the customer for that service. Management is looking to bringing that service in-house and has received information from two businesses in regard to this issue, ETS and Prosperity Bank.

Discussed were annual, chargeback and statement fees, percentages charged by each card (Visa, MC, Discover), card swipe machines, others service integrating with the City's Incode Software, transaction processes, and other related information.

Councilperson Potetz requested that management speak with the Bank regarding integration with the City's Incode Software.

3. Work Session (ID # 1928)

Discussion of Changes to the Alcohol Ordinance.

COMMENTS - Current Meeting:

City Attorney Randy Gunter explained that in 2007 the Council adopted an ordinance for limited extended hours on certain days of the week. The City later interfaced with the Texas Alcohol and Beverage Commission that stated that late hours must be for each night of the week or not at all. Mr. Gunter further stated that an ordinance would be presented at a future meeting that would repeal the partial extended hours so that the City's Codebook aligns with the law and what is being enforced.

4. Work Session (ID # 1929)

Discussion of Library Fees.

COMMENTS - Current Meeting:

City Manager Gary Broz discussed with Council proposed new Library fees and fines, as recommended by the Library Director and the Liberty Municipal Library Board. These fees will come before Council in the form of an ordinance, at a future meeting.

5. Work Session (ID # 1930)

Discussion of Airport Fees.

COMMENTS - Current Meeting:

City Manager Gary Broz discussed with Council the current fees and the new proposed fees as recommended by the Liberty Municipal Airport Board. Discussed were hangar/general lease agreements and long-term hangar/general lease agreements. Further discussion entailed fees for T-hangars, tie-down fees, price per square foot for one's own hangar as opposed to leasing one of the City's hangars.

These fees will come before Council, in the form of an Ordinance, at a future meeting.

6. Work Session (ID # 1931)

Discussion of Investment Policy.

COMMENTS - Current Meeting:

Mr. Broz that he had worked with City Financial Advisor, Bob Henderson on updating the City's current Investment Policy. The proposed document addresses, standards, an audit committee, cash flow forecasting and other associated issues. This issue will come before Council for approval at a future meeting.

7. Work Session (ID # 1932)

Discussion of K2 Drugs.

COMMENTS - Current Meeting:

Police Chief Billy Tidwell reported on K2 drugs, a synthetic marijuana originating from Mexico. Chief Tidwell stated that this drug is currently legal, as it does not fit the definition of any listed controlled substance. Chief Tidwell explained that he was in possession of an ordinance that would ban this substance in the City of Liberty if Council chose to do that, at a later date. However, the Chief further explained that Council may want to delay future passage of this ordinance, as the Texas Legislature is currently working on banning this substance statewide.

8. Work Session (ID # 1933)

Discussion of Comcast Changes.

COMMENTS - Current Meeting:

Mr. Broz reported that Comcast Cable has purchased NBC and changed their name to Xfinity. Mr. Broz distributed a handout, for Council's review, of the various changes in the cable service for Council's review.

IX. COUNCIL MEAL

Council shared an evening meal.

X. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:37 p.m.

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

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____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

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 8, 2011 **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

The Meeting was called to order on February 8, 2011 at the City Council Chambers, 1829 Sam Houston, Liberty,TX at 6:04 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Dennis Beasley	Councilperson	Present	
Diane Huddleston	Councilperson	Present	
Mike McCarty	Mayor Pro-Tem	Present	
Al Simonson	Councilperson	Absent	
Louie Potetz	Councilperson	Present	
Frank Jordan	Councilperson	Present	

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Rachel Dugger and Conner Gilliland, Liberty High School students.

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.

Mayor Pickett reported on the following:

- TML Region XVI Meeting to be held in Port Arthur on Thursday, February 17th, and
- the Annual Liberty Jubilee to be held on Friday and Saturday, March 25th & 26th in downtown Liberty.

Councilperson Potetz reported that someone had left excessive garbage around his home and while cleaning the trash, Waste Management stopped and assisted with clean-up even after having already made their route in the subdivision.

City Manager Gary Broz reported on the following:

- Fly-in to be held at the Liberty Municipal Airport on Saturday, February 12th. The Lions Club will be serving pancakes and 35-40 planes are expected.

- SRMPA representatives will be present for a Special Called Council Meeting to be held on Wednesday, February 16th, 6:00 p.m., and
- the Chamber of Commerce Annual Awards Banquet will be held on Thursday, February 24th

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 1941)

Various Project Updates

COMMENTS - Current Meeting:

City Manager Gary Broz reported that, for Council's review, he had distributed a handout regarding the current status of various City projects, completion percentages, and a listing of grants that the City has received.

B. Information Item (ID # 1940)

Charter Review Commission

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported that appointments to the Charter Review Commission had inadvertently been left off a previous agenda, and appointments need to be made in the very near future. Ms. Tidwell further reported that this Commission is made up of five citizens, with a six-month term of office.

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.

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

A. Minutes Approval

1. Tuesday, January 11, 2011

VII. REGULAR AGENDA

A. Regular Session

1. Public Hearing (ID # 1937)

Public Hearing on the Condemnation of the Structure Located at 901 Martin Luther King Drive.

COMMENTS - Current Meeting:

At 6:13 p.m., Mayor Pickett opened the Public Hearing on the condemnation of the structure located at 901 Martin Luther King Drive.

After a powerpoint presentation of the property was reviewed, City Attorney Randy Gunter directed questions to Neighborhood Services Director Robbie Hood confirming that the City had provided proper notice of the condemnation process to all parties involved. Mr. Gunter further questioned Mr. Hood regarding the structure being identified as a nuisance and its dilapidated/substandard condition. After brief discussion of the structure in question, Mayor Pickett closed the Public Hearing at 6:19 p.m.

ATTACHMENTS:

- PH 901 MLK (PDF)

2. Council Action 2011-16

Consider an Order of Abatement for the Structure Located at 901 Martin Luther King Drive.

COMMENTS - Current Meeting:

Motion was made to authorize condemnation, by issuance of the Order of Abatement for 901 Martin Luther King Drive.

ATTACHMENTS:

- Order of Abatement 901 MLK (DOC)

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

3. Public Hearing (ID # 1939)

Public Hearing on the Condemnation of the Structure Located at 801 Martin Luther King Drive.

COMMENTS - Current Meeting:

At 6:19 p.m., Mayor Pickett opened the Public Hearing on the condemnation of the structure located at 801 Martin Luther King Drive.

After a powerpoint presentation of the property was reviewed, Neighborhood Services Director Robbie Hood reported that the property owner, after receiving the required notification of the condemnation process and prior to the Council Meeting, had razed the structure, the property had been cleaned and cleared of all debris, and that there was no action to be taken regarding this property. City Attorney Randy Gunter stated that this is an example of how a successful condemnation should work, and was due to the diligence of Mr. Hood.

Mayor Pickett closed the Public Hearing at 6:24 p.m.

ATTACHMENTS:

- PH 801 MLK (PDF)

4. Council Action 2011-17

Consider Award of Bid for Round 1 Disaster Funds for Generators at the Water Plants and Lift Stations.

COMMENTS - Current Meeting:

Mr. Rick Bourque, Schaumburg & Polk, was present to review the bid tabulation for Water & Wastewater Generators and a SCADA System. Mr. Bourque reported that this project will be completed with Round 1 Disaster Funds, received by the City from the State.

These generators are for the North Water Plant, Monta Street Water Plant, Wallisville Lift Station, Washington Lift Station, Bowie Lift Station, Wastewater Treatment Plant, and the SCADA System.

Mr. Bourque explained that four bids were received, ranging from $1,009,763 to $1,162,300. Mr. Bourque recommended low bidder, A & A Electric, Beaumont, Texas, at a cost of $1,009,763.

Motion was made to award the bid to A & A Electric.

ATTACHMENTS:

- Bid Tab Letter-Generators-Schaumburg (PDF)
- Bid Tab Generators Lift Sta & Water Plants (PDF)

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

5. Council Action 2011-18

Consider Change Order #2 for Wastewater Treatment Plant Upgrades.

COMMENTS - Current Meeting:

Mr. Broz reviewed, with Council, a powerpoint presentation of the work in progress, and improvements being made, at the Wastewater Treatment Plant. Following the presentation, Mr. Rick Bourque, Schaumburg and Polk, reported that Change Order No. 2 addresses two requests from SouthWest Water Company, the City’s Wastewater Services Company, to modify the auto-dialer system and digester decant systems. Mr. Bourque explained that the auto dialer upgrade includes materials for providing four additional monitoring points in the wastewater process, in the amount of $8,133.17. The upgrade to the digester decant system provides for improvements to the air lift pump and its process, in the amount of $22,760.00. Mr. Bourque stated that funds for these improvements are available through the City's Texas Water Development Board Loan, with no additional funding being required.

After brief discussion, a motion was made to approve Change Order No. 2 with Allco, in the amount of $30,893.17.

ATTACHMENTS:

- Change Order #2-WWTP Upgrades 2011 (PDF)

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

6. Council Action 2011-19

Consider Letting Bids for the Monta Street Water Tank/Tower and Facilities Upgrade.

COMMENTS - Current Meeting:

City Manager Gary Broz requested authorization to let bids for the rehabilitation of both the elevated and ground storage tanks located on Monta Street, stating that these two tanks are in need of major repair. Mr. Broz reported that there is $1.2 million, in the recently issued Certificates of Obligation, to cover these costs. Engineer's estimate is $640,000. Mr. Broz further reported that inspection reports indicate the remaining tanks need similar repairs with an estimated cost of $1.2 to 1.6 million.

After discussion of the condition of the tanks and necessary repairs, and a maintenance program, a motion was made to authorized letting bids for the rehabilitation of the two Monta Street storage tanks.

ATTACHMENTS:

- Bid Info Monta Street Water Tank (PDF)

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

7. Council Action 2011-20

Consider Declaring Various City Vehicles and Equipment as Surplus Property for an Online Auction.

COMMENTS - Current Meeting:

Mr. Broz reviewed a list of old vehicles and miscellaneous equipment that he would like to have declared as surplus property, for placement in an on-line auction. Mr. Broz reported the City had great success with its previous sale of items in an on-line auction.

Motion was made to declare the property surplus and move forward with placing the items in an on-line auction.

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

8. Ordinance 2011-1

Consider Adoption of an Ordinance Repealing Ordinance No. 1013 Regulating the Sale of Alcoholic Beverages 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 ORDINANCE NUMBER 1013 REGULATING THE SALE OF ALCOHOLIC BEVERAGES 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."

City Attorney Randy Gunter reported that in 2007, the City adopted limited late hours for the sale of alcoholic beverages, to accommodate a local merchant. Subsequent to adoption, the Texas Alcohol and Beverage Commission stated that limited late hours was not enforceable, it must be every day or not at all. Repealing this ordinance will have no effect, as the City currently does not have late hours, but will assist in cleaning up the City's Codebook.

Motion was made to repeal Ordinance No. 1013.

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

9. Ordinance 2011-2

Consider Adoption of an Ordinance Ordering a General Election to be Held in the City of Liberty on Saturday, May 14, 2011. Considere Una Aceptación a La Ordenanza Que Manda a Una Elección General Que Tendrá Lugar En La Ciudad De Liberty, El Sábado 14 De Mayo Del 2011.

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 14TH DAY OF MAY, 2011; AUTHORIZING A JOINT ELECTION WITH THE LIBERTY INDEPENDENT SCHOOL DISTRICT AND LIBERTY

COUNTY HOSPITAL DISTRICT NO. 1; DESIGNATING THE POLLING PLACES AND APPOINTING ELECTION OFFICIALS FOR SUCH ELECTION; PROVIDING PAY RATES FOR ELECTION OFFICIALS; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOURS 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 Dennis Beasley, Diane Huddleston, and Al Simonson. After brief discussion, a motion was made to adopt the Ordinance ordering a General Election for May 14, 2011.

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

10. Council Action 2011-21

Consider Credit Card Acceptance for Utility and Other Various City Fees, and Associated Costs.

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported that in regard to the City accepting credit card payments, she had checked with Prosperity Bank (1 of 2 businesses that made proposals to the City), and an additional company, to establish if there was a way in which their process could integrate with the City's Incode Software. As none of them do, Ms. Herrington stated that the City would like to move forward with ETS to serve as the City's credit card clearing house. Ms. Herrington stated that fees are comparable, and by use of the card swipe placing the information automatically into the City's system, it removes the probability of human error.

Motion was made to approve ETS as the City's credit card provider.

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

11. Ordinance 2011-3

Consider Adoption of an Ordinance Establishing Liberty Municipal Library Fees.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AMENDING ORDINANCE NO. 664, AS AMENDED; TO PROVIDE NEW LIBRARY FINES AND FEES; 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."

Motion was made to adopt the Ordinance establishing fines and fees for the Liberty Municipal Library.

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

12. Ordinance 2011-4

Consider Adoption of an Ordinance Establishing Liberty Municipal Airport Fees.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AMENDING ORDINANCE NO. 787, AS AMENDED; TO PROVIDE RENTAL FEE RATES FOR THE AIRPORT; 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."

Motion was made to adopt the Ordinance establishing rental fees for the Liberty Municipal Airport.

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

13. Council Action 2011-22

Consider Award of Bid for the Sale of Real Property Located on Trinity Street (Trinity Street Complex).

HISTORY:

01/11/11 **City Council** **TABLED**
Next: 02/08/11

Mr. Broz reported that the City received only one bid for the City's property located at 1203 Trinity Street, known as the City's Trinity Street Warehouse. The bid was from Councilperson Frank Jordan in the amount of $8100. Mr. Broz reported that this property (2.58 acres) has a Central Appraisal District value of $244,660 for improvements and $29,340 for the land.

Councilperson Jordan stated that a clause in the bid document states that after closure on the property, risk of liability or expense for environmental problems/issues are the responsibility of the buyer. Councilperson Jordan further stated that this clause would be a detriment to many prospective buyers.

Motion was made to table this item until the meeting of January 25th.

COMMENTS - Current Meeting:

Motion was made to reject the bid, of $8100, for the sale of the City's property on Trinity Street, known as the Trinity Street Complex.

ATTACHMENTS:

- Real Property Bid Tab Jan 2011 (PDF)

RESULT:	**DEFEATED [4 TO 1]**
MOVER:	Louie Potetz, Councilperson
SECONDER:	Mike McCarty, Mayor Pro-Tem
AYES:	Carl Pickett, Diane Huddleston, Mike McCarty, Louie Potetz
NAYS:	Dennis Beasley
ABSTAIN:	Frank Jordan
ABSENT:	Al Simonson

14. Council Action 2011-23

Consider Acceptance of the Tax Abatement Certification from Boomerang Tube, LLC.

COMMENTS - Current Meeting:

Mr. Broz reported that as a stipulation of the Tax Abatement Agreement with Boomerang Tube, LLC, Boomerang must annually, on or before February 15th of each year, certify to the City Council that it is in compliance with the terms of the Agreement, as of January 1st of that year.

Mr. Broz reported that he was in receipt of a certified copy, from an independent auditor, that Boomerang has met the terms of the Tax Abatement Agreement. Motion was made to accept that certification.

ATTACHMENTS:

- Boomerang Tax Abatement Certification (PDF)

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

VIII. COUNCIL MEAL

Council shared an evening meal.

IX. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 7:50 p.m.

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

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____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 1969)

DOC ID: 1969

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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 Election, on May 14,2011; 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 14,2011; 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 Paulette Williams, 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, the mandatory training by the Clerk's office of the DRE voting system's functions and operation of the equipment will be attended by the Entity's election judges and clerks. Cost of the training will be shared with other 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 Liberty County will deliver each DRE and JBC to the Entity's polling places for early voting and election day. The Entity will be responsible for the expense of said delivery; 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 MAY 2-MAY 10,2011 AND 1 JBC AND 1 ESLATE FOR ELECTION DAY HELD ON MAY 14,2011.

BE IT FURTHER RESOLVED, PASSED AND APPROVED, this _______ day of ___________________, 2011.

____
Craig McNair
Liberty County Judge

____
Paulette Williams
Liberty County Clerk

____
City of Liberty

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Police
Category: Grants

RESOLUTION (ID # 1962)

DOC ID: 1962 A

EXPLANATION:
The Police Department has requested a non-matching equipment grant, from the Office of the Attorney General, Criminal Justice Division, in the amount of $75,200.00 for crime scene investigative equipment and a public and high school educational simulation tool for impaired and distracted drivers. Prior to acceptance, a resolution of approval from City Council is required.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING SUBMISSION OF THE GRANT APPLICATION FOR A CRIMINAL JUSTICE DIVISION GRANT, A FULLY FUNDED GRANT FOR NEW TECHNOLOGY EQUIPMENT FOR THE LIBERTY POLICE DEPARTMENT IN THE AMOUNT OF $75,200.00.

WHEREAS, the City of Liberty finds it in the best interest of the citizens of Liberty, Texas, that the Liberty Police Department Technology Grant be operated for the 2011-2012 year; and,

WHEREAS, the City of Liberty designates Chief Billy Tidwell as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City of Liberty agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Liberty assures that the funds will be returned to the Criminal Justice Division in full.

PASSED AND APPROVED, at a regular meeting of the Liberty City Council, this the 8th day of March, 2011.

Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Condemnations

PUBLIC HEARING (ID # 1963)

DOC ID: 1963

.

Date: January 25, 2011

TO: Mary Lena Domain
C /O Dexter Jay Redmon
603 Confederate St
Liberty, Texas 77575-5503

RE: Public Nuisance-Proposed Order to Demolish

Dear Sir and/or Madam:

As the City of Neighborhood Services Administrator, it has come to my attention and I do hereby find the building or structure situated on the below described location is:

✓ unsafe,

✓ substandard,

✓ dangerous,

✓ a hazard,

✓ a public nuisance.

I have attached hereto a detailed list setting out the conditions which I find render the building or structure, or portion thereof, a nuisance. The subject building or structure and its location are described as follows:

Building/Structure: **Dilapidated Structure**

Street Address: **902 Washington, Liberty, Texas 77575**

Legal Description: **Liberty Outer Blocks, Block 0-31, Lot Pt 1 Tr 8**

City of Liberty, Liberty County, Texas

You are hereby given notice that a hearing will be held before the Liberty City Council at **6:00 o'clock p.m. on March 08, 2011, at the Liberty City Hall, 1829 Sam Houston Street, Liberty, Texas 77575** to determine if the building complies with the standards set out in Chapter 6 of the Liberty Code of Ordinances, or if the structure should be ordered repaired, vacated and repaired, or demolished.

All interested persons who desire to be heard or who oppose the proposed order to repair, vacate and repair, or demolish the above described structure, shall appear at the above mentioned City Council hearing and show cause, if any, why the building or structure, or any portion thereof, involved in these proceedings should not be ORDERED repaired, vacated and repaired, or demolished. Your failure to appear shall constitute a waiver of your right to oppose any ORDER of the City Council.

Furthermore, the amount of cost of abating such nuisance or demolishing said building or structure, and all incidental expenses associated therewith, if undertaken by the City of Liberty, shall constitute special assessments against the property on which the structure is located and as such, shall constitute a lien on said property.

Sincerely,

Robbie L. Hood, CPM

Robbie L. Hood
Neighborhood Services Administrator
City of Liberty

Conditions Rendering Building/Structure Hazardous and/or Dangerous

Owners Name: **Mary Lena Domain**
C/O Dexter Jay Redmon
Mailing Address: **603 Confederate St, Liberty, Texas 77575**

Property Description: **Liberty Outer Blocks, Block 0-31, Lot Pt 1 Tr 8**

Street Address: **902 Washington, Liberty, Texas 77575**

UNSAFE BUILDINGS: All buildings or structures which are unsafe, unsanitary, or do not provide adequate egress, or which constitutes a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health, are considered unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of Chapter 6 of the Liberty Code of Ordinances.

1. Lack of hot and cold water running to plumbing fixtures in bathroom and kitchen.
2. Improper sewage disposal system in bathroom and kitchen.
3. Lack of adequate heating facilities.
4. Lack of required ventilating equipment.
5. Lack of required electrical lighting.
6. Dampness of habitable rooms.
7. Infestation of insects, vermin and rodents.
8. General dilapidation and improper maintenance of all heating and plumbing facilities.
9. Lack of adequate garbage and rubbish storage and removal facilities.
10. Deteriorated and inadequate foundations.
11. Defective and deteriorated flooring and floor supports.
12. Members of walls, partitions and other vertical supports have split, lead, list and/or buckled due to defect and deterioration.
13. Members of ceilings, roofs, ceiling and roof supports and other horizontal members have sagged, split and/or buckled due to defect and deterioration.
14. Hazardous wiring which is not connected and can not be connected due to defective maintenance and deterioration.
15. Hazardous plumbing which is not connected and can not be connected due to defective maintenance and deterioration.
16. Faulty weather protection.
17. Serious fire hazard.
18. Hazardous and unsanitary premises with an accumulation of junk, debris and garbage which constitutes a fire, health and safety hazard.
19. The building structure or portion thereof as a result of decay, deterioration or dilapidation's has or is likely to fully or partially collapse.
20. The building structure or portion thereof is in such a condition that it constitutes a public nuisance.

Robbie L. Hood, CPM

Robbie L. Hood
Neighborhood Services Adm.

1-25-11

Date

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 1964)

DOC ID: 1964

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City of Liberty

Order of Abatement

The City Council of the City of Liberty ("Council"), at a duly noticed public hearing, does hereby adopt the following Order of Abatement:

WHEREAS, it has come to the attention of Council that a building or structure at 902 Washington of the Town of Liberty with Liberty County Central Appraisal District Property ID # 56952, Liberty Outer Blocks, Block 0-31, Lot PT 1 TR 8 in the City of Liberty is reported to be or believed to be substandard under the terms of Chapter 6 of the Liberty Code of Ordinances; and

WHEREAS, Council has at a public hearing received and/or heard evidence that the structure(s) on the property described above have/has

a. become substantially deteriorated through natural causes and/or from exposure to the elements (wind, hail, rain and storms), or
b. become so structurally deteriorated and/or damaged that it/they are in danger of collapse, or
c. become a fire hazard due to the substantial deterioration of the building or structure; or
d. failed to be constructed in conformity with the City Building Code; or
e. become a hazard to the health and/or safety of the general public, including all conditions conducive to the harboring of rats, mice, and other disease carrying animals and/or insects, including such conditions that may be hazardous to safety, such as inadequate bracing or the use of deteriorated materials.

WHEREAS, Council has received and/or heard evidence that the City has made a diligent effort to determine the identity and address of any owner, lienholder, or mortgagee by searching the following records:

a. county real property records of Liberty County;
b. appraisal district records of Liberty County;
c. records of the secretary of state;
d. assumed name records of Liberty County;
e. tax records of the City of Liberty; and
f. utility records of the City of Liberty.

and has given notice of the public hearing held on this day regarding the substandard structure.

WHEREAS, the Council, having the authority to order abatement of substandard structures pursuant to Chapter 6 of the Liberty Code of Ordinances and Chapter 214 of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED, THAT the City Council of the City of Liberty hereby

ORDERS the abatement of the condition of the identified property by removal of the structure(s) thereon, within 30 days of this ORDER. The City Council further authorizes the City Manager or other City officials to secure the demolition of the structure(s) on the identified property if the structures have not been removed within 30 days of this ORDER, and place a lien on the land for costs associated with such demolition and removal according to law ; and

Part 1: That the notice of this public hearing was made or attempted with the efforts outlined in Chapter 214 of the Local Government Code.

Part 2: That it is hereby determined that the identified structure is in fact a structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare.

Part 3: That public necessity requires the demolition and removal of the identified structure.

Part 4: That this resolution shall take effect immediately from and after its passage.

I certify that the foregoing is a true and correct copy of the resolution/order duly adopted by the City Council of the City of Liberty. This Order of Abatement shall be maintained with the official minutes of the City Council of the City of Liberty

In witness whereof, I have hereunto set my hand on this the 08th day of March, 2011.

By:____

Carl Pickett,
Mayor,
City of Liberty

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Condemnations

PUBLIC HEARING (ID # 1965)

DOC ID: 1965

.

Date: January 25, 2011

TO: Glenn Seriale
PO Box 336
Liberty, Texas 77575

RE: Public Nuisance-Proposed Order to Demolish

Dear Sir and/or Madam:

As the City of Neighborhood Services Administrator, it has come to my attention and I do hereby find the building or structure situated on the below described location is:

✓ unsafe,

✓ substandard,

✓ dangerous,

✓ a hazard,

✓ a public nuisance.

I have attached hereto a detailed list setting out the conditions which I find render the building or structure, or portion thereof, a nuisance. The subject building or structure and its location are described as follows:

Building/Structure: **Dilapidated Structure**

Street Address: **839 Washington, Liberty, Texas 77575**

Legal Description: **Liberty Inner Blocks, Block 205, Lot Pt 2 Tr 4**

City of Liberty, Liberty County, Texas

You are hereby given notice that a hearing will be held before the Liberty City Council at **6:00 o'clock p.m. on March 08, 2011, at the Liberty City Hall, 1829 Sam Houston Street, Liberty, Texas 77575** to determine if the building complies with the standards set out in Chapter 6 of the Liberty Code of Ordinances, or if the structure should be ordered repaired, vacated and repaired, or demolished.

All interested persons who desire to be heard or who oppose the proposed order to repair, vacate and repair, or demolish the above described structure, shall appear at the above mentioned City Council hearing and show cause, if any, why the building or structure, or any portion thereof, involved in these proceedings should not be ORDERED repaired, vacated and repaired, or demolished. Your failure to appear shall constitute a waiver of your right to oppose any ORDER of the City Council.

Furthermore, the amount of cost of abating such nuisance or demolishing said building or structure, and all incidental expenses associated therewith, if undertaken by the City of Liberty, shall constitute special assessments against the property on which the structure is located and as such, shall constitute a lien on said property.

Sincerely,

Robbie L. Hood, CPM

Robbie L. Hood
Neighborhood Services Administrator
City of Liberty

Conditions Rendering Building/Structure Hazardous and/or Dangerous

Owners Name: **Glenn Seriale**
Mailing Address: **PO Box 336, Liberty, Texas 77575**

Property Description: **Liberty Inner Blocks, Block 205, Lot Pt 2 Tr 4**

Street Address: **839 Washington, Liberty, Texas 77575**

UNSAFE BUILDINGS: All buildings or structures which are unsafe, unsanitary, or do not provide adequate egress, or which constitutes a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitutes a hazard to safety or health, are considered unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of Chapter 6 of the Liberty Code of Ordinances.

1. Lack of hot and cold water running to plumbing fixtures in bathroom and kitchen.
2. Improper sewage disposal system in bathroom and kitchen.
3. Lack of adequate heating facilities.
4. Lack of required ventilating equipment.
5. Lack of required electrical lighting.
6. Dampness of habitable rooms.
7. Infestation of insects, vermin and rodents.
8. General dilapidation and improper maintenance of all heating and plumbing facilities.
9. Lack of adequate garbage and rubbish storage and removal facilities.
10. Deteriorated and inadequate foundations.
11. Defective and deteriorated flooring and floor supports.
12. Members of walls, partitions and other vertical supports have split, lead, list and/or buckled due to defect and deterioration.
13. Members of ceilings, roofs, ceiling and roof supports and other horizontal members have sagged, split and/or buckled due to defect and deterioration.
14. Hazardous wiring which is not connected and can not be connected due to defective maintenance and deterioration.
15. Hazardous plumbing which is not connected and can not be connected due to defective maintenance and deterioration.
16. Faulty weather protection.
17. Serious fire hazard.
18. Hazardous and unsanitary premises with an accumulation of junk, debris and garbage which constitutes a fire, health and safety hazard.
19. The building structure or portion thereof as a result of decay, deterioration or dilapidation's has or is likely to fully or partially collapse.
20. The building structure or portion thereof is in such a condition that it constitutes a public nuisance.

Robbie L. Hood, CPM
Robbie L. Hood
Neighborhood Services Adm.

1-25-11
Date

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 1966)

DOC ID: 1966

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City of Liberty

Order of Abatement

The City Council of the City of Liberty ("Council"), at a duly noticed public hearing, does hereby adopt the following Order of Abatement:

WHEREAS, it has come to the attention of Council that a building or structure at 839 Washington of the Town of Liberty with Liberty County Central Appraisal District Property ID # 56494, Liberty Inner Blocks, Block 205, Lot PT 2 TR 4 in the City of Liberty is reported to be or believed to be substandard under the terms of Chapter 6 of the Liberty Code of Ordinances; and

WHEREAS, Council has at a public hearing received and/or heard evidence that the structure(s) on the property described above have/has

a. become substantially deteriorated through natural causes and/or from exposure to the elements (wind, hail, rain and storms), or
b. become so structurally deteriorated and/or damaged that it/they are in danger of collapse, or
c. become a fire hazard due to the substantial deterioration of the building or structure; or
d. failed to be constructed in conformity with the City Building Code; or
e. become a hazard to the health and/or safety of the general public, including all conditions conducive to the harboring of rats, mice, and other disease carrying animals and/or insects, including such conditions that may be hazardous to safety, such as inadequate bracing or the use of deteriorated materials.

WHEREAS, Council has received and/or heard evidence that the City has made a diligent effort to determine the identity and address of any owner, lienholder, or mortgagee by searching the following records:

a. county real property records of Liberty County;
b. appraisal district records of Liberty County;
c. records of the secretary of state;
d. assumed name records of Liberty County;
e. tax records of the City of Liberty; and
f. utility records of the City of Liberty.

and has given notice of the public hearing held on this day regarding the substandard structure.

WHEREAS, the Council, having the authority to order abatement of substandard structures pursuant to Chapter 6 of the Liberty Code of Ordinances and Chapter 214 of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED, THAT the City Council of the City of Liberty hereby

ORDERS the abatement of the condition of the identified property by removal of the structure(s) thereon, within 30 days of this ORDER. The City Council further authorizes the City Manager or other City officials to secure the demolition of the structure(s) on the identified property if the structures have not been removed within 30 days of this ORDER, and place a lien on the land for costs associated with such demolition and removal according to law ; and

Part 1: That the notice of this public hearing was made or attempted with the efforts outlined in Chapter 214 of the Local Government Code.

Part 2: That it is hereby determined that the identified structure is in fact a structure that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare.

Part 3: That public necessity requires the demolition and removal of the identified structure.

Part 4: That this resolution shall take effect immediately from and after its passage.

I certify that the foregoing is a true and correct copy of the resolution/order duly adopted by the City Council of the City of Liberty. This Order of Abatement shall be maintained with the official minutes of the City Council of the City of Liberty

In witness whereof, I have hereunto set my hand on this the 08th day of March, 2011.

By:____

Carl Pickett,
Mayor,
City of Liberty

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM
Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 1970)

DOC ID: 1970

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Trees, Inc.
GENERAL AGREEMENT

THIS AGREEMENT, made this 9th day of March 2011 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 supervision 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 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 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 March 9, 2011 thru March 9, 2012, 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
("COMPANY")

By: ______________________

Title: Vice President

Trees, Inc.
("CONTRACTOR")

By: ______________________

Title: ______________________

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

Forming part of the GENERAL AGREEMENT between City of Liberty and Trees, Inc., dated March 9, 2011.

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 2011

ITEM	Rate Per Hour		
Crew Rate	**ST**	**Storm**	**OT**
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 workday.**
- **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, pickup trucks $.90**

Rates valid for consideration of work assigned related to the Request for Rates submitted 03/09/11 until 03/09/12

Confidential and Proprietary

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 1971)

DOC ID: 1971

EXPLANATION:
City Charter requires that City Council shall make appointments to the Charter Review Commission at its first regular meeting in January, of each odd-numbered year. This item was inadvertently left off of the agenda. This Commission is comprised of five citizens from the City of Liberty. Term of office is six months; however, upon written request of a majority of the commission members, the City Council may extend the committee's term of office for a period not to exceed 90 days.

FYI - 2009 Charter review Members: Frank Jordan, Jamie Carter, Victor Barranco, Marsha LaFour, Clarence Martin.

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Utilities

COUNCIL ACTION (ID # 1972)

DOC ID: 1972

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: City Policies

COUNCIL ACTION (ID # 1973)

DOC ID: 1973

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Committee Appointments

COUNCIL ACTION (ID # 1974)

DOC ID: 1974

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CITY OF LIBERTY

INVESTMENT POLICY

I. POLICY STATEMENT

It is the policy of the City that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City and conforming to all applicable state statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets and funds of the City. The City commingles its funds into one pooled investment fund for investment purposes to provide efficiency and maximum investment opportunity. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR).

Any new funds created by the City shall be included unless specifically exempted by the City Council and this policy.

III. OBJECTIVES AND STRATEGY

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification and yield.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability/flow.

IV. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public funds deposits. All investments will be made in accordance with these statutes.

V. INVESTMENT COMMITTEE

An Investment Committee, consisting of the City Manager, Finance Director, and at least one Council Member shall meet at least quarterly to determine operational strategies and to monitor results. The Investment Committee shall discuss things such as economic outlook, portfolio diversification, maturity structure, and any potential risk of the City's funds. In addition, this committee shall review investment purchases that occurred since the last investment committee meeting and approve new brokers.

VI. DELEGATION OF INVESTMENT AUTHORITY

The Finance Director acting on behalf of the City, is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall attend at least one training session relating to the Officer's responsibility under this act within 12 months after assuming duties and thereafter, a training session should be attended not less than once every two years with at least 10 hours of instruction from an independent source. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.

Limitation of Personal Liability
The investment Officer and those delegated investment authority under this Policy, when acting in accordance with the written procedures and this Policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

VII. PRUDENCE

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio.
This standard states:

> "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

VIII. INTERNAL CONTROLS

The Investment Officer shall establish and maintain an internal control structure which will be reviewed annually with the independent auditor of the City. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City.

Cash Flow Forecasting
Cash flow forecasting is designed to protect and sustain cash flow requirements the City. Supplemental to the financial and budgetary systems, the Investment Officer will develop and use a cash flow forecasting process as needed to monitor and forecast cash positions for investment purposes.

IX. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments listed below and as further defined and described by the Public Funds Investment Act.

A. Obligations of the United States Government, its agencies and instrumentalities, and government sponsoring enterprises, not to exceed five years to stated maturity, including collateralized mortgage obligations (CMOs); CMO's cannot be either an Interest-Only or Principal Only CMO nor can it be an inverse floater.

B. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, collateralized with 102% coverage with:

- Obligations of the US Government, its agencies or instrumentalities
- In accordance with 2256.010 of the Act, certificates of deposit may be purchased from a Texas depository institution through a nationally coordinated program in which (a) the depository arranges for deposits one or more federally insured depositories allowing for full FDIC coverage and (b) the depository receives comparable deposits from other linked depositories.
- Collateral agreements must be in writing and require a bank resolution of approval.

C. Commercial paper rated A-l/P-1 or the equivalent by at least two nationally recognized rating agencies not to exceed 270 days to stated maturity;

D. SEC registered money market mutual funds as defined by the Act.

E. AAA-rated, constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act; and,

The weighted average maturity of the portfolio shall not exceed 1 year. No additional security will be eligible for investment by the City until this policy has been amended and the amended version approved by the City Council. *Exceptions* to investment maturities may be approved by council in order to meet debt service requirements

Competitive Bidding Requirement
Generally, the City will seek competitive offerings for all securities, including certificates of deposit before it invests to verify that the City is receiving fair market value/price for the investment with the *exception* of new issues that are still in syndicate.

The City recognizes that a competitive offering process is not always necessary or is not always in the best interest of the City. On these occasions, the Investment Officer is authorized to purchase a security without seeking competitive offerings. Examples of these occasions are:

A. Market conditions are changing rapidly.
B. The security is a "new issue" that is still in the primary market.
C. A specific type of security, maturity date, or rate of return is sought that may not be immediately available.

Delivery versus Payment
All security transactions, including collateral for repurchase agreements, entered into by the City, shall be conducted on a delivery versus payment (DVP) basis. Funds shall not be released until receipt of the security by the City's approved custodian.

Diversification
The City recognizes that investment risks can result from issuer defaults, and market price changes. Risk is controlled through portfolio diversification. The maximum limits for diversification will be:

Security Type	Max % of Portfolio
US Obligations	not to exceed 80%
US Agencies/Instrumentalities	not to exceed 80%
-MB Securities	not to exceed 50%
Certificates of Deposits	not to exceed 40%
Commercial Paper	not to exceed 25%
Money Market Funds	100%
Local Government Investment Pools	100%

X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Investment Committee will review the list of authorized broker/dealers annually. The Investment Officer will obtain and maintain information on each broker/dealer.

Securities broker/dealers not affiliated with a bank, who desire to transact business with the City must supply the following documents to be maintained by the Finance Department:

- audited financial statement for the most recent period,
- proof of certification by the National Association of Securities Dealers (NASD),

- proof of current registration with the State Securities Commission, and

Every broker/dealer and bank with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the City's investment program. A representative of the firm will be required to return a signed certification stating the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to the City.

XI. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by either the City, an independent third party financial institution, or the City's designated depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the City or pledged to the City.

All securities pledged to the City for time or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank where the securities are pledged. The bank is responsible for monitoring collateral.

Collateralization

Collateralization shall be required on certificates of deposits over the FDIC insurance coverage of $250,000. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

XII. PERFORMANCE EVALUATION AND REPORTING

The Investment Officer shall submit quarterly reports to the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program and consistent with statutory requirements.

XIII. DEPOSITORIES

The City will designate one banking institution through a competitive process as its central banking services provider at least every five years. Other banking institutions from which the City may purchase certificates of deposit will also be designated after they provide their latest audited financial statements to the City.

XIV. INVESTMENT POLICY AMENDMENTS

The Director of Finance and the Investment Committee shall review the Investment policy and strategies on an annual basis. Future recommended changes will be approved by the City Council amending the current Investment Policy on record.

APPROVED BY:

______________________________ ________________
Date

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 1975)

DOC ID: 1975

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LEASE AGREEMENT

DRAFT

2-10-11

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This lease agreement is executed between the Port of Liberty, CHAMBERS-LIBERTY COUNTIES NAVIGATION DISTRICT and the CITY OF LIBERTY, TEXAS (hereinafter "LESSOR"), and M-I L.L.C. ("LESSEE"). LESSOR and LESSEE are acting herein by and through the duly authorized officer of each entity. All provisions of this lease shall be performed in Liberty County, Texas, and all payments provided for in this lease shall be paid in Liberty County, Texas.

The LESSOR, for and in consideration of the rentals to be paid and the provisions of this lease, leases to LESSEE the following described property ("the property") in the City of Liberty, Liberty County, Texas, to-wit:

> A 2.955 acre tract of land out of Lot One (1), Outer Block Twenty-nine (29), City of Liberty, Abstract No. 359, Liberty County, Texas, and being described by metes and bounds as follows, to-wit:
>
> BEGINNING at a point South 99° 08′ 00" West 228.38 feet and South 89° 52′ 00" East 11.0 feet from the northwest corner of said Lot One (1), Outer Block Twenty-nine (29), a 5/8ths inch iron rod set on the east margin of Fort Worth Street for the northwest corner of this tract;
>
> THENCE South 89° 37′ 35" East 315.20 feet to a 5/8ths inch iron rod set for the first northeast corner of this tract;
>
> THENCE South 99° 08′ 00" West 137.0 feet to corner;

THENCE South 89° 37′ 35" East 49.0 feet to a 5/8ths inch iron rod set on the west margin of the S.P.R.R. right-of-way for the second northeast corner of this tract;

THENCE South 22° 06′ 05" West 98.80 feet along the west margin of the said S.P.R.R. right-of-way to a point of curve thereon, said curve having a degree of curve of 15° tangent 237.182 arc length 421.711;

THENCE Southwesterly along and with the above mentioned curve 421.711 feet to a 5/8ths inch iron rod on the east margin of Fort Worth Street for the southwest corner of the tract herein described;

THENCE North 00° 08′ 00" East 458.0 feet along the east margin of said Fort Worth Street to the PLACE OF BEGINNING, together with all improvements thereon.

1.

The primary term of this lease shall be two (2) years, commencing April 1, 2011, and terminating March 31, 2013. At the sole discretion of the PORT OF LIBERTY, not more than two (2) extensions of this lease may be executed by the PORT OF LIBERTY on behalf of LESSOR (and without further consent of the City of Liberty and the Chambers-Liberty Counties Navigation District), but no single extension shall be for a period in excess of two (2) years. The PORT OF LIBERTY acting alone may negotiate the monthly rental (including an increased rental) and fix the same in any extension agreement agreed to by the PORT OF LIBERTY. However, the monthly rental shall not be reduced without the prior consent of the CITY OF LIBERTY and CHAMBERS-LIBERTY COUNTIES NAVIGATION DISTRICT. An extension shall not be granted if any condition of default by LESSEE exists. Any request for an extension of this lease shall be in writing and delivered by LESSEE to LESSOR at least thirty (30) days prior to the expiration of the then existing lease term. Continued occupancy of the property by LESSEE after the expiration of any two (2) year lease term and without giving timely written notice of an extension request shall constitute a holding over by LESSEE.

2.

As rental, LESSEE shall pay LESSOR at P. O. Box 3007, Liberty, Texas 77575, the sum of $2,000.00 a month on or before the 1st day of each month commencing April 1, 2011, and payable on the same day of each month thereafter during the primary term of this lease. All signatories to this lease acknowledge that LESSEE has paid all rents due to the commencement date of this lease for LESSEE's occupancy of the property up to the date of the commencement of this lease. Any monthly rental payment received by LESSOR more than five (5) days after the due date shall incur a late payment fee of $75.00, which shall be paid by LESSEE to LESSOR by the 20th day of the month for which the late payment is due.

3.

LESSEE shall use the property for warehouse purposes and as a warehouse building for the sale of any and all of its lawful products and for the usual and customary business purposes related to such sales. LESSEE shall have the right to use such property for any lawful purpose so long as such use is not hazardous or dangerous to occupants, tenants or visitors of adjacent or adjoining properties. During its use and occupancy of the property, LESSEE shall comply with all rules, regulations, ordinances and statutes applicable to LESSEE's operations on the property.

4.

Except as to its affiliates, LESSEE shall not have the right to sublet any part of the property or to assign any interest in this lease without first obtaining the prior written consent of LESSOR, which shall not be unreasonably withheld. The terms of this lease shall not be altered by any such assignment and LESSEE, despite any approved assignment, shall remain liable for the full performance of this lease and for all timely payments under this lease upon any such subleasing.

5.

Except as otherwise provided below, LESSEE shall be responsible for making all repairs to the property, including all damages to the property and the buildings and improvements thereon, caused by the acts or negligence of LESSEE, its agents, customers, servants and employees. LESSEE shall be responsible for the upkeep, maintenance, repair and replacement of all gas, electrical and plumbing fixtures, interior partitions, driveways and parking facilities, caused by ordinary wear and tear or the acts of LESSEE, its agents, servants, customers, invitees or employees. The LESSOR shall be responsible for the repair and upkeep of the roof and exterior walls of the building caused by ordinary wear and tear, and shall be responsible for all damages caused to the property and the building and improvements thereon, including roof, exterior walls, floors, electrical fixtures caused by its agents, customers, servants and employees, act of God, riot, war, insurrection, fire, rising water, windstorm and tornado; and in the event of any such damage, LESSOR shall use reasonable diligence in causing repairs to be made to the damaged portions of the property. As the owner of improvements LESSOR may keep them insured against loss as it may elect, but LESSOR is not required to do so. LESSEE shall be obligated to provide insurance coverage on its personal properties and LESSOR shall not be held liable for any loss or damage to same. LESSEE shall not be responsible for the payment of rent for the property during any period of time it is denied the entire use thereof because of repairs resulting from the damage of destruction of said building by acts of God, riot, war, insurrection, fire, rising water, windstorm and tornado. LESSEE further agrees that during its occupancy it shall keep and maintain its machinery, equipment, fixtures and appurtenances in such condition and manner so as to prevent any loss, damage or injury to persons, property or business of third persons, including, but not limited to the owners, occupants and invitees of businesses on adjoining premises.

6.

During the term of this lease and any extension hereof the LESSEE shall at all times keep in force certain insurance coverages with the LESSOR as additional insureds thereon, but such required coverages shall be only those reasonably related to LESSOR's activities on the property. Such coverages shall include, but not be limited to, public liability, comprehensive and/or umbrella coverages, property damage, environmental coverage per LESSEE's Pollution Liability endorsement "Sudden & Accidental events" only, and such other coverages as LESSOR may require from time to time upon written notice to LESSEE. Such coverages shall be in at least the amounts now carried by LESSEE and as described in the attached certificate of coverage provided by LESSEE, which is contained in the attached Exhibit "A". Upon written notice from LESSOR to LESSEE, LESSEE shall be required to increase any or all of such coverages as may reasonably be required by LESSOR.

7.

LESSOR shall be responsible for any and all taxes levied upon the property and the buildings and permanent improvements thereon, except those levied upon the fixtures, appurtenances, inventory, stock in trade, tools, all property and equipment belonging to LESSEE.

8.

The LESSEE shall not make any alterations to the warehouse buildings or permanent improvements located on the property, and no material alterations are to be made by LESSEE to the interior of the building unless authorized in writing by the PORT OF LIBERTY; however, LESSEE shall have the right to change or install removable partitions and divisions in the interior of the warehouse building so as to better utilize the space for its business; and all permanent improvements, alterations and additions made by LESSEE to the property or buildings thereon during the term hereof shall, upon the expiration of this lease for whatever cause, become the property of the LESSOR, but all removable fixtures, equipment, additions and improvements made by LESSEE shall remain the property of LESSEE, and upon LESSEE's compliance with the terms of this lease, may be removed by LESSEE upon the termination of this lease, but LESSEE shall repair and repaint subsequent to such removal.

9.

In the event of default by LESSEE in the performance of any provision of this lease, LESSOR may enforce the performance of this lease in any mode provided by law. The breach by LESSEE of any provision of this agreement shall, at the sole election of LESSOR (acting by and through the PORT OF LIBERTY), after fifteen (15) days written notice to LESSEE and a failure of LESSEE to cure such default within fifteen (15) days after receipt of such notice or if the default cannot be cured within such fifteen (15) days, LESSEE has not in good faith commenced performance to cure such default, forfeit all rights of the LESSEE hereunder, and the LESSOR (through the PORT OF LIBERTY), its agent or attorney shall have the right to re-enter and assume possession of said property and remove LESSEE and all persons claiming under it therefrom without being deemed guilty of any trespass and without prejudice to any remedies for arrears of rent or damages for breach of covenant existing on behalf of the LESSOR.

10.

Upon the termination of this lease for any cause, whether by lapse of time or otherwise, the property, buildings and improvements covered herein shall be peaceably returned to LESSOR, its successors and assigns, in a good state of repair and condition, excepting ordinary wear and tear. Upon termination of this lease or in the event of any holding over by LESSEE, LESSEE shall be a tenant-at-will of LESSOR at a monthly rental of ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($1,750.00) DOLLARS, payable on the same date of each month as specified in paragraph 2 of this lease.

11.

If, during the period of this lease or any extension thereof, a substantial part of the leased property, sufficient to seriously interfere with the conduct of LESSEE's business, is taken or acquired for public use by any governmental agency or authority, this lease shall terminate and be of no further force and effect, and LESSEE shall be relieved for the payment of any balance of the rent due hereunder. LESSEE shall have no claim or demand of any kind or character in and to any award made to LESSOR by reason of the condemnation of such property, and LESSOR shall have no claim upon any award made to the LESSEE for the condemnation of its leasehold interest in the property and the loss of its business location through such governmental action.

12.

<u>LESSEE SHALL PAY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY OF LESSEE'S OPERATIONS AND ACTIVITIES ON THE PROPERTY. SUCH INDEMNITY SHALL EXPRESSLY INCLUDE LESSOR'S ATTORNEY'S FEES AND LESSOR SHALL HAVE THE RIGHT TO SELECT ITS OWN ATTORNEY IN CONNECTION WITH THE DEFENSE OF ANY ACTION AGAINST LESSOR ARISING UNDER THIS LEASE</u>.

13.

At all reasonable times during the term of this lease, LESSOR shall have the right for itself, its agents, successors and employees to enter in and upon the property during business hours for the purpose of examining and inspecting the same and determining whether LESSEE shall be in compliance with its obligations hereunder, but such right of entry and inspection shall not be used for the purpose of harassing the LESSEE in the peaceable enjoyment of its lease.

14.

The LESSOR represents that it has good and merchantable title to the leased property, buildings and improvements thereon with the full right and authority in law to execute and enter into this lease agreement, and LESSOR further warrants that during the term hereof it will protect the title to the property so that LESSEE's peaceable occupancy of the same shall not be disturbed.

15.

All notices and demands pertaining to this lease shall be delivered by personal delivery or by U.S. Certified Mail, return receipt requested, as follows:

A. If to LESSOR:

President
PORT OF LIBERTY
P. O. Box 3007
1801 Trinity Avenue
Liberty, Texas 77575

B. If to LESSEE:

Senior Vice President - Western Hemisphere
M-I L.L.C.
P. O. Box 42842
Houston, Texas 77242-2842

AND

Contracts Administrator
M-I L.L.C.
5950 North Course Drive
Houston, Texas 77072

Personal delivery shall be deemed given the day after actual personal delivery. Delivery by U.S. Certified Mail shall be deemed given two (2) days after the date of deposit in the U.S. Mail, postage prepaid. In the event the address for notice changes as to LESSOR or LESSEE, it shall be incumbent upon the party whose address changes to notify the other party of such address change in conformity with the requirements of this paragraph.

16.

This lease contains the entire agreement of the parties and can be modified only by a subsequent written agreement executed by a signatory to this lease. This lease shall be binding upon and inure to the benefit of respective parties, their assigns and their successors in interest except as otherwise provided or limited herein.

The lease is signed in DUPLICATE ORIGINALS and shall be in full force and effect after it has been approved and executed by each signatory designated below. The approvals of the CITY and the DISTRICT are required for this lease to be binding upon LESSOR.

LESSOR:

PORT OF LIBERTY

By: ______________________ DRAFT

SIGNED ____/____/2011

____
(Print Name)

____
(Title)

CHAMBERS-LIBERTY COUNTIES NAVIGATION DISTRICT ("The DISTRICT")

By: ______________________ DRAFT

APPROVED ____/____/2011

____
(Print Name)

____
(Title)

CITY OF LIBERTY ("The CITY")

By: ______________________

APPROVED ____/____/2011

______________________ DRAFT
(Print Name)

____
(Title)

M-I L.L.C.

By: ______________________________

SIGNED _____/_____/2011

DRAFT

____
(Print Name)

____
(Title)

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Hazardous Materials

ORDINANCE (ID # 1976)

DOC ID: 1976

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AUTHORIZING THE CITY OF LIBERTY FIRE DEPARTMENT TO CHARGE FOR THE COST OF HAZARDOUS MATERIALS INCIDENT MITIGATION WITHIN THE RESPONSE AREA OF THE CITY OF LIBERTY FIRE DEPARTMENT; 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, the City of Liberty Fire Department provides Hazardous Materials Incident response and mitigation in and around the city of Liberty: and

Whereas, the City of Liberty Fire Department is equipped with and utilizes certain apparatus, emergency tools, equipment, materials, and training as a means of saving lives and property as the result of a Hazardous Materials release, spill, and/or leak: and

Whereas, the purchase of said tools, equipment, materials, and training is a significant expense for the City of Liberty: and

Whereas, the City of Liberty Fire Department has requested from the City Council of the City of Liberty to effectuate a cost recovery plan that applies to any business/person who accidentally, negligently, of intentionally causes or is responsible for a spill of toxic or hazardous material affecting property within the City of Liberty Fire Department response area shall be liable for payment of all costs incurred by the fire department and any assisting departments and agencies to abate such an event. For purposes of this article, costs incurred by the fire department or other department of the city shall include but shall not be limited to all actual out-of-pocket expenses attributable to the abatement or cleanup of any toxic or hazardous materials, including costs of hourly salaries per hour per employee and/or include additional labor, costs of equipment, materials, supplies, fair replacement costs of equipment that may have been damaged as a direct result of the response to or involvement of the incident, overtime costs and any other incidental costs the city incurs as a result of the incident. The city may include in its fees for hazardous materials operations service a 15 percent administration fee. The authority to recover costs under this section shall not include actual fire suppression or rescue services specifically provided by the fire department and other city departments and that are unrelated to a particular hazardous materials incident.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

LIBERTY, TEXAS,

Section 1.

That the fees charged by the City of Liberty for hazardous materials incident mitigation as established by this Ordinance of the City of Liberty, Texas, shall read as follows, to wit:

HAZARDOUS MATERIAL - means a flammable material, an explosive, a radioactive material, a hazardous waste, a toxic substance, or a related material, including a substance defined as a "hazardous substance", "hazardous material", "toxic substance", "or solid waste" under:

(a) The federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.);
(b) The federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.);

(c) The federal Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.); or

(d) Chapter 361, Health and Safety Code.

HAZARDOUS MATERIALS SERVICE FEES: That the City of Liberty recognizes and supports the right of the City of Liberty Fire Department to bill any business/person who accidentally, negligently, or intentionally causes or is responsible for a spill of toxic or hazardous materials affecting property within the fire department response area for the payment of all costs incurred by the fire department and assisting departments and agencies to abate such an event.

FEE COLLECTION: Fees shall be collected for services provided inside the city as well as outside the city limits of liberty. Fees that are the result of any hazardous materials incident are the responsibility of the property owner or occupant and are due and payable immediately upon receipt of an invoice from the fire department or its authorized agent. The fire department shall utilize applicable incident report information for the assessment and collection of fees.

HAZARDOUS MATERIALS RESPONSE FEE RATE: The following rate schedule shall be utilized to recover cost associated with hazardous material incident response. The fee schedule will start upon determination of such incident is occurring and will end once all units and personnel are placed back into service. All hourly rates will be rounded up to the nearest whole hour. In the event of any damage to equipment or use of supplies while responding to hazardous materials incidents and/or during the mitigation process, the business and/or person(s) will be responsible for the actual cost of replacement. (For example; Personal Protective Equipment, Breathing Apparatus, Foam, Booms, Pads, and any not listed additional equipment that was damaged pertaining to the particular incident)

Chief/Assistant Chief = $50.00/hr
Paid Full Time = $30.00/hr

Volunteer Chief = $25.00/hr Volunteer Firefighters = $20.00/hr Engines = $250.00/hr Mini-Pumper/Booster = $150.00/hr Command 27 = $150.00/hr Chief Vehicle = $75.00/hr

Section 2.

That all fees of such for City of Liberty hazardous materials incident mitigation are hereby established with this Ordinance. Any prior stated rates or fees of such established by any prior Ordinances, parts of Ordinances, and resolutions adopted by the City of Liberty are hereby repealed.

If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 3.

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

Section 4.

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

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, THIS THE 8TH DAY OF MARCH, 2011.

____

Carl Pickett, Mayor

ATTEST:

____

Dianne Tidwell, City Secretary

APPROVED AS TO FORM:

____

City Attorney

The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Proposals

COUNCIL ACTION (ID # 1977)

DOC ID: 1977

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 1978)

DOC ID: 1978

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Expenditures

COUNCIL ACTION (ID # 1979)

DOC ID: 1979

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 1980)

DOC ID: 1980

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The City of Liberty
City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 03/08/11 06:00 PM

Department: Administration
Category: Permits

INFORMATION ITEM (ID # 1981)

DOC ID: 1981

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