



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, April 12, 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 # 2002)

Proclamation - Motorcycle Safety and Awareness Month

- Motorcycle Safety and Awareness Month 2011 (DOC)

B. Information Item (ID # 2003)

Various Project Updates - City Mgr. Gary Broz

C. Information Item (ID # 2004)

Recycling Report - Councilperson Huddleston

D. Information Item (ID # 2006)

Planning and Zoning Commission Appointments

E. Information Item (ID # 2005)

Abated Structures - Neighborhood Services - Robbie Hood

VI. CONSENT AGENDA

All consent items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

A. Minutes Approval

1. Tuesday, March 08, 2011
2. Thursday, March 24, 2011

B. Council Action (ID # 2007)

Consider Designation of the Section 504 Equal Opportunity/Fair Housing Officer.

- EEO-Fair Housing Officer (PDF)

C. Council Action (ID # 2008)

Consider Approval of a Section 504 Grievance Procedure.

- Section 504 Grievance Procedure (DOC)

D. Council Action (ID # 2009)

Consider Approval of the 2011 Charter Review Commission Final Report.

VII. REGULAR AGENDA**A. Regular Session****1. Public Hearing (ID # 1996)**

Public Hearing on the Condemnation of the Structure Located at 3603 Beaumont Ave.

- 3603 Beaumont Info (PDF)

2. Council Action (ID # 1997)

Consider an Order of Abatement for the Structure Located at 3603 Beaumont Avenue.

- Order of Abatement 3603 Beaumont (DOC)

3. Public Hearing (ID # 1998)

Public Hearing on the Condemnation of the Structure Located at 507 Trinity.

- 507 Trinity Info (PDF)

4. Council Action (ID # 1999)

Consider an Order of Abatement for the Structure Located at 507 Trinity Street.

- Order of Abatement 507 Trinity (DOC)

5. Council Action (ID # 2000)

Consider Acceptance of the City Secretary's Certification of Unopposed Candidates. Considerar La Aprobacion De Certificacion De La Secretaria De La Ciudad De Los Candidatos Sin Oposicion.

- Certification of Unopposed Candidates PDF (PDF)

6. Ordinance (ID # 2001)

Consider Adoption of an Ordinance Cancelling the May 14, 2011 General Election and Declaring Unopposed Candidates Elected to Office. Considerar La Adopcion De Una Ordenanza Cancelando Las Elecciones Generales Del 14 De Mayo Del 2011 Y Declarando Los Candidatos Sin Oposicion a Las Elecciones.

7. Resolution (ID # 2010)

Consider a Resolution Adopting a Section 3 Policy.

- Local Opportunity Plan-Section 3 (DOC)

8. Resolution (ID # 2011)

Consider a Resolution Establishing Rules and Regulations Regarding Use of Force During Non-Violent Civil Rights Demonstrations.

9. Council Action (ID # 2012)

Consider Execution of a Contract with Pam Fregia for the Purchase of Real Property Adjacent to the Liberty Municipal Airport.

- Real Estate Contract - Fregia - Airport (PDF)

10. Council Action (ID # 2013)

Consider Award of Bid for a Generator for the Liberty Fire Department.

- FD Generator Tab Sheet (PDF)

11. Council Action (ID # 2014)

Consider a Proposal from Schaumburg and Polk, Inc. for Wastewater Permit Renewal.

- WW Permit Renewal 2011 (PDF)

12. Council Action (ID # 2015)

Consider a Proposal from Schaumburg and Polk Inc. for the Monta Elevated Tank Valve Replacement.

- Monta Elevated Tank Valve Replacement (PDF)

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 8th day of April, 2011 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, City Secretary

NOTICE

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

5.A

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Proclamations

INFORMATION ITEM (ID # 2002)

DOC ID: 2002

P R O C L A M A T I O N

WHEREAS, today’s society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and much more likely to be injured or killed in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and

WHEREAS, the City of Liberty is urging all of our community to become aware of the inherent danger involved in operating a motorcycle and give the operator the respect on the road that they deserve.

NOW, THEREFORE, BE IT KNOWN, that I, Carl Pickett, Mayor of the City of Liberty do hereby proclaim the month of May, 2011 as:

“MOTORCYCLE SAFETY AND AWARENESS MONTH”

in the City of Liberty, encouraging all motor vehicle operators to join in the effort to keep our roadways safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Liberty, Texas to be affixed on this 12th day of April, 2011.

Carl Pickett, Mayor
City of Liberty

ATTEST:

Dianne Tidwell, City Secretary
City of Liberty

Attachment: Motorcycle Safety and Awareness Month 2011 (2002 : Motorcycle Awareness Month)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2003)

DOC ID: 2003



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2004)

DOC ID: 2004



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Board Appointments & Information

INFORMATION ITEM (ID # 2006)

DOC ID: 2006

EXPLANATION:

Appointments to the P & Z will be made at the May City Council Meeting. P & Z is made up of five members, who are qualified voters of the City, appointed to serve three year terms. Those members whose terms expire are Shelli Ellerbe and David Arnold.

Other Commission Members are: Bill Takach
Kim Anderson
Larry Wagnon

Alternates: Paul Damek
Mark Campbell



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.E

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM (ID # 2005)

DOC ID: 2005



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, 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

The Meeting was called to order on March 8, 2011 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:05 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	Present	
Louie Potetz	Councilperson	Present	
Frank Jordan	Councilperson	Absent	

II. INVOCATION

The Invocation was given by Liberty High School Choir Member, Gabby Foramer.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Liberty High School Choir Member, Haley Domain.

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.

Councilperson Simonson reported that due to business commitments, he would not be filing for re-election. Mayor Pickett thanked Councilperson Simonson for his service to the Council and the community.

Mayor Pickett reported the following:

- Annual Liberty Jubilee will be held on Friday and Saturday, March 25 & 26, and
- stated that in the Council packets were copies of the most recently approved minutes of the meetings of the Sam Rayburn Municipal Power Agency and the Liberty Community Development Corporation.

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 1967)

Various Project Updates

COMMENTS - Current Meeting:

City Manager Gary Broz reported that in Council's packet was information, for their review, regarding the status of each the City's current projects.

B. Information Item (ID # 1968)

Recycling Report

COMMENTS - Current Meeting:

Councilperson Huddleston reported that the next "Shred-It" Event for sensitive documents will be held on Saturday, April 16th, from 9 a.m. - Noon at City Hall. Councilperson Huddleston further reported that this service is free to the citizens, that an art show dedicated to recycling will also be held on-site that same day, and stated that another new service provided by Waste Management is the pickup of electronic equipment such as computers, etc.

Councilperson Potetz remarked that he still had a roll-off container at his lumber yard for the disposal of cardboard only, also free to the public.

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:	Dennis Beasley, Councilperson
SECONDER:	Mike McCarty, Mayor Pro-Tem
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson, Potetz
ABSENT:	Frank Jordan

A. Minutes Approval

1. Monday, January 31, 2011
2. Tuesday, February 08, 2011

B. Council Action 2011-24

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

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

This document is an agreement for use of the County's electronic voting equipment for the May 14, 2011 General Election.

ATTACHMENTS:

- Interlocal Agreement-County Election Equipment (PDF)

C. Resolution 2011-3

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

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

VII. REGULAR AGENDA**A. Regular Session****1. Public Hearing (ID # 1963)**

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

COMMENTS - Current Meeting:

At 6:17 p.m., Mayor Pickett opened the Public Hearing on the condemnation of the structure located at 902 Washington Street.

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 6:24 p.m.

ATTACHMENTS:

- Demo 902 Washington Info (PDF)

2. Council Action 2011-25

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

COMMENTS - Current Meeting:

Motion was made to authorize condemnation , by issuance of the Order of Abatement for 902 Washington Street.

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)

ATTACHMENTS:

- Order of Abatement 902 Washington (DOC)

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

3. Public Hearing (ID # 1965)

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

COMMENTS - Current Meeting:

At 6:25 p.m., Mayor Pickett opened the Public Hearing on the condemnation of the structure located at 839 Washington Street.

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 6:30 p.m.

ATTACHMENTS:

- Demo 839 Washington Info (PDF)

4. Council Action 2011-26

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

COMMENTS - Current Meeting:

Motion was made to authorize condemnation, by issuance of the Order of Abatement, for 839 Washington Street.

ATTACHMENTS:

- Order of Abatement 839 Washington (DOC)

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

5. Council Action 2011-27

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

COMMENTS - Current Meeting:

Mr. Broz reported that the proposed agreement is an annual contract for trimming trees away from the City's electrical system. The agreement period is March 9, 2011 thru March 9, 2012.

Motion was made to approve the Agreement with Trees, Inc.

ATTACHMENTS:

- Trees Inc Agreement 2011 (PDF)

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

6. Council Action 2011-28

Consider Appointments to the 2011 Charter Review Commission.

COMMENTS - Current Meeting:

This agenda item was passed on until March 22, 2011.

RESULT:	NO ACTION TAKEN
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7. Council Action 2011-29

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

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on information relative to Utility Summary Billing. Previous discussion of this subject was held at a Work Session on January 31, 2011, in which Management was asked to research costs associated with in-house billing. The process is that the Billing Clerk continues the City's utility billing, then electronically, through secure measures, forward this information to the billing company. The company then prints and mails the bills in a sealed envelop, to include a return envelope for the customer's convenience. Ms. Herrington further reported that the costs were 68 cents per bill, for in-house statement billing, as opposed to 54 cents for TPSI. Management recommended that the City contract with TPSI for statement billing and to discontinue separate delinquent notices.

Motion was made to approve using TPSI for the City's utility billing and discontinue with separate delinquent notices.

RESULT:	APPROVED [5 TO 1]
MOVER:	Diane Huddleston, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, Huddleston, McCarty, Simonson
NAYS:	Louie Potetz
ABSENT:	Frank Jordan

8. Council Action 2011-30

Consider Adopting a City of Liberty Investment Policy.

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Mr. Broz reported that the City's Investment Policy is to be reviewed and updated every two years. Mr. Broz further stated that this policy applies to all the financial assets and funds of the City, provides for quality cash management, and includes for an Investment Committee which will evaluate operational strategies and monitor results.

Motion was made to approve the Investment Policy.

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

9. Council Action 2011-31

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

COMMENTS - Current Meeting:

Mr. Broz reported that this committee is a requirement established in the Investment Policy and consists of the City Manager, Finance Director, and at least one Councilperson. This committee will review the economic outlook, maturity structures, investment purchases and related issues.

Motion was made to appoint Councilperson Huddleston to the Investment Committee.

ATTACHMENTS:

- Investment Policy 2011 (DOC)

RESULT:	APPROVED [5 TO 0]
MOVER:	Mike McCarty, Mayor Pro-Tem
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Beasley, McCarty, Simonson, Potetz
ABSTAIN:	Diane Huddleston
ABSENT:	Frank Jordan

10. Council Action 2011-32

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.

COMMENTS - Current Meeting:

Mr. Broz explained that this is an agreement between the three entities and M-I L.L.C. for lease of property, near the Port, for warehouse storage. All provisions in the lease remain unchanged. Mr. Broz stated that this lease had been approved in previous years, contingent upon correction of an incomplete property description. Mr. Broz reported that, at this time, the property description had yet to be corrected.

Motion was made to approve the lease contingent upon the Port of Liberty assuming responsibility for correcting the property description.

ATTACHMENTS:

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

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

11. Ordinance 2011-5

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

COMMENTS - Current Meeting:

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

"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."

Mr. Broz stated that this ordinance gives the Fire Department the authority to charge for haz-mat cleanup. The fee schedule is cost, per hour, for personnel and vehicles, based on fees promulgated by the Fire Department.

Motion was made to adopt the Ordinance establishing fees for Hazardous Material Incident Mitigation.

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

12. Council Action 2011-33

Consider Award of Bid for Various Mowing Proposals.

COMMENTS - Current Meeting:

This agenda item was passed until further notice.

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)

RESULT: NO ACTION TAKEN

13. Council Action 2011-35

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

COMMENTS - Current Meeting:

Mr. Rick Bourque, Schaumburg & Polk, was present to review with Council bids received for the rehabilitation of the Monta Street Elevated and Ground Storage Tanks. After further discussion regarding the scope of the project, and matters related thereto, a motion was made to award the bid to M.K. Painting, Inc., for \$513,000.

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

14. Council Action 2011-34

Consider Logo/ Logos for the Monta Street Water Tower.

COMMENTS - Current Meeting:

Mr. Broz requested that Council approve the placement of two City of Liberty logos on the Monta Street Elevated Water Tank. After brief discussion, Council directed management to request a change order for the placement of only one logo on the south side of the elevated tank. This change order will reduce the cost of the project from \$513,000 to \$509,000.

Motion was made to approve the placement of one City of Liberty logo on the south side of the Monta Street Elevated Tank.

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

15. Council Action 2011-36

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

COMMENTS - Current Meeting:

Mr. Broz reported that this project is for the second part of the \$8.1 million Water Development Board funds, for work on trunk lines in various locations. Rick Bourque, Schaumburg & Polk, stated that he had received archeological clearance from the Texas Historical Commission, and would like to advertise the project and receive bids after the May 3rd meeting of the Texas Water Development Board. This would provide the TWDB the appropriate time to approve the environmental clearance; which must be done prior to the release of any TWDB funds.

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)

Discussed were lift stations, gravity feed lines, and approximate project cost of \$3.2 - \$3.3 million. Mr. Broz stated that he was requesting approval to let bids and return to Council with bid results for their approval or disapproval on May 24, 2011.

Motion was made to authorize the City Manager to advertise for bids.

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

16. Information Item (ID # 1981)

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

COMMENTS - Current Meeting:

Mr. Broz briefed Council on the possibility of the issuance of a drilling permit, for an oil or gas well, for a location east of Travis Park. Mr. Broz explained that representatives of Choice Exploration had visited him regarding the location, ingress and egress, and other related matters. Mr. Broz stated that he had relayed to the drilling company that the use of Travis or Jefferson Streets was not a possibility. At this time, Choice Exploration is researching other options for access to this possible well site.

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 7:53 p.m.

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

Carl Pickett, Mayor

ATTEST:

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Mar 8, 2011 6:00 PM (Minutes Approval)



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

Thursday, March 24, 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 March 24, 2011 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 6:03 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	Absent	
Frank Jordan	Councilperson	Present	

II. 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. There were no comments from the audience.

Mayor Pickett reported that: 1) the 26th Annual Liberty Jubilee would be held this Friday and Saturday, March 25th & 26th, and 2) welcomed council member elect, Ms. Libby Simonson, who was in the audience.

III. REGULAR AGENDA

A. Executive Session

Meeting Concerning Municipally Owned Utility. Gov. Code §551.086
Consultation With Attorney. Gov. Code §551.071

1. Deliberation with Sam Rayburn Municipal Power Agency representatives regarding electric contract for wholesale power.

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

2. Deliberation regarding the employment, evaluation, reassignment, duties, discipline or dismissal of an employee - Police Dept.

Minutes Acceptance: Minutes of Mar 24, 2011 6:00 PM (Minutes Approval)

At 6:05 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

At 8:37 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

B. Regular Session

1. Council Action 2011-37

Consider Action on the Items as Discussed in the Executive Session.

COMMENTS - Current Meeting:

Motion was made that Council ratify the employee complaint resolution as recommended by the City Manager.

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

2. Resolution 2011-4

Consider a Resolution with the Texas Department of Transportation, Aviation Division, for Cost Sharing of an Update of the Airport Layout Plan.

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 AUTHORIZING COST SHARING WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR UPDATING THE AIRPORT LAYOUT PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATIVE TO THE PLAN."

City Manager Gary Broz reported that the City's 1997 Airport Layout Plan is outdated. This document is used to plan future infrastructure and facilities development that may require State financial assistance. Mr. Broz stated that the City is requesting assistance from TXDOT to update the plan, and the project cost is approximately \$60,000. The City will be responsible for 10% of the cost, approximately \$6,000.

Motion was made to approve the Resolution and authorize the City Manager to execute all documents relative to the plan.

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

3. Resolution 2011-5

Consider a Resolution with the Texas Department of Transportation, Aviation Division, for Cost Sharing of Airport Hangar Development.

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 AUTHORIZING COST SHARING WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR AIRPORT IMPROVEMENTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATIVE TO THESE IMPROVEMENTS."

City Manager Gary Broz reported that the Liberty Community Development Corporation had allocated monies for dirt work associated with the construction of a 10-T hangar facility at the Liberty Municipal Airport, to be constructed with FEMA funds. Mr. Broz stated that in speaking with the Texas Department of Transportation, TXDOT has agreed to participate in cost sharing for this project, providing the dirt work for a project cost of \$550,000, with the City responsible for 10% of the project cost, approximately \$55,000. Along with the LCDC allocated funds, the City will now be able to construct two 10-T hangars at the Airport.

Motion was made to approve the Resolution and authorize the City Manager to execute all documents relative to these improvements.

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

4. Council Action 2011-38

Consider an Appointment to the Community Development Advisory Board.

COMMENTS - Current Meeting:

Councilperson Jordan reported that appointments to the Community Development Advisory Board had been made earlier in the year, however, one of the members is now unable to serve. Councilperson Jordan recommended the appointment of Mr. Howard Brister.

Motion was made to approve the appointment of Howard Brister to the Community Development Advisory Board.

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

5. Council Action 2011-39

Consider Award of Bid for Various Mowing Proposals.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the City had received five proposals for mowing various City properties. After discussion and review of the tabulation sheet, Mr. Broz recommended that Flying "N" be allowed to mow the City properties for a trial period of six months.

Motion was made to authorized the City Manager to engage Flying "N" for a specific amount per location, per mowing, not to exceed a total of \$30,000.

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

6. Council Action 2011-40

Consider Appointments to the 2011 Charter Review Commission.

COMMENTS - Current Meeting:

Motion was made to appoint the following 2009 Charter Review Commission members to the 2011 Charter Review Commission:

Frank Jordan, Jamie Carter, Victor Barranco, Marsha LaFour, and Clarence Martin.

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

IV. PRESENTATIONS / REPORTS

A. Information Item (ID # 1982)

Financial Report - February, 2011

COMMENTS - Current Meeting:

A financial report was not presented at this meeting.

V. COUNCIL MEAL

Council shared an evening meal.

VI. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, the meeting was adjourned at 9:02 p.m.

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

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Mar 24, 2011 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 2007)

DOC ID: 2007



**Designation Form for Section 504
and Equal Opportunity/Fair Housing Officer**



County: Liberty
Address: City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Telephone Number: (936) 336-3684

I, Carl Pickett, Mayor, do hereby appoint Nic Houston,
(Chief Elected Official and Title)

as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for the City of Liberty. The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City of Liberty, as required by the Texas Community Development Block Grant Program. The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed on Exhibit D of the TxCDBG contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer:


(Signature)

Appointed by: _____
(Signature)

Date: _____



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.C

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 2008)

DOC ID: 2008

Section 504 Grievance Procedure

The City of Liberty has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR Subpart A Sec. 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Complaints should be addressed to: **Nic Houston, Public Management, Inc., Project Manager, 207 South Bonham, Cleveland, TX 77327 (281) 592-0439**, who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **[Nic Houston, Public Management, Inc.]**. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **[Nic Houston, Public Management, Inc.]**, and a copy forwarded to the complainant no later than ten (10) working days after its filing

The Section 504 coordinator shall maintain the files and records of the City of Liberty relating to the complaints files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to the City of Liberty.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Liberty complies with Section 504 and HUD regulations.

Passed and adopted by the City Council Meeting Liberty, State of Texas, on the ____ day of _____, 2010.

Mayor Signature:

Attest:



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.D

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Charter Review Comm

COUNCIL ACTION (ID # 2009)

DOC ID: 2009



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Condemnations

PUBLIC HEARING (ID # 1996)

DOC ID: 1996

Date: March 11, 2011

TO: Cheryl Redmand
PO Box 906
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: **3603 Beaumont Ave**
Legal Description: **Improvement Only Building On Melonson Tract, Lot 1**

Attachment: 3603 Beaumont Info (1996 : Ph 3603 Beaumont Ave)

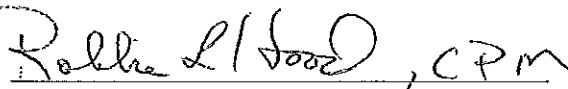
City of Liberty, Liberty County, Texas

You are hereby given notice that a hearing will be held before the Liberty City Council at 6:00 o'clock p.m. on April 12, 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
Neighborhood Services Administrator
City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 1997)

DOC ID: 1997

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 3603 Beaumont Ave of the Town of Liberty with Liberty County Central Appraisal District Property ID # 59349, Improvement Only Building on Lot 1, Melonson Tract 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 12th day of April, 2011.

By: _____
 Carl Pickett,
 Mayor,
 City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Condemnations

PUBLIC HEARING (ID # 1998)

DOC ID: 1998

Date: March 11, 2011

TO: Laurice Jenkins C/ O Helen Mixon
807 Dr Martin Luther King Dr
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: 507 Trinity, Liberty, Texas 77575

Legal Description: Compton, Block A, Lot 4

Attachment: 507 Trinity Info (1998 : PH 507 Trinity)

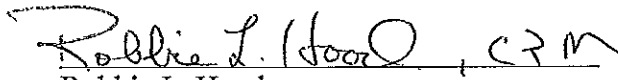
City of Liberty, Liberty County, Texas

You are hereby given notice that a hearing will be held before the Liberty City Council at 6:00 o'clock p.m. on April 12, 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
Neighborhood Services Administrator
City of Liberty

Attachment: 507 Trinity Info (1998 : PH 507 Trinity)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 1999)

DOC ID: 1999

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 507 Trinity of the Town of Liberty with Liberty County Central Appraisal District Property ID # 37301, Compton, Block A, Lot 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 12th day of April, 2011.

By: _____
 Carl Pickett,
 Mayor,
 City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Election Issues

COUNCIL ACTION (ID # 2000)

DOC ID: 2000



CERTIFICATION OF UNOPPOSED CANDIDATES

Certification of Unopposed Candidates
By the City Secretary

I, Dianne Tidwell, certify that I am the City Secretary of the City of Liberty, Texas and the authority responsible for preparing the ballot for the May 14, 2011 General Election. I further certify that no person has made a declaration of write-in candidacy, and there are no propositions to appear on the ballot in said election.

Therefore, pursuant to Section 2.052, Texas Election Code, I hereby certify that the following candidates are unopposed for election to the Liberty City Council.

Dennis Beasley	Council Member
Diane Huddleston	Council Member
Libby Simonson	Council Member

Dianne Tidwell
City Secretary
City of Liberty, Texas

Dated this 12th day of April, 2011.

Attachment: Certification of Unopposed Candidates PDF (2000 : Certification of Unopposed Candidates)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Electric Issues

ORDINANCE (ID # 2001)

DOC ID: 2001 A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, CANCELLING AN ELECTION PREVIOUSLY ORDERED TO BE HELD ON MAY 14, 2011; FOR THE ELECTION OF THREE COUNCILPERSONS; DECLARING UNOPPOSED CANDIDATES IN SAID ELECTION ELECTED TO OFFICE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREOF; 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 general city election was called for May 14, 2011, for the purpose of electing three (3) Councilpersons;

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

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

SECTION 1.

That the following candidates, who are unopposed in the May 14, 2011 General Election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Dennis Beasley Councilperson

Diane Huddleston Councilperson

Libby Simonson

Councilperson

SECTION 2.

The General Election is cancelled, and the City Secretary is directed to cause a copy of this ordinance to be posted on Election Day at each polling place that would have been used in the election.

SECTION 3.

Severability clause. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

SECTION 4.

Effective Date. That this ordinance shall be in full force and effect from and after its passage on the date shown below and it is so ordained.

SECTION 5.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this 12th day of April, 2011.

BY: _____
Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Community Development Block Grant Programs

7.A.7

RESOLUTION (ID # 2010)

DOC ID: 2010

Section 3 Policy Community Development Block Grant (CDBG) Program

A Resolution of the City of Liberty, Texas, to adopt a Section 3 Policy in accordance with 12 U.S.C. 1701u, (Section 3),

WHEREAS, the City's participation in the Community Development Block Grant (CDBG) Program requires that it strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and by contracting with Section 3 residents and businesses within its jurisdictional boundaries in accordance with an adopted Section 3 Policy.

THEREFORE, the City Council hereby resolves to adopt a Section 3 Policy attached hereto and incorporated herein.

Passed and adopted by the City Council of the City of Liberty, Texas, on the 12th day of April, 2011.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Local Opportunity Plan Section 3 Policy

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Liberty agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDRA to the Grant Recipient.
- G. Submit reports as required by HUD or TDRA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Liberty, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Mayor

Title

Date

Attachment: Local Opportunity Plan-Section 3 (2010 : Section 3 Policy)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Community Development Block Grant Programs

RESOLUTION (ID # 2011)

DOC ID: 2011

Excessive Force Resolution

A Resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof, in the City of Liberty, County of Liberty, State of Texas, as follows:

ARTICLE 1

Section 1:

It is the policy of the City of Liberty to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil right demonstrations. The city/county also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE 11

Section 1

It is the policy of the City to enforce this policy to the full extent allowed by law.

ARTICLE 111

Passed and adopted by the City Council of Liberty, State of Texas, on the 12th day of April, 2011.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Property Acquisition

COUNCIL ACTION (ID # 2012)

DOC ID: 2012

Real Estate Sales Contract

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1 for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Buyer: LIBERTY COMMUNITY DEVELOPMENT CORPORATION

Address: 1829 Sam Houston St., Liberty, TX 77575

Phone: (936) 336-3684

Fax: (936) 336-9846

Type of entity: Community Development Corporation

Buyer's Attorney: Fielder & Gunter

Address: 310 Main St.

Phone: (936) 336-4115

Fax: (281) 754-4227

Seller: Pam Fregia

Address: 465 P.R. 171C

Phone:

Type of entity: Individual

Property: Property located at 465 Private Road 171C, Liberty, Texas 77575 also described as being 62.5 acres, P. P. Dever League, Abstract No. 22, and said property being more particularly described in Exhibit A.

Title Company: Tarver Abstract Company

Address: 400 Main Street, Liberty, Texas 77575

Phone: (936) 336-3614

Fax: (936) 336-9632

Underwriter: to be chosen by Title Company

Attachment: Real Estate Contract - Fregia - Airport (2012 : Real Property Purchase - Airport)

Purchase Price

Cash portion: THREE HUNDRED THOUSAND AND NO/100 DOLLARS
(\$300,000.00)

Seller-financed portion (principal amount of note): None

Third-party-financed portion: None

Purchase price of House and ten acres: TWO HUNDRED SEVENTY THOUSAND
AND NO/100 DOLLARS (\$270,000.00)

Purchase price of remaining property: THIRTY THOUSAND AND NO/100
DOLLARS (\$30,000.00)

Total purchase price: THREE HUNDRED THOUSAND AND NO/100 DOLLARS
(\$300,000.00)

Earnest Money: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)

Buyer's Liquidated Damages: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)

Seller's Additional Liquidated Damages: ONE THOUSAND AND NO/100 DOLLARS
(\$1,000.00)

County for Performance: Liberty

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Due upon signature of this contract
2. Delivery of Title Commitment: 30 days after Effective Date
3. Delivery of Survey: 30 days after Effective Date
4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: 40 days after Effective Date
5. Delivery of Title Objections: 40 days after Effective Date
6. Delivery of Seller's records: 40 days after Effective Date
7. Closing Date: 45 days after title objections are cured
8. Closing Time: To be agreed upon by the parties

B. Closing Documents

1. At closing, Seller will deliver the following items:

General Warranty Deed

IRS Nonforeign Person Affidavit

2. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance at Buyer's expense.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title

Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; the Survey by the deadline stated in section A.3.; and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has twenty days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Representations

The parties' representations stated are true and correct as of the Effective Date and must be true and correct on the Closing Date.

H. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty

damage to the Property that occurs after the Effective Date. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs after the effective date and before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). The casualty damage will be deemed to materially affect Buyer's intended use if the estimated amount of the damage exceeds five percent of the Purchase Price. If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

4. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

I. Termination

1. Disposition of Earnest Money after Termination

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

J. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer FORTY-FIVE (45) days after closing.

K. Additional Condition.

1. Transaction Costs

- a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to deliver copies of the instruments described in section A.4; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of obtaining a survey of the property; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be paid by Buyer as of the Closing Date. Seller will pay the ad valorem taxes and all penalties, interest, and attorney fees for the years prior to the calendar year of closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the

Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply: If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer.
- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller shall have the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within ten days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in

writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial

relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. *Waiver of Consumer Rights.* BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.* OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

15. *Mineral Interests.* It is expressly understood and agreed that Seller reserves and excepts from its conveyance, for Seller and Seller's successors and assigns, all oil, gas and other minerals on, in and under all of the land described in this deed which she may own and which may be produced therefrom. Seller waives all surface rights and other rights of ingress and egress in and to the land described in this deed, but Seller reserves the right to (i) explore for and produce oil for and produce said oil, gas, and other minerals by means of directional drilling from surface locations outside the boundaries of the land described in this deed provided that any wells bottomed beneath said land shall be bottomed at least 300 feet below the surface thereof, and (ii) pool or utilize said oil, gas, and other minerals with other lands located outside the boundaries of the land described in this deed. The excepted and reserved interest is subject to any valid, recorded oil, gas, and/or other mineral lease or leases that cover the interest reserved, but includes all delay rentals, royalties, and other rights and payments due or to become due under the terms of such lease or leases to the Lessor, its successors and assigns. On termination of any or all of such leases, the interest of the Lessee shall reverse to Seller or Seller's successors and assigns. Additionally, Buyer has the right as surface holder to determine the location on the property to be used for any testing or production of said oil, gas, and other minerals.

16. *Short Term Lease.* After closing is complete, Seller shall pay Buyer ONE DOLLAR (\$1.00) rent in order to lease back the property for 45 days from the end of closing to allow Seller time to move out of the property.

Liberty Community Development Corporation
Dennis Beasley, President
Date: _____

Buyer

Pam Fregia

Date: _____

Seller

Title Company acknowledges receipt of Earnest Money in the amount of 1,000.00 and a copy of this contract executed by both Buyer and Seller.

TARVER ABSTRACT COMPANY

By: _____

Name:

Title:

Date:

Attachment: Real Estate Contract - Fregia - Airport (2012 : Real Property Purchase - Airport)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.10

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 2013)

DOC ID: 2013

Bid Tabulation
Installation of Generator at Fire Department

Company Name	Total
Wood Co. Electric	\$41,598.99
Cooper Electric	\$41,934.00
New Source Energy Constructors, Inc.	\$39,500.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.11

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Proposals

COUNCIL ACTION (ID # 2014)

DOC ID: 2014

TASK ORDER
2011 Wastewater Discharge Permit Renewal

This is Task Order No. 9
consisting of 3 pages.

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement between the City of Liberty, Texas, Owner, and Schaumburg & Polk, Inc., Engineer, for Professional Services -- Task Order Edition, dated January 1, 2007 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: 2011 Wastewater Discharge Permit Renewal
- B. Description: Complete the renewal wastewater discharge permit as detailed in the services.

2. Services of Engineer

The services are divided into two separate items; Basic and Additional Services.

Basic Services

Provide a complete renewal application for the Owner's Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010108001 associated with the wastewater treatment plant. The sections of permit application to be completed under this scope of services include the following parts from the Texas Commission on Environmental Quality (TCEQ) form 10054; Administrative Report 1.0, Domestic Technical Report 1.0, Domestic Worksheet 2.0, Domestic Worksheet 4.0, and Domestic Worksheet 5.0. The Engineer will coordinate with the Owner's testing laboratory and plant operator to obtain required information. Engineer will coordinate with Owner scope of services required for Worksheet 6.0. The Engineer will provide one original and six copies of the permit for the Owner's use in filing and for the Owner's records. The Engineer will provide for review of information received from TCEQ during the application process.

Additional Services

Domestic Worksheet 6.0 of the permit application provides for reporting of industrial flows. The availability and accuracy of significant industrial and categorical industrial user information is unknown. Completion of this worksheet will require coordination for retrieval of information, which is expected to require a survey of industrial activity. The City does not presently have or is expected to be required to provide an approved pretreatment program. The time to obtain the information and to coordinate gathering of information from possible industrial users cannot be well defined.

Services that may be required due to public hearings, response to public comments or other activities generated from public review.

TASK ORDER
2011 Wastewater Discharge Permit Renewal

3. Owner's Responsibilities

Owner shall have the following responsibilities:

The Owner will arrange, including payment, for sampling and testing required for the permit application. The Owner will be responsible for payment of permit application fees and for advertisement of notices.

4. Times for Rendering Services

The permit conditions require submittal of the permit renewal application by August 1, 2011. The completion of the work by the Engineer will be dependent on the completion of testing by others and obtaining of information from industrial users.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Budget</i>
Basic Services	Lump Sum	\$12,900
Additional Services		
Domestic Worksheet 6.0	Reimbursable Hourly Rate	\$10,000 ⁽¹⁾
Public Hearings	Reimbursable Hourly Rate	As authorized

(1) Budget will depend on existing information and number of Significant Industrial Users defined. Engineer will meet with Owner to discuss coordination and scope of activities for inventory and development of information for industrial users to establish budget and detail scope of services before commencing.

B. The terms of payment are set forth in Article 4 of the Agreement and Exhibit C.

6. Consultants:

None required

7. Other Modifications to Agreement:

None

8. Attachments:

Schaumburg & Polk, Inc. current hourly rate sheet.

9. Documents Incorporated By Reference:

TCEQ forms 10053 and 10054

TASK ORDER
2011 Wastewater Discharge Permit Renewal

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2011.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: Ricky J. Bourque, P.E.

Title: _____

Title: Vice President

Engineer License or Firm's
Certificate No. _____

F-000520

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: Ricky J. Bourque, P.E.

Title: _____

Title: Vice President

Address: _____

Address: 8865 College, Beaumont, Tx 77707

E-Mail
Address: _____

E-Mail
Address: rbourque@spi-eng.com

Phone: _____

Phone: 409-866-0341

Fax: _____

Fax: 409-866-0337

SCHAUMBURG & POLK, INC.
2011 SCHEDULE OF HOURLY RATES and EXPENSES

ENGINEER IX	\$185.00 /HOUR
ENGINEER VIII	\$165.00 /HOUR
ENGINEER VII	\$150.00 /HOUR
ENGINEER VI	\$130.00 /HOUR
ENGINEER V	\$120.00 /HOUR
ENGINEER IV	\$110.00 /HOUR
ENGINEER III	\$95.00 /HOUR
ENGINEER II	\$85.00 /HOUR
ENGINEER I	\$75.00 /HOUR
DESIGN TECHNICIAN IV	\$90.00 /HOUR
DESIGN TECHNICIAN III	\$75.00 /HOUR
DESIGN TECHNICIAN II	\$60.00 /HOUR
DESIGN TECHNICIAN I	\$40.00 /HOUR
REGISTERED SURVEYOR	\$120.00 /HOUR
SURVEYOR III	\$80.00 /HOUR
SURVEYOR II	\$60.00 /HOUR
SURVEYOR I	\$45.00 /HOUR
ADMINISTRATIVE ASSISTANT	\$48.00 /HOUR
CONSTRUCTION REPRESENTATIVE	\$60.00 /HOUR

REIMBURSABLE EXPENSES	
Mileage	\$0.50/MILE
Travel and Meals	Actual Cost x 1.10
Misc. Reimbursable Expenses	Actual Cost x 1.10
Color Plots	\$3.00 per Square Foot

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$165.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: December 27, 2010 (*adjusted annually*)

Analytical Services Quotation

City of Liberty Wastewater Plant
Rick Bourque

Bid Date: 3/22/11
Bid Expires: 6/22/11
Prices Expire: 6/22/11

Matrix	Parameters	Method	#	Unit Price	Extended Price
Water	Specific Conductivity	120.1	1	\$ 15.00	\$ 15.00
Water	pH (Field)	150.1	1	\$ 7.00	\$ 7.00
Water	Metals	200.8	14	\$ 12.00	\$ 168.00
Water	Nitrogen, Ammonia	350.1	1	\$ 20.00	\$ 20.00
Water	Nitrogen, Total Kjeldahl	351.2	1	\$ 35.00	\$ 35.00
Water	Nitrogen, Nitrate + Nitrite	353.2	1	\$ 15.00	\$ 15.00
Water	Nitrogen, Nitrite	353.2	1	\$ 15.00	\$ 15.00
Water	Nitrogen, Nitrate (a)	353.2	1	\$ 15.00	\$ 15.00
Water	Oxygen, Dissolved (Field)	360.1	1	\$ 7.00	\$ 7.00
Water	Phosphorus, Total	365.2	1	\$ 25.00	\$ 25.00
* Water	Carbamates	632	1	\$ 250.00	\$ 250.00
* Water	Organophosphorus Pesticides	1657	1	\$ 215.00	\$ 215.00
Water	Cyanide	EPA 335.4 SW9012	1	\$ 40.00	\$ 40.00
* Water	Phenolics	EPA 420.1	1	\$ 30.00	\$ 30.00
* Water	Hexachlorophene	EPA 604.1	1	\$ 180.00	\$ 180.00
Water	Pesticides	EPA 608 SW846 3510C	1	\$ 125.00	\$ 125.00
Water	Volatiles	EPA 624	1	\$ 100.00	\$ 100.00
Water	Semi-Volatiles	EPA 625	1	\$ 200.00	\$ 200.00
Water	HEM Oil And Grease	EPA1664	1	\$ 40.00	\$ 40.00
Water	Solids, Total Dissolved	SM2540	1	\$ 15.00	\$ 15.00
Water	Solids, Total Suspended	SM2540	1	\$ 15.00	\$ 15.00
Water	Chloride	SM4500	1	\$ 15.00	\$ 15.00
Water	Sulfate	SM4500	1	\$ 15.00	\$ 15.00
Water	Fluoride	SM4500	1	\$ 15.00	\$ 15.00
Water	Cyanide, After Chlorination	SM4500	1	\$ 40.00	\$ 40.00
Water	Total Residual Chlorine (Field)	SM4500	1	\$ 5.00	\$ 5.00
Water	Carbonaceous Bod, 5 Day	SM5210B	1	\$ 30.00	\$ 30.00
Water	E. coli	SM9223	1	\$ 30.00	\$ 30.00
Water	Mercury	SW846 7470	1	\$ 25.00	\$ 25.00
Water	Herbicides	SW846 8151	1	\$ 120.00	\$ 120.00
					\$ 1,827.00
Sampling Fee				\$ 50.00	\$ 50.00
				Total	\$ 1,877.00

* Subcontracted to a NELAC certified laboratory.

Wendy Rambin
Project Manager
Accutest Laboratories, Gulf Coast

Page 1 of 1



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.12

Meeting: 04/12/11 06:00 PM

Department: Administration
Category: Proposals

COUNCIL ACTION (ID # 2015)

DOC ID: 2015

TASK ORDER NO. 10
Monta Elevated Tank Valve Replacement

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between the City of Liberty, Texas, Owner and Schaumburg & Polk, Inc., Engineer, for Professional Services – Task Order Edition, dated January 1, 2007 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Monta Elevated Tank Valve Replacement

B. Description: Prepare plans, specifications and contract documents for the replacement of the below grade valves for the Monta Elevated Tank. The existing altitude control valve is inoperable and is not required.

2. Services of Engineer

A. Basic Services

The Basic Services to be provided, as described in the "Agreement" are as follows;

1. A.1.03 Final Design Phase: Includes on-site visit with Owner's representative to gain access to and confirm size of piping and determine in the field the project approach (valves and pipe to be abandoned, aboveground vs. belowground), general location. The decisions in this field visit will be the basis on which to prepare plans and specifications.

2. A.1.04 Bidding Phase: Will include a pre-bid conference.

3. A.1.05 Construction Phase: Services based on an estimated construction time not to exceed 60 days, which includes time for delivery of supplies. Budget based on a total of five site visits to observe progress and critical elements of construction before work is covered and testing.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

The following is the schedule for completion of tasks.

Site Visit	Within one week after authorization
Plans and Specifications	Within two weeks after site visit
Bid Phase	Immediately upon completion of review and acceptance of plans and specifications
Construction	Estimated not to exceed 60 days

TASK ORDER NO. 10
Monta Elevated Tank Valve Replacement

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Basic Services		
Final Design Phase	Lump Sum	\$7,600
Bid Phase	Lump Sum	\$3,700
Construction Phase	Lump Sum	\$4,400

The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. **Consultants:**

None

7. **Other Modifications to Agreement:**

None

8. **Attachments:**

None

9. **Documents Incorporated By Reference:**

None

TASK ORDER NO. 10

Monta Elevated Tank Valve Replacement

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

ENGINEER:

By: _____

By: Ricky J. Bourque

Name: _____

Name: Ricky J. Bourque

Title: _____

Title: Vice President

Engineer License or Firm's

Certificate No. F-00520State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Ricky J. Bourque P.E.

Title: _____

Title: Vice President

Address: _____

Address: 8865 CollegeBeaumont, Texas 77707

E-Mail Address: _____

E-Mail Address: rbourque@spi-eng.com

Phone: _____

Phone: 409-866-0341

Fax: _____

Fax: 409-866-0337