



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, February 12, 2013

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 Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Frank Jordan	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 2612)

Presentation/Recognition - Former Municipal Court Judge Bobby Rader.

B. Information Item (ID # 2613)

Project Updates - City Mgr. Gary Broz

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, January 08, 2013
2. Tuesday, January 22, 2013

VII. REGULAR AGENDA**A. Regular Session****1. Public Hearing (ID # 2614)**

Public Hearing on the Condemnation of the Structure Located at 2762 Cornell Street.

- PH 2762 Cornell (PDF)

2. Council Action (ID # 2615)

Consider an Order of Abatement for the Structure Located at 2762 Cornell Street.

- Order of Abatement 2762 Cornell (2) (2) (DOC)

3. Public Hearing (ID # 2616)

Public Hearing on the Condemnation of the Structure Located on the West Side of FM 563.

- PH FM 563 West Side (PDF)

4. Council Action (ID # 2617)

Consider an Order of Abatement for the Structure Located on the West Side of FM 563.

- Order of Abatement FM 563 West Side (DOC)

5. Council Action (ID # 2630)

Consider Approval of the Preliminary Plat of the Raven Hill Subdivision, Section 3, and Take Any Action Deemed Necessary.

- Raven Hill Ranch Section 3 (PDF)

6. Ordinance (ID # 2618)

Consider Adoption of an Ordinance Amending the City's Code of Ordinances with the Addition of a New Article Regarding Oil and Gas Pipeline Standards to Include General Requirements, Permits, and Other Related Issues.

7. Resolution (ID # 2619)

Consider Approval of a Resolution Adopting a Community Development Block Grant (CDBG) Program Section 3 Policy.

- Section 3 Policy CDBG Program (DOCX)

8. Council Action (ID # 2620)

Consider Declaring Miscellaneous City Equipment as Surplus Property, and Take Any Action Deemed Necessary.

9. Ordinance (ID # 2621)

Consider Adoption of an Ordinance Ordering a General Election to be Held in the City of Liberty on Saturday, May 11, 2013; and Authorizing a Joint Election Agreement and Election Services Contract by and Between the City of Liberty, Liberty Independent School District, Liberty County

Hospital District No. 1, and the Liberty County Clerk. Considere Una Posibilidad De Aprobación a La Ordenanza Que Manda a Una Elección General Que Tendrá Lugar En La Ciudad De Liberty, El Día 11 De Mayo Del 2013; Que Autoriza Un Acuerdo De Elecciones Conjuntas Y Un Contrato De Los Servicios De Elección Por Y Entre La Ciudad De Liberty, El Distrito Escolar Independiente De Liberty, El Hospital Del Distrito N ° 1 De La Ciudad De Liberty, Y La Secretario Del Condado De Liberty.

- 2013 Election Agrmnt Final (DOCX)

10. Council Action (ID # 2622)

Consider Approval of a Deposit, in the Amount of \$565,000, to the Fixed Asset Replacement Fund, with Funds Received from the Sam Rayburn Municipal Power Agency.

11. Council Action (ID # 2623)

Consider Expenditures from the Fixed Asset Replacement Fund, and Take Any Action Deemed Necessary.

12. Council Action (ID # 2624)

Consider Expenditures from the Remaining 2010 Certificate of Obligation Funds, and Take Any Action Deemed Necessary.

13. Council Action (ID # 2625)

Consider Approval of a Fire Protection Services Agreement with Liberty County, and Take Any Action Deemed Necessary.

- Fire Protection Svs 2013 (PDF)

14. Council Action (ID # 2626)

Consider Approval of an Interlocal Agreement with Liberty County Precinct 1 for Specific Projects, and Take Any Action Deemed Necessary.

- Interlocal Agreement Projects (PDF)

15. Council Action (ID # 2627)

Consider the Sale of Property Located at the Port of Liberty, and Take Any Action Deemed Necessary.

16. Council Action (ID # 2628)

Discussion, and Possible Action, on a Request from First Liberty National Bank Regarding the Liberty Bell.

17. Resolution (ID # 2629)

Consider a Resolution Authorizing the City Manager to Enter into an Agreement with the Texas Department of Transportation for the Temporary Closure of Main Street During the 2013 Liberty Jubilee.

- TxDOT Temporary Rd. Closure Agreement 2013 (DOC)

VIII. ADJOURNMENT

A. Motion To: Adjourn

CERTIFICATE

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 February, 2013 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, City Secretary

NOTICE

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2013.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM (ID # 2612)

DOC ID: 2612



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2613)

DOC ID: 2613



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, January 8, 2013

6:00 PM

City Council Chambers

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Councilperson	Present	
Dennis Beasley	Councilperson	Present	
Frank Jordan	Councilperson	Present	
Louie Potetz	Councilperson	Present	6:03 PM
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Randy Gunter	City Attorney	Present	

II. INVOCATION

The Invocation was given by Coach Joe Roberts, Church of Jesus Christ of Latter Day Saints, Liberty.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was given by Drew Dugger, Boy Scouts of America, Liberty.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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 the filing period for the May 11, 2013 General Election is January 30 - March 1; also stating that those council members whose terms expire are Councilpersons Beasley, Huddleston, and Simonson.

Mayor Pickett further reported that the Annual Rotary Club Fish Fry is the main fundraiser for this organization and will take place on Friday, January 25th. Mayor Pickett explained that the Club promotes humanitarian service and goodwill throughout the world and they would appreciate everyone's support.

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS**A. Information Item (ID # 2583)**

Various Project Updates - City Manager - G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on numerous current city projects as follows:

- 1) continuing to work on remaining right-of-way acquisition for the street extension project,
- 2) bids will be let for the new Police Department facility at the end of February or first of March,
- 3) Phase 3, Texas Water Development Board Project will begin soon ,
- 4) the 2011-2012 Audit will be presented on January 22nd, by Swaim, Brents & Associates,
- 5) Liberty will host a Texas Municipal League Program, the "Tony Koriath Supervisor Academy" to be attended by City personnel and representatives from other entities,
- 6) the City has taken delivery of the new fire truck,
- 7) Mr. Sweeper continuing to sweep the streets, and
- 8) discussion of other numerous projects.

B. Information Item (ID # 2584)

Laurie Lomas, Trinity River Wildlife Refuge - Wildlife Trails

COMMENTS - Current Meeting:

Laurie Lomas, U.S. Parks & Wildlife Biologist addressed Council regarding a project entitled "From Crosswalks to Boardwalks". Ms. Lomas explained that the purpose of the project is to connect citizens with nature, encourage outdoor recreation, and promote wildlife refuge awareness. After a power point presentation of the project, that included cleaning trails and building boardwalks, Ms. Lomas requested financial assistance and/or assistance with materials to complete the project. Additional discussion was held regarding birding trails, bicycle trails, and other related issues.

C. Information Item (ID # 2585)

November 2012 Financial Report - Finance Director N. Herrington

COMMENTS - Current Meeting:

Finance Director Naomi Herrington briefed the Council on the City's finances as of November 30, 2012. Ms. Herrington reported on the various funds and the status of each. Ms. Herrington also stated that sales tax revenues were on target with budgeted amounts, with cash in the bank being \$784,514. Further discussion was held regarding recycling and shred-it events, which are budgeted items in the garbage fund.

D. Information Item (ID # 2586)

Charter Review Commission

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported that appointments to the Charter Review Commission are to be made in January of each odd-numbered year, with these appointments to be made at

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 PM (Minutes Approval)

the January 22nd meeting. Brief discussion was held regarding the 2011 Charter Review Commission members and other individuals that may be interested in serving.

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, December 11, 2012
2. Tuesday, December 18, 2012

B. Resolution 2013-1

Consider a Resolution Authorizing Signators on State of Texas Contractual Documents and State of Texas Documents Requesting Funds, Relative to the CDBG 712191 (Layl Sewer Project), Disaster Recovery Project 13-195-000-7334 (Police Station), and CDBG 712054 (Planning Project), and Take Any Action Deemed Necessary.

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2013-1

Consider Request by Drew Dugger to Conduct an Eagle Scout Project in the City by Placing Signage Warning of the Danger of Swimming in the Trinity River, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Drew Dugger, Life Scout, addressed Council proposing an Eagle Scout Project to place signs acknowledging the dangers of swimming in the Trinity River, due to its strong currents. Mr. Dugger reported that he proposes to place signs at the Port of Liberty, both sides of the bridge on Hwy. 90, the west side of the bridge on Hwy. 105, and both sides of the bridge on County Road 787. Signs will be 4 feet high and 3 feet wide, mounted on galvanized square tube frames. The signs will be 3 feet off the ground, anchored in 2 feet of quikrete, and be in both the English and Spanish language. These signs will be large enough to attract attention and are legible from 100 feet.

Mr. Dugger continued by describing the exact location of each sign and other activities related to this project such as picking up trash and clearing trees. Mr. Dugger stated that the signs should last for approximately ten years, and if approved the project would take place in early April.

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 PM (Minutes Approval)

Motion was made to approve the project as presented.

ATTACHMENTS:

- Dugger Request for Agenda (PDF)

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

2. Public Hearing (ID # 2589)

Public Hearing on the Condemnation of the Structure Located at 1917 Jefferson Drive.

COMMENTS - Current Meeting:

At 7:05 p.m., Mayor Pickett opened the Public Hearing on the condemnation of the structure located at 1917 Jefferson Drive. Robbie Hood, Code Enforcement Officer, reported that this structure had been brought before Council in October, 2012 and the property owners given 90 days to repair or possibly sell the property, as requested. After review of the Power Point presentation regarding the condition of this structure, City Attorney Randy Gunter directed questions to Code Enforcement Officer Robbie Hood regarding the structure being identified as a hazard/nuisance and being in a state of dilapidated/substandard condition. Mr. Hood reviewed the assessed value of the structure, the tax status, and through further questioning from the attorney, confirmed that the structure was a fire hazard and inadequately maintained. Mr. Hood further reported that the structure is not in compliance with the City's Code, is a hazard to the health and/or safety of the general public, and is in the same condition as previously reported in October, 2012. Mr. Gunter also confirmed with Mr. Hood that the City had inspected the County real property records, and other applicable records, and assured that all parties involved had been re-noticed of the condemnation process. Mr. Hood recommended that the property owner be given 60 days to comply with the order of demolition, and if no action is taken in the allotted time period, that the City move forward with demolition proceedings. After further discussion of the structure in question, Mayor Pickett closed the Public Hearing at 7:11 p.m.

ATTACHMENTS:

- PH 1917 Jefferson Dr (PDF)

3. Council Action 2013-2

Consider an Order of Abatement for the Structure Located at 1917 Jefferson Drive, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Motion was made to approve the Order of Abatement, as recommended, for the structure located at 1917 Jefferson Drive, allowing the property owner a 60-day period to comply with the order, with the Council finding that this structure presents a public nuisance, and at such time that the demolition is not completed within the allotted time period, the City will move forward with demolition proceedings.

ATTACHMENTS:

- Order of Abatement 1917 Jefferson Dr (PDF)

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 PM (Minutes Approval)

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

4. Public Hearing (ID # 2591)

Public Hearing on the Condemnation of the Structure Located at 409 Kentucky Street.

COMMENTS - Current Meeting:

At 7:12 p.m., Mayor Pickett opened the Public Hearing on the condemnation of the structure located at 409 Kentucky Street. After review of the Power Point presentation regarding the condition of this structure, City Attorney Randy Gunter directed questions to Code Enforcement Officer Robbie Hood regarding the structure being identified as a hazard/nuisance and being in a state of dilapidated/substandard condition. Mr. Hood reviewed the assessed value of the structure, the tax status, and through further questioning from the attorney, confirmed that the structure was a fire hazard and inadequately maintained. Mr. Hood further reported that the structure is not in compliance with the City's Code, is a hazard to the health and/or safety of the general public having no power for several years, vegetation growing inside the house, rotten boards, open doors, and numerous complaints from the neighbors. Mr. Gunter also confirmed with Mr. Hood that the City had inspected the County real property records, and other applicable records, and assured that all parties involved had been properly noticed of the condemnation process. However, Mr. Hood stated that he had received no response from any of the notifications. Mr. Hood and Mr. Gunter recommended that the property owner be given 30 days to comply with the order of demolition, and if no action is taken in the allotted time period, that the City move forward with demolition proceedings. After further discussion of the structure in question, Mayor Pickett closed the Public Hearing at 7:19 p.m.

ATTACHMENTS:

- PH 409 Kentucky (PDF)

5. Council Action 2013-3

Consider an Order of Abatement for the Structure Located at 409 Kentucky Street, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Motion was made to approve the Order of Abatement, as recommended, for the structure located at 409 Kentucky Street, allowing the property owner a 30-day period to comply with the order, with the Council finding that this structure presents a public nuisance, and at such time that the demolition is not completed within the allotted time period, the City will move forward with demolition proceedings.

ATTACHMENTS:

- Order of Abatement 409 Kentucky (PDF)

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

6. Ordinance (ID # 2593)

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 PM (Minutes Approval)

Consider Adoption of an Ordinance Amending the City's Code of Ordinances with the Addition of a New Article Regarding Oil and Gas Pipeline Standards to Include General Requirements, Permits, and Other Related Issues, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AMENDING THE CITY OF LIBERTY CODE OF ORDINANCES BY SPECIFICALLY ADDING ARTICLE 4.10, ENTITLED "OIL AND GAS PIPELINE STANDARDS; PROVIDING FOR DEFINITIONS; PROVIDING FOR GENERAL REQUIREMENTS AND MINIMUM DESIGN STANDARDS; PROVIDING FOR NEW PERMITS; PROVIDING FOR PUBLIC EDUCATION; PROVIDING FOR PIPELINE INFORMATION REPORTING REQUIREMENTS; PROVIDING FOR PIPELINE MARKERS; PROVIDING FOR THE ONE CALL SYSTEM; PROVIDING FOR INACTIVE AND IDLED PIPELINES; PROVIDING FOR EMERGENCY RESPONSE PLANS AND EMERGENCY INCIDENT REPORTING; PROVIDING FOR PIPELINE REPAIRS AND MAINTENANCE; PROVIDING FOR STREET AND RIGHT-OF-WAY USE; PROVIDING A REQUIREMENT FOR BOND AND INSURANCE; PROVIDING FOR TERMINATION OF THE PERMIT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

City Manager Gary Broz reported that the City's Code of Ordinances does not contain any reference to oil and gas pipelines and related issues. After lengthy discussion, Council consensus was to review this document further and place this item on a future Council agenda for possible action. No formal action was taken.

RESULT: NO ACTION TAKEN

7. Council Action 2013-4

Consider Award of Proposal for Engineering Services for the Community Development Block Grant Contract 712191, Layl Sewer Project, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Mr. Broz reported that this Community Development Block Grant is for engineering services for the Layl Sewer Project. Request for Proposals were advertised, with the City receiving four responses. Discussed was the Engineer Evaluation Summary, having been based on a point system. The chosen firm will provide the design and bid process for this project, and will be on-call as needed. After further discussion of the summary, the various engineering firms and points received, a motion was made to authorize management to engage O'Malley Engineers, LLP, Brenham, Texas as the selected firm, based on the City's budgetary requirements.

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

8. Council Action 2013-5

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 PM (Minutes Approval)

Consider a Joint Election with Various Entities and Contract with Liberty County for Conduct of the May 11, 2013 Election, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz and City Secretary Dianne Tidwell discussed with Council the possibility of contracting with the Liberty County Clerk for the conduct of a joint election between the City of Liberty and the Liberty Independent School District. Discussed was a proposal from the County regarding costs, various duties, and other election related issues. Council directed management to move forward with the required process to contract with the Liberty County Clerk's Office for the conduct of the May 11, 2013 General Election.

RESULT: NO ACTION TAKEN

B. Executive Session

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

1. Consider resolution of personnel appeal.

Consultation with Attorney. Gov. Code §551.071

2. Litigation Update.
3. Humphreys Cultural Center Update.

At 7:46 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:22 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2013-6

Consider and Take Action, If Any, on the Items as Discussed in the Executive Session.

COMMENTS - Current Meeting:

Motion was made to resolve the issues, as discussed in the Executive Session, and authorize the City Manager to execute necessary documents.

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

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:22 p.m.

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 PM (Minutes Approval)

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 8, 2013 7:00 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

Tuesday, January 22, 2013

6:00 PM

City Council Chambers

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Councilperson	Present	
Dennis Beasley	Councilperson	Present	
Frank Jordan	Councilperson	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Randy Gunter	City Attorney	Present	

II. INVOCATION

This agenda item was passed on.

III. PLEDGE OF ALLEGIANCE

This agenda item was passed on.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

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 on the following items:

- 1) Fire Department Awards Banquet will be held on Saturday, January 26,
- 2) The filing date for the May 11, 2013 General Election is January 30 - March 1,
- 3) Rotary Club Annual Fish Fry will be held on Friday, January 25, and
- 4) the monthly Coffee with the Mayor will be held on Thursday, January 24.

City Manager Gary Broz reported that the "Share the Road" signs regarding motorcycle safety are now in place.

Minutes Acceptance: Minutes of Jan 22, 2013 7:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 2604)

Financial Report - Dec 2012 - Finance Director N. Herrington

COMMENTS - Current Meeting:

This agenda item was passed on.

VI. REGULAR AGENDA

A. Regular Session

1. Council Action 2013-7

Consider Acceptance of the Annual Audit Report for Fiscal Year 2011-2012, as Presented by Swaim, Brents and Associates.

COMMENTS - Current Meeting:

Ms. LeAnn Brents, Swaim, Brents & Associates presented the Audit Report for Fiscal Year 2011-2012. Ms. Brents reported that the audit is prepared on a full accrual basis and is subject to government auditing standards due to the receipt of federal funds. Ms. Brent further stated that the City was also subject to Single Audit Act requirements due to expenditures made from federal grant funds, an even higher level audit. After review of the City's twenty eight various funds, review of numerous sections of the Audit Report, and discussion of related issues, Ms. Brents stated that the auditor's opinion reflects that the financial statements present fairly, in all material respects, the financial position of the City. Ms. Brents continued explaining that internal controls are thoroughly tested along with cash receipts, payroll, reconciliations, utility billing, inventory observation, and other City procedures. Ms. Brents stated that there is no management letter.

Motion was made to accept the Audit Report for Fiscal Year 2011-2012.

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

2. Council Action 2013-8

Consider a Request by Liberty Masonic Lodge No. 48 to Set a Dedication Stone and Conduct a Cornerstone Leveling Ceremony at the New Police Department Facility to be Located on Lakeland Drive, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Mr. W. Mike Spears, Liberty Masonic Lodge addressed Council making a formal request to allow Liberty Masonic Lodge No. 48 to conduct a Cornerstone Leveling Ceremony of the new Police Department building to be located on Lakeland Drive. Mr. Spears explained that Masons have been conducting these ceremonies for centuries and consist of setting a polished stone, which is normally the last act in the building, which has carved upon it the owner, purpose of the structure, date of the building's erection, and the Grand Lodge information. Mr. Spears also stated that room for a "time capsule" type deposit can be planned. Mr. Spears reported that if the request is approved, these cornerstones are leveled by the Grand Lodge of Texas and with

proper planning the Grand Master of Masons in Texas will perform the ceremony with the local lodge being the host.

Motion was made to approve the Cornerstone Leveling Ceremony of the new Police Department building.

ATTACHMENTS:

- Spears Request (PDF)
- Spears-Cornerstone Overview (PDF)

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

3. Ordinance 2013-1

Consider Adoption of an Ordinance Authorizing Participation, with Other Entergy Service Areas Cities, in Matters Concerning Entergy Texas at the Public Utility Commission and the Federal Energy Regulatory Commission in 2013.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the proposed Ordinance authorizes participation with a number of other Entergy service area cities in addressing issues that may come before the Public Utility Commission and the Federal Energy Regulatory Commission in 2013.

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND THE FEDERAL ENERGY REGULATORY COMMISSION IN 2013; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS."

After brief discussion, a motion was made to adopt the Ordinance as presented.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Diane Huddleston, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Potetz, Simonson, Arnold
NAYS:	Frank Jordan

4. Council Action 2013-9

Consider Award of Bid for Police Software Conversion, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Mr. Broz reported that the proposal before the Council is for new software for the Police Department. Mr. Broz further explained that the cost of \$19,950 is to convert the department's former software files to the Incode System used by the City in various departments.

Motion was made to approve the proposal from Incode, in the amount of \$19,950.

ATTACHMENTS:

- Police Software Conversion (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

5. Council Action 2013-10

Consider Appointments to the 2013 Charter Review Commission, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported to Council that appointments to the Charter Review Commission are made in January of each odd-numbered year. Four of the five 2011 Commission Members have agreed to serve again: Councilperson Jordan, Jamie Carter, Victor Barranco, and Marsha LaFour. Councilperson Jordan submitted Glenda Callaway as a proposed member. With no other names suggested, a motion was made to appoint the following individuals to the 2013 Charter Review Commission: Councilperson Jordan, Jamie Carter, Victor Barranco, Marsha LaFour, and Glenda Calloway.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Louie Potetz, Councilperson
SECONDER:	Diane Huddleston, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

VII. WORK SESSION**1. Work Session (ID # 2611)**

Discussion of Fixed Assets and Facility Needs with the City's Financial Advisor Bob Henderson.

COMMENTS - Current Meeting:

Mr. Broz, along with the City's Financial Advisor Bob Henderson discussed, with Council, a fixed asset replacement plan, current projects, a needs list from the various departments, status of the City's fleet, funds received from Sam Rayburn Municipal Power Agency (SRMPA), and monies remaining from the issuance of the 2010 Certificates of Obligation. Discussion ensued regarding proposed projects as follows:

- 1) Fire Station rehab,
- 2) new Park restrooms,
- 3) City Hall patch and paint,

- 4) recycling,
- 5) bike paths,
- 6) bell tower,
- 7) making the Park entrance bicycle friendly with curb and gutter, and
- 8) other proposed projects.

Councilperson Jordan departed the meeting at 8:00 p.m.

Additional lengthy discussion included depositing SRMPA funds to establish a Fixed Asset Fund, and examination of the electric and water & sewer funds to possibly augment this fund; equipment replacement v. leasing, being able to pay cash for equipment needs, not having to conduct unexpected small borrowings, restricted funds, fund balances, placing restrictions on the expenditures to be made from the 2010 CO's, with the remaining amount of \$415,000.

These issues will be discussed further, at a later date.

VIII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:18 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 22, 2013 7:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Condemnations

PUBLIC HEARING (ID # 2614)

DOC ID: 2614

Date: January 12, 2013

TO: Joseph Johnson
2762 Cornell St
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: 2762 Cornell
Legal Description: Davidge, Block E-1, Lot 16

Attachment: PH 2762 Cornell (2614 : PH 2762 Cornell)

City of Liberty, Liberty County, Texas

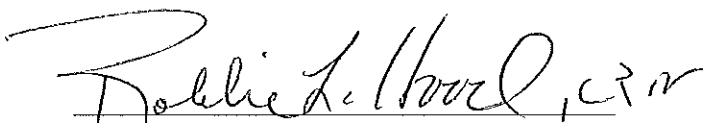
You are hereby given notice that a hearing will be held before the Liberty City Council at 6:00 o'clock p.m. on February 12, 2013, at the Liberty City Hall, 1829 Sam Houston Street, Liberty, Texas 77575 to determine if the building complies with the standards set out in Chapter 6 of the Liberty Code 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.

Proof and scope of work will be required to be presented at hearing if work cannot be completed within 30 days. Furthermore, IF an extension is granted by City Council, specific time schedules for the commencement and performance of the work shall be required.

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

Sincerely,



Robbie L. Hood, CPM
Neighborhood Services Administrator
City of Liberty

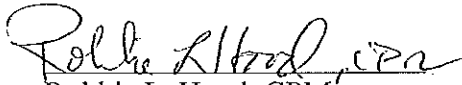
Attachment: PH 2762 Cornell (2614 : PH 2762 Cornell)

Conditions Rendering Building/Structure Hazardous and/or Dangerous

Owners Name: Joseph Johnson
 Mailing Address: 2762 Cornell; Liberty, Texas 77575
 Property Description: Davidge, Block E-1, Lot 16
 Street Address: 2762 Cornell , Liberty, Texas 77575

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

1. Infestation of insects, vermin and rodents.
2. Deteriorated and inadequate foundations.
3. Defective and deteriorated flooring and floor supports.
4. Members of walls, partitions and other vertical supports have split, lead, list and/or buckled due to defect and deterioration.
5. Members of ceilings, roofs, ceiling and roof supports and other horizontal members have sagged, split and/or buckled due to defect and deterioration.
6. Serious fire hazard.
7. Hazardous and unsanitary premises with an accumulation of junk, debris and garbage which constitutes a fire, health and safety hazard.
8. The building structure or portion thereof as a result of decay, deterioration or dilapidation's has or is likely to fully or partially collapse.
9. The building structure or portion thereof is in such a condition that it constitutes a public nuisance.


 Robbie L. Hood, CPM
 Neighborhood Services Adm.

1-12-13

Date

Attachment: PH 2762 Cornell (2614 : PH 2762 Cornell)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 2615)

DOC ID: 2615

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 located at 2762 Cornell of the Town of Liberty with Liberty County Central Appraisal District Property ID # 45921 in the City of Liberty is reported to be or believed to be substandard under the terms of Chapter 3 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 3 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

finds that this property is a public nuisance, and 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 February, 2013.

By: _____
 Carl Pickett,
 Mayor,
 City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Condemnations

PUBLIC HEARING (ID # 2616)

DOC ID: 2616

Date: January 12, 2013

TO: Frank Edwards
1351 Wallisville Rd
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: Fm 563 West Side
Legal Description: Mobile Home on Tr 136 A-117 MG White

Attachment: PH FM 563 West Side (2616 : PH FM 563-West Side)

City of Liberty, Liberty County, Texas

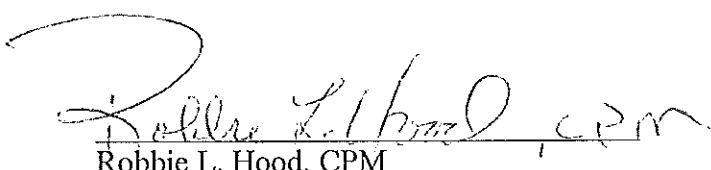
You are hereby given notice that a hearing will be held before the Liberty City Council at 6:00 o'clock p.m. on February 12, 2013, at the Liberty City Hall, 1829 Sam Houston Street, Liberty, Texas 77575 to determine if the building complies with the standards set out in Chapter 6 of the Liberty Code 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.

Proof and scope of work will be required to be presented at hearing if work cannot be completed within 30 days. Furthermore, IF an extension is granted by City Council, specific time schedules for the commencement and performance of the work shall be required.

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

Sincerely,



Robbie L. Hood, CPM
Neighborhood Services Administrator
City of Liberty

Attachment: PH FM 563 West Side (2616 : PH FM 563-West Side)

Conditions Rendering Building/Structure Hazardous and/or Dangerous

Owners Name: Frank Edwards
 Mailing Address: 1351 Wallisville Rd; Liberty, Texas 77575
 Property Description: Mobile Home on Tr 136 A-117 MG White
 Street Address: FM 563 West Side, Liberty, Texas 77575

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

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

20.

Robbie L. Hood, CPM

Robbie L. Hood, CPM
Neighborhood Services Adm.

1-12-13

Date

Attachment: PH FM 563 West Side (2616 : PH FM 563-West Side)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Condemnations

COUNCIL ACTION (ID # 2617)

DOC ID: 2617

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 located at FM 563 West Side of the Town of Liberty with Liberty County Central Appraisal District Property ID # 20647 in the City of Liberty is reported to be or believed to be substandard under the terms of Chapter 3 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 3 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

finds that this property is a public nuisance, and 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 February, 2013.

By: _____
Carl Pickett,
Mayor,
City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Plats

COUNCIL ACTION (ID # 2630)

DOC ID: 2630

EXPLANATION:

H&H Professional Land Services presented a preliminary plat of the proposed Raven Hill Ranch Subdivision, Section 3, for review. Property owner, Jean Murph, is subdividing a twenty acre tract that is a portion of the original 251 acres of residue, for future development.

The circled area on the attached plat was the only portion of the plat that was changed to conform to the Subdivision Ordinance, concerning proper road frontage. The plat was previously drawn in a way that would land lock the property north of proposed Lot 4. Since then, the surveyor added the small dashed rectangular portion for additional access.

The plat was viewed by the Planning and Zoning Commission on February 6, 2013, and passed unanimously.

CITY OF LIBERTY
PLANNING COMMISSION'S
CERTIFICATION

RE: Preliminary Plat of the Raven Hill Ranch Subdivision, Section 3
Subdivision Name

On the 6th day of February, 2013, the Planning Commission of the City of Liberty, Texas, timely met at a regularly scheduled meeting; notice of said meeting was duly posted; and consideration of the plat of the above-named proposed subdivision was placed on the agenda of such meeting.

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

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

hereby recommends the City Council take the following action:

 conditionally approve the above named plat.

 disapprove the above-named plat for the following reasons:

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

SIGNED this the 6 day of February, 2013.
Lawrence W. Wagner
Chairperson
Planning Committee

ATTEST:
[Signature]
Planning Committee

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

RE: **Preliminary Plat of the Raven Hill Ranch Subdivision,**
Section 3

Subdivision Name

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

_____ No recommendations as to modifications, additions or alterations.

-or-

✓ _____ The following recommendations, modifications, additions or alterations:

The highlighted area is drawn to depict an extension of the 60' Street ROW. Developer Jean Murph and the Owner of Lot 4 will need to give a Combined 30' x 40' of the center line of the proposed street, by way of documented ingress and egress to be filed with the County Clerk. This ROW is to satisfy all parties that creating the subdivision, the 20 acres north of lot 4 belonging to John Butler will not be landlocked. However, Mr. Butler will need to document ingress and egress of the 30' x 40' extension on the north side of the center line with the County Clerk in order to obtain permits in the future.

SIGNED this the 14th day of January, 2013.

Candice Notschman

Administrator/City Inspector, Planning Director

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

RE: Preliminary Plat of Raven Hill Ranch, Section 3

- Am A. Preliminary Conference with: H + H Professional Land Services
- Am B. Date conference held: January 14, 2013
- Am C. Plat Filing: Preliminary
Date filed: January 14, 2013
Fee Amount Paid: \$ To be billed
- D. Plat Checklist (initial and date or ditto for approval)
- Am 1. Proposed name of the subdivision, which shall not have the same spelling or be pronounced similar to the name of any other subdivision currently located within the City or within the extraterritorial jurisdiction of the City.
- Am 2. Names and land use of contiguous subdivisions, and the owners of contiguous parcels of unsubdivided land, and a statement with appropriate references as to whether or not contiguous properties are platted and how they are used.
- Am 3. Description, by metes and bounds, of the subdivision boundaries.
- Am 4. Primary control point locations shown. Descriptions and ties to such control points from which all dimensions, angles, bearings, block numbers, and similar data are referenced and shown.
- Am 5. Subdivision boundary lines indicated by heavy lines; the acreage of the subdivision shown.
- Am 6. Existing conditions as follows:
Am (1) The exact location, dimensions, name and description of all existing and/or recorded streets, alleys, reservations, easements, or other

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

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

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

Am (4) Flood hazard areas and explanatory notes.

Am 7. The exact location, dimensions, description, and name of all proposed streets, street grades and cross sections, alleys, drainage structures, parks, other public area, reservation, easements or other rights-of-way, blocks, lots and other sites within the subdivision.

Am 8. Date of preparation; actual and graphic scale of plat; and north arrow.

9. Draft of proposed restrictive covenants (if any) to be imposed; areas subject to special restrictions described and mapped.

Am 10. A number or letter to identify each lot or site on each block.

11. Building setback lines on fronts of all lots and sites. Side yard building setbacks lines at street intersections and crosswalk ways.

Am 12. Topographic information shall include contour lines on a basis of: Five (5) vertical feet in terrain with a slope of two (2) percent or more; on (1) vertical foot in terrain with a slope of less than one (1) percent.

Am 13. Proposed fill or other structure-elevating techniques, levees, channel modifications, and other methods to overcome flood or erosions related hazards.

Am 14. Designation of all land to be reserved or dedicated for open space or recreational use.

Am 15. Vicinity sketch or map, at some appropriate scale, which clearly shows existing subdivisions, street easements, right-of-way, parks and public facilities

Same as
Section 1
and Section 2
of Raven
Hill

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

Am 16. Soil information.

Am

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

F. Approval of City Staff

1. The Engineering Department:

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

2. The Building Inspector:

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

3. Fire Marshall:

- Am a. Fire code regulations and requirements.

4. Electric Power Department:

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

G. Comments:

See Recommendation attached

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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Drilling Issues

ORDINANCE (ID # 2618)

DOC ID: 2618

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS AMENDING THE CITY OF LIBERTY CODE OF ORDINANCES BY SPECIFICALLY ADDING ARTICLE 4.10, ENTITLED "OIL AND GAS PIPELINE STANDARDS; PROVIDING FOR DEFINITIONS; PROVIDING FOR GENERAL REQUIREMENTS AND MINIMUM DESIGN STANDARDS; PROVIDING FOR NEW PERMITS; PROVIDING FOR PUBLIC EDUCATION; PROVIDING FOR PIPELINE INFORMATION REPORTING REQUIREMENTS; PROVIDING FOR PIPELINE MARKERS; PROVIDING FOR THE ONE CALL SYSTEM; PROVIDING FOR INACTIVE AND IDLED PIPELINES; PROVIDING FOR EMERGENCY RESPONSE PLANS AND EMERGENCY INCIDENT REPORTING; PROVIDING FOR PIPELINE REPAIRS AND MAINTENANCE; PROVIDING FOR STREET AND RIGHT-OF-WAY USE; PROVIDING A REQUIREMENT FOR BOND AND INSURANCE; PROVIDING FOR TERMINATION OF THE PERMIT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City of Liberty is a duly organized political subdivision of the State of Texas engaged in the provision of municipal government and related services for the benefit of the citizens of the City of Liberty; and

WHEREAS, the City of Liberty finds it necessary to create oil and gas pipeline standards to protect the health, safety and general welfare of the public; and

WHEREAS, the City of Liberty does further find and determine that providing new standards related to oil and gas pipelines, by adoption of this Ordinance, is in the best interests of the public health, safety and general welfare of the City.

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

Section 1

The following provisions are adopted as Article 4.10 of the City of Liberty Code of Ordinances:

“ARTICLE 4.10 OIL AND GAS PIPELINE STANDARDS

Division 1. Adoption; Penalty

Section 4.10.001 Adoption

The oil and gas pipeline standards as set forth below are hereby adopted by the City Council of the City of Liberty as the oil and gas pipeline standards for the City.

Section 4.10.002 Penalty

Any person, firm or corporation violating any of the provisions of this Article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, a sum in accordance with the general penalty provision set forth in the Code of Ordinances for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 4.10.003 Definitions

The following words and terms, when used in the Article, shall have the following meanings, unless the context clearly indicates otherwise.

Applicant means any person applying to the City for a permit and/or certificate for an oil or gas pipeline permit.

Building includes, but is not limited to, all related site work and placement of construction materials on the site.

Building Official means the officer or other designated authority charged with the administration and enforcement of this article, or the building official's duly authorized representative.

City means the City of Liberty, Texas

Commercial Facility means any structure used for providing, distributing and selling goods or services in commerce including but not limited to hotels, restaurants, bars, rental operations, and rental properties.

Construction means causing or carrying out any building, bulk heading, filling, clearing, excavation, or substantial improvement to land or the size of any structure.

Dedication includes but is not limited to a permanent easement or a fee simple acquisition of land for a specific purpose.

Development Review Committee (“DRC”) means a committee composed of the City Manager, Fire Official, Police Chief, City Engineer, and Building Official. The Development Review Committee is charged with the responsibility of meeting with

applicants who are submitting applications or petitions for zoning, platting and other development or land use-related applications prior to the scheduling of a public hearing or City Council consideration of an application. Development review committee meetings are for the purpose of disclosing to an applicant(s) the technical issues pertaining to their respective application(s) and to direct the applicant to address technical deficiencies prior to a public hearing or City Council consideration.

Excavation includes, but is not limited to, scraping or grading a site.

Exempt Pipeline means a pipeline associated with exploration for, production and gathering of oil and gas, provided that the pipeline is located no farther than two (2) miles from the well being served.

FEMA means the United States Federal Emergency Management Agency, the federal agency that administers the National Flood Insurance Program and publishes the official flood insurance rate maps.

Filling includes, but is not limited to, disposal of excavated materials.

Habitable Structures means structures suitable for human habitation or occupation, including, but not limited to, single or multifamily residences, hotels, condominium buildings, buildings for commercial purposes and enclosed spaces in which individuals congregate for education, worship, amusement or similar purposes, or in which occupants are engaged at labor, and which is equipped with means of egress, light, and ventilation facilities. Each building for a condominium regime is considered a separate habitable structure, but if a building is divided into apartments, then the entire building, not the individual apartments, is considered a single habitable structure. Additionally, a habitable structure includes porches, gazebos, and other attached improvements.

Hazardous Liquid, shall mean petroleum or any petroleum product, and any substance or material which is in a liquid state, when transported by pipeline facilities and which has been determined by the United States Secretary of Transportation to pose an unreasonable risk of life or property when transported by pipeline facilities. The term shall be enlarged to include liquefied natural gas and anhydrous ammonia should such materials at any time be introduced into any pipeline subject to this Article. It shall also include carbon dioxide, defined at 49 CFR 192.2 as a fluid consisting of more than ninety percent (90%) carbon dioxide molecules compressed to a supercritical state.

Idled Pipeline means a pipeline that has been inactive for at least two (2) years even though there may be no specific plans to reactivate the pipeline.

Inactive Pipeline means a pipeline that has temporarily been taken out of service for a period of at least six (6) months for hazardous materials or hazardous liquids and one (1) year for natural gas with the exception that the pipeline may be reactivated within two (2) years even though there may be no specific plans to reactivate the pipeline.

Jurisdiction of the City of Liberty (or "City") shall mean the area within the corporate

boundaries of the City and its extraterritorial jurisdiction, as that term is defined in the Texas Local Government Code, to promote and protect the general health, safety and welfare of persons residing in the area adjacent to municipalities.

New Pipelines shall mean pipelines constructed after the effective date of this Article but shall not include (a) the replacement or repair of any existing pipeline; (b) the realignment of a portion of an existing pipeline to a position that is not greater than fifty (50) feet from its original position; or (c) surface appurtenances added to existing pipelines.

Nonexempt Pipelines shall mean pipelines other than those subject to state and federal regulations.

Owner or Operator shall mean any person owning, operating or responsible for operating an oil or gas pipeline for the purpose of transporting oil, gas, or other gasses, or liquids related to the production of oil, gas or other hydrocarbons.

Permittee shall mean any person authorized to act under permit or a certificate issued by the City.

Person shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, the United States government, a state, a municipality, commission, political subdivision or any international or interstate body or any other governmental entity.

Pipeline shall mean all parts of those physical facilities through which gas, hazardous liquids or chemicals move in transportation, including, but not limited to, pipe, valves and other appurtenance attached to pipe, compressor units, metering stations, pumping units, regulator stations, delivery stations, terminals, holders and fabricated assemblies and breakout tanks whether or not laid in public or private easements or public or private rights-of-way within the City or its extraterritorial jurisdiction.

Pipeline Emergency means a pipeline incident in which any of the following has occurred or is occurring:

- (1) Fire or explosion not initiated by the owner/operator as part of its operations (in accordance with accepted safety practices)
- (2) Release of gas, hazardous liquid or chemical that could adversely impact the environment or health of individuals, livestock and/or domestic animals, and wildlife, within the City or its extraterritorial jurisdiction.
- (3) Death of any person or individual directly attributable to the operations of the pipeline.
- (4) Bodily harm of any person that results in loss of consciousness, the need to assist a person from the scene of the incident or the necessity of medical treatment in excess of

first aid.

(5) Damage to private or public property not owned by the pipeline owner or operator in excess of five thousand dollars (\$5,000.00) in combined values.

(6) The rerouting of traffic or the evacuation of buildings.

Practicable In determining what is practicable, the City Council shall consider the effectiveness, scientific feasibility and commercial availability of the technology or technique. The City Council may also consider the cost of the technology or technique.

Production and Gathering Facilities means the equipment used to recover and move oil or gas from a well to a main pipeline, or other point of delivery such as a tank battery, and to place such oil or gas into a marketable condition. These facilities include, but are not limited to, pipelines used as gathering lines, pumps and tank batteries.

Street means the entire width between the boundary lines of the street right-of-way that is open to the use of the public for purposes of vehicular travel.

Street Right-of Way means that land dedicated by easement or by fee simple, or qualifies as a prescriptive easement, or prescriptive right-of-way, for the use and construction of a street or roadway.

Structure means, without limitation, any building, or combination of related components constructed on an ordered scheme that constitutes a work or improvement constructed on or affixed to land, included but not limited to partially enclosed structures, enclosed tanks, etc.

Unregulated Pipeline means those pipelines within the City or its extraterritorial jurisdiction that enjoy exemptions under federal and state rules that include such lines from construction standards, safety standards or reporting requirements of either or both federal and state governments.

Division 2. Standards

Section 4.10.004 General Requirements and Minimum Design Standards

(a) An oil and gas pipeline permit is required as follows:

(1) It shall be unlawful for any person, acting for himself or as an agent, employee, independent contractor or servant of any other person, to commence to construct, install, operate or reconstruct a pipeline or any section of a pipeline or to operate any pipeline or to assist in the construction, installation, operation or reconstruction of a pipeline if a lawful oil and gas pipeline permit has not been obtained.

(2) Any applications to construct, lay, rework, wrap or otherwise lower or replace existing pipelines or install monitoring or recovery wells shall be submitted to the City in

a form prescribed by the City.

(3) Each application for an oil and gas pipeline permit shall be accompanied by ten (10) sets of plans showing the dimensions and locations of the pipelines and related items or facilities within the subject right-of-way or easement, as well as all proposed lift stations, pumps or other service structures related to such pipeline and the locations, type and size of all existing utilities, drainage, right-of-way and roadway improvements.

(4) Within ten (10) days after the day of filing of said application and plans, the City shall send notice to the applicant as to whether the application will be accepted for processing and the total charge due. If the application is rejected, reasons for rejection of the application shall be provided in writing.

(b) No pipeline for transportation of gas, oil or hydrocarbons from wells to be drilled shall be constructed or laid except on rights-of-ways or easements owned by the owners or operators of wells or third party pipeline companies, or upon designated drilling tracts and upon rights-of-way or easements necessary to connect future well sites to present lines.

(c) In order to enable the holder of each permit to move gas, oil, water or other products to and from the location of a well, the holder of each permit shall apply to the City for an easement on, over, under, along, or across the City Streets, sidewalks, alleys and other City property for the purpose of constructing, laying, maintaining, operating, repairing, replacing and removing pipelines so long as production or operations may be continued under any permit issued pursuant to this Article; provided, however, such permittee shall:

(1) Not interfere with or damage existing water, sewer or gas lines or the facilities of public utilities located on, under or across the course of such right-of-way;

(2) Furnish to the City Secretary a plat showing the location of such pipelines for the transport of gas, oil or hydrocarbons. Said plat shall conform to the City's standards for oil and gas well development plats.

(3) Construct such lines or cause same to be constructed out of new pipe.

(4) Grade, level and restore such property to the same surface condition, as nearly practicable, as existed before operations were first commenced.

(d) Pipeline trenches shall be backfilled and pipelines shall be constructed so as to maintain a minimum depth of thirty-six inches (36") below the finished grade except in public rights-of-way, where minimum cover to the top of the pipe shall be at least forty-eight inches (48") below the bottom of any adjacent roadside ditch. Public roads shall not be crossed by open cut.

(e) In all cases in which residential lots in a proposed subdivision are crossed or come by or come within one hundred feet (100') of any existing oil or gas pipeline or pipeline

easement, the subdivider shall, prior to and as a condition of the City approval of the subdivision, execute the following waiver and hold harmless agreement, which shall be duly acknowledged in the manner provided by law, and which shall thereafter be recorded in the appropriate deed or other permanent county records:

“(Subdivider Name), by and through its duly undersigned and authorized officer, does hereby state that it fully realizes that it is applying for a permit from the City of Liberty to build within one hundred feet (100’) of an existing oil or gas pipeline or pipeline easement, and that the City of Liberty considers building near such pipeline or pipeline easement to have certain inherent dangers, including, but not limited to, explosion and release of noxious, toxic and flammable substances. For the aforementioned reasons, (Subdivider Name) does hereby RELEASE and agrees to forever HOLD HARMLESS the City of Liberty, Texas, its officers, officials, employees, successors and assigns from all liability in any way arising from the building, use or habitation of structure described in the said permit.”

(f) In all cases in which residential lots in a proposed subdivision are crossed or come by or come within one hundred feet (100’) of an existing oil or gas pipeline or pipeline easement, the subdivider shall provide a note on the face of the preliminary plat and final plat stating that the subdivision is crossed or is located within one hundred feet (100’) of an existing oil or gas pipeline.

(g) Construction, repair and/or maintenance of all pipelines, gathering lines, and production lines shall meet or exceed the minimum criteria established by the statutory or regulatory requirements of the state and federal governments for oil and gas pipelines.

(h) Transmission pipelines, gathering lines and production lines within the City limits or extraterritorial jurisdiction shall be constructed in accordance with the Ordinances and shall be designed and constructed to the latest standards mandated by the United States Department of Transportation (DOT) and Texas Railroad Commission for pipelines operating within a Class 3 location in accordance with 49 CFR 192.111.

(i) Pipelines subject to this Article shall be constructed with an automated pressure monitoring system that detects leaks and shuts off any line or any section of that line that develops a leak. In lieu of such system, the pipeline operator may have 24 hour pressure monitoring of the pipeline system which provides monitoring of the pipeline within the City limits and extraterritorial jurisdiction. Any monitoring system(s) shall be keyed to or required to notify the City’s emergency response providers in order to provide them with immediate notice of any leak.

(j) Construction of the pipeline must commence within six (6) months of approval by the City or otherwise the permit expires. A one-year extension of time may be granted if existing conditions are the same. Once construction has commenced, the permit shall continue (i) until the pipeline covered by the permit is completed and the site restored, or (ii) one year has elapsed since the approval date of the permit by the City Council, whichever occurs first.

Section 4.10.005 New Pipeline Permit Application

(a) At least forty-five (45) days prior to the scheduled commencement of the construction of a new pipeline the owner or operator shall submit an application and pay a fee, as established by the adopted fee schedule, for an oil and gas pipeline permit to the City pursuant to its intention to construct the pipeline and shall submit the following information in the application for a permit:

(1) The name, business address and telephone numbers of the pipeline owner or operator.

(2) The names, titles and telephone numbers of the following:

(A) The person submitting the application and petition for the pipeline construction;

(B) The person designated as the principal contact for the Submittal;

(C) The person designated as the twenty-four hour emergency contact; and

(D) The person or firm that will operate the pipeline.

(3) The origin point and the destination of the segment of the pipeline to be constructed.

(4) A text description of the general location of the planned pipeline.

(5) A description of the substance to be transported through the pipeline.

(6) A copy of the substance material safety data sheet (MSDS).

(7) The maximum allowable operating pressure on the pipeline, along with the Specified Minimum Yield Strength (SMYS) of the pipe, its pressure class, and design calculations in accordance with 49 CFR 192.105, assuming a Class 3 or better location.

(8) The normal operating pressure range of the pipeline, not to exceed the maximum allowable operating pressure as designated above.

(9) Engineering plans, drawings and/or maps with summarized specifications showing the horizontal pipeline location, pipeline covering depths, and location of shutoff valves (the location of shutoff valves must be known in order for emergency responders to clear area for access valves.) To the extent that information can be obtained, drawings shall show the location of other pipelines and utilities that will be crossed or paralleled within five (5) feet of the proposed pipeline.

(10) A description of the consideration given to matters of public safety and the avoidance, as far as practicable, of existing inhabited structures and congregated areas.

- (11) Detailed cross section drawings for all public street right-of-way and easement crossings.
- (12) Methods to be used to prevent both internal and external corrosion.
- (13) A binder or certificates of all bonds and insurance as required under this Article.

Section 4.10.006 Permit Approval

(a) The applicant shall submit an application as described in Section 4.10.005 and in accordance with a submittal schedule as provided by the City. Any application that is submitted that is determined to be administratively incomplete shall be returned to the applicant within ten (10) business days of the submittal date along with a letter documenting the deficiencies of the application, if any. The following is an example of a typical permit process:

- (1) Application submitted to the City.
- (2) Within ten (10) business days the applicant will be notified of his/her appointment with the Development Review Committee (DRC) or rejection of the application for administrative incompleteness.
- (3) DRC meets with the applicant to review the application.
- (4) Public review period.
- (5) DRC meets with the applicant to review public comments (if applicable).
- (6) Applicant mails notices to property owners.
- (7) Public Hearing is held before the City Council and the permit is considered for approval.
- (8) Bonds and Insurance are submitted to the City by the applicant.
- (9) Permit is issued.
- (10) Pre-construction meeting is held at City and construction may begin thereafter.
- (11) As-built plans are submitted to the City after completion of construction.

(b) The City's Development review Committee (DRC) and pipeline owner or operator shall review the application and associated plans and documents for completeness and make technical comments. At that time, the DRC shall make comments relating to conditions or requirements of the City's right-of-way use ordinance and any proposed use of public property. The City may appoint one or more consultations to provide technical expertise in the construction, maintenance or operation of any pipeline.

(c) The City shall give notice that the information referenced in Section 4.10.005(a) is available to the public for comment and review. Notice to the public shall be made in the City's official newspaper or a daily newspaper of general circulation in the City, at the applicant's cost. Such notice shall be provided in the public notice section of a least two (2) issues and include the following information:

- (1) General description of the planned pipeline including, but not limited to, the proposed materials or product to be conveyed through the pipeline;
- (2) Proposed pipeline construction;
- (3) Type of material to be used for the pipeline;
- (4) Pipeline owner;
- (5) Pipeline operator;
- (6) General location of the pipeline(s);
- (7) The City's address to which written comments may be submitted; and
- (8) Scheduled location and time for the public hearings.

(d) Prior to the tenth (10th) day before the hearing date specified in subsection (c), above, the pipeline owner or operator shall provide written notice to each owner, as indicated on the most recently approved municipal tax roll, of real property within five hundred feet (500') of the centerline of the proposed pipeline site. The notice may be served by its deposit in the United States mail with notices being properly addressed and with postage paid. Said notice shall contain the same information specified in subsection (c), above. Copies of the notices must be submitted to the City prior to the first public hearing. The applicant is encouraged to send a draft notice to the City for review prior to mailing.

(e) The public may review the proposed pipeline information made available pursuant to subsection (c) for a period of ten (10) business days following the publication of the first public notice and submit written, signed comments within such period of the City. Copies will be provided to the pipeline owner or operator by the City as soon as practicable for review.

(f) Following the public review period the pipeline owner or operator shall have a second meeting with the City's Development Review Committee to review any public comments. Such meeting will not be required if no public comments are received and there are no substantive technical issues with regard to the application. The permit then shall be scheduled for public hearing before the City Council for approval or denial. In the event that all applicable federal, state, county, and local laws, standards, ordinances and regulations are met and any safety issues have been adequately resolved to the

satisfaction of the City Council, the City Council shall approve an oil and gas pipeline permit. If there are substantive, non-resolvable technical issues concerning matters that do not fall within the exclusive jurisdiction of the United States Department of Transportation, other applicable federal regulatory agency, or the Texas Railroad Commission, an administrative hearing shall be held as soon as practicable, as provided in subsection (g), below.

(g) An administrative hearing shall be conducted to seek resolution of any substantive, non-resolvable technical issues. The hearing, at which anyone with an interest or concern may offer comments, shall be conducted before the Pipeline Review Committee, which shall consist of the City Engineer, City Attorney and three (3) appointed technical experts recognized as competent. The costs associated with the technical consultants shall be borne by the applicant. A quorum of at least three (3) members must be present to conduct a hearing with at least one (1) of the members present at the hearing having emergency management expertise. The public hearing process before the City Council as specified in subsection (f), above, shall re-commence within thirty (30) calendar days of the date of such Administrative hearing. No additional public notice is required prior to any such public hearing except that mandated by the Texas Open Meetings Act, as amended.

(h) From time to time the City may need to obtain an independent study or analysis of an application or petition to construct a new pipeline. The City, upon approval by the City Council after recommendation by the Pipeline Review Committee, shall engage duly qualified independent consultant(s) or contractor(s) to conduct such special studies or analyses as required to fully evaluate and act upon an application for a new pipeline. Cost for said consultant or contractor shall be billed directly to the applicant for all direct expenses incurred by the City relative thereto. Failure to timely remit payment to the City shall result in the denial of an application.

(i) The pipeline owner or operator shall give notice forty-eight (48) hours prior to the commencement of pipeline construction to all residents and business establishments that are located within five hundred feet (500') of the proposed centerline of the pipeline.

(j) Upon completion of pipeline construction the pipeline owner or operator shall provide the City with as-built or record drawings of the pipelines within one hundred twenty (120) calendar days. Accuracy of the as-built or record drawings shall meet a survey level of one foot (1') to fifty thousand feet (50,000'). The drawings shall also be supplied in a DXF digital file format with the location tied to one (1) nearby GPS (global positioning system) City monument. If the new pipeline length exceeds one thousand feet (1,000') within the City or its extraterritorial jurisdiction, the pipeline shall be tied to at least two (2) GPS City monuments.

(k) Any change of service of a pipeline not previously addressed by this Article to gas, hazardous liquid or chemical service must be reviewed in accordance with the new pipeline review procedure outlined herein, as if it were new pipeline construction.

Section 4.10.007 Public Education

In keeping with the National Gas Pipeline Safety Act of 1968 and 49 CFR 192.614, “Damage Prevention Program,” 49 CFR 192.615, “Emergency Plans,” the Hazardous Liquids Safety Act of 1979, and 49 CFR 195.408, “Communications,” 49 CFR 195.440, “Public Awareness,” and the Community Right-to-Know Act, 40 CFR Parts 350-374:

(1) Each pipeline owner or operator shall maintain a public education program that is communicated to residents and business establishments within one thousand feet (1,000’) of the centerline of a pipeline.

(2) Pipeline information communicated per subsection (1) shall contain the following subjects:

- (A) Pipeline location;
- (B) Material transported within the pipeline;
- (C) Pipeline makers;
- (D) How to recognize a pipeline;
- (E) How to report a pipeline emergency;
- (F) Contact information regarding underground utility locations;
- (G) Additional requirements for excavations near a home or business; and
- (H) Response needs during a pipeline emergency, including instructions for sheltering in the event of an emergency.

(3) Public education information shall be communicated at least annually in both English and Spanish.

Section 4.10.008 Pipeline Information Reporting Requirements

(a) Each pipeline owner or operator shall provide to the City Secretary, the Fire Department, and the City’s law enforcement provider the names, mailing addresses and telephone numbers of at least two (2) primary persons, officers or contacts available on a twenty-four-hour basis and at least two (2) alternative persons, officers or contacts to be reached in the event that the primary contacts are unavailable who:

- (1) Can initiate appropriate actions to respond to an emergency;
- (2) Have access to information on the location of the closest shutoff valve to any specific point in the City or its jurisdiction; and
- (3) Can furnish the common name of the material then being carried by the pipeline.

Any change in the above information must be provided to the City by contacting the City Secretary prior to such change.

(b) Every owner or operator of a pipeline subject to this Article shall be required to present to the City a safety report and file with the City an annual verified safety report in letter form on or before June 30 of each year to cover a reporting period of June 1 through May 31. Said written safety report shall contain the following information and said information shall be presented to the City Council by every owner or operator of a pipeline subject to this Article:

(1) A statement that the pipeline has no outstanding safety violations as determined in an inspection or audit by either the Texas Railroad Commission and/or the U.S. Department of Transportation with regard to any pipeline operating within the City or its extraterritorial jurisdiction. Alternatively, if there are any safety violations as determined by the Texas Railroad Commission and/or the U.S. Department of Transportation that have not been corrected, these shall be described to the City with an action plan to correct the safety violations. Said action plan shall include a timeline for corrective action and the individual or firm responsible for each action.

(2) Evidence that the pipeline owner or operator had current liability insurance covering each respective pipeline in the minimum amount of five million dollars (\$5,000,000.00) or has a self-insured signed program, verified by an independent certified public accountant, which program and verification will be reviewed and judged to determine equivalency by the City. Insurance carriers must be licensed to conduct business in the state and possess at least an "A" rating by the A.M. Best Company.

(3) A statement that the pipeline information specified in subsection (a) is correct. Alternatively, in the event that the required information on file with the City is no longer correct, updated or corrected information shall be submitted within five (5) calendar days of the change and the updated information shall be submitted with the annual safety report.

(4) Owners or operators of any unregulated pipeline who have no reporting responsibility to the Texas Railroad Commission or the U.S. Department of Transportation and who may otherwise operate outside the safety regulations of either of these agencies shall additionally provide the following pertaining to the preceding reporting period of June 1 through May 31:

(A) Copies of internal reports of responses to pipeline emergencies, as pipeline emergency is defined in this Article;

(B) Current operations and maintenance logs; and

(C) Current emergency action plan.

(5) A log of all the maintenance and monitoring activities conducted on all lines

subject to this Article for the reporting period shall be made available upon request by the City.

(6) The designated owner or operator shall submit the annual safety report with respect to all pipelines subject to the ordinances of the City of Liberty, Texas. The safety report and verification shall be executed by an officer or a person who is authorized to sign such safety report letter and make verification. The prescribed form of verification on the safety report letter shall read:

Verification

I, NAME, TITLE, of OWNER/OPERATOR, am authorized to make and have made the foregoing annual safety report letter to the City for oil and gas pipelines. Any attachments made to this letter are true and correct copies of originals and the information provided in this letter is true and correct to the best of my knowledge and is information based on the standard of inquiry and investigation as would be made by a reasonably prudent owner or operator within the City of Liberty or within the City's jurisdiction.

Signature of Officer or Person Authorized to Sign Letter

STATE OF TEXAS §
COUNTY OF LIBERTY §

The foregoing annual safety report letter was sworn to and subscribed before me by (signatory of letter) on this ____ day of _____, 20____.

Notary Public for the State of Texas

Printed Name:_____

My Commission Expires:_____

(7) An annual fee in the amount of one hundred dollars (\$100.00) for administrative costs shall be remitted by each owner or operator for each pipeline on or before June 30 of each year with the annual safety report letter as required herein.

(8) A copy of all initial or follow-up reports provided to the U.S. Department of

Transportation or the Texas Railroad Commission on unsafe pipeline conditions, pipeline emergencies or pipeline incidents within the City's jurisdiction must be filed concurrently with the City. In addition, any initial or follow-up reports filed with state and federal environmental regulatory agencies pertaining to pipeline releases within the City's jurisdiction that threaten to impact the environment, public health or safety must be filed concurrently with the City.

(9) Upon written request, the pipeline owner or operator shall make available to the City during normal business hours and at the pipeline owner or operator's local office, other documents for review that are required for submittal to or to be maintained on file for the U.S. Department of Transportation and the Texas Railroad Commission such as:

(A) Operations and maintenance;

(B) Employee training;

(C) Annual inspection;

(D) Repair records;

(E) Operating records; and

(F) Insurance.

In case of unregulated pipelines, the City may request any such additional information that the City deems may be necessary to the best interests of the City and to be necessary to protect the public health, safety and welfare.

Section 4.10.009 Pipeline Markers

(a) In accordance with the U.S. Department of Regulation and the Texas Railroad Commission requirements, pipeline owners or operators shall place and maintain permanent line markers as close as practical over the pipeline(s) at each crossing of a public street, utility easement or railroad. Marker(s) shall also be maintained along each pipeline that is located above ground in an area accessible to the public. The markers shall be of permanent type construction and contain labeling identifying the:

(1) Pipeline owner or operator;

(2) Twenty-four-hour contact telephone number; and

(3) A general description of the product transported in the pipeline; i.e., natural gas, oil, petroleum.

(b) No person shall tamper with, deface, damage or remove any pipeline marker, except the pipeline owner or operator.

- (c) Upon specific reasonable request of the owner of a residential property, the pipeline owner or operator shall install temporary pipeline markers or flagging to reduce the possibility of pipeline damage or interference, in accordance with this Article.

Section 4.10.010 One Call System

(a) The owner or operator of any pipeline that transports gas, oil, liquids or hydrocarbons that is located in the City's jurisdiction shall be a member in good standing with the One Call system or other approved excavation monitoring system as required by state law. The owner or operator of any pipeline that transports gas, oil, liquids or hydrocarbons subject to this section shall contract for service with the selected underground utility coordinating system for a minimum of five (5) years unless there is an agreement to change to an alternate system between the City and the pipeline owners or operators. Said services shall be maintained without interruption for the life of the oil and gas pipeline permit. The selected underground utility coordinating system may be different than the one used by the City for other underground utility services.

(b) Prior to beginning any excavation, trenching or digging using powered equipment or hand tools that may damage a pipeline, any person in the City's jurisdiction shall be required to contact the One Call System and any other appropriate underground utility coordinating systems and determine if there are any pipelines or public utilities in the vicinity of the proposed activities.

(c) If physical contact is made with a pipeline during any excavation, trenching or digging, the pipeline company must be notified by the person or agency making the physical contact with the pipeline for any necessary pipeline inspection or repair.

Section 4.10.011 Inactive and Idled Pipelines

(a) Inactive pipelines

(1) All reporting records specified in Section 4.10.008 shall be maintained and kept current on inactive pipelines.

(2) Inactive pipelines shall be purged of gas, hazardous liquids and chemicals, and physically isolated if such action does not adversely affect the pipeline owner or operators rights-of-way easement and does not prevent the pipeline owner or operator from maintaining the physical integrity of the pipeline. These pipelines shall be maintained to prevent deterioration.

(3) The means used to physically isolate, if such action is taken, the inactive pipeline shall be included in the information retained on file with the City for reporting as specified in Section 4.10.008.

(b) Idled Pipelines

(1) An entry shall be made to the required reporting records as required in Section

4.10.008 that the pipeline has been idled.

(2) Idled pipelines shall be purged, disconnected from all sources or supplies of gas, hazardous liquids and chemicals, and capped or sealed at the ends.

(3) Reactivation of idled pipelines shall require notification of the City pursuant to the standards and requirements specified in Section 4.10.008. Reactivation shall require pressure testing for integrity and compliance with Texas Railroad Commission and/or United States Department of Transportation regulations.

Section 4.10.012 Emergency Response Plans and Emergency Incident Reporting

(a) Each pipeline owner or operator shall maintain written procedures to minimize the hazards resulting from an emergency. These procedures shall at a minimum provide for:

(1) Prompt and effective response to emergencies:

(A) Leaks or releases that can impact public health, safety or welfare;

(B) Fire or explosions at or in the vicinity of a pipeline or pipeline easement; or

(C) Natural disasters;

(2) Effective means to notify and communicate required and pertinent information to local fire, police, and public officials during an emergency;

(3) The availability of personnel, equipment, tools and materials as necessary at the scene of an emergency;

(4) Measures to be taken to reduce public exposure to injury and probability of accidental death or dismemberment;

(5) Emergency shut down and pressure reduction of a pipeline;

(6) The safe restoration of service following an emergency or incident;

(7) A follow-up incident investigation to determine the cause of the incident and require the implementation of corrective measures.

(b) Each pipeline owner or operator shall meet annually with representatives of the City to review emergency response plans. These reviews shall be in accord with U.S. Department of Transportation and Texas Railroad Commission requirements and the owner or operator will:

(1) Furnish or update a copy of the emergency response plan described in subsection (a);

- (2) Review the responsibilities of each governmental organization in response to an emergency or incident;
- (3) Review the capabilities of the pipeline owner or operator to respond to an emergency or incident;
- (4) Identify the types of emergencies or incidents that will result in or require contacting the City; and
- (5) Plan mutual activities that the City and the pipeline owner or operator can engage in to minimize risks associated with pipeline operation.

At this meeting, the City shall provide the pipeline owner or operator with a list of additional contacts that shall be made in the event of a pipeline emergency or incident. The City will inform the pipeline owner or operator of the emergency response groups that will be contacted through 911.

(c) Upon discovery of a pipeline emergency or incident, the following communications are to be initiated by the affected pipeline owners or operators:

- (1) A general description of the emergency or incident;
 - (2) The location of the emergency or incident;
 - (3) The name and telephone number of the person reporting the emergency or incident;
 - (4) The name of the pipeline owner or operator;
 - (5) Whether or not any hazardous material is involved and identification of the hazardous material so involved; and
 - (6) Any other information as requested by the emergency dispatcher or other such official at the time of reporting the emergency or incident.
- (d) The pipeline owner or operator shall contact any other emergency response groups that are necessary that may not be activated through the county 911 system.
- (e) Notwithstanding any provision in this Article, each pipeline, containing natural gas which contains hydrogen sulfide in concentrations of more than one hundred (100) parts per million, shall be constructed with an audible alarm system that will provide an alarm to the general public in the event of a leak from any pipeline, gathering or flow line subject to this Article. Said audible alarm system shall be of a type and design approved by the City.
- (f) Within two (2) years of the effective date of the pipeline permit and every two (2)

years thereafter, the pipeline owner or operator shall conduct an on-site, emergency drill that includes, but is not limited to, the personnel operating the pipeline, local law enforcement personnel, and officials of the City.

Section 4.10.013 Pipeline Repairs and Maintenance

(a) All repairs and maintenance are to be performed in accordance with U.S. Department of Transportation and Texas Railroad Commission mechanical integrity requirements. This requirement applies to all pipelines covered by this Article, unregulated as well as those operating under federal rules.

(b) If non-emergency repairs necessitate excavation of the pipeline, prior notification is required to occupants of business establishments and residential dwellings located within five hundred feet (500') from the centerline of the pipeline to be excavated.

(c) Above-ground non-emergency repairs that are not routine maintenance necessitate prior notification to occupants of business and residential dwellings located within five hundred feet (500') from the centerline of the pipeline section to be repaired.

(d) Without limitation of the methods of giving the notice required in subsections (b) and (c), the leaving of a written notice securely attached to the front door of a residence or business establishment or the posting of a written notice at the entry to any recreational area or place of public assembly to be noticed shall be deemed compliant with this section.

(e) An annual visual inspection of the interior of all pipelines subject to these standards shall be conducted. Said visual inspection shall be conducted via video camera commonly referred to as "pigging" or other such comparable process approved by the City that follows U.S. Department of Transportation and Texas Railroad Commission rules.

Section 4.10.014 No Grant of City Easement; No Assumption of Responsibility by City

(a) Nothing in this Article grants permission for the use of any street, right-of-way or property of the City and any such use shall be subject to the City at its sole discretion.

(b) Nothing in this Article shall be construed as an assumption by the City of any responsibility of an owner or operator of a pipeline not owned by the City, and no City officer, employee or agent shall have authority to relieve an owner or operator of a pipeline from their responsibility under this Article or by any other law, ordinance or resolution.

Section 4.10.015 Protection and Painting of Structures

All pipeline risers and all appurtenances related to pipeline construction and operations composed of materials generally protected or painted shall be protected and painted and

shall be repainted at sufficiently frequent intervals to maintain same in good condition. It shall be a violation of the Article for any pipeline rider and/or appurtenances related to pipeline construction and operation to be in a state of disrepair or to have chipped, peeling or unpainted portions thereof.

Section 4.10.016 Waiver/Hold Harmless Agreement Required for Issuance of Building Permit

Any person, firm or corporation wishing to obtain a building permit for the erection, construction, reconstruction or expansion of any structure, of which portion of such erection, construction, reconstruction or expansion would occur within one hundred feet (100') of an existing oil or gas pipeline or pipeline easement, shall prior to and as a condition of the issuance of such building permit, execute the following waiver and hold harmless agreement, which shall be duly acknowledged in the manner provided by law, and which shall thereafter be notarized and recorded in the appropriate deed or other permanent county records:

"I, Applicant's Name, do hereby state, on my oath, that I fully realize I am applying for a permit from the City of Liberty to build within one hundred feet (100') of an existing oil and gas pipeline easement; that I am fully aware of the dangers inherent in building near such pipeline or easement, including, but not limited to, explosion and release of noxious, toxic and flammable substances; and, further, that I so hereby RELEASE and agree to forever HOLD HARMLESS the City of Liberty, Texas, its officers, officials, employees, successors and assigns from all liability in any way arising from the building, use or habitation of the structure described in the said permit."

Section 4.10.017 Street and Right-of-Way Use

(a) In the event an oil or gas pipeline is placed within any public right-of-way under the jurisdiction of the City, the owner/operator shall comply with the right-of-way use regulations as provided in the City of Liberty Code of Ordinances and obtain an appropriate franchise for the use of such right-of-way.

(b) To the extent that the provisions of this Article conflict with the City's right-of-way use ordinance, this Article shall apply.

Section 4.10.018 Violations

(a) Any pipeline owner or operator subject to this Article, who shall have failed to comply with this Article, shall be deemed to maintain a nuisance and the City may take such measures to remedy such nuisance.

(b) It shall be a violation of this Article for a person to knowingly make a misrepresentation of any information to be reported pursuant to this Article. It shall also be a violation of this Article if the person makes such misrepresentation as a result of failure to exercise such due diligence of investigation or inquiry, as would a reasonably prudent pipeline owner or operator conducting business in the jurisdiction of the City.

(c) Each violation of any section, subsection or part of this Article shall be a separate offense. Each day of ongoing violation shall be a separate offense, and shall carry with it a fine of not less than one thousand dollars (\$1,000.00) per day nor more than two thousand dollars (\$2,000.00) per day.

(d) The City shall be entitled to injunctive relief or any other appropriate relief in a court of appropriate jurisdiction to prevent violation of or to compel compliance with this Article.

Section 4.10.019 Bond and Insurance Required

(a) In the event that a permit is issued for a pipeline or other operations under this Article, no actual operation shall be commenced until the permittee shall file with the City Secretary a bond and a certificate of insurance as follows:

(1) No person shall begin the construction or operation of any pipeline until he has filed with the City Secretary a duly executed bond executed by the applicant as principal with an AM Best "A" rated surety company that is acceptable to the City and is licensed to conduct business in the state as surety, payable to the City and the policy shall name the City as an additional insured and such surety company shall maintain an A.M. Best "A" rating for the policy period. Said bond shall include conditions that the applicant, its heirs, assigns and successors will do the following:

(A) Comply with the terms and conditions of the application and this Article in the construction, operation and maintenance of the pipeline and related structure(s).

(B) That all street and sidewalks and all other public places and all public utilities that may be injured or damaged in the operation will be restored to their former condition.

(C) That all litter, machinery, buildings, trash, and waste used, accumulated or allowed in the operation of any pipeline will be removed within thirty (30) days of the completion of said construction.

(D) That litter, machinery, buildings, trash and waste used, accumulated or allowed in the operation of any pipeline will be removed within thirty (30) days of the completion of said operations.

(E) Such bond shall be in the sum of \$1,000,000.00 and before the permit shall be issued, the bond shall be approved by the City and filed with the City Secretary. Such bond shall become effective upon the granting of the permit and shall remain in full force and effect until all work under the terms of such permit has been completed. Such bond may later be amended to include other pipelines, under provisions of other applications, or other permits.

(2) In addition to the bond required in subsection (a)(1) above, each person desiring to construct a pipeline or to conduct any other work under the provisions of this Article

shall be required to carry public liability insurance with a carrier rate “A” or better by A.M. Best in a minimum amount of \$1,000,000.00 for one person and \$5,000,000.00 for one accident and property damage insurance in the amount of \$10,000,000.00 for one accident, which shall remain in full force and effect and be carried so long as such pipeline is operated. A certificate of insurance shall be furnished annually by the permittee or the subsequent owner and operator of such pipeline showing that such insurance is and continues in effect.

(3) Permittee shall provide and maintain in full force and effect during the term of its permit insurance with the following minimum limits:

(A) Worker’s compensation at statutory limits;

(B) Employer’s liability, including bodily injury by accident and by disease, for \$500,000.00 combined single limit per occurrence and a twelve-month (12-month) aggregate policy limit of \$1,000,000.00;

(C) Commercial general liability coverage, including blanket contractual liability, products and completed operations, personal injury, bodily injury, broad form property damage, operations hazard, pollution, explosion, collapse and underground hazards for \$5,000,000.00 per occurrence and a twelve-month (12-month) aggregate policy limit of \$10,000,000.00; and

(D) Automobile liability insurance (for automobiles used by the permittee in the course of its performance under the permit, including employer’s non-ownership and hired auto coverage) for \$2,000,000.00 combined single limit per occurrence.

(b) The City shall adjust the above minimum liability limits every five (5) years during the term of the permit to compensate for the effects of inflation and with the objective to reestablish the value of coverage required as of the effective date of this Article.

(c) Each policy or an endorsement thereto, except those for worker’s compensation and employer’s liability, shall name the City and its officers, officials, employees, successors and assigns as additional insured parties, but limited to risks indemnified pursuant to this Article. If any such policy is written as “claims made” coverage and the City is required to be carried as an additional insured, then the permittee shall purchase policy period extensions so as to provide coverage to the City for a period of at least two (2) years after the last date that the permit is in effect. No deductible shall exceed ten percent (10%) of the minimum limits of liability or one percent (1%) of the consolidated net worth of the permittee and its permitted affiliates, whichever is greater.

(d) Permittee shall assume and bear any claims or losses to the extent of deductible amounts and waives any claim it may ever have for the same against the City and its officers, officials, employees, successors and assigns in respect of any covered event.

(e) All such policies and certificates shall contain an agreement that the insurer shall

notify the City in writing not less than thirty (30) days before any material change, reduction in coverage or cancellation of any policy. Permittee shall give written notice to the City within five (5) days of the date upon which total claims by any party against permittee reduce the aggregate amount of coverage below the amounts required by the oil and gas pipeline permit.

(f) Each policy must contain an endorsement to the effect that the insurer waives any claim or right in the nature of subrogation to recover against the City, its officers, officials, employees, successors and assigns.

(g) Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the City as an additional insured with respect to claims arising thereunder.

Section 4.10.020 Termination of Permit

Any violation of the provisions of any or all sections of this Article shall be grounds for the termination of any oil and gas pipeline permit. The termination of any oil and gas pipeline permit shall require the immediate cessation of all operations subject to the permit and shall require the pipeline owner or operator to reapply for a new oil and gas pipeline permit in full accordance with the provisions of this Article.”

SECTION 2

That all Ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provision of this Ordinance shall remain in full force and effect.

SECTION 3

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of the Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 4

An offense committed before the effective date of this ordinance is governed by prior law and the Code of Ordinances of the City of Liberty, as previously amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances

of the City of Liberty, Texas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6

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

SECTION 7

This Ordinance shall be in full force and effect from and after the date of its passage.

Passed and approved this _____ day of _____, 20_____, by a majority vote of the Liberty City Council.

Carl Pickett, Mayor

Attest:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Community Development Block Grant Programs

7.A.7

RESOLUTION (ID # 2619)

DOC ID: 2619

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 and appoints the City Manager to coordinate the City's Section 3 Policy.

Passed and adopted by the City Council of Liberty, State of Texas, on the _____ day of _____, 2013.

Carl Pickett
Mayor

Attest:

Dianne Tidwell
City Secretary

CITY OF LIBERTY

Section 3 Policy

“Using the effective program under Section 3 of the Housing and Urban Development Act of 1968 may help members of protected classes gain economic opportunities necessary to allow them to exercise fair housing choice.”

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General Policy Statement

It is the policy of the City of Liberty (City) to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u).

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires the City to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall be directed, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, to low-and very low- income persons.

The City will make every effort to ensure that contractors of Section 3-covered funding ensure their own compliance and the compliance of their / subcontractors with the Section 3 requirements, as outlined in 24 CFR §135.32.

Key provisions to achieve this goal include:

The plan will delineate how the City intends to comply with Section 3 in its own operations and ensure compliance in the operations of its contractors and their subcontractors. The Section 3 Plan will cover:

- Training on Section 3;
- Outreach, compliance, and reporting methods regarding employment, job training and contracting opportunities for Section 3 residents and/or businesses;
- The identification of a Section 3 Coordinator(s) to ensure compliance and monitoring of its Section 3 activities.

The City will maintain a list of certified Section 3 Businesses. Section 3 business certifications will be conducted on an annual basis. Section 3 Businesses will have the option to become part of a master reference list for Recipients to use when contracting opportunities arise. Recipients should maintain a local Section 3 business certification list as well and should not rely solely on the City list. Inclusion on the Section 3 business list does not imply endorsement or procurement of the businesses on the list; it is only to serve as a reference that a business may qualify as a Section 3 Business Concern.

Applicability

Section 3 requirements are triggered when HUD-sourced assistance is expended for housing rehabilitation, housing construction or other public construction projects that are equal to or greater than \$200,000 and subcontracts of such projects in the amount of \$100,000 or more (see below).

Covered projects include:

- Housing Rehabilitation (to include reduction of lead-based paint hazards, and demolition); Housing Construction (to include reduction of lead-based paint hazards and demolition); Public Infrastructure (e.g. street repair, sewage line repair or installation, updates to building facades, etc.);
- Public Facilities and Park Improvements; and,
- Job creating or job sustaining Economic Development Projects as applicable.

Section 3 Definitions

Employment Opportunities Generated by Section 3 Covered Assistance “all employment opportunities generated by the expenditure of Section 3 covered projects (as describe in §135.3(a) (2), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc. ” (24 CFR §135.5)

Housing and Community Development Assistance- “any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and include community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty. ” (24 CFR §135.5)

HUD Youthbuild Programs- “programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low – and very low – income families. ” (24 CFR §135.5)

Low-income Person- “families (including single persons) whose household incomes do not exceed 80 per centum of the median income for the area. ” (24 CFR §135.5) To determine if a household’s income is considered low – income, HUD’s income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>

Non-metropolitan City- “any City outside of a metropolitan area” (24 CFR §135.5)

New Hires- “a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance. ” (24 CFR §135.5)

Section 3 Clause- “the contract provisions set forth in § 135.38.” (24 CFR §135.5)

Section 3 Covered Activity- “any activity which is funded by Section 3 covered assistance public and Indian housing assistance.” (24 CFR §135.5)

Section 3 Covered Assistance- “assistance provided under any HUD housing or community development program that is expended for work arising in connection with: (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement); (ii) Housing construction; or (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).”(24 CFR §135.5)

Section 3 Covered Contract- “a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a section 3 covered project. ” (24 CFR §135.5)

Section 3- “Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)” (24 CFR §135.1)

Section 3 Business Certification form - A form used to document a business as a “Section 3 Business Concern.”

Section 3 Business Concern- “a business concern, (1) That is 51 percent or more owned by Section 3 Residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 business concern.” (24 CFR §135.5)

Section 3 Covered Project- “the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.” (24 CFR §135.5)

Section 3 Joint Venture- “means an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources and skill for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally and for which section 3 business concern (1) is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and (2) performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.” (24 CFR §135.40)

Section 3 Resident- 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan City where the Section 3 covered assistance is expended. (24 CFR §135.5)

Section 3 Resident Self Certification Form- form used to document a resident of a local community as a Section 3 Resident.

Service Area- “is the geographical area in which the persons benefiting from Section 3 covered project reside. The service Area shall not extend beyond the unit of local government in which the Section 3 covered financial assistance is expended.” (24 CFR §135.5)

Subcontractor- “any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.” (24 CFR §135.5)

The greatest extent feasible- “every effort must be made to comply with the regulatory requirements of Section 3, meaning Recipients of Section 3 covered financial assistance should make every effort within their disposal to meet the regulatory requirements. For instance, this may mean going a step beyond the normal notification procedures for employment and contracting procedures by developing strategies that will specifically target Section 3 residents and businesses for these types of economic opportunities.” (HUD’s FAQ’s): <http://portal.hud.gov/hudportal/documents/huddoc?id=secfaqs.pdf>)

Very low-income Person- “families (including single persons) whose, household income do not exceed 50 percent of the median family income for the area.” (24 CFR §135.5) To determine if a household’s income is considered very low-income (very low income is defined as 50% or below the median income of that area.) HUD’s income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>

Compliance with Section 3

Contractors may demonstrate compliance with the “greatest extent feasible” (CFR 24 §135.30) requirement of Section 3 by meeting HUD’s numerical goals for providing training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns.

The minimum numerical goals are:

- 30% of total number of new hires as Section 3 Residents;
- 10% of all awarded construction contracts, awards to Section 3 Business Concerns;
- 3% of all awarded non-construction contracts, awards to Section 3 Business Concerns.

Contractors and their subcontractors must ensure that, to the greatest extent feasible, contractors will make good faith efforts to provide training, employment, and contracting opportunities to Section 3 Residents and Section 3 Business Concerns. The numerical goals established in this section represent **minimum goals** and are considered safe harbor numerical targets. Contractors are strongly encouraged to adopt numerical goals that exceed the **minimum** requirements.

If a Recipient fails to fully meet the Section 3 minimum numerical goals, they must be prepared to demonstrate that efforts were made in an attempt to meet the numerical goals. Failure to meet numerical goals requires a detailed explanation to the City. The City will then examine the Recipient’s documented efforts and provide technical assistance as necessary. However, “failure to comply may lead to sanctions, suspension and limited denial of participation pursuant to HUD’s regulations in 24 CFR Part 24, where appropriate, may be applied to the recipient or the contractor.” (24 CFR §135.74)

Section 3 Residents

Residents to be given priority in hiring are those who live in the service area where a Section 3 project is located who are either:

- Public housing residents including person with disabilities;
- Low-income or very-low-income person(s) who live in the metropolitan statistical area (MSA) or non-metro City area of project;
- HUD Youthbuild program participants (centers in Austin, Houston, Kendleton, El Paso, New Waverly, San Antonio, Brownsville, and Dallas);
- Homeless, defined under McKinney Act (42 U.S.C. 11301 et seq.).

A resident seeking Section 3 preference shall submit a Section 3 Resident Certification Form (see Exhibit A for sample) to the Recipient’s Section 3 Coordinator(s) or the contractor or subcontractor to verify and approve the certification. The Recipient’s Section 3 Coordinator(s) should maintain a list of Section 3 Residents for current and/or future Section 3 job opportunities.

HUD has clarified that a Self-Certification is an acceptable means for establishing eligibility as a Section 3 Resident. However, the City may utilize acceptable support documentation with the Section 3 Resident Certification Form to include:

- Proof of residency in a public housing development;
- Evidence of participation in a HUD Youthbuild program operated in the metropolitan (or non-metropolitan City) where the Section 3 covered assistance is spent;
- Copy of Section 8 voucher certificate or voucher;
- Evidence of eligibility or participation in a federally-assisted program for low- and very-low-income persons (e.g. Jobs, JTPA, Job Corps, etc.);
- Evidence that the individual resides in the Section 3 area and is a low or very-low-income person, as defined in Section 3(b) (2) of the U.S. Housing Act of 1937 (1937 Act);
- Other acceptable documentation to the City.

Section 3 Business Concern

To determine if a business qualifies for Section 3 designation, the City and/or its assigned Section 3 Coordinator(s) will perform a local Section 3 Business Concern Certification. The City and/or its assigned Section 3 Coordinator(s) will verify and approve the certification (see sample form for a Business Concern Certification Exhibit B attached in this policy). The City may refer to the City's Section 3 Business Certification listing to see if the applicable business is already listed as a Section 3 Business Concern.

A Section 3 Business Concern is one that is:

- Owned by 51% or more by Section 3 Residents; or
- Employs at least 30% of employees who qualify as Section 3 Residents (or within 3 years of the date of first employment with the business concern were Section 3 Residents); or
- Commits to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet one of the first two qualifications above.

The City will include the “Contractor Certification of Efforts to Comply Notice” (Exhibit C), in all bid packets.

Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.

Section 3 Preference

HUD requires that preference be given to Section 3 Residents in training and employment opportunities and preference for contracting opportunities be given to Section 3 Business Concerns.

- I. “The City and its contractors and subcontractors will provide **Preference for Section 3 Residents in training and employment opportunities** and shall direct their efforts to provide to the greatest extent feasible training and employment opportunities generated from expenditure of Section 3 covered assistance to Section 3 Residents” (24 CFR §135.34) in order of priority:
 - Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (collectively, referred to as category 1 residents);
 - Participants in HUD Youthbuild programs (category 2 residents);
 - Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
 - Other Section 3 Residents.

Types of Economic Opportunities that may arise from a Section 3 Project:

- For Public Housing Authorities, all employment opportunities generated by the expenditure of development, operating, and modernization assistance, including management and administrative jobs, technical, professional, construction and maintenance jobs; and jobs at all levels.
- For all others, all employment opportunities arising in connection with housing rehabilitation (including reduction and abatement of lead base paint hazards), housing construction, or other public construction (i.e., management and administrative jobs, technical, professional, and construction and non-construction jobs; and jobs at all levels).

HUD offers examples of efforts that can be made to Offer Training and Employment Opportunities to Section 3 Residents training (see Exhibit D)

A Section 3 Resident seeking the preference in training and employments provided by this part shall certify, or submit evidence to the City, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident. A section 3 Resident must demonstrate that they meet the qualifications for new employment opportunities created as a result of the expenditure of the covered assistance.

II. **Preference for Section 3 Business Concerns in contracting opportunities** (24 CFR §135.36), Recipients, contractors and subcontractors shall direct their efforts to award Section 3 Covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in order of Priority to:

- (First priority)- Business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses);
- (Second priority)- HUD Youthbuild programs (category 2 businesses);
- (Third Priority)- Other Section 3 Business Concerns.

HUD offers examples of efforts that can be made to Procurement Procedures that Provide Preference to Section 3 Residents training (see Exhibit E)

Section 3 Clause

The City will incorporate the Section 3 Clause into all solicitations and any contracts or subcontracts in excess of 200,000 (24 CFR §135.38) (See Exhibit F).

Reporting Requirements

The City shall document actions take to comply with the employment, training and contracting requirements of Section 3, the results of actions take, and impediments encountered. The City will maintain records of job vacancies, solicitation of bids or proposals, selection materials and contracting documents (including scope of work and contract amount), in accordance with Federal and State procurement laws and regulations. The documentation should demonstrate efforts taken towards the achievement of the Section 3 numerical goals.

Contractors and their subcontractors must submit to the City a New Hires Section 3 Monthly Compliance Report (Exhibit I)

Complaint Process

In the event that a complaint is received; the City Section 3 Coordinator(s) will assist or work with the applicable Contractor to obtain:

- Relevant information regarding the complaint at hand;
- Documentation used to comply with Section 3;
- Reports submitted to the City to monitor Section 3 compliance;
- All other relevant information.

Complaints will be accepted by the City using HUD's Section 3 Complaint Register Form (see Exhibit G).



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery

SECTION 3
RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBILITY FOR PREFERENCE

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient

Contract Number:

Date:

ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the Subrecipient, Grantee, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section CFR §135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Section 3 Resident Certification
For Worker Seeking Preference in Training and Employment

RESIDENT COMPLETES THIS SECTION:

I, , am a legal resident of the
and meet the income eligibility guidelines for a low- or very- low- income person as published on HUD'S income limits www.huduserl.org/portal/datasets/il.html and documented on the reverse side of this form.

My permanent address is:

I have attached the following documentation as evidence of my status:

☐ Copy of Lease

☐ Copy of receipt of
public assistance

☐ Copy of Evidence of participation
in a public assistance program

☐ Other Evidence

Resident Signature

Date

Print Name

Attachment: Section 3 Policy CDBG Program (2619 : CDBG Section 3 Policy)

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Housing Authority of

Qualify as Section 3 Residents.

Alternatively, individuals residing in the

City of

Or City of

Who meet the income limits set forth below, can also qualify for Section 3 status

A picture identification card and proof that illustrates applicant is a current resident of the subject area.

HUD update area median income (AMI) annually and income limits vary by City. To find the latest income limits visit HUD's website www.huduser.org/portal/datasets/il.html

Eligibility Guideline

Number in Household	Very Low Income (50% AMI)	Low Income (80%)
1 Individual		
2 Individual		
3 Individual		
4 Individual		
5 Individual		
6 Individual		
7 Individual		
8 Individual		

Signature Field

Date

Print Name

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery



CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and
Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee / Subrecipient

Contract Number:

Date:

CONTRACTOR INFORMATION

Name of Business

Address of Business

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit Consortium ☐ Sole Proprietorship ☐ Joint Venture

*Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR §135 describes the three alternative qualifications.)*

For Business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public Assistance program ☐ Other evidence

For Business entity as applicable:

- ☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing ☐ Assumed Business Name Certificate
☐ Partnership Agreement ☐ List of owners/stockholders and % ownership ☐ Corporation Annual Report
of each appointed officers
☐ Latest Board minutes ☐ Organization chart with names and titles and brief function statement ☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- ☐ List of all current full-time employees ☐ List of employees claiming Section 3 status
☐ PHA/IHA Residential lease less than 3 years from day of employment ☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement ☐ Statement of ability to comply with public policy
☐ List of owned equipment
☐ List of all contracts for the past two years

Authorized Name and Signature

Date

Attested By:

(Corporate Seal)

Attachment: Section 3 Policy CDBG Program (2619 : CDBG Section 3 Policy)

Grantee/Subrecipient:

Include this document in all applicable bid packet



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery

**Contractor Certification of Efforts to Fully Comply
With Employment and Training Provisions of Section 3**

Economic Opportunities for Low and Very Low-Income Persons

THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

- ☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:
1. That is 51% or more owned by Section 3 Resident(s); or
 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or
 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
- ☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts be under or taken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS

(Check ALL that apply)

- ☐ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- ☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority
- ☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations.
- ☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
- ☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
- ☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
- ☐ By advising Section Business Concerns as to where they seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding, financing, insurance, etc...
- ☐ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
- ☐ By developing and using a list of eligible Section 3 Business Concerns.
- ☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS

- ☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
- ☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
- ☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
- ☐ By contacting resident councils and other resident organizations in the affected housing development to request assistance in residents of the training and employment positions to be filled.
- ☐ By arranging interviews and conducting interviews on the job site.
- ☐ By undertaking such continued job – training efforts as may be necessary to ensure the continued employment of Section 3 previously hired for employment opportunities.

Contractor Name/Business Name:

Signature Field

Date/Time



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]

From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]

TITLE 24—HOUSING AND URBAN DEVELOPMENT
CHAPTER I—OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135—ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

**I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES
TO SECTION 3 RESIDENTS**

- 1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.
- 2) Sponsoring a HUD-certified “Step-Up” employment and training program for section 3 residents.
- 3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- 5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent area of the housing development or developments. For HA’s, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

- 6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 person reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 person reside or in the neighborhood or service area of the section 3 covered project.
- 8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 10) Conducting job interviews at the housing development or developments where category 1 and category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- 12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS , probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- 13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- 15) For an HA, employee section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- 16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for the future employment positions.
- 17) Undertaking job counseling, education and related programs in association with local educational institutions.
- 18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery

II. EXAMPLES OF PROCUREMENT PROCEDURES THAT PROVIDE FOR PREFERENCE FOR SECTION 3 BUSINESS CONCERNS

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the “contracting party”) for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d)

- 1) Small Purchase Procedures. For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) Solicitation.

- (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:
 - the section 3 covered contract to be awarded with sufficient specificity;
 - the time within which quotations must be submitted; and
 - the information that must be submitted with each quotation.
- (B) If the method described in paragraph (i) (A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award.

- (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
 - (B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.
- 2) Procurement by sealed bids (Invitations for Bids). Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follow:
[[Page 707]]

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and (B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X=lesser of:

When the lowest responsive bid is less than 100,000.	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000.	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000.	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000.	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million.	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million.	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more ---	1-1/2% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

3) Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).

(i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.



Code of Federal Regulations
Title 24- Housing and Urban Development

Volume: 1

Date: 2003-04-01

Original Date: 2003-04-01

Title: Section 135.38- Section 3 Clause

Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing Urban Development. Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Person. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

§135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under non contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section (7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery

7.A.7.a

Exhibit G

**NEW HIRES SECTION 3
MONTHLY COMPLIANCE REPORT**

Reporting Month:

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor that they anticipate hiring for this project

CONTRACTOR INFORMATION

Name of Business:

Address of Business:

Authorized Representative for this contract:

Authorized Signatory:

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 – 3 BELOW:

1. You must **sign and date** this form for each applicable reporting month in connection with awarded project and deliver to:

2. When you **hire** a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no **new hires** this form **must be completed and submitted to the Section 3 Coordinator identified above.**

☐ I have not hired any new employees during the reporting Month specified.

I have hired ☐ Section 3 employees and/or ☐ non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			
2.			
3.			
4.			

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking . **Provide a brief description of actions taken:**

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place.
List:

☐ Placed signs or posters at prominent places in each of the above listed areas. *Photographs were taken to document this action.*

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project.

List advertisements (name publication, e.g. Work in Texas, Houston Chronicle, and/or website(s):

☐ Distributed employment flyers to the administrative office of the local Public Housing

☐ Provided notice of positions available to the Texas Workforce Commission for potential applicants. *Provide copy of notice.*

☐ Contacted employment referrals or Youthbuild Program referrals. **List contacts:**

☐ Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/ assistance will take place.

☐ Kept a log of all applicants and indicate the reason why Section 3 Residents who applied were not hired.

☐ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.

☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Attested By:

Text

Complaint RegisterUnder Section 3 of the Housing And
Urban Development Act of 1968**U.S. Department of Housing
and Urban Development**Office of Fair Housing
And Equal Opportunity

<i>Name of Complainant (Person or organization)</i>	<i>Home Phone</i>
<i>Street Address</i>	<i>Work Phone</i>
<i>City, State, Zip code</i>	
<i>Against whom is this complaint being filed?</i>	<i>Business Phone</i>
<i>Name of organization or company</i>	
<i>Street Address</i>	
<i>City, State, Zip code</i>	
<i>Name and identify other (if any) who violated the law in this case</i>	
You are (check all that apply) ☐ A. Low/Very low income ☐ D. Section 3 business concern ☐ B. Public housing resident ☐ E. A representative of D ☐ C. A representative of A or B	
Complaint is against (check on or more boxes) ☐ A. Applicant ☐ D. Recipient ☐ B. Sub-Recipient ☐ E. Contractor ☐ C. Subcontractor ☐ F. Other (please specify) _____	
Basis for noncompliance with Section 3 ☐ Denied Training ☐ Denied Employment ☐ Denied Contracting	
What did the person you are complaining against do? (Check all that apply – provide documentation) ☐ A. Failed to meet numerical goals, as set out in the Section 3 regulations ☐ B. Failed to ensure that its contractors and subcontractors comply with Section 3 ☐ C. Failed to notify Section 3 residents about training and/or employment opportunities ☐ D. Failed to notify Section 3 business concerns about contracting opportunities ☐ E. Failed to notify potential contractors for Section 3 covered projects of the requirements of Section 3 ☐ F. Failed to incorporate the Section 3 clause in Section 3 solicitations or contracts ☐ G. Failed to train and/or employ Section 3 residents ☐ H. Failed to award contracts to Section 3 business concerns I. Contracted with a contractor found to be in violation of applicable statutes and/or HUD regulations ☐ J. Failed to provide preference to Section 3 residents in training and or employment opportunities ☐ K. Failed to provide preferences for Section 3 business concerns in contracting opportunities	
When did the act(s) checked above occur? (Include the most recent date if several dates are involved):	

Summarize what happened? Attach additional information if necessary:

Attachment: Section 3 Policy CDBG Program (2619 : CDBG Section 3 Policy)

	Date:

Instructions for the Complaint Register **Section 3 of the Housing and Urban Development Act of 1968**

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is not of a sensitive nature. The information is unique to the processing an allegation of noncompliance with the Section 3 statute or implementing regulations.

This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

What does Section 3 of the Housing and Urban Development Act of 1968 provide?

The law describes the HUD programs directly affected by Section 3, receiving Federal financial assistance from the Department, and dictates how these programs are to provide employment and other economic opportunities for low and very low income persons.

What does the law cover?

Section 3 applies to any Public and Indian Housing programs that receive: (1) developmental assistance pursuant to section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to section 5 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to section 14 of the U.S. Housing Act of 1937, and to housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000.

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within 180 days of the last alleged occurrences of noncompliance.

Complain to the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, by filing this form by mail or in person. The information received will be used by HUD to determine jurisdiction under Section 3.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about Section 3 or in filing a complaint at the HUD Office listed below:

Assistant Secretary
HUD Fair Housing and Equal Opportunity
451 7th Street SW
Washington, DC 20410
(202) 708-3633

Privacy Act of 1974 (P.L.93-579)

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992,

Purpose: The information requested on this form is to be used to investigate and process Section 3

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delay or denial of HUD assistance

Disclosure of this information is voluntary.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Surplus Property

COUNCIL ACTION (ID # 2620)

DOC ID: 2620



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Electric Issues

ORDINANCE (ID # 2621)

DOC ID: 2621 A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 11TH DAY OF MAY, 2013 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, LIBERTY INDEPENDENT SCHOOL DISTRICT, LIBERTY COUNTY HOSPITAL DISTRICT NO. 1, AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

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

Section 1.

It is hereby ordered that a General Election be held in the City of Liberty, Texas on the second Saturday in May, the 11th day of May, 2013, at which election the qualified voters of the City will elect three (3) Council Members which shall hold office for a period of two (2) years, and which are all at-large positions.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and Liberty County Hospital District No. 1, and shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2013 Joint Election Agreement and Election Services Contract.

Section 3.

The present boundaries of the City of Liberty constitute one election precinct, and the polls shall be open for voting on Election Day from 7:00 a.m. until 7:00 p.m. at the following polling place.

POLLING PLACE:
City Hall

Liberty Center
1829 Sam Houston Street
Liberty, Texas 77575

Section 4.

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

City Hall/ Council Chambers
City of Liberty
1829 Sam Houston Street
Liberty, Texas 77575

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 29, 2013 and continuing through Tuesday, May 7, 2013. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays. The City of Liberty received approval from the U.S. Department of Justice, in a letter dated April 29, 2009, that the City's two 12-hour days of early voting be held on the last two days of this period, for all future elections beginning with the May 9, 2009 Election. Therefore, Early Voting by Personal Appearance shall be conducted for 12 hours on the last two days of the 2013 early voting period, which fall on Monday, May 6, 2013 and Tuesday, May 7, 2013.

The Early Voting Clerk's address to which ballot applications and ballots voted by mail may be sent is:

Paulette Williams, Early Voting Clerk
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

All requests for early voting ballots by mail that are received by the City of Liberty will be transported on the day of receipt to Paulette Williams, Early Voting Clerk, Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575.

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

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. The eSlate Direct Recording Electronic (DRE) Voting

System, which includes the “eSlates”, “Judge’s Booth Controllers”, “eScans” and pollbooks, shall be used for Early Voting and voting on Election Day. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

Notice of this election shall be published in the official newspaper of the City not earlier than the 30th day or later than the 10th day before election day, and shall be posted in the place used to post notice of City Council Meetings not later than the 21st day before election day, in accordance with the provisions of the Texas Election Code.

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or City Secretary and the City Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or City Secretary and the City Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2013 Joint Election Agreement and Election Services Contract.

Section 8.

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

Section 9.

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

Section 10.

This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 12th day of February, 2013.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

2013 JOINT ELECTION AGREEMENT

**Between the City of Liberty, Liberty Independent School District, and
Liberty County Hospital District No. 1,**

AND

ELECTION SERVICES CONTRACT

**Between the Liberty County Clerk/Election Officer
And the Political Subdivisions Listed Above Respectively**

-
- WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the elections precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and
- WHEREAS the City of Liberty, Texas ("City"), the Liberty Independent School District ("LISD"), and the Liberty County Hospital District No. 1 (LCHD"), the Local Political Subdivisions, hereinafter referred to as "the LPS" shall hold their respective general elections on Saturday, May 11, 2013; and
- WHEREAS the County Clerk/Election Officer, Paulette Williams, hereinafter referred to as "Contracting Officer", and by authority of Section 31.092(a) of the Texas Election Code, enters into this Election Services Contract with each political subdivision holding their respective general election on Saturday, May 11, 2013 for the conduct and supervision of; and
- WHEREAS the City, LISD, and the LCHD find that this Joint Election Agreement and this Election Services Contract will adequately and conveniently serve all voters in Liberty County and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, City, LISD, and LCHD agree as follows:

The Liberty County Clerk's Office, under the direction of the County Clerk/Election Officer, agrees to coordinate, supervise, and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating entity agrees to pay Liberty County for equipment costs, election supplies, services and administrative costs as outlined in this agreement. The County Clerk will serve as administrator of the election, however, each participating authority remains responsible for the lawful conduct of their respective election.

A. *Selection of Presiding Judges, Alternate Judges, and Election Clerks.*

1. The Contracting Officer will appoint presiding election judges and alternate judges at its Election Day polling location from a list provided by each LPS, all of which will be qualified voters of such

precincts or consolidated precincts. The presiding judge of each LPS shall serve as a co-judge. The Contracting Officer will appoint workers for the central accumulating station on Election Day. The Contracting Officer shall appoint a presiding judge and clerk for the Early Voting Ballot Board (EVBB). The Contracting Officer shall notify the election workers of their selection and shall provide the names and addresses of those selected to the LPS.

2. The presiding co-judges shall make their clerk appointments. If a presiding co-judge, alternate judge or clerk does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is available by telephone while the polls are open.

B. Election Training. The Contracting Officer shall be responsible for conducting one or more election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order at the polling location, and provisional voting.

C. Election Day Polling Location. The Election Day polling location is set forth in Exhibit A. The Contracting Officer shall arrange for the transport and pickup of electronic voting equipment.

D. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to each presiding co-judge for use at the polling location on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election and early voting kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); seals; sample ballots; thermal paper rolls for use in the Judge's Booth Controllers (JBCs); batteries for use in the JBCs, eScans and eSlates; and all consumable-type office supplies necessary to hold an election. The Contracting Officer may purchase additional or make additional copies of election forms, including sample ballots and combination poll lists/signature rosters.

E. Registered Voter List. The Contracting Officer shall provide lists of registered voters in the LPS territory required for use on Election Day and for the Early Voting period required to download to pollbooks.

F. Election Equipment.

1. The Contracting Officer shall use the Direct Record Electronic (DRE) voting system and the mail ballot system purchased by Liberty County from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs) "eScans" & pollbooks. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. The Contracting Officer or designee shall prepare the JBCs, eSlates, eScans & pollbooks for Early Voting and for Election Day.

2. The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the English and Spanish translation of the offices and any propositions. The Contracting Officer shall

also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing required by law.

G. Early Voting.

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. The Contracting Officer shall conduct Early Voting at the **City of Liberty Council Chambers Room** as the main location and is also authorized to conduct Early Voting at **City of Liberty Council Chambers Room**. The Contracting Officer shall hire at least 2 temporary deputies to work each day at each Early Voting location. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the location listed in Exhibit B.

2. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the **Liberty County Courthouse Located at: 1923 Sam Houston Rm 209 Liberty, TX 77575**

H. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies, except where such services and supplies will be procured by the LPS as provided in this contract. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to her by the LPS, or the LPS shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

I. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall do Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

3. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as central counting station manager and shall appoint a tabulation supervisor. By signing this contract, the LPS hereby approves such appointment.

J. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day.

K. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer shall forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters' status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code

for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

L. *Custodian of Election Records.* After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the LPS, except for those records that must be maintained by the Contracting Officer in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

M. *Recount.*

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS requesting a recount shall reimburse the Contracting Officer for the cost of such count, which is not included in the estimate set forth in Exhibit C.

N. *Department of Justice Preclearance.* The Contracting Officer shall submit any required preclearance documents to the United States Department of Justice under the Federal Voting Rights Act of 1965.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following tasks, which are not the responsibility of the Contracting Officer:

A. *Applications for Mail Ballots.* The LPS shall date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notice, and Canvass.* The LPS shall prepare the election order, resolutions, and official canvass. The LPS shall be responsible for having the required election notice under Section 4.003(a) (1) of the Texas Election Code timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.003(b) of the Texas Election Code in the proper location(s). The LPS is responsible for ensuring that all necessary documents are in both English and Spanish. The LPS shall conduct its canvass using materials provided by the Contracting Officer.

C. Polling Location. The Early Voting/Election Day polling location is set forth in Exhibit A. The LPS shall prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended. The LPS shall arrange for access to the polling place for early and election day voting.

D. Map. The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format.

E. Ballot Information. By the 55th day before the election, the LPS shall provide the Contracting Officer with the office names, including place designations, the names of the candidates as the names are to appear on the ballot as well as the order in which they are to appear, any propositions on the ballot, and the English and Spanish translations of propositions that are to appear on the ballot, as well as the order of any such propositions on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

F. Precinct Reports to the Texas Secretary of State. The LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation for Election Workers. The Contracting Officer and the LPS agree that election workers will be compensated as follows:

- Presiding judges and alternate judges: \$10.00/hr
(Including members of the EVBB)
- Election clerks: \$8.00/hr
- Early Voting deputies: \$8.00/hr

Election workers will be paid for the time spent setting up the polling location and closing the polling location each evening, but not to exceed one hour before and one hour after the polling location is open for voting. The Contracting Officer shall pay the workers and be reimbursed by the LPS.

B. Delivery Fee.

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) and one other worker shall bring the eSlate, JBC, pollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid \$25.00 (\$12.50 each) for this delivery. (The eSlate, JBC, eScan and pollbook shall be delivered to the polling location by a member of the Contracting Officer's staff.)

2. The Contracting Officer shall pay the workers and be reimbursed by the LPS.

IV. PAYMENT

A. Compensation. Within 30 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for actual expenses directly attributable to the scope of work of the election, including the following:

- ballot programming and printing costs;
- wages of the precinct judges and clerks, the early voting deputies, the Early Voting Ballot Board and Contracting Officer's deputies (overtime only);
- delivery fee for return of election supplies;
- an equipment rental fee of \$165 per day for each eSlate, eScan, JBC and pollbook placed in service during early voting and Election Day;
- supply costs;
- newspaper notice publication expenses for logic and accuracy testing;
- transportation costs for delivery and pick-up of voting equipment by Contracting Officer.

Costs for which reimbursement is sought shall be supported by appropriate documentation.

A cost estimate for election expenses is set forth in Exhibit C. The estimate assumes cost sharing between contracting LPS. The parties agree that this is an estimate only and the LPS are obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed by the LPS.

B. Administrative Fee. In accordance with Section 31.100(d), the LPS shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$75.00).

C. Cost Sharing.

1. The LPS agrees to share the expenses of conducting the election, including:

- ballot programming and printing costs;
- wages of the precinct judges and clerks, the early voting deputies, the Early Voting Ballot Board and Contracting Officer's deputies (overtime only);
- delivery fee for return of election supplies;
- an equipment rental fee of \$165 per day for each eSlate, eScan, JBC and pollbook placed in service during early voting and Election Day;
- supply costs;
- newspaper notice publication expenses for logic and accuracy testing;
- transportation costs for delivery and pick-up of voting equipment by Contracting Officer.

2. Cost sharing will be in accordance with the Joint Election Agreement attached hereto and made a part of this contract as Exhibit D.

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

VI. GENERAL PROVISIONS

in: **A. *Nontransferable Functions.*** Nothing in this contract shall authorize or permit a change

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. *Cancellation of Election.* Should one of the LPS cancel its election pursuant to Section 2.053 of the Texas Election Code, the costs of the election will be the responsibility of the remaining LPS.

C. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Liberty County, Texas and the County Auditor of Liberty County, Texas.

D. *Representatives.* For purposes of implementing this contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Paulette Williams
 Liberty County Clerk
 1923 Sam Houston Rm 209
 Liberty, TX 77575
 Tel: (936) 336-4676
 Fax: (936) 334-8174
 Email: coclerk@co.liberty.tx.us

For **Liberty Independent School District:**

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For The **City of Liberty**, Texas

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

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

The Contracting Officer

Paulette Williams, Liberty County Clerk

Before me, the undersigned authority, on this day personally appeared Paulette Williams, Liberty County Clerk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

Signature of officer administering oath

Attachment: 2013 Election Agrmnt Final (2621 : May 11, 2013 General Election)

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

Liberty Independent School District

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

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

City of Liberty, Texas

 _____(Title)

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20____.

 Signature of officer administering oath

Attachment: 2013 Election Agrmnt Final (2621 : May 11, 2013 General Election)

Exhibit A

Election Day Polling Locations

Precincts	Location	Address	City
City Lib, Lisd & Hosp Dist.	City of Liberty Council Chambers Room	1829 Sam Houston	Liberty
Lisd & Hosp Dist.	Our Mother of Mercy Church	101 Donatto Street	Liberty
Lisd & Hosp Dist.	Bethel Assembly of God	4606 FM 563 Rd	Liberty

Exhibit B

May 11, 2013 Local Elections
Early Voting Locations and Hours

Polling Place			Address		City	
City of Liberty Council Chambers Room			1829 SAM HOUSTON		LIBERTY	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<i>April 29</i> 8am-5pm	<i>April 30</i> 8am-5pm	<i>May 1</i> 8am-5pm	<i>May 2</i> 8am-5pm	<i>May 3</i> 8am-5pm	<i>May 4</i>
<i>May 5</i>	<i>May 6</i> 7am-7pm	<i>May 7</i> 7am-7pm	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i>

EXHIBIT C

ESTIMATED ELECTION EXPENSES

GENERAL/SPECIAL ELECTION *

Payroll:

Early Voting Workers	\$ 840.00
Election Day Judges and Clerks	\$ 432.00
Early Voting Ballot Board	\$ 100.00
Testing Board Members (other than the Elections Administrator and assistants)	\$ 200.00
Central Counting Station judges and clerks	\$ 500.00
<u>Delivery/ Mileage</u>	
Pickup and delivery of supplies by judges	\$ 150.00
<u>User Fee for early voting equipment</u>	\$ 4620.00
<u>User Fee for Election Day equipment</u>	\$ 660.00
<u>Newspaper notice for L & A Testing</u>	\$ 300.00
<u>Consumable Supplies</u>	\$ 100.00
<u>Ballot Programming</u>	\$ 1500.00
Ballots	\$ 700.00
Training Class	\$ 200.00
Fed ex	\$ 40.00
Kits	\$ 85.00

Subtotal	\$10,427.00
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Attachment: 2013 Election Agrmnt Final (2621 : May 11, 2013 General Election)

10% Administrative Fee Payable to Liberty County Clerk \$ 1,042.70
:

Grand Total Estimated Election Expenses: \$ 11,469.70

*Assumes no cost sharing with other local political subdivisions or Liberty County.

** User fee as established by commissioner's court is \$165.00/unit.

Exhibit D

JOINT ELECTION RESOLUTION

WHEREAS, **Liberty Independent School District**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, and the **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 11, 2013 election with the **Liberty County Clerk** as the Contracting Officer.

AND WHEREAS, the Board of Trustees of **Liberty Independent School District**, **Liberty County Hospital District No.1** Board of Directors and the City Council of the **City of Liberty** desire to give authorization for said Contract.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF **LIBERTY INDEPENDENT SCHOOL DISTRICT** OF LIBERTY COUNTY, TEXAS, THAT:

Said Board of Trustees authorizes a Joint Contract by and among **Liberty County Hospital District No.1** and the **City of Liberty**, Texas and Paulette Williams, the Liberty County Clerk, for the conduct and supervision of the Joint Election on May 11, 2013.

APPROVED BY THE GOVERNING BODY OF THE LIBERTY INDEPENDENT SCHOOL DISTRICT in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

Attachment: 2013 Election Agrmnt Final (2621 : May 11, 2013 General Election)

Exhibit D

JOINT ELECTION RESOLUTION

WHEREAS, the **City of Liberty**, Liberty County, Texas, the **Liberty Independent School District**, Liberty County, Texas, and **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 11, 2013, elections with the **Liberty County Clerk** as the Contracting Officer.

AND WHEREAS, the City Council of the **City of Liberty**, Texas, the Board of Trustees of **Liberty Independent School District** and the Board of Directors of the **Liberty County Hospital District No.1** desire to give authorization for said Contract.

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

Said City Council authorizes a Joint Contract by and among the **Liberty County Hospital District No. 1**, and the **Liberty Independent School District** and Paulette Williams, the **Liberty County Clerk**, for the conduct and supervision of the Joint Election on May 11, 2013.

APPROVED BY THE GOVERNING BODY OF THE CITY OF LIBERTY, TEXAS in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

Exhibit D

JOINT ELECTION RESOLUTION

WHEREAS, **Liberty County Hospital District No. 1**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, and the **Liberty Independent School District**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 11, 2013 election with the **Liberty County Clerk** as the Contracting Officer.

AND WHEREAS, the Board of Directors of the **Liberty County Hospital District No.1**, the Board of Trustees of **Liberty Independent School District** and the City Council of the **City of Liberty** desire to give authorization for said Contract.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF **LIBERTY COUNTY HOSPITAL DISTRICT NO 1**. OF LIBERTY COUNTY, TEXAS, THAT:

Said Board of Directors authorizes a Joint Contract by and among **Liberty County School District** and the **City of Liberty**, Texas and Paulette Williams, the Liberty County Clerk, for the conduct and supervision of the Joint Election on May 11, 2013.

APPROVED BY THE GOVERNING BODY OF THE LIBERTY COUNTY HOSPITAL DISTRICT NO. 1 in its meeting held the ____ day of _____, 2013, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

Attachment: 2013 Election Agrmnt Final (2621 : May 11, 2013 General Election)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.10

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Fixed Asset Replacement Fund

COUNCIL ACTION (ID # 2622)

DOC ID: 2622



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.11

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Fixed Asset Replacement Fund

COUNCIL ACTION (ID # 2623)

DOC ID: 2623



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.12

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Financial Issues

COUNCIL ACTION (ID # 2624)

DOC ID: 2624



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.13

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 2625)

DOC ID: 2625

(See Exhibit "A" which is attached hereto and incorporated herein for all purposes.)

Liberty County Commissioners Court agrees to pay for mutual aid assistance according to the rate schedule provided that the mutual aid department can prove that the primary fire department requested the assistance. Proof must be certified by the requesting Department's Fire Chief.

Reimbursement from Liberty County to the Department shall be on a monthly basis. The County shall reimburse the Department for runs and rural protection not within the geographical boundaries of the City of Liberty.

ALL FIRE REPORTS MUST BE COMPLETED AND TURNED INTO THE COUNTY FIRE MARSHAL FOR APPROVAL BY THE 15TH OF EACH MONTH. COMPLIANCE WITH THIS PROVISION MANDATORY FOR PROPER PAYMENT TO THE FIRE DEPARTMENT REQUESTING PAYMENT. FAILURE TO COMPLY MAY RESULT IN NON-REIMBURSEMENT.

6. TERMINATION

- A. County may terminate this contract, in whole or in part, at any time if County determines that cause exists for such termination. The party requesting termination shall give written notice sixty (60) days prior to the date of termination. The notice shall state the reason for termination and the portion of the contract to be terminated.
- B. County may immediately suspend performance of this contract, without advance notice to Department, if County identifies possible instances of fraud, abuse, fiscal mismanagement, or other serious deficiencies in Department's performance.
- C. The suspension or termination of this contract by County shall not relieve Department of any of their existing liability to County.

7. COMMITMENT OF CURRENT REVENUE

Pursuant to Article XI Section 5 of the Texas Constitution and Section 271.903 of the Local Government Code, the County retains the continuing right to terminate this contract at the expiration of each budget period. This contract is conditioned on the best efforts attempt of the County to obtain and appropriate funds within each budget period for the payment of the contract.

8. COMPLIANCE WITH LAW

The Department shall comply with all regulations applicable to volunteer fire departments as applicable and with all federal, state and local laws and regulations applicable to this contract. In the event of a conflict between such laws and regulations and the terms of this contract, precedence shall be given to the laws and regulations.

9. ENTIRE CONTRACT

This Contract incorporates all of the agreements, covenants and understandings between the Parties thereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Contract. No other prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Contract. Each party acknowledges that it was represented by competent counsel of its own choosing regarding the negotiation and execution of this Contract.

10. LIABILITY: NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, the parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement and any amendment hereto. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of any other party or any of the other party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss or damage that occurs as a consequence of the performance of this Agreement.

It is expressly understood and agreed that under this Agreement none of the parties waive, nor shall any party be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

11. VENUE

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. This Contract is wholly performable and enforceable in Liberty County, Texas where venue of any dispute arising hereunder shall lie.

Signed this the _____ day of _____, 2013.

Craig McNair, County Judge

City of Liberty Fire Department,
President

Jim Wilson, County Fire Marshal

EXHIBIT "A"

INCIDENT TYPE	RATE
STRUCTURE	\$ 450.00
VEHICLE FIRES OR ACCIDENT	\$ 300.00
VEGETATION CROP FIRES	\$ 350.00
TRAFFIC CONTROL	\$ 200.00
LANDING ZONE	\$ 200.00
SEARCH AND RESCUE (per incident)	\$ 200.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.14

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 2626)

DOC ID: 2626

INTER-LOCAL AGREEMENT
COUNTY OF LIBERTY and CITY OF LIBERTY

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This agreement is between Liberty County, Precinct 1, hereinafter called "County," and the City of Liberty, hereinafter called "City."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state; and

WHEREAS, the County and City are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the City has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the City to promptly supply; and

WHEREAS, the County has streets, roads, ditches and recreational areas which require maintenance which at times exceed temporarily the ability of the County to promptly supply; and

WHEREAS, the County has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; and

WHEREAS, the City has manpower, equipment and other resources to maintain streets, roads, ditches and recreational areas; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment and other resources; and

WHEREAS, the parties executed an Interlocal Agreement on October 23, 2012; and

WHEREAS, The Tex. Gov. Code, §791.014 requires the Commissioners Court of a county give written approval of a specific project;

NOW THEREFORE, the County and City in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of the County and City, promise and agree to the work identified below:

1. The County agrees to provide manpower, equipment and other resources to the City for the maintenance of Candelier Road.

2. The City agrees to provide manpower, equipment and other resources to the County for the maintenance of the Sallyport driveway located within the fenced area at the Liberty County Jail.
3. The terms and conditions of the Interlocal Agreement dated October 23, 2012, are hereby incorporated into this Interlocal Agreement.

Executed on this the _____ day of _____, 2013, by Craig McNair, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____, 2013, by Mike McCarty, Commissioner Precinct 1, on behalf of Liberty County, Texas, after approval by Commissioners Court.

Executed on this the _____ day of _____, 2013, by the City Manager, on behalf of the City of Liberty, Texas, after approval by City Council.

COUNTY OF LIBERTY

CITY OF LIBERTY

Craig McNair, Liberty County Judge

Gary Broz, Liberty City Manager

Mike McCarty, Comm. Precinct 1

ATTEST:

Paulette Williams, Liberty Co. Clerk

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.15

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Property Sale

COUNCIL ACTION (ID # 2627)

DOC ID: 2627



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.16

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 2628)

DOC ID: 2628

EXPLANATION:

Mr. Charles Wiggins, First Liberty National Bank has requested placement of the Liberty Bell in the lobby of the Bank, in honor of the Bank's 100 Anniversary Celebration in 2013.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.17

Meeting: 02/12/13 06:00 PM

Department: Administration
Category: Jubilee

RESOLUTION (ID # 2629)

DOC ID: 2629

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING THAT THE LIBERTY JUBILEE SERVES A PUBLIC PURPOSE AND AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF LIBERTY, TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF STATE RIGHT-OF-WAY DURING SAID LIBERTY JUBILEE.

WHEREAS, on March 22 and 23, 2013, the City of Liberty, Texas, will sponsor, promote, and conduct the Liberty Jubilee; and

WHEREAS, the Liberty Jubilee is an annual festival-type event offering a variety of entertainment and events in a family-oriented atmosphere for the citizens of Liberty and surrounding areas; and

WHEREAS, it is necessary to close certain street right-of-ways in the downtown area of the City of Liberty, Texas, during the Liberty Jubilee for the safety and convenience of those attending the event; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS:

Section 1. That City Council of the City of Liberty hereby finds that the Liberty Jubilee serves a public purpose.

Section 2. The City Council of the City of Liberty hereby authorizes the City of Liberty to enter into an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2011 Liberty Jubilee.

Section 3. The City Council of the City of Liberty hereby further consents to and authorizes its City Manager to negotiate and execute an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2012 Liberty Jubilee on behalf of the City of Liberty.

PASSED, APPROVED, AND RESOLVED this the 12th day of February, 2013.

Resolution (ID # 2629)
Page 2

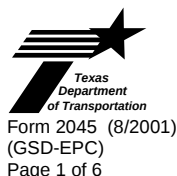
City Council Meeting

February 12, 2013

Carl Pickett, Mayor
City of Liberty, Texas

ATTEST:

Dianne Tidwell, City Secretary
City of Liberty, Texas



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

Agreement for the Temporary Closure of State Right of Way

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Liberty, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Loop 227, in Liberty County; and

WHEREAS, the City has requested the temporary closure of Loop 227 (Main St.) between Martin Luther King Drive and Trinity Street,
For the purposes of holding festivities during the 2013 Liberty Jubilee,
as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 12th day of February
2013 the Liberty City Council passed Resolution/Ordinance
No. -2013, attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TxDOT Temporary Rd. Closure Agreement 2013 (2629 : Jubilee-Main Street Closure)

WHEREAS, 43 Texas Administrative Code, § 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 Texas Administrative Code, § 22.12;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times; approximate number of people attending the Event; and equipment involved, shall be attached hereto and identified as "Exhibit C".

3. OPERATIONS OF THE EVENT

- A. The City shall assume all costs for the operations associated with the Event, to include but not limited to plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signing plans; traffic enforcement plans; and all other plans deemed necessary by the State.
- C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

- D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practical, restore the natural environment, including landscape features.

4. **OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

5. **TERMINATION**

- A. This agreement may be terminated by any of the following condition:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that uses of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligation as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligation and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein; the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

6. DISPUTES

Should disputes arise as to the party's responsibilities or additional work under this agreement, the State's decision shall be final and binding.

7. INDEMNIFICATION

To the extent permitted by law, the City shall indemnify and save harmless the State, its officers, employees, agents and contractors from all claims and liabilities due to the activities of the City, its officers, employees, agents and contractors performed under this agreement and which result from an error, omission or negligent act of the City, its officers, employees, agents or contractors. Additionally, to the extent permitted by law, the City shall save harmless the State, its officers, employees, agents and contractors from any and all expenses, including attorneys fees and court costs which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the City, their officers, employees, agents or contractors.

8. INSURANCE

- A. Prior to beginning any work upon the State's right of way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right of way.
- B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. Additionally, the City shall include the State as an additional insured under its self-insurance policy.

9. AMENDMENTS

Any changes in the time frame, character, and agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

City:

Gary Broz, City Manager

1829 Sam Houston Street

Liberty, Texas 77575

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF LIBERTY, TEXAS

February 13, 2013

Date

Gary Broz

Name of Requestor

City Manager

Title

Signature

(936) 336 - 3684

Area Code Telephone Number

Address

1829 Sam Houston

Liberty

City,

Texas

State

77575

Zip

ATTEST:

BY:

City Secretary

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Randy Redmond, P.E.

Typed, Printed or Stamped Name of District Engineer

Beaumont

District

Signature of District Engineer

By TxDOT Representative

Cory Taylor, Area Engineer

Name and Title of TxDOT Representative

Date

209 Layl Drive

Address

Liberty

City,

TX

State

77575

Zip

(936) 336 - 2244

Area Code Telephone Number