



# The City of Liberty City Council

## Regular Meeting

### ~ Agenda ~

1829 Sam Houston  
Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

Dianne Tidwell  
City Secretary  
(936) 336-3684

Tuesday, August 13, 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             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Councilperson Diane Huddleston | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Councilperson Dennis Beasley   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Councilperson Frank Jordan     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Councilperson Louie Potetz     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Councilperson Libby Simonson   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Councilperson David Arnold     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |
|                                |                          |                          |                          |         |
|                                |                          |                          |                          |         |
|                                |                          |                          |                          |         |

## 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 # 2771)

Recognition-Former Sam Rayburn Municipal Power Agency President Bruce Halstead

### B. Information Item (ID # 2772)

Project Updates - City Mgr. Gary Broz

### C. Information Item (ID # 2773)

Sam Rayburn Municipal Power Agency Update - Mayor Pickett

**VI. CONSENT AGENDA**

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

**A. Minutes Approval**

1. Tuesday, July 09, 2013
2. Wednesday, July 10, 2013
3. Tuesday, July 23, 2013
4. Thursday, July 25, 2013

**5. Resolution 2013-9**

Consider a Resolution Authorizing the City Manager to Enter into Agreements with the Texas Department of Transportation for Temporary Closure of Main Street During the Trinity Valley Fair & Exposition Parades.

- TVE Rd Closure Agreement Baby Parade 2013 (DOC)
- TVE Rd Closure Agreement Opening Day Parade 2013 (DOC)

**VII. REGULAR AGENDA****A. Regular Session****1. Council Action 2013-66**

Request by Mr. Byron Kuhl to Discuss Speeders on North Main Street, and Take Any Action Deemed Necessary.

- Kuhl Request (PDF)

**2. Council Action 2013-67**

Consider a Request for Variance, as Reviewed and Approved by the Planning and Zoning Commission, for Property Located at 2516 N. Main, and Take Any Action Deemed Necessary.

- Variance Request 2516 Main (PDF)
- Variance Request 2516 Main-Pics & Map (PDF)

**3. Council Action 2013-68**

Consider Award of Bid for the Texas Community Development Block Grant Sanitary Sewer Rehabilitation Program, Layl Sewer Project.

- CDBG Sewer Rehab Ltr. (PDF)
- CDBG Sewer Rehab-Layl Bid Tab (PDF)

**4. Council Action 2013-69**

Consider Award of Bid for the Texas Water Development Board Project, Phase 3.

- TWDB Sewer Rehab Phase 3 Ltr. (PDF)
- TWDB Sewer Rehab Phase 3 Bid Tab (PDF)

**5. Council Action 2013-70**

Consider Award of Proposal for Employee Group Life Insurance.

- Life Ins Bid Tab 2013 (PDF)
- Life Ins Proposal and Costs (PDF)

**6. Council Action 2013-71**

Consider Setting the Date, Time and Location for a Public Hearing on the Proposed Budget for Fiscal Year 2013-2014.

- 2013 BUDGET AND TAX RATE SCHEDULE (DOC)

**7. Council Action 2013-72**

Consider Approval of the Proposed Tax Rate for Fiscal Year 2013-2014.

**8. Council Action 2013-73**

Consider Setting the Date, Time and Location for Public Hearings on the Proposed Tax Rate for Fiscal Year 2013-2014.

- 2013 BUDGET AND TAX RATE SCHEDULE (DOC)

**9. Resolution 2013-10**

Consider Approval of a Resolution to Determine the Outcome of a Petition for a Local Option Election to Legalize the Sale of All Alcoholic Beverages, Including Mixed Beverages, in the City of Liberty. Considere De Aprobación a La Resolución Para Determiner El Resultado De Una Petición Para Elección De Opción Local Para Legalizer La Venta Legal De Todas Bebidas Alcohólicas Incluyendo Bebidas Mixtas En La Ciudad De Liberty.

**10. Ordinance 2013-7**

Consider Adoption of an Ordinance Ordering a Special Election/Local Option Election to be Held on Tuesday, November 5, 2013 for the Purpose of Submitting to the Voters a Proposition to Vote "FOR" or "AGAINST" the Legal Sale of All Alcoholic Beverages, Including Mixed Beverages, in the City of Liberty; and Authorizing a Joint Election Agreement and Election Services Contract by and Between the City of Liberty and the Liberty County Clerk. Considere Una Posibilidad De Aprobación a La Ordenanza Que Manda a Una Elección Especial/Elección De Opcion Local Que Tendra Lugar El Martes, El Dia 5 De Noviembre, 2013; Para El Proposito De Someter a Los Votantes La Proposición Para Votar "A FAVOR" O "EN CONTRA" La Venta Legal De Todas Bebidas Alcohólicas Incluyendo Bebidas Mixtas En La Ciudad De Liberty; Que Autoriza Un Acuerdo De Elecciones Conjuntas Y Un Contrato De Los Servicios De Elección Por Y Entre La Ciudad De Liberty Y La Secretario Del Condado De Liberty.

- Joint Elec Agreement & Elec Svs Contract Nov 2013 (DOCX)

**11. Ordinance 2013-8**

Consider Adoption of an Ordinance Amending the Code of Ordinances, Chapter 4, Article 4.07 Regarding Oil and Gas Wells, and Establishing Related Fees.

**12. Council Action 2013-74**

Discussion of Revisions to Chapter 3 of the Code of Ordinances Regarding Manufactured/Mobile Homes, and Take Any Action Deemed Necessary.

**B. Executive Session**

Government Code §551.071

Consultation with Attorney-Closed Session. Contemplated Litigation - Equipment Warranty Issues.

**C. Reconvene into Regular Session****1. Council Action 2013-75**

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

**VIII. ADJOURNMENT****A. Motion To: Adjourn**

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**CERTIFICATION**

*I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 9<sup>th</sup> day of August, 2013 at 5:00 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.*

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*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: 08/13/13 06:00 PM

Department: Administration  
Category: Recognitions

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### **INFORMATION ITEM (ID # 2771)**

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DOC ID: 2771



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

5.B

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Project Updates

### INFORMATION ITEM (ID # 2772)

DOC ID: 2772



## **The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

**5.C**

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Reports

### **INFORMATION ITEM (ID # 2773)**

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DOC ID: 2773



# The City of Liberty City Council

## Regular Meeting

~ Minutes ~

1829 Sam Houston  
Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

Dianne Tidwell  
City Secretary  
(936) 336-3684

Tuesday, July 9, 2013

6:00 PM

City Council Chambers

### I. CALL TO ORDER

| Attendee Name    | Title          | Status  | Arrived |
|------------------|----------------|---------|---------|
| Carl Pickett     | Mayor          | Present |         |
| Diane Huddleston | Councilperson  | Absent  |         |
| Dennis Beasley   | Councilperson  | Absent  |         |
| 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

Mayor Pickett passed on the Invocation.

### III. PLEDGE OF ALLEGIANCE

Mr. Tom Warner, City Engineer/Public Works Director led the pledge to the American and Texas flags.

### 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 thanked city employees and volunteers that worked or participated as a part of the City's Independence Day celebration. Mayor Pickett also read a thank you letter from one of the veterans that was honored at this event. In conclusion, Mayor Pickett commented that he and City Manager Gary Broz would be attending a meeting sponsored by the City of Dayton regarding the Hospital District and hospital concerns.

City Manager Gary Broz reported that a Budget Work Session would be held on Wednesday, July 10th at 6:00 p.m.

Minutes Acceptance: Minutes of Jul 9, 2013 7:00 PM (Minutes Approval)



## V. PRESENTATIONS / REPORTS

### A. Information Item (ID # 2740)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

Mr. Broz reported on various City projects to include the following:

- Environmental issues related to the new Police Department Project,
- Specifications ready to bid the Layl Sewer Project,
- Five of the six AC units are installed at the Cultural Center,
- Boomerang Substation Project is coming together,
- Three water main breaks due to ground shifting and a contractor boring a hole in a 14" pipe, and
- Street Extension Project to begin soon.

## 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.

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Libby Simonson, Councilperson             |
| <b>SECONDER:</b> | Frank Jordan, Councilperson               |
| <b>AYES:</b>     | Pickett, Jordan, Potetz, Simonson, Arnold |
| <b>ABSENT:</b>   | Diane Huddleston, Dennis Beasley          |

### A. Minutes Approval

1. Wednesday, June 12, 2013

## VII. REGULAR AGENDA

### A. Regular Session

#### 1. Information Item (ID # 2741)

Public Hearing on the 2012 Drinking Water Quality Report.

COMMENTS - Current Meeting:

At 6:20 p.m., Mayor Pickett opened the Public Hearing on the 2012 Drinking Water Quality Report. Tom Warner, City Engineer, stated that it is a requirement of the Texas Commission on Environmental Quality that the City's water be sampled and the results be reported to the citizens. Mr. Warner explained that there were no violations and the City's water exceeds EPA drinking water standards. Mr. Warner further explained that the City's water is obtained from a ground water source, the Gulf Coast Aquifer.

After brief discussion of related issues, Mayor Pickett closed the Public Hearing at 6:32 p.m.

**ATTACHMENTS:**

- CCR Rpt Pg 1 (PDF)
- CCR Rpt Pg 2 (PDF)

**2. Ordinance 2013-6**

Consider Adoption of an Ordinance Amending the Code of Ordinances, Chapter 3, Amending Location Restrictions for Mobile/Manufactured Homes.

**COMMENTS - Current Meeting:**

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

"AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 3, AMENDING LOCATION RESTRICTIONS, PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

City Attorney Randy Gunter explained that previous discussion was held regarding the City's manufactured home ordinance, with several issues not being aligned with State law. Mr. Gunter explained that the two issues were:

1. The City's current ordinance requires that for the one-time replacement clause, a manufactured home must be a double-wide. That is not a State statute, and
2. Also regarding the one-time replacement, State law provides that replacing a manufactured home in the case of fire or natural disaster, does not count as the one-time replacement. Mr. Gunter explained that this was also the intent of the current ordinance, but has provided clarification on this matter in the amended ordinance.

After further discussion, a motion was made to adopt the amended ordinance.

|                |                                           |
|----------------|-------------------------------------------|
| <b>RESULT:</b> | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>  | Frank Jordan, Libby Simonson              |
| <b>AYES:</b>   | Pickett, Jordan, Potetz, Simonson, Arnold |
| <b>ABSENT:</b> | Diane Huddleston, Dennis Beasley          |

**3. Council Action 2013-51**

Consider Award of Bid for Two Vehicles for the Water/Wastewater Department.

**COMMENTS - Current Meeting:**

Mr. Broz reported that the City had let bids for two vehicles (pole digger and small bucket truck) for the Water & Wastewater Department. Two bids were received, with the low bid from BJ Ford. Bid amounts were \$19,561 for the 1/2 Ton truck and \$25,987 for the 3/4 Ton truck. Mr. Broz requested that the budgeted amounts of \$19,000 and \$25,000 be transferred to the Fixed

Asset Fund, with the vehicles to be paid for from that fund. The bid amounts are \$1539.00 over budget.

Motion was made to transfer the budgeted funds to the Fixed Asset Fund and award the bid to BJ Ford.

**ATTACHMENTS:**

- Bid Tab-Vehicles 2013 (PDF)

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Libby Simonson, Councilperson             |
| <b>SECONDER:</b> | David Arnold, Councilperson               |
| <b>AYES:</b>     | Pickett, Jordan, Potetz, Simonson, Arnold |
| <b>ABSENT:</b>   | Diane Huddleston, Dennis Beasley          |

#### 4. Council Action 2013-52

Consider Award of Bid for Power Line Right-Of-Way Clearance and Tree Trimming.

**COMMENTS - Current Meeting:**

Public Works Director Tom Warner reported on the process of applications for pre-qualification and bidding on power line right-of-way clearance and tree trimming. Mr. Warner stated that two bids were received; ABC Tree Service and Asplundh. After hourly rates and equipment rates were reviewed, Asplundh was the low bidder and within the \$60,000 budget for this service. Mr. Warner reported that the goal is to trim the feeders on a regular basis and address every service line, every three years. Mr. Warner further stated that Management's recommendation is to award the bid to Asplundh, with a contract start date of August 1.

After discussion of related topics, a motion was made to award the bid to Asplundh for an annual contract price of \$23,013.00.

At 7:13 p.m., Mayor Pickett recessed the meeting for a short break. At 7:18 p.m., Mayor Pickett reconvened the meeting.

**ATTACHMENTS:**

- Tree Trimming July 2013 (PDF)

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | David Arnold, Councilperson               |
| <b>SECONDER:</b> | Frank Jordan, Councilperson               |
| <b>AYES:</b>     | Pickett, Jordan, Potetz, Simonson, Arnold |
| <b>ABSENT:</b>   | Diane Huddleston, Dennis Beasley          |

#### 5. Council Action 2013-54

Consider Award of Bid for Installation of Poles and Overhead Wires at the New Boomerang Substation.

**COMMENTS - Current Meeting:**

Mr. Broz reported that this agenda item is related to pole placement and construction of the 138KV Overhead Line for the Boomerang Substation Project. Mr. Broz stated that Nowlin & Associates received a quote from E.P. Breau, in the amount of \$124,170, also receiving

another vendor quote for \$250,000. Mr. Broz recommends the proposal from E.P. Breaux to complete this project. This work will include taking the wire from the Liberty Substation across the driveway and into the Boomerang Substation. Further discussion included review of the project construction budget and information on the circuit breaker that was built in Germany, and is currently in transit.

Mr. Broz stated that he recently learned there will be two change orders for Council's consideration, and if approved, would leave approximately \$21,000 in the project budget at the time of completion.

A motion was made to approve the expenditure of \$124,170.00 for pole placement and construction of the overhead line, by E.P. Breaux.

**ATTACHMENTS:**

- Bid Tab Material Install Boomerang (PDF)

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

## 6. Council Action 2013-53

Consider Voluntary Annexation for the Property Described as 000330 WM Phelps. Tract 1, Acres 355.063, CAD Prop ID: 26889 and CAD Geo ID: 000330-000000-011, and Take Any Action Deemed Necessary.

**COMMENTS - Current Meeting:**

Councilperson Jordan reported that the City's Community Development Advisory Board has been working diligently on annexation. Councilperson Jordan stated that the property of discussion is owned by Mr. John DeLoach and is described as 000330 WM Phelps, Tract 1, Acres 355.063, CAD Prop ID 26889 and CAD Geo ID 000330-000000-011. A portion of the property is currently located inside the City limits, and that the proper documents have been executed to for this property to be voluntarily annexed into the City. Councilperson Jordan stated that the proposed 355 acre tract is to be developed into an industrial park, and that the formal designation of such will come before Council at a later date.

A motion was made to accept the voluntary annexation of the John DeLoach property as described.

**ATTACHMENTS:**

- Voluntary Annexation 2013 (PDF)

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

## 7. Council Action 2013-56

Reconsider Sale of Property Located at 430 Melonson Street, and Take Any Action Deemed Necessary.

**COMMENTS - Current Meeting:**

City Attorney Randy Gunter explained that the property described as 430 Melonson Street was city-owned property that was recently put out for bid. An adjoining property owner bid \$2400 and was awarded the property. However, the bidder was unable to obtain title insurance, as the survey records were conflicting, and no clear title would be issued. The bidder states that it is their desire to no longer acquire the property if it is uninsurable. No deed has been released to the bidder.

A motion was made to permit the bidder to withdraw the bid and return the \$2400.00.

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Libby Simonson, Councilperson             |
| <b>SECONDER:</b> | David Arnold, Councilperson               |
| <b>AYES:</b>     | Pickett, Jordan, Potetz, Simonson, Arnold |
| <b>ABSENT:</b>   | Diane Huddleston, Dennis Beasley          |

**8. Information Item (ID # 2750)**

Discussion of a "No Smoking in Public Buildings" Ordinance for the City of Liberty.

**COMMENTS - Current Meeting:**

Mayor Pickett reported that this issue had previously been discussed, and that he has a preference for adopting an ordinance addressing this issue. After brief discussion, it was decided that City Attorney Randy Gunter will research this issue and return to Council with samples of ordinances from other municipalities.

**9. Information Item (ID # 2751)**

Discussion of an Ordinance Prohibiting Texting and Cell Phone Usage While Operating a Motor Vehicle in the City of Liberty.

**COMMENTS - Current Meeting:**

Mayor Pickett reported that the issue of texting and cell phone usage had also previously been discussed, and that the Legislature had taken no action. However, Mayor Pickett stated that does negate the fact that action could be taken on the local level. Brief discussion was held regarding the issue of distracted driving, with the consensus that City Attorney Randy Gunter will research this issue and return to Council with samples of ordinances from other municipalities

**B. Executive Session**

Government Code §551.071

Private Consultation with Attorney on all subjects or matters authorized by law.

1. Consider legal advice regarding items specifically listed on the agenda.

Government Code §551.072- Deliberation Regarding Real Property.

Government Code §551.071 - Private Consultation with Attorney on all subjects or matters authorized by law.

2. Discussion to deliberate the purchase, exchange, lease, or value of real property.

At 7:48 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

**C. Reconvene into Regular Session**

At 8:30 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

**1. Resolution (ID # 2748)**

Consider a Resolution to Revoke Prior Authorization, If Any, for the Railroad to Pass through the City of Liberty.

**RESULT: NO ACTION TAKEN**

**2. Ordinance (ID # 2749)**

Consider Adoption of an Ordinance Amending Chapter 12 of the City's Code of Ordinances Granting the City Authority to Charge a Toll for Railroads that Cross City Owned Streets.

**RESULT: NO ACTION TAKEN**

**3. Council Action 2013-55**

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

COMMENTS - Current Meeting:

A motion was made to accept the offer of Fair Market Value for the sale of property located on Sam Houston Street.

**RESULT: APPROVED [3 TO 1]**  
**MOVER:** Libby Simonson, Councilperson  
**SECONDER:** Louie Potetz, Councilperson  
**AYES:** Louie Potetz, Libby Simonson, David Arnold  
**NAYS:** Frank Jordan  
**ABSTAIN:** Carl Pickett  
**ABSENT:** Diane Huddleston, Dennis Beasley

**VIII. ADJOURNMENT**

**A. Motion To:** Adjourn

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\_\_\_\_\_  
 Carl Pickett, Mayor

ATTEST:

\_\_\_\_\_

Minutes Acceptance: Minutes of Jul 9, 2013 7:00 PM (Minutes Approval)

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jul 9, 2013 7:00 PM (Minutes Approval)



# The City of Liberty City Council

## Work Session

~ Minutes ~

1829 Sam Houston  
Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

Dianne Tidwell  
City Secretary  
(936) 336-3684

Wednesday, July 10, 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  | Absent  |         |
| Frank Jordan     | Councilperson  | Present |         |
| Louie Potetz     | Councilperson  | Present |         |
| Libby Simonson   | Councilperson  | Present |         |
| David Arnold     | Councilperson  | Absent  |         |
| Gary Broz        | City Manager   | Present |         |
| Dianne Tidwell   | City Secretary | Present |         |

## II. WORK SESSION

### 1. Information Item (ID # 2739)

Discussion of the Proposed Budget for Fiscal Year 2013-2014.

COMMENTS - Current Meeting:

A lengthy discussion was held regarding the proposed budget for Fiscal Year 2013-2014. Discussed were sales tax revenues, current projects, major City issues, Central Appraisal District preliminary information on property valuations, budget revenue figures, and salary increases for employees.

The proposed M&O rate is to remain at 0.3487, with the I&S rate to remain at 0.2413, for 0.5900 per \$100 property valuation. Also reviewed was the City's current outstanding debt by series. Those seven series are as follows:

- C/Os Series 2004 - New Fire Station and City Hall
- Comb. Tax & Rev. C/Os Taxable Series 2010 - Boomerang Substation
- Comb. Tax & Rev. C/Os Series 2010A - Meters, Equipment, Water System
- GO Ref. Bds. Series 2012 - Refunding of 04 Bonds
- Tax & Rev C/Os Series 2007 - Texas Water Development Board
- GO Ref. Bds. Series 2010 - 96 Refunding Issue
- Comb. Tax & Rev. C/Os Series 2012 - New Police Station

Minutes Acceptance: Minutes of Jul 10, 2013 7:00 PM (Minutes Approval)



At 7:18 p.m., Mayor Pickett recessed the work session for a short break. At 7:28 p.m., the work session was reconvened.

Further discussion included a department by department budget review of proposed revenues and expenditures, capital requests, and the Master Fee Schedule.

### III. ADJOURNMENT

#### 1. Motion To: Adjourn

##### COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:41 p.m.

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\_\_\_\_\_  
Carl Pickett, Mayor

ATTEST:

\_\_\_\_\_  
Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jul 10, 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](http://www.cityofliberty.org)

Dianne Tidwell  
City Secretary  
(936) 336-3684

Tuesday, July 23, 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 |         |
| Brandon Davis    | City Counsel   | Present |         |

### II. 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.

City Manager Gary Broz reported that he had received the executed Fire Protection Services Agreement from Liberty County.

Mayor Pickett inquired if any member of Council was interested in participating in the First Monday Radio Program at KSHN Radio.

### III. PRESENTATIONS / REPORTS

#### A. Information Item (ID # 2757)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

There were no project updates for this meeting. However, Mayor Pickett complimented City Manager Gary Broz on his presentation to the Rotary Club regarding the status of City projects.

#### B. Information Item (ID # 2758)

Minutes Acceptance: Minutes of Jul 23, 2013 7:00 PM (Minutes Approval)

## SRMPA Update - Mayor Pickett

## COMMENTS - Current Meeting:

Mayor Pickett reported that Mr. Broz had recently attended his first meeting of the SRMPA Board of Directors, as a Board Member. Mayor Pickett further reported that the Board has been working with Entergy to provide a tie-in at the Beaumont Substation as a result of T3 transformer issues. Due to a lengthy repair time, Mayor Pickett confirmed that Entergy has made assurances that it can provide an emergency tie-in within twenty-four hours, if necessary.

The Mayor reported that the Agency's financial situation is very good and is doing well with the Cambridge Project.

**C. Information Item (ID # 2759)**

## H-GAC Update - Councilperson Jordan

## COMMENTS - Current Meeting:

Councilperson Jordan, Liberty County representative to the Gulf Coast Economic Development District, reported that he would be meeting with Liberty County Judge Craig McNair, in regard to remaining H-GAC grants. Councilperson Jordan suggested that it might be more feasible to apply for these grants as a County, due to population figures, enhancing the probability that a grant be received. It was further stated that there might be certain common projects whereby the County receives the grant and re-allocates funds to the various cities.

City Manager Gary Broz reported that while filling in on one of these meetings, in Councilperson Jordan's absence, he was asked to make a presentation on the Liberty Municipal Airport. This presentation will take place at the October Meeting.

**D. Information Item (ID # 2760)**

## Financial Report - Finance Dir. N. Herrington

## COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on year-to date revenues and expenditures of the various funds, as of June 30, 2013. Ms. Herrington stated that expenses are being monitored and well controlled, and that the General Fund is doing well despite no transfers having been made from the Electric Fund. However, a transfer/s will take place prior to the end of the fiscal year.

Ms Herrington further reported that sales tax and property tax revenues were above budgeted amounts.

**IV. 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.

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                    |
| <b>MOVER:</b>    | Dennis Beasley, Councilperson                                  |
| <b>SECONDER:</b> | Diane Huddleston, Councilperson                                |
| <b>AYES:</b>     | Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold |

### 1. Council Action 2013-57

Consider Approval of Change Order No. 1 to the Contract with E.P. Breaux for the Boomerang Substation Project, and Take Any Action Deemed Necessary.

**COMMENTS - Current Meeting:**

This change order was to modify the design/construction on a CT stand and components, in the amount of \$3608.45.

**ATTACHMENTS:**

- Breaux CO #1 (PDF)

## V. REGULAR AGENDA

### A. Regular Session

#### 1. Council Action 2013-58

Consider a Request for Funds from the Executive Director of Bridgehaven Children's Advocacy Center.

**COMMENTS - Current Meeting:**

Ms. Paula Barron, Executive Director of Bridgehaven Children's Advocacy Center addressed the Council regarding funding needs for the Center. Ms. Barron explained that the Center is a non-profit organization that was created to help minimize the trauma associated with child abuse investigations. Ms. Barron reported that the organization works closely with law enforcement agencies from Liberty and Chambers Counties to protect and defend the victims. Discussed were the various services provided by the agency to include forensic interviews, counseling, family advocates for court, and with no charge to the victim and family for any of these services. Ms. Barron reported that the Center holds fundraisers and accepts donations, but many of their funding sources have been reduced. Ms. Barron reported that they do receive some support from Liberty and Chambers Counties, recently received a commitment of \$3000 from the City of Dayton, and would appreciate any assistance that the City of Liberty could provide.

At the conclusion of the discussion, Council consensus was to deliberate this issue at the upcoming budget work session and get with Ms. Barron in the near future.

**ATTACHMENTS:**

- Bridgehaven Request 2013 (PDF)

|                |                        |
|----------------|------------------------|
| <b>RESULT:</b> | <b>NO ACTION TAKEN</b> |
|----------------|------------------------|

#### 2. Council Action 2013-59

Consider a Request from the Liberty County Central Appraisal District to Place a Back-Up Generator on the East Side of Their Facility, and Take Any Action Deemed Necessary.

## COMMENTS - Current Meeting:

Mr. Alan Conner, Chief Appraiser for the Liberty County Central Appraisal District addressed Council regarding a request to place a back-up generator on the east side of their facility, along Fannin Street. Mr. Connor explained that the request is due to the equipment being placed in the street right-of-way, and will be only used to supply power to the computer server room, phone system, and security lights when the power is out.

A motion was made to grant the request allowing the CAD to place the generator in the street right-of-way.

## ATTACHMENTS:

- CAD Generator Info (PDF)

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                    |
| <b>MOVER:</b>    | Frank Jordan, Councilperson                                    |
| <b>SECONDER:</b> | Libby Simonson, Councilperson                                  |
| <b>AYES:</b>     | Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold |

**3. Council Action 2013-60**

Consider Award of Bid for Group Dental and Medical Insurance.

## COMMENTS - Current Meeting:

Mr. Julian Fontana, Texas Municipal League Intergovernmental Employees Benefits Pool, addressed Council regarding the City's group medical insurance. Mr. Fontana reviewed the City's self-funded program and the TML Pool, explaining that the major difference is who administers the program. Currently, TML is the City's third-party administrator and with the Pool, TML would be the Plan Administrator. The insurance is currently through United Healthcare. Mr. Fontana remarked that with the Pool, members have common guidelines and any differences between the Pool and the self-funded plan are minor and very comparable.

Lengthy discussion was held regarding deductibles, co-pays, prescriptions, benefit plans, stop loss re-insurance, rate stability, and other related information. Mr. Broz reported that management will be working with Mr. Fontana and TML to obtain costs to see what direction the Council would like to take with respect to which type of plan to put in place.

No formal action was taken.

|                |                        |
|----------------|------------------------|
| <b>RESULT:</b> | <b>NO ACTION TAKEN</b> |
|----------------|------------------------|

**4. Council Action 2013-61**

Consider Ratifying the Liberty Community Development Corporation's Action Regarding Right-Of-Ways for the Street Extension Project, and Take Any Action Deemed Necessary.

## COMMENTS - Current Meeting:

Mr. Broz reported that the LCDC had voted to begin the street extension project, and in regard to this project a handout was presented that included current right-of-way acquisition information, a construction cost estimate, and road construction timeline. Mr. Broz reviewed these documents and further discussion was held regarding the status of right-of-way acquisitions and right-of-way property not yet acquired.

Mr. Broz reported that the right-of-way acquisition was complete all the way to the Wickliff property at the Bypass. Mr. Broz proposed to LCDC that Phase 1 of the road begin at Lakeland Drive and build in an eastward direction, in order to accommodate the business that is currently ready to locate on the new road. Mr. Broz reviewed the specifics of the project to include a 3-lane concrete road expandable to five lanes, curb and gutter, underground electricity, water and sewer capacity, street lights, etc. Mr. Broz also referred to the Right-of-Way and Construction Cost Estimate document for the project from Lakeland to the Bypass, in the amount of \$4,663,692.

At this time, Mayor Pickett opened the agenda item regarding funding options for this project. After discussion of the proposed funding, the Mayor reopened this item (#4) and called for a vote. A motion was made to ratify the LCDC's action of the project approval, also approving the route and construction as shown on the map.

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                    |
| <b>MOVER:</b>    | Diane Huddleston, Councilperson                                |
| <b>SECONDER:</b> | Dennis Beasley, Councilperson                                  |
| <b>AYES:</b>     | Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold |

## 5. Council Action 2013-62

Consider Ratifying the Liberty Community Development Corporation's Action Regarding Funding Options for the Street Extension Project, and Take Any Action Deemed Necessary.

### COMMENTS - Current Meeting:

The City's Financial Advisor, Bob Henderson, addressed Council regarding funding for the Street Extension Project. Mr. Henderson began by stating the Corporation is sound and has no financial issues. Mr. Henderson recommended the issuance of Sales Tax Revenue Bonds, in the amount of \$3,500,000, and a \$1.5 million cash contribution from the LCDC's fund balance of \$2.7 million. Discussion was held regarding the average annual debt service of \$254,330, for twenty years with a 10-year par call, and with interest calculated at 4%.

Lengthy discussion was held regarding interest rates, cash flow, the issuance process, estimated issuance cost of \$61,000, underwriting firms, private placement and other related information.

A motion was made to ratify the LCDC's action approving issuance of the Sales Tax Revenue Bonds for the Street Extension Project, in the amount of \$3,500,000, as presented by Mr. Bob Henderson..

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                    |
| <b>MOVER:</b>    | David Arnold, Councilperson                                    |
| <b>SECONDER:</b> | Dennis Beasley, Councilperson                                  |
| <b>AYES:</b>     | Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold |

## 6. Council Action 2013-63

Consider Ratifying the Liberty Community Development Corporation's Action Regarding an Engineering Proposal for the Design and Bid of the Street Extension Project, and Take Any Action Deemed Necessary.

**COMMENTS - Current Meeting:**

City Manager Gary Broz presented to Council the Professional Services Agreement with CivilCorp, for final design engineering services for the Street Extension Project. Mr. Broz reported that this document addresses the design, bid, permitting, cost, and other issues related to this project. Phase 1 of this project, approximately 4700' in length, will include a 3-lane pavement section and sanitary sewer lines from the SH 146 By-pass to Lakeland Avenue. The contract price is \$359,000 or 7.5% of the project cost.

A motion was made to ratify LCDC's action and approve the contract with CivilCorp to provide all design services required for Phase 1.

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                    |
| <b>MOVER:</b>    | Dennis Beasley, Councilperson                                  |
| <b>SECONDER:</b> | Diane Huddleston, Councilperson                                |
| <b>AYES:</b>     | Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold |

## 7. Resolution 2013-8

Consider a Resolution in Support of a Proposal by Entergy Texas, Inc. Regarding Change of Ownership and Control of Transmission Business, Transfer of Certification Rights, and Related Relief with the Public Utilities Commission of Texas.

**COMMENTS - Current Meeting:**

Mr. Broz reported on a Resolution supporting Entergy and ITC Holding's proposed transfer, merger, and spin-off of transmission business from Entergy Texas to ITC Holdings. Mr. Broz explained that Liberty is part of a group of cities, represented by the Lawton Law Firm, Austin, Texas, that urged Entergy to agree to lesser terms, to further the transfer process.

A motion was made to approve the Resolution.

**ATTACHMENTS:**

- Entergy Letter-Merger (PDF)
- Entergy Merger Attachment (PDF)

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                    |
| <b>MOVER:</b>    | Diane Huddleston, Councilperson                                |
| <b>SECONDER:</b> | Dennis Beasley, Councilperson                                  |
| <b>AYES:</b>     | Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold |

## 8. Council Action 2013-64

Consider Approval of an Expenditure to Remount and Refurbish a Frazer Type 1 12' Generator Powered Module Onto a New Ford F-350 Diesel Chassis, and Take Any Action Deemed Necessary.

**COMMENTS - Current Meeting:**

Mr. Broz reported that the proposed expenditure of \$96,500 is for the remount and refurbishing of the City's oldest ambulance. The remount will take the current box and place it on a new

2014 Ford diesel chassis. Mr. Broz stated that this expenditure is to be paid from the Fixed Asset Fund, with repayment to this same fund beginning in the new fiscal year, as delivery time is 120 days.

After brief discussion, a motion was made to approve the expenditure of \$96,500, and repayment of such to the Fixed Asset Fund beginning in FY 2013-2014.

**ATTACHMENTS:**

- Frazer Remount 2013 (PDF)

|                  |                                                                |
|------------------|----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                    |
| <b>MOVER:</b>    | Frank Jordan, Councilperson                                    |
| <b>SECONDER:</b> | Dennis Beasley, Councilperson                                  |
| <b>AYES:</b>     | Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold |

**9. Council Action 2013-65**

Consider Revisions to the Oil and Gas Ordinance, and Take Any Action Deemed Necessary.

**COMMENTS - Current Meeting:**

Attorney Brandon Davis reported that along with management, the City's drilling ordinance was reviewed and several changes are proposed. Mr. Davis reviewed the necessary changes to include the following issues; seismic surveys, drilling in the floodway, noise restrictions, notices published in the newspaper, signs, paint color of operator's equipment, technical advisor, and various fees that need to be set. Mr. Davis stated that he will be looking into what other municipalities charge for fees.

Council is to review this information, consider fees, and the ordinance will be placed on a future agenda.

|                |                        |
|----------------|------------------------|
| <b>RESULT:</b> | <b>NO ACTION TAKEN</b> |
|----------------|------------------------|

**VI. ADJOURNMENT**

**Motion To:** Adjourn

**COMMENTS - Current Meeting:**

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:31 p.m.

\_\_\_\_\_  
Carl Pickett, Mayor

ATTEST:

\_\_\_\_\_



Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jul 23, 2013 7:00 PM (Minutes Approval)



# The City of Liberty City Council

## Work Session

~ Minutes ~

1829 Sam Houston  
Liberty, TX 77575  
[www.cityofliberty.org](http://www.cityofliberty.org)

Dianne Tidwell  
City Secretary  
(936) 336-3684

Thursday, July 25, 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 | Absent  |         |

## II. WORK SESSION

### 1. Work Session (ID # 2756)

Discussion of the Proposed Budget for Fiscal Year 2013-2014.

COMMENTS - Current Meeting:

A lengthy discussion was held regarding the proposed budget for Fiscal Year 2013-2014. Discussed were the following:

- further deliberation of each department's proposed revenues and expenditures,
- effective and rollback tax rates,
- taxable property values,
- proposal for the current property tax rate of \$0.5900 to remain the same,
- budgeted funds to increase employee salaries from the minimum to the mid-point,
- Fixed Asset Fund and repayment schedules,
- water sales and rates, and possible construction of a new well, storage tank and tower.

Also discussed were the electric, solid waste and debt service funds. The last item of discussion was the recent request from the Bridgehaven Children's Advocacy Center for funding assistance. Due to this agency working closely with the Liberty Police Department, consensus was to place a line item in the Police Department budget in the amount of \$3000.

## III. ADJOURNMENT

### 1. Motion To: Adjourn

## COMMENTS - Current Meeting:

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

.

\_\_\_\_\_  
Carl Pickett, Mayor

ATTEST:

\_\_\_\_\_  
Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jul 25, 2013 7:00 PM (Minutes Approval)



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

6.A.5

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Miscellaneous Issues

### RESOLUTION (ID # 2781)

DOC ID: 2781 A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, ESTABLISHING THAT THE TRINITY VALLEY FAIR & EXPOSITION, AND ITS RELATED EVENTS SERVE 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 TVE PARADES.

WHEREAS, on October 11 thru 19, 2013, the Trinity Valley Fair and Exposition (TVE) of Liberty County, Texas will sponsor, promote, and conduct its 105<sup>th</sup> annual event; and

WHEREAS, the TVE is an annual festival-type event offering a variety of entertainment and youth-oriented 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 TVE Baby Parade and TVE Opening Day Parade 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. The City Council of the City of Liberty hereby finds that the TVE 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 2013 TVE Baby Parade on October 12, 2013 and the Opening Day Parade on October 16, 2013.

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 2013 TVE Parades.

PASSED, APPROVED, AND RESOLVED this 13th day of August, 2013.

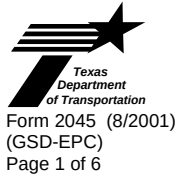
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Carl Pickett, Mayor  
City of Liberty, Texas

ATTEST:

---

Dianne Tidwell, City Secretary



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 between Jefferson Drive and Sam Houston Street,  
For the purposes of TVE Baby Parade,  
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 13th day of August 2013 the Liberty City Council passed Resolution/Ordinance No. \_\_\_\_\_, 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: TVE Rd Closure Agreement Baby Parade 2013 (RES-2013-9 : TVE Parades)

**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

209 Layl Drive

Liberty, TX. 77575

ATTN: Cory Taylor P.E., Area Engineer

City:

City of Liberty - Gary Broz, City Manager

1829 Sam Houston

Liberty, TX 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

**August 14, 2013**

Date

**Gary Broz**

Name of Requestor

**City Manager**

Title

Signature

**(936) 336 - 3684**

Area Code Telephone Number

**1829 Sam Houston**

Address

**Liberty**

City,

**TX**

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.

**Tucker Ferguson.P.E.**

Typed, Printed or Stamped Name of District Engineer

**Beaumont**

District

Signature of District Engineer

By TxDOT Representative

**Cory Taylor P.E., Area Engineer**

Name and Title of TxDOT Representative

Date

**209 Layl Drive**

Address

**Liberty**

City,

**TX**

State

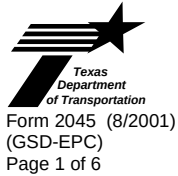
**77575**

Zip

**(936) 336 - 2244**

Area Code Telephone Number

Attachment: TVE Rd Closure Agreement Baby Parade 2013 (RES-2013-9 : TVE Parades)



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 between Jefferson Drive and Sam Houston Street,  
For the purposes of TVE Opening Day Parade,  
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 13th day of August  
2013 the Liberty City Council passed Resolution/Ordinance  
No. \_\_\_\_\_, 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: TVE Rd Closure Agreement Opening Day Parade 2013 (RES-2013-9 : TVE Parades)

**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. main, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation

209 Layl Drive

Liberty, TX. 77575

ATTN: Cory Taylor P.E., Area Engineer

City:

City of Liberty, Gary Broz City Manager

1829 Sam Houston

Liberty, TX 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

**August 14, 2013**

Date

**Gary Broz**

Name of Requestor

**City Manager**

Title

Signature

**(936) 336 - 3684**

Area Code Telephone Number

**1829 Sam Houston**

Address

**Liberty**

City,

**TX**

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.

**Tucker Ferguson, P.E.**

Typed, Printed or Stamped Name of District Engineer

**Beaumont**

District

Signature of District Engineer

By TxDOT Representative

**Cory Taylor P.E., 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

Attachment: TVE Rd Closure Agreement Opening Day Parade 2013 (RES-2013-9 : TVE Parades)



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.1

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Misc.

### COUNCIL ACTION (ID # 2774)

DOC ID: 2774



### REQUEST FOR PLACEMENT OF AN ISSUE ON A CITY COUNCIL AGENDA

Regular called meetings of the City Council are held on the second Tuesday of each month at 6:00 p.m.

Special called meetings are normally held on the fourth Tuesday of each month at 6:00 p.m., or on other dates as time allows.

The deadline for an issue to be placed on the next council agenda is the Wednesday prior to the council meeting. This form must be turned in by 5:00 p.m. on this day.

Date of Submission of Request 7/23/2013

Date of Council Meeting 8/13/2013

\*\*\*\*\*

Name Byron Kuhl

Street Address 3507 NORTH MAIN STREET

City Liberty State Texas Zip Code 77575

Telephone No. 2815155522 Fax No. \_\_\_\_\_

Please list below the issue that you wish to be brought before the Council.

LAW ENFORCEMENT - SPEEDERS ON N. MAIN

This request will be reviewed by the City Manager and the requestor will be notified regarding the above-mentioned topic being placed on an agenda.

\*\*\*\*\*

#### **For City Use Only**

Date this form given to the City Manager 9/24/13

Date requestor was notified 8-8-13

Comments WILL BRING DVD



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.2

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Variance Requests

### COUNCIL ACTION (ID # 2784)

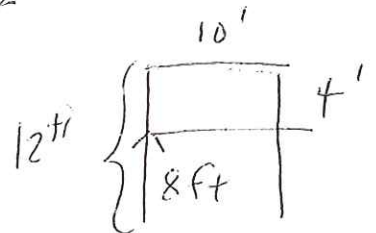
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DOC ID: 2784



**Sign Permit Application  
Inspection Department**

1. Date 07, 17, 2013
2. Job Address 2516 N Main Liberty, TX 77575
3. Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_
4. Name of Business Consignor's Corner, LLC (Susan Potetz)  
334-1268
5. Valuation of Work (Cost + Labor) \$600
6. Property Owner Potetz Home Center Phone 936.436.5717 Louise
7. Contractor Self Phone 936.436.5717 Potetz
8. Electrical Contractor (If Applicable) none
9. Class of Work ☒ New ☐ Reface ☐ Replace Existing
10. Sign Dimensions Length 10' Width 4' Total Sq. Ft. 40 ft<sup>2</sup>
11. Height of Sign 12' ft.
12. Sign Type ☒ Freestanding ☐ Wall ☐ Canopy ☐ Portable
13. Does sign have any electronic message boards? ☐ yes ☒ no
14. Plans attached ☐ Site Plan ☐ Wording on Sign
15. All Existing Buildings on the Property Potetz Home Center



Notice: Please Read Before Signing

48 hour minimum review period begins at 9:00 a.m. on the next working day after receipt of application. No work shall be performed, nor any fee accepted until permit is issued.

Applicant Signature Susan Potetz

Approved By \_\_\_\_\_

Application denied based on Section 2-A-6  
of sign ordinance in regards to off premises

Sherman.

R. Z. Libbert

07-18-2013



\* \* \* Communication Result Report ( Jul. 17. 2013 10:53AM ) \* \* \*

1) City Of Liberty

Date/Time: Jul. 17. 2013 10:52AM

| File No. Mode  | Destination | Pg(s) | Result | Page Not Sent |
|----------------|-------------|-------|--------|---------------|
| 6190 Memory TX | 3367761     | P. 1  | OK     |               |

## Reason for error

E. 1) Hang up or line fail  
 E. 3) No answer  
 E. 5) Exceeded max. E-mail size

E. 2) Busy  
 E. 4) No facsimile connection

Sign Permit Application  
Inspection Department

1. Date 07/17/2013
2. Job Address 2516 N Main Liberty, TX 77575
3. Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_
4. Name of Business Consignor's Corner, LLC (Susan Potetz)
5. Valuation of Work (Cost + Labor) \$600 334-1268
6. Property Owner Potetz Home Center Phone 936.436.5717 Louie
7. Contractor Self Phone 936.436.5717 Potetz
8. Electrical Contractor (if Applicable) None
9. Class of Work ☒ New ☐ Reface ☐ Replace Existing
10. Sign Dimensions Length 10' Width 4' Total Sq. Ft. 40 ft<sup>2</sup>
11. Height of Sign 12' ft.
12. Sign Type ☒ Freestanding ☐ Wall ☐ Canopy ☐ Portable
13. Does sign have any electronic message boards? ☐ yes ☒ no
14. Plans attached ☐ Site Plan ☐ Wordings on Sign
15. All Existing Buildings on the Property Potetz Home Center

Notice: Please Read Before Signing

48 hour minimum review period begins at 9:00 a.m. on the next working day after receipt of application. No work shall be performed until any fee accepted until permit is issued.

Applicant Signature Susan Potetz

Approved By \_\_\_\_\_

Application denied based on Section 2-A-6  
 of sign ordinance in regards to off premises  
 advertising. R. J. Miller 07-18-2013

## Consignor's Corner

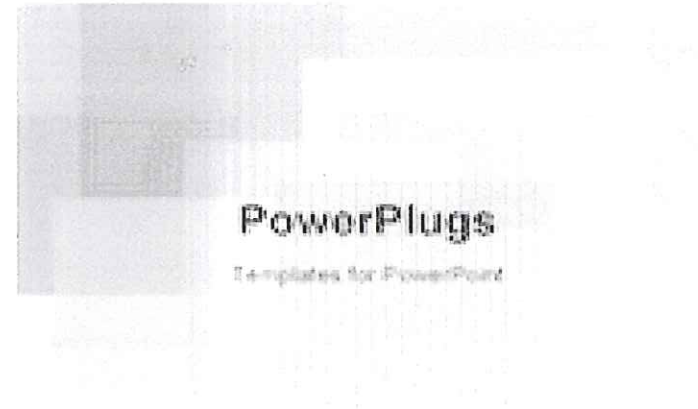
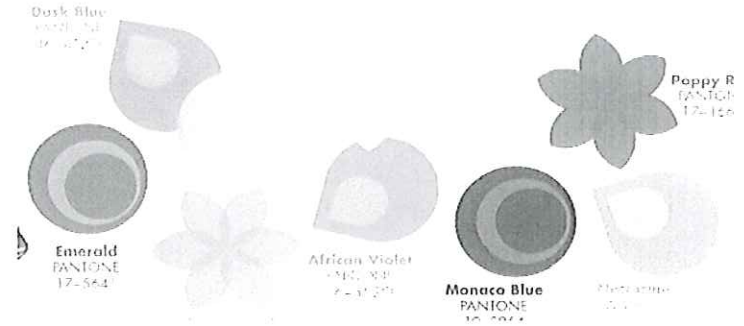
Home Furnishings & Family Apparel

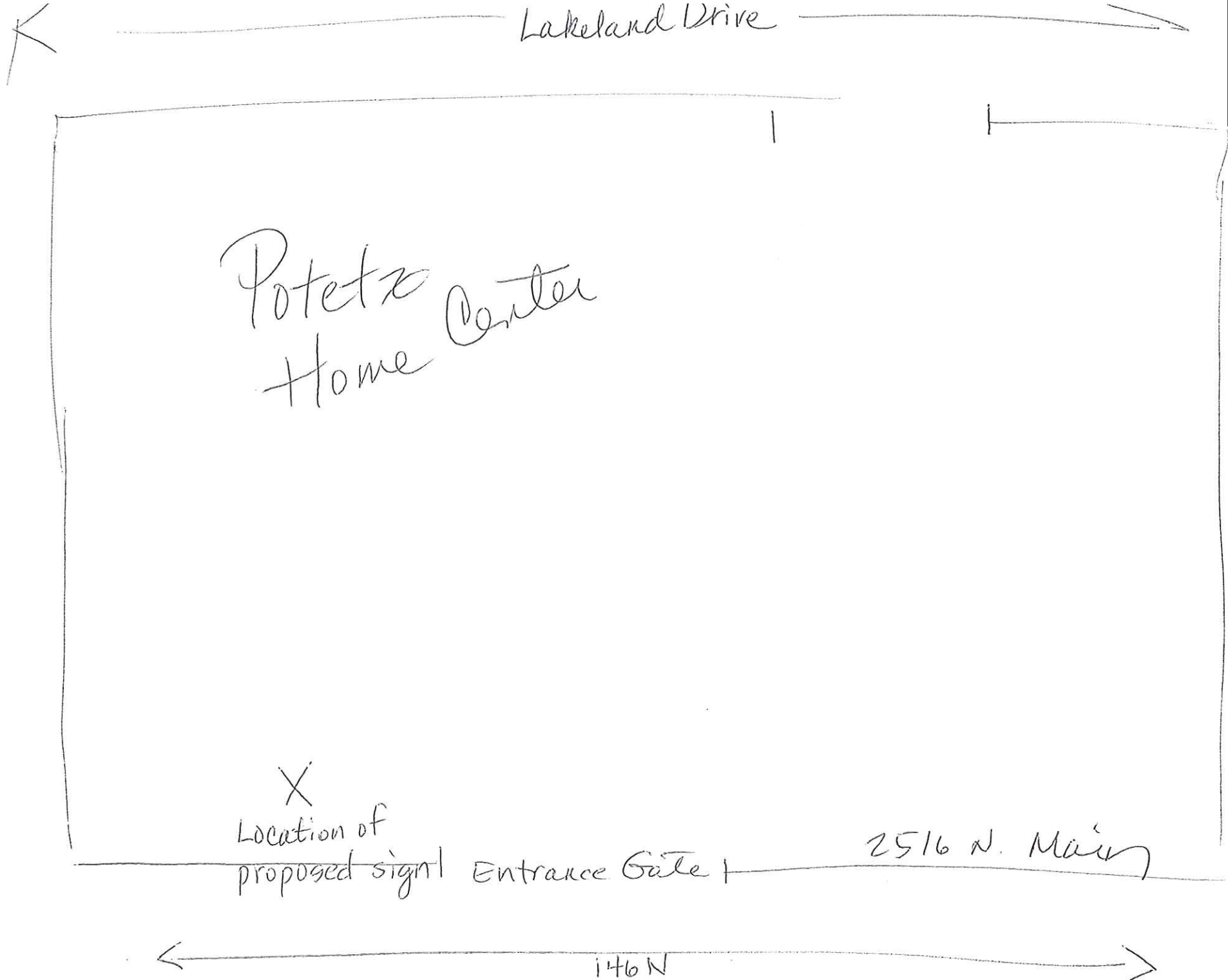
**Turn RIGHT on Hillside Drive**

## Consignor's Corner

Home Furnishings & Family Apparel

**Turn LEFT on Hillside Drive**









## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.3

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Bids

### COUNCIL ACTION (ID # 2775)

---

DOC ID: 2775



August 2, 2013

Mr. Tom Warner, P.E.  
Director of Public Works/City Engineer  
City of Liberty  
1829 Sam Houston  
Liberty, Texas 77575

Re: Recommendation of Award  
City of Liberty CWSRF No. 72124  
Wastewater Treatment Plant Improvements

Dear Mr. Warner,

Enclosed is a tabulation of bids, for the above referenced project, received on July 9, 2013. Schaumburg & Polk, Inc recommends award for the above referenced project be made to JTR Constructors, Inc. based on the lowest submitted base bid of \$990,900.

Sincerely,

Ricky J. Bourque, P.E.  
Vice President

Cc: Mr. Joe Koen, P.E., Texas Water Development Board  
SPI File: City of Liberty – 19002, Cont. No. 3 - Corr.

**BID TABULATION  
CITY OF LIBERTY  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
TWDB CWSRF 72124, CONT. NO. 3**

BID OPENING DATE: DAY Tuesday, July 9, 2013 at 2:30 p.m.

| Item                                 | Qty | Unit | Description                                                                                                                                                                                                         | JTR Constructors, Inc.<br>18484 Clay Rd<br>Houston, TX 77084<br>1-888-266-3488 |              | Allico<br>6720 College St.<br>Beaumont, TX 77707<br>409-860-4459 |                | T & C Construction, LTD.<br>5411 Killough<br>Houston, TX 77086-4011<br>281-445-1828 |              |
|--------------------------------------|-----|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------|------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------|--------------|
|                                      |     |      |                                                                                                                                                                                                                     | Unit Price                                                                     | Item Total   | Unit Price                                                       | Item Total     | Unit Price                                                                          | Item Total   |
| <b>Base Bid Items</b>                |     |      |                                                                                                                                                                                                                     |                                                                                |              |                                                                  |                |                                                                                     |              |
| <b>Wastewater Plant</b>              |     |      |                                                                                                                                                                                                                     |                                                                                |              |                                                                  |                |                                                                                     |              |
| 1.                                   | 1   | LS   | Mobilization costs, including payment bond, performance bond, insurance, job trailer, & moving equipment to project, all in strict accordance with plans & specifications; NOT TO EXCEED 3% OF BASE PROJECT BID for | \$30,000.00                                                                    | \$30,000.00  | \$30,000.00                                                      | \$30,000.00    | \$30,000.00                                                                         | \$30,000.00  |
| 2.                                   | 1   | LS   | Furnish all labor, materials, tools, & equipment to construct the WASTEWATER TREATMENT PLANT IMPROVEMENTS described as Base Bid all in strict accordance with plans & specifications for                            | \$851,400.00                                                                   | \$851,400.00 | \$1,011,591.85                                                   | \$1,011,591.85 | \$980,000.00                                                                        | \$980,000.00 |
| 3.                                   | 800 | LF   | Trench Safety System in accordance with the Technical Specification Item 2010 for,                                                                                                                                  | \$1.00                                                                         | \$800.00     | \$1.00                                                           | \$800.00       | \$1.25                                                                              | \$1,000.00   |
| 4.                                   | 250 | TONS | Base Material as required for road relocation and parking area expansion or as directed by Engineer, all in strict coformance with plans & specifications.                                                          | \$50.00                                                                        | \$12,500.00  | \$54.68                                                          | \$13,670.00    | \$80.00                                                                             | \$20,000.00  |
| 5.                                   | 500 | TONS | HMAC pavement including surface preparation, tack coat, asphalt, all in strict conformance with plans & specifications                                                                                              | \$75.00                                                                        | \$37,500.00  | \$126.00                                                         | \$63,000.00    | \$170.00                                                                            | \$85,000.00  |
| 6.                                   | 1   | LS   | Allowance for installation and connection of contacts and other points in field to SCADA system, all in strict conformance with plans & specifications                                                              | \$25,000.00                                                                    | \$25,000.00  | \$25,000.00                                                      | \$25,000.00    | \$25,000.00                                                                         | \$25,000.00  |
| <b>Washinton Street Lift Station</b> |     |      |                                                                                                                                                                                                                     |                                                                                |              |                                                                  |                |                                                                                     |              |
| 7.                                   | 42  | LF   | Excavate, remove and replace existing 30" RCP, all in strict accordance with plans & specifications for                                                                                                             | \$150.00                                                                       | \$6,300.00   | \$76.29                                                          | \$3,204.18     | \$300.00                                                                            | \$12,600.00  |
| 8.                                   | 44  | LF   | Furnish and install new 30" RCP, all in strict conformance with plans & specifications for,                                                                                                                         | \$250.00                                                                       | \$11,000.00  | \$53.93                                                          | \$2,372.92     | \$300.00                                                                            | \$13,200.00  |
| 9.                                   | 150 | TONS | Cement stabilized sand backfill as required for culvert installation, including headwall, all in strict coformance with plans & specifications.                                                                     | \$60.00                                                                        | \$9,000.00   | \$34.83                                                          | \$5,224.50     | \$60.00                                                                             | \$9,000.00   |
| 10.                                  | 20  | TONS | Limestone Base as required for road reconstruction, all in strict coformance with plans & specifications.                                                                                                           | \$50.00                                                                        | \$1,000.00   | \$71.48                                                          | \$1,429.60     | \$100.00                                                                            | \$2,000.00   |
| 11.                                  | 75  | TONS | 18" Rock as required for flow dissipation, all in strict coformance with plans & specifications.                                                                                                                    | \$60.00                                                                        | \$4,500.00   | \$64.18                                                          | \$4,813.50     | \$100.00                                                                            | \$7,500.00   |
| 12.                                  | 180 | SY   | Type I, Curlex Straw Mat placed in general conformance with plans, including seeding all in strict conformance with plans & specifications                                                                          | \$5.00                                                                         | \$900.00     | \$72.75                                                          | \$13,095.00    | \$20.00                                                                             | \$3,600.00   |
| 13.                                  | 1   | LS   | Site grading as required to achieve installation of road, rock and mat erosion protection, regrading of upper ditch section and general grades to plans, all in strict conformance with plans and specifications    | \$1,000.00                                                                     | \$1,000.00   | \$3,823.45                                                       | \$3,823.45     | \$20,000.00                                                                         | \$20,000.00  |

**BID TABULATION  
CITY OF LIBERTY  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
TWDB CWSRF 72124, CONT. NO. 3**

BID OPENING DATE: DAY Tuesday, July 9, 2013 at 2:30 p.m.

| Item                                        | Qty | Unit | Description                                                                                                                                                                                                               | JTR Constructors, Inc.<br>18484 Clay Rd<br>Houston, TX 77084<br>1-888-266-3488 |              | Alco<br>6720 College St.<br>Beaumont, TX 77707<br>409-860-4459 |                | T & C Construction, LTD.<br>5411 Killough<br>Houston, TX 77086-4011<br>281-445-1828 |                |
|---------------------------------------------|-----|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------|----------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------|----------------|
|                                             |     |      |                                                                                                                                                                                                                           | Unit Price                                                                     | Item Total   | Unit Price                                                     | Item Total     | Unit Price                                                                          | Item Total     |
| ALTERNATE NO. 1                             |     |      |                                                                                                                                                                                                                           |                                                                                |              |                                                                |                |                                                                                     |                |
| 14.                                         | 1   | LS   | Mobilization costs, including payment bond, performance bond, insurance, job trailer, & moving equipment to project, all in strict accordance with plans & specifications; NOT TO EXCEED 3% OF Alt. No. 1 PROJECT BID for | \$6,500.00                                                                     | \$6,500.00   | \$1,000.00                                                     | \$1,000.00     | \$5,000.00                                                                          | \$5,000.00     |
| 15.                                         | 1   | LS   | Furnish all labor, materials, tools, & equipment to construct the WASTEWATER TREATMENT PLANT IMPROVEMENTS described as Alt. No. 1 all in strict accordance with plans & specifications for                                | \$215,020.00                                                                   | \$215,020.00 | \$46,000.00                                                    | \$46,000.00    | \$207,000.00                                                                        | \$207,000.00   |
| TOTAL BASE BID (Items 1-13)                 |     |      |                                                                                                                                                                                                                           |                                                                                | \$990,900.00 |                                                                | \$1,178,025.00 |                                                                                     | \$1,208,900.00 |
| TOTAL ALTERNATE NO. 1 (Items 14-15)         |     |      |                                                                                                                                                                                                                           |                                                                                | \$221,520.00 |                                                                | \$47,000.00    |                                                                                     | \$212,000.00   |
| Bonding Company Information                 |     |      |                                                                                                                                                                                                                           | YES                                                                            |              | YES                                                            |                | YES                                                                                 |                |
| Bid Bond                                    |     |      |                                                                                                                                                                                                                           | YES                                                                            |              | YES                                                            |                | YES                                                                                 |                |
| Bid Schedule                                |     |      |                                                                                                                                                                                                                           | YES                                                                            |              | YES                                                            |                | YES                                                                                 |                |
| Non-Collusion Affidavit of Prime Contractor |     |      |                                                                                                                                                                                                                           | YES                                                                            |              | YES                                                            |                | YES                                                                                 |                |
| Vendor Compliance Statement                 |     |      |                                                                                                                                                                                                                           | YES                                                                            |              | YES                                                            |                | YES                                                                                 |                |
| Qualification Statement/Financial Statement |     |      |                                                                                                                                                                                                                           | YES                                                                            |              | YES                                                            |                | YES                                                                                 |                |

The Bid Proposals submitted have been reviewed, and to the best of my knowledge this is an accurate tabulation

*Ricky J. Gourque* # 50261  
Signature



8.2.13  
Date





## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.4

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Bids

### COUNCIL ACTION (ID # 2776)

DOC ID: 2776



O'Malley Engineers, L.L.P.

TBPE No. F-3244

Craig Kankel, P.E.  
Robert C. Schmidt, P.E.  
Ed Addicks, P.E.

August 8, 2013

Tom Warner, P.E.  
City of Liberty  
1829 Sam Houston  
Liberty, Texas 77575

RE: City of Liberty  
TxCDBG Sanitary Sewer Rehabilitation Program  
TxCDBG NO. 712191  
OE Job No. 839.001-SD  
RECOMMENDATION OF AWARD

Dear Mr. Warner:

We have reviewed the bids received on August 6, 2013 for the referenced project (see bid tabulation attached) and have listed the bids below in order from the lowest to the highest base bid:

|                                                        | <u>Base Bid</u> | <u>Alt. Bid A</u> |
|--------------------------------------------------------|-----------------|-------------------|
| 1. Horseshoe Construction, Inc.,<br>La Porte, Texas    | \$240,920.00    | \$20,725.00       |
| 2. PM Construction & Rehab, L.L.C.,<br>Pasadena, Texas | \$300,820.00    | \$29,780.00       |

The low bidder, Horseshoe Construction, Inc., is qualified and experienced in this type of work. Therefore, based upon review of the above bids, we recommend award to the lowest bidder, Horseshoe Construction, Inc. of La Porte, Texas for their Base Bid plus Alternate Bid A in the amount of \$261,645.00.

Sincerely,

William Huebner, P.E.  
Project Engineer

WH: kh

City of Liberty 1829 Sam Houston, Liberty, Texas 77575

TxCDBG Sanitary Sewer Rehabilitation Program

TxCDBG No. 712191

OE Job No. 839.001-SC/SD

BIDS OPENED: August 6, 2013 AT 2:00 P.M.

|          |                                                                                                                                                                                                  |                    | Horseshoe Construction, Inc.<br>2309 S. Battleground Road<br>La Porte, Texas 77571 |               | PM Construction & Rehab, L.L.C.<br>131 N. Richey Street<br>Pasadena, Texas 77506 |               |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------|---------------|
| Item No. | Description                                                                                                                                                                                      | Estimated Quantity | Unit Price                                                                         | Total Price   | Unit Price                                                                       | Total Price   |
| BASE BID |                                                                                                                                                                                                  |                    |                                                                                    |               |                                                                                  |               |
| 1        | Remove and dispose of existing line and furnish materials and install new 6" ASTM D-3034 SDR-26 PVC sanitary sewer line, all depths                                                              | 30 LF              | \$ 100.00                                                                          | \$ 3,000.00   | \$ 90.00                                                                         | \$ 2,700.00   |
| 2        | Furnish and install 6" HDPE SDR-19 by trenchless method (pipe bursting) including post installation CCTV inspection, all depths                                                                  | 3,730 LF           | \$ 27.00                                                                           | \$ 100,710.00 | \$ 40.00                                                                         | \$ 149,200.00 |
| 3        | Furnish all equipment and labor and perform cleaning and recorded CCTV inspection of existing sanitary sewer line prior to replacing line in accordance with technical specification 33 01 30.71 | 3,730 LF           | \$ 2.00                                                                            | \$ 7,460.00   | \$ 4.00                                                                          | \$ 14,920.00  |
| 4        | Remove and dispose of existing manhole and furnish and install 4-ft diameter reinforced concrete manhole                                                                                         | 10 EA              | \$ 3,800.00                                                                        | \$ 38,000.00  | \$ 3,500.00                                                                      | \$ 35,000.00  |
| 5        | Furnish materials and install extra depth for 4-ft diameter reinforced concrete manhole                                                                                                          | 27 VF              | \$ 300.00                                                                          | \$ 8,100.00   | \$ 300.00                                                                        | \$ 8,100.00   |

|          |                                                                                                                                                    |                    | Horseshoe Construction, Inc.<br>2309 S. Battleground Road<br>La Porte, Texas 77571 |              | PM Construction & Rehab, L.L.C.<br>131 N. Richey Street<br>Pasadena, Texas 77506 |              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------|--------------|
| Item No. | Description                                                                                                                                        | Estimated Quantity | Unit Price                                                                         | Total Price  | Unit Price                                                                       | Total Price  |
| 6        | Furnish materials and install standard 6" mainline cleanout on gravity sanitary sewer line (including removal of existing cleanout, when required) | 2 EA               | \$ 1,850.00                                                                        | \$ 3,700.00  | \$ 2,000.00                                                                      | \$ 4,000.00  |
| 7        | Furnish materials and install 6" drop connection on new or existing manhole                                                                        | 5 EA               | \$ 2,850.00                                                                        | \$ 14,250.00 | \$ 1,200.00                                                                      | \$ 6,000.00  |
| 8        | Furnish materials and install extra depth for 6" drop connection                                                                                   | 25 VF              | \$ 300.00                                                                          | \$ 7,500.00  | \$ 250.00                                                                        | \$ 6,250.00  |
| 9        | Furnish materials and connect new 6" gravity sanitary sewer line to existing manhole                                                               | 2 EA               | \$ 1,250.00                                                                        | \$ 2,500.00  | \$ 1,000.00                                                                      | \$ 2,000.00  |
| 10       | Furnish materials and connect new 6" gravity sanitary sewer line to existing 6" gravity sanitary sewer line (including adapters, when required)    | 6 EA               | \$ 800.00                                                                          | \$ 4,800.00  | \$ 1,000.00                                                                      | \$ 6,000.00  |
| 11       | Furnish materials and install 6" x 4" PVC sanitary sewer service wye including any required PVC pipe adapter to connect to service line            | 18 EA              | \$ 650.00                                                                          | \$ 11,700.00 | \$ 425.00                                                                        | \$ 7,650.00  |
| 12       | Furnish materials and install 4" service cleanout and cleanout box and reconnect to existing yard/private service line                             | 18 EA              | \$ 300.00                                                                          | \$ 5,400.00  | \$ 375.00                                                                        | \$ 6,750.00  |
| 13       | Remove and dispose of existing service line (when required) and install 4" Schedule 40 PVC sanitary sewer service line                             | 750 LF             | \$ 28.00                                                                           | \$ 21,000.00 | \$ 30.00                                                                         | \$ 22,500.00 |



|                               |                                                                                                                                                                                                  |                    | Horseshoe Construction, Inc.<br>2309 S. Battleground Road<br>La Porte, Texas 77571 |               | PM Construction & Rehab, L.L.C.<br>131 N. Richey Street<br>Pasadena, Texas 77506 |               |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------|---------------|
| Item No.                      | Description                                                                                                                                                                                      | Estimated Quantity | Unit Price                                                                         | Total Price   | Unit Price                                                                       | Total Price   |
| 14                            | Furnish all labor and materials and perform trench safety for gravity sanitary sewer lines installed at a depth of 5' to 10' per technical specification 31 50 00                                | 100 LF             | \$ 1.00                                                                            | \$ 100.00     | \$ 1.25                                                                          | \$ 125.00     |
| 15                            | Furnish all labor and materials and perform trench safety for gravity sanitary sewer lines installed at a depth of 10' and above per technical specification 31 50 00                            | 100 LF             | \$ 2.00                                                                            | \$ 200.00     | \$ 1.25                                                                          | \$ 125.00     |
| 16                            | Furnish material and perform seeding in all areas disturbed by construction of new sanitary sewer lines                                                                                          | 1 LS               | \$ 2,500.00                                                                        | \$ 2,500.00   | \$ 2,000.00                                                                      | \$ 2,000.00   |
| 17                            | Furnish materials and perform backfilling and asphalt pavement repair for sanitary sewer lines (all pipe sizes, including services) in City streets or alleys                                    | 500 LF             | \$ 20.00                                                                           | \$ 10,000.00  | \$ 55.00                                                                         | \$ 27,500.00  |
| TOTAL BASE BID (ITEMS 1 - 17) |                                                                                                                                                                                                  |                    |                                                                                    | \$ 240,920.00 |                                                                                  | \$ 300,820.00 |
| ALTERNATE BID A               |                                                                                                                                                                                                  |                    |                                                                                    |               |                                                                                  |               |
| A1                            | Furnish and install 6" HDPE SDR-19 by trenchless method (pipe bursting) including post installation CCTV inspection, all depths                                                                  | 395 LF             | \$ 27.00                                                                           | \$ 10,665.00  | \$ 40.00                                                                         | \$ 15,800.00  |
| A2                            | Furnish all equipment and labor and perform clearing and recorded CCTV inspection of existing sanitary sewer line prior to replacing line in accordance with technical specification 33 01 30.71 | 395 LF             | \$ 2.00                                                                            | \$ 790.00     | \$ 4.00                                                                          | \$ 1,580.00   |

|                                    |                                                                                                                                                                        |                    | Horseshoe Construction, Inc.<br>2309 S. Battleground Road<br>La Porte, Texas 77571 |               | PM Construction & Rehab, L.L.C.<br>131 N. Richey Street<br>Pasadena, Texas 77506 |               |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------|---------------|
| Item No.                           | Description                                                                                                                                                            | Estimated Quantity | Unit Price                                                                         | Total Price   | Unit Price                                                                       | Total Price   |
| A3                                 | Furnish materials and install standard 6" mainline cleanout on gravity sanitary sewer line (including removal of existing cleanout, when required)                     | 1 EA               | \$ 1,700.00                                                                        | \$ 1,700.00   | \$ 2,000.00                                                                      | \$ 2,000.00   |
| A4                                 | Furnish materials and install 6" x 4" PVC sanitary sewer service wye including any required PVC pipe adapted to connect to service line                                | 3 EA               | \$ 650.00                                                                          | \$ 1,950.00   | \$ 425.00                                                                        | \$ 1,275.00   |
| A5                                 | Furnish materials and install 4" service cleanout and cleanout box and reconnect to existing yard/private service line                                                 | 3 EA               | \$ 300.00                                                                          | \$ 900.00     | \$ 375.00                                                                        | \$ 1,125.00   |
| A6                                 | Remove and dispose of existing service line (when required) and install 4" schedule 40 PVC sanitary sewer line                                                         | 90 LF              | \$ 28.00                                                                           | \$ 2,520.00   | \$ 30.00                                                                         | \$ 2,700.00   |
| A7                                 | Furnish materials and perform backfilling and asphalt pavement repair for sanitary sewer lines (all pipe sizes, including services) in City streets or alleys          | 60 LF              | \$ 20.00                                                                           | \$ 1,200.00   | \$ 55.00                                                                         | \$ 3,300.00   |
| A8                                 | Furnish materials and perform seeding in all areas disturbed by construction of new sanitary sewer lines (all pipe sizes, including services) in City Streets or alley | 1 LS               | \$ 1,000.00                                                                        | \$ 1,000.00   | \$ 2,000.00                                                                      | \$ 2,000.00   |
| SUBTOTAL ALTERNATE BID A           |                                                                                                                                                                        |                    |                                                                                    | \$ 20,725.00  |                                                                                  | \$ 29,780.00  |
| TOTAL BASE BID AND ALTERNATE BID A |                                                                                                                                                                        |                    |                                                                                    | \$ 261,645.00 |                                                                                  | \$ 330,600.00 |
| SUPPLEMENTAL BID ITEM              |                                                                                                                                                                        |                    |                                                                                    |               |                                                                                  |               |
| S1                                 | When directed by the engineer, furnish                                                                                                                                 | 0 CY               | \$ 30.00                                                                           |               | \$ 100.00                                                                        |               |



O'Malley Engineers, L.L.P.  
TBPE No. F-3244  
Brenham, Texas

William J. Huebner, P.E.



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.5

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Proposals

### COUNCIL ACTION (ID # 2777)

DOC ID: 2777



Hall, Rader Associates  
Jim Hall, CLU

[illegible]

## Employee Benefits Proposal and Cost Summary

Prepared for City of Liberty on August 7, 2013  
Proposed Effective Date of October 1, 2013

Presented By: HALL RADER &amp; ASSOCIATES

## Basic Life and AD&D Plan 1

### Covered Members

An active employee of the Employer working 30 hours per week

An employee of the Employer who retired under the Employer's retirement program

Class 1: All Eligible

Class 2: Retired Members

### Plan

|                                    | Class 1                                              | Class 2      |
|------------------------------------|------------------------------------------------------|--------------|
| <b>Benefit Formula</b>             | 2 X Annual Earnings                                  | Flat \$5,000 |
| <b>Rounding</b>                    | Up to next \$1,000                                   | N/A          |
| <b>Maximum Benefit</b>             | \$250,000                                            | N/A          |
| <b>Age Based Benefit Reduction</b> | To 65% at age 65; To 50% at age 70; To 35% at age 75 | None         |
| <b>Guarantee Issue</b>             | Full Benefit                                         | Full Benefit |
| <b>Employer Contribution</b>       | 100%                                                 | 100%         |

### Cost

|              |      | Members | Volume      | X Rate: Per \$1,000 | = | Monthly Premium |
|--------------|------|---------|-------------|---------------------|---|-----------------|
| All Eligible | Life | 105     | \$7,005,500 | 0.17                |   | \$1,191         |
|              | AD&D | 93      | \$6,945,500 | 0.030               |   | \$208           |
| <b>Total</b> |      |         |             |                     |   | <b>\$1,399</b>  |

- We provide policyholders with a 61-day notice of rate change.
- The proposed rates are guaranteed for 24 months.

### Features

- For class 1: Waiver of Premium is included for those disabled prior to age 60. The schedule of age reductions will not apply while a member is on Waiver. Waiver ends at age 65. The Standard consolidates the filing and management of the Life Waiver of Premium and LTD claims if The Standard has both coverages.
- PlanSource service offered at \$2.00 per employee per month when purchasing two lines of coverage. PlanSource works directly with carriers, brokers, and employers to deliver a comprehensive benefits administration management suite. This proprietary technology platform delivers self-service functionality in the areas of; online plan enrollment, automated eligibility, life event management, employee decision support, consolidated billing and ongoing administration. To view an on-line demo insert the following URL to your web-browser [www.plansource.com/standard/video](http://www.plansource.com/standard/video).



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.6

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Budget Issues

### COUNCIL ACTION (ID # 2778)

DOC ID: 2778

**CITY OF LIBERTY**  
**2013 BUDGET AND TAX RATE SCHEDULE**

**August 1 (Thursday)** – City Manager shall submit a proposed budget to City Council between 60-90 days prior to end of FY.

Proposed budget filed with City Secretary – not less than 30 days before tax rate is adopted  
 Post proposed budget on website

**August 9 (Friday)** – Call Carol to SAVE SPACE for public hearing notices for publication on August 15

**August 13 (Tuesday) – Regular Called Meeting**

Set date, time and place for Public Hearing on the Budget (Aug. 27)  
 (PH date on budget to be at least 15 days after filing the CS)  
 Vote on **Proposed** Tax Rate  
 Set date, time and place for Public Hearings on the Tax Rate  
 (Aug. 27 & Sept. 3)

**Email** public hearing notices to Carol @ The Vindicator

(Tax Rate – 2<sup>nd</sup> P.H. held not sooner than 3 days nor later than 14 days after P.H. #1)

(Publication on Budget – 10 days prior to Public Hearing)  
 (Publication on Tax Rate – 7 days prior to Public Hearing)

**Post** Public Hearing notices for budget and tax rate on the Web

**August 15 (Thursday)**- Notice of Public Hearing on the Budget in paper this day  
 Notice of Public Hearing on Tax Revenue Increase in paper this day

**August 27 (Tuesday) – Special Called Meeting**

Public Hearing on the Budget  
 Postponement of final vote on FY 12/13 budget until Sept. 10  
 1<sup>st</sup> Public Hearing on the Tax Rate  
 Budget Work Session

**August 30 (Friday)** – Call Carol to SAVE SPACE for Tax Revenue Increase publication on Sept. 5

**Sept. 3 (Tuesday) – Special Called Meeting**

2<sup>nd</sup> Public Hearing on the Tax Rate  
 Budget Work Session OR Discussion of FY 12/13 budget related issues??

Attachment: 2013 BUDGET AND TAX RATE SCHEDULE (CA-2013-71 : Set PH on Proposed Budget)

**Sept 2 (Monday)**– Give notice to the paper for Tax Rate publication on Sept. 6  
(Notice of Tax Revenue Increase)

**Sept. 5 (Thursday)** – Notice of Tax Revenue Increase in paper this day

**Sept 10 (Tuesday) – Regular Called Meeting**

Ordinance adopting the budget (15 days prior to Oct. 1)  
Ratify the property tax revenue increase reflected in the FY 12 Budget  
Ordinance adopting the tax rate for FY 13  
Ordinance regarding tax roll approval and the tax levy





## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.7

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Tax Rate

### COUNCIL ACTION (ID # 2779)

DOC ID: 2779



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.8

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Tax Issues

### COUNCIL ACTION (ID # 2780)

DOC ID: 2780

**CITY OF LIBERTY**  
**2013 BUDGET AND TAX RATE SCHEDULE**

**August 1 (Thursday)** – City Manager shall submit a proposed budget to City Council between 60-90 days prior to end of FY.

Proposed budget filed with City Secretary – not less than 30 days before tax rate is adopted  
 Post proposed budget on website

**August 9 (Friday)** – Call Carol to SAVE SPACE for public hearing notices for publication on August 15

**August 13 (Tuesday) – Regular Called Meeting**

Set date, time and place for Public Hearing on the Budget (Aug. 27)  
 (PH date on budget to be at least 15 days after filing the CS)  
 Vote on **Proposed** Tax Rate  
 Set date, time and place for Public Hearings on the Tax Rate  
 (Aug. 27 & Sept. 3)

**Email** public hearing notices to Carol @ The Vindicator

(Tax Rate – 2<sup>nd</sup> P.H. held not sooner than 3 days nor later than 14 days after P.H. #1)

(Publication on Budget – 10 days prior to Public Hearing)  
 (Publication on Tax Rate – 7 days prior to Public Hearing)

**Post** Public Hearing notices for budget and tax rate on the Web

**August 15 (Thursday)**- Notice of Public Hearing on the Budget in paper this day  
 Notice of Public Hearing on Tax Revenue Increase in paper this day

**August 27 (Tuesday) – Special Called Meeting**

Public Hearing on the Budget  
 Postponement of final vote on FY 12/13 budget until Sept. 10  
 1<sup>st</sup> Public Hearing on the Tax Rate  
 Budget Work Session

**August 30 (Friday)** – Call Carol to SAVE SPACE for Tax Revenue Increase publication on Sept. 5

**Sept. 3 (Tuesday) – Special Called Meeting**

2<sup>nd</sup> Public Hearing on the Tax Rate  
 Budget Work Session OR Discussion of FY 12/13 budget related issues??

**Sept 2 (Monday)**– Give notice to the paper for Tax Rate publication on Sept. 6  
(Notice of Tax Revenue Increase)

**Sept. 5 (Thursday)** – Notice of Tax Revenue Increase in paper this day

**Sept 10 (Tuesday) – Regular Called Meeting**

Ordinance adopting the budget (15 days prior to Oct. 1)  
Ratify the property tax revenue increase reflected in the FY 12 Budget  
Ordinance adopting the tax rate for FY 13  
Ordinance regarding tax roll approval and the tax levy



**The City of Liberty**

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.9

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Elections

**RESOLUTION 2013-10**

DOC ID: 2782 A

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY,  
TEXAS, TO DETERMINE THE OUTCOME OF A PETITION FOR A  
LOCAL OPTION ELECTION**

WHEREAS, Chapter 501 of the Texas Election Code outlines the procedures to follow regarding local option elections for the sale of alcohol; and

WHEREAS, the Liberty Committee for Economic Growth consisting of qualified City of Liberty voters obtained a petition from the City to propose the legal sale of all alcoholic beverages including mixed beverages in the City of Liberty; and

WHEREAS, the petition must be signed by 455 qualified voters of the City of Liberty in order for a petition to be valid and an election called in the City of Liberty, that number being 35 percent of the registered voters in the City who voted in the most recent gubernatorial election as determined by the Liberty County Voter Registrar's Office; and

WHEREAS, the petition was presented to, and filed with, the City Secretary in a timely fashion in accordance with the Texas Election Code and the City Secretary has verified these signatures in accordance with provisions of Section 501.032 of the Texas Election Code.

NOW, THEREFORE, BE IT RESOLVED that the petition meets, and exceeds, the required number of 455 signatures to order an election.

PASSED AND APPROVED this 13<sup>th</sup> day of August, 2013.

CITY OF LIBERTY, TEXAS

\_\_\_\_\_  
Carl Pickett, Mayor

ATTEST:

\_\_\_\_\_  
Dianne Tidwell, City Secretary



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.10

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Electric Issues

### ORDINANCE (ID # 2783)

DOC ID: 2783 A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2013 FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A PROPOSITION RELATING TO LEGALIZING THE SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES IN THE CITY OF LIBERTY; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY AND THE LIBERTY COUNTY CLERK'S OFFICE; PROVIDING FOR NOTICES; 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.

WHEREAS, the City Council minutes shall reflect that on July 12, 2013 a petition was filed with the City Secretary's Office to legalize the sale of all alcoholic beverages including mixed beverages within the City; that the petition has been verified by the City Secretary to contain the signatures of 455 qualified Liberty voters meeting the requisites of Section 501.032 of the Texas Election Code, that number being 35 percent of the registered voters in the City of Liberty who voted in the most recent gubernatorial election, as determined by the Liberty County Voter Registrar's Office; and that said petition was presented to the City Council on August 13, 2013, thereby necessitating the ordering of a November 5, 2013 Local Option Election; **NOW THEREFORE,**

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

#### Section 1.

That a Special Election be held on Tuesday, the 5<sup>th</sup> day of November, 2013, (hereinafter the "Election") for the purpose of submitting to the voters a proposition relating to legalizing the sale of all alcoholic beverages including mixed beverages in the City of Liberty. The Election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on November 5, 2013, which is a uniform election date as defined in the Texas Election Code, as amended (the "Code").

#### Section 2.

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 location.

City Hall - Liberty Center  
1829 Sam Houston Street  
Liberty, Texas 77575

### Section 3.

At the Election, the following proposition shall be submitted and shall be printed on the ballots to permit voters to vote "FOR" (*A FAVOR*) or "AGAINST" (*EN CONTRA*) the proposition:

"The legal sale of all alcoholic beverages including mixed beverages in the City of Liberty."

"La venta legal de todas bebidas alcohólicas incluyendo bebidas mixtas en la Ciudad de Liberty."

### Section 4.

That said Election be held jointly between the City of Liberty and Liberty County and shall be administered by the Liberty County Clerk/Election Officer as stated per the terms of the 2013 Joint Election Agreement and Election Services Contract. Said election shall be held under the provisions of the Charter of the City of Liberty, Texas, the Constitution and laws of the State of Texas.

### Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Election shall be in accordance with the provisions of the Texas Election Code. 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.

Paulette Williams, Liberty County Clerk, shall act as Contracting Officer and Early Voting Clerk for the election. Ballot applications and ballots voted by mail shall be sent to:

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

### Section 7.

Early Voting by personal appearance in the Election will begin Monday, October



21, 2013, and continue through Friday, November 1, 2013. The main early voting polling place is hereby designated to be on the first floor of the Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575. Early voting by personal appearance will be conducted as follows:

|                     |                    |                       |
|---------------------|--------------------|-----------------------|
| October 21 - 25     | Monday - Friday    | 8:00 a.m. - 5:00 p.m. |
| October 28 - 30     | Monday - Wednesday | 8:00 a.m. - 5:00 p.m. |
| October 31 - Nov. 1 | Thursday - Friday  | 7:00 a.m. - 7:00 p.m. |

Any qualified voter for the special election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

#### Section 8.

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 9.

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 10.

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 11.

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

#### Section 12.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas this the 1th day of August, 2013.

---

Carl Pickett, Mayor

ATTEST:

---

Dianne Tidwell, City Secretary

## 2013 JOINT ELECTION AGREEMENT

Between the City of Liberty and  
Liberty County Clerk

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"), and the Liberty County Clerk (LCC"), the Local Political Subdivisions, hereinafter referred to as "the LPS" shall hold their respective special elections on Tuesday, November 5, 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 special election on Tuesday, November 5, 2013 for the conduct and supervision of; and
- WHEREAS the City, and the LCC 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 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 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 judges shall make their clerk appointments. If a presiding 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 **Liberty County Courthouse** as the main voting location and the **Liberty County Cleveland Annex** as the branch voting. 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.

**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. Election Day Polling Location.** The Election Day polling location is set forth in Exhibit A.

**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**

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

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 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



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

## Exhibit A

## Election Day Polling Locations

| Precincts     | Location                       | Address          | City                 |
|---------------|--------------------------------|------------------|----------------------|
| City Lib, LCC | City of Liberty-Liberty Center | 1829 Sam Houston | Liberty ,TX<br>77575 |
|               |                                |                  |                      |
|               |                                |                  |                      |
|               |                                |                  |                      |
|               |                                |                  |                      |
|               |                                |                  |                      |
|               |                                |                  |                      |

## Exhibit B

**November 5, 2013 Local Elections  
Early Voting Locations and Hours**

| Polling Place                                               |                                         |                                         | Address                                 |                                         | City                                     |                   |
|-------------------------------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|------------------------------------------|-------------------|
| Liberty County Courthouse<br>Liberty County Cleveland Annex |                                         |                                         | 1923 Sam Houston<br>304 Campbell St.    |                                         | Liberty, TX 77575<br>Cleveland, TX 77327 |                   |
| Sunday                                                      | Monday                                  | Tuesday                                 | Wednesday                               | Thursday                                | Friday                                   | Saturday          |
|                                                             | <i>October 21</i><br><br><b>8am-5pm</b> | <i>October 22</i><br><br><b>8am-5pm</b> | <i>October 23</i><br><br><b>8am-5pm</b> | <i>October 24</i><br><br><b>8am-5pm</b> | <i>October 25</i><br><br><b>8am-5pm</b>  | <i>October 26</i> |
| <i>October 27</i>                                           | <i>October 28</i><br><br><b>8am-5pm</b> | <i>October 29</i><br><br><b>8am-5pm</b> | <i>October 30</i><br><br><b>8am-5pm</b> | <i>October 31</i><br><br><b>7am-7pm</b> | <i>November 1</i><br><br><b>7am-7pm</b>  | <i>November 2</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<br>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 &amp; 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 |
|----------|-------------|

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, the **City of Liberty**, Liberty County, Texas, desire to enter into a Joint Election Services Contract for the November 5, 2013, elections with the **Liberty County Clerk** as the Contracting Officer.

AND WHEREAS, the City Council of the **City of Liberty**, Texas, 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 Paulette Williams, the **Liberty County Clerk**, for the conduct and supervision of the Joint Election on November 5, 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: \_\_\_\_\_



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Drilling Issues

7.A.11

### ORDINANCE 2013-8

DOC ID: 2786 A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 4, ARTICLE 4.07, REGARDING OIL AND GAS WELL DRILLING PERMITS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, by adoption of previous ordinances, The City Council of the City of Liberty, Texas approved an ordinance governing oil and gas well drilling permits; and

WHEREAS, the City Council of the City of Liberty, Texas, finds that some sections of the ordinance need to be amended in order to better regulate drilling operations within the City of Liberty.

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

Section 1: Section 4.07 of the Code of Ordinances of the City of Liberty is amended to read as follows:

#### **ARTICLE 4.07 OIL AND GAS WELLS**

##### **Division 1. Generally**

##### **Sec. 4.07.001 Short title**

This article shall be known and cited as the oil and gas drilling and production article.

##### **Sec. 4.07.002 Purpose**

(a) The exploration, development, and production of oil and gas in the city is an activity which necessitates reasonable regulation to ensure that all property owners, mineral and otherwise, have the right to peaceably enjoy their property and its benefits and revenues. It is hereby declared to be the purpose of this article to establish reasonable and uniform limitations, safeguards and regulations for present and future operations on private and public property that will serve as minimum standards for the exploring, drilling, developing, producing, transporting and storing of oil and/or gas and other substances produced in association with oil and/or gas within the city to protect the health, safety and general welfare of the public; minimize the potential impact to private and public property and mineral rights owners, protect the quality of the environment and encourage the orderly production of available mineral resources.

(b) This article will be considered minimum standards for private and public property. The city council may approve permits, leases and other documents pertaining to private and public property that contain provisions that modify the minimum standards in this article to further protect the health and safety of the public.

(c) To the extent that any provision of this article might be inconsistent or in conflict with the specific provisions of any other ordinance of the city, this article shall control with regard to the conflict.

#### **Sec. 4.07.003 Definitions**

All technical industry words or phrases related to the drilling and production of oil and gas wells not specifically defined in this article shall have the meanings customarily attributable thereto by prudent and reasonable oil and gas industry operators. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Abandonment.** “Abandonment” as defined by the state railroad commission and includes the plugging of the well and the restoration of any well site as required by this article.

**Ambient noise level.** The all encompassing noise level associated with a given environment, being a composite of sounds from all sources at the location, constituting the normal or existing level of environmental noise at a given location.

**Blowout preventer.** A mechanical, hydraulic, pneumatic or other device or combination of such devices secured to the top of a well casing, including valves, fittings and control mechanisms connected therewith, which can be closed around the drill pipe, or other tubular goods which completely close the top of the casing and are designed for preventing blowouts.

**Building.** Any structure. The structure may serve for the support, shelter, or enclosure or partial enclosure of persons, animals, chattels, or movable property of any kind including pools.

**Building official.** The officer or other designated authority charged with administration and enforcement of this article, or the building official’s duly authorized representative.

**Cathodic protection.** An electrochemical corrosion control technique accomplished by applying a direct current to the structure that causes the structure potential to change from the corrosion potential to a protective potential in the immunity region. The required cathodic protection current is supplied by sacrificial anode materials or by an impressed current system.

**Church.** A facility or area for people to gather together for public worship, religious training, or other religious activities including a temple, mosque, synagogue, convent, monastery or other structure, together with its accessory structures, including a parsonage or rectory. This use does not include home meetings or other religious activities conducted in a privately occupied residence.

**City.** The City of Liberty.

**City code.** The code of the city.

**City attorney.** The city attorney of the city.

**Closed loop mud system.** A series of above-ground tanks used to store, process, and recycle drilling mud, cuttings and other fluids. This system is used in place of the traditional earthen pits at a drilling operation.

**Completion.** The date the work is completed for the drilling, redrilling or reworking and the

drilling equipment is released by the operator.

Daytime. The period from 6:00 a.m. to 7:00 p.m.

Decibel (db). A unit of measurement of noise intensity. The measurements are based on the energy of the sound waves, and the units are logarithmic.

Derrick. Any portable framework, tower, mast and/or structure which is required or used in connection with drilling or reworking a well for the production of oil and/or gas.

Drilling. Digging or boring a new well for the purpose of exploring for, developing or producing oil, gas or other hydrocarbons, or for the purpose of injecting oil, gas, water or any other fluid or substance into the earth.

Drilling equipment. The derrick, together with all parts of and appurtenances to such structure, every piece of apparatus, machinery or equipment used or erected or maintained for use in connection with drilling.

Drill site. The premises used during the drilling, completion or reworking of a well or wells located there or any associated operation.

Exploration. Geologic or geophysical activities, including seismic surveys, related to the search for oil, gas or other subsurface hydrocarbons.

FEMA. Federal Emergency Management Agency.

Fire department. The fire department of the city.

FIRM. Flood insurance rate map.

Fracture stimulation (fracing). The process of fracture stimulation of a rock formation.

Gas. Any fluid, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarefied state at standard temperature and pressure conditions and/or the gaseous components or vapors occurring in or derived from petroleum or natural gas.

Gas well or well. Any well drilled, to be drilled, or used for the intended or actual production of natural gas or other hydrocarbons.

Hospital. A facility or area for providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central services facilities and staff offices that are an integral part of the facilities.

Inspector. The oil and gas inspector, building official designee or other designee of the city manager that enforces this article.

Nighttime. The period between 7:00 p.m. and 6:00 a.m.

Oil well. Any well drilled, to be drilled, or used for the intended or actual production of oil.

Operation site. The area within a well site used for development and production of oil and/or gas and all operational activities associated with an oil and/or gas well after drilling and completion activities are finished.

Operator. For each well, the person listed on the appropriate state railroad commission forms for an oil and/or gas well that is, or will be, actually in charge and in control of drilling, maintaining, completing, operating, pumping or controlling any well, including, without limitation, a unit operator. If the operator, as herein defined, is not the lessee under an oil and/or gas lease of any premises affected by the provisions of this article, then such lessee shall also be deemed to be an operator. In the event that there is no oil and/or gas lease relating to any premises affected by this article, the owner of the fee mineral estate in the premises shall be deemed an operator.

Person. An individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

Persons. Every person, firm, co-partnership, association, partnership, corporation or society; and shall include both singular and plural and the masculine shall include the feminine gender.

Protected use. A residence, religious institution, hospital building, public or private school, day care or public park.

Public parks, playground, or golf course. A facility or area for recreational, cultural or aesthetic use owned or operated by a public agency and available to the general public. This definition may include, but is not limited to, lawns, decorative planting, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, and water courses.

Public or private school. An educational institution, attendance at which satisfies the compulsory education laws of the state or a facility or area for pre-kindergartens, kindergartens, elementary or secondary education supported by a public, church or parish organization. This definition may include after public or private school and summer programs which coincide with the age brackets for public or private schools.

Railroad commission. The Texas Railroad Commission.

Redrill. Recompletion of an existing well by deepening or sidetrack operations extending more than one hundred fifty (150) feet from the existing well bore.

Residence. A house, duplex, apartment, townhouse, condominium, mobile home or other building designed for dwelling purposes, including those for which a building permit has been issued on the date the application for an oil and/or gas well permit is filed with the inspector.

Reworking. Recompletion or re-entry of existing well within the existing bore hole or by deepening or sidetrack operations which do not extend more than one hundred fifty (150) feet from the existing well bore, or replacement of well liners or casing.

Right-of-way. Any area of land within the city that is acquired by, dedicated to, or claimed by the city in fee simple, by easement, by prescriptive right or other interest and that is expressly or impliedly accepted or used in fact or by operation of law as a public roadway, sidewalk, alley, utility, drainage, or public access easement or used for the provision of governmental services or

functions. The term includes the area on, below, and above the surface of the public right-of-way. The term applies regardless of whether the public right-of-way is paved or unpaved.

*Salt water disposal well.* A well used for the purpose of injecting produced water back into the ground.

*Seismic survey.* An exploration method in which low frequency sound waves are generated on the surface to find subsurface rock structures that may contain hydrocarbons. Interpretation of the survey record can reveal possible hydrocarbon-bearing formations.

*Storage tank.* Any vessel, having a liquid capacity that exceeds 230 l (60 gal) containing a flammable or combustible product that is intended for fixed installation.

*Street.* Any public thoroughfare dedicated to the public use and not designated as an alley or private access easement.

*Tank.* A container, covered or uncovered, used in conjunction with the drilling or production of gas or other hydrocarbons for holding or storing fluids.

*Technical advisor.* Such person(s) familiar with and educated in the gas industry or the law as it relates to gas matters who may be retained from time to time by the city.

*Well.* A hole or holes, bore or bores, to any horizon, formation, or strata used for the purpose of producing oil, gas, liquid hydrocarbon, brine water, or sulphur water, or used as an injection well for secondary recovery, disposal or production of oil, gas, or other hydrocarbons from the earth.

#### **Sec. 4.07.004 Penalty**

(a) It shall be unlawful and an offense for any person to do the following:

- (1) Engage in any activity not permitted by the terms of an oil or gas well permit issued under this article; or
- (2) Fail to comply with any condition set forth in an oil or gas well permit issued under this article.

(b) A person who violates any provision of this article by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor; each day the violation continues shall be a separate offense.

(1) If the definition of an offense under this article does not prescribe a culpable mental state, then a culpable mental state is not required. Such offense shall be punishable by a fine not to exceed five hundred dollars and no cents (\$500.00). Although not required, if a culpable mental state is in fact alleged in the charge of the offense and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, such offense shall be punishable by a fine not to exceed two thousand dollars and no cents (\$2,000.00).

(2) If the definition of an offense under this article prescribes a culpable mental state and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, then a culpable mental state is required and the offense shall be punishable by a fine not to exceed two thousand dollars and no cents (\$2,000.00).

**Sec. 4.07.005 Inspector**

(a) The city manager shall designate officials who shall enforce the provisions of this article. The city manager may retain an oil and/or gas inspector and hereby designates the building official and other city inspectors as needed to enforce this article. Any independent contractor inspector shall have a degree in petroleum engineering with experience in drilling and production of oil and/or natural gas or demonstrate a proven background in the drilling, production, and operation of oil and/or natural gas development, drilling and production. The inspector shall have the authority to issue any orders or directives required to carry out the intent and purpose of this article and its particular provisions. Failure of any person to comply with any such order or directive shall constitute a violation of this article.

(b) The inspector shall have the authority to enter and inspect any premises covered by the provisions of this article to determine compliance with the provisions of this article and all applicable laws, rules, regulations, standards or directives of the state. Failure of any person to permit access to the inspector shall constitute a violation of this article. The inspector may conduct periodic inspections of all permitted wells in the city to determine that the wells are operating in accordance within proper safety parameters as set out in this article and all regulations of the railroad commission.

(c) The inspector shall have the authority to request and receive any records, including any records sent to the railroad commission, reports and the like, relating to the status or condition of any permitted gas well necessary to establish and determine compliance with the applicable oil or gas well permit. Failure of any person to provide any such requested material shall be deemed a violation of this article.

(d) The inspector shall have the authority to allow as equivalent alternatives to the technical standards of this article related to public safety and welfare, such as new technology, if the operator has demonstrated to the inspector's satisfaction that the alternatives provide equal or greater protection of the environment and the public.

To determine the acceptability of as equivalent technologies, processes, products, facilities, materials and uses as they pertain to gas matters, the inspector is authorized to require the operator to provide, without charge to the city, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or specialty organization acceptable to the inspector. The opinion and report shall analyze the properties of the technology, process, product, facility, material or use and provide a recommendation as to its applicability in the operator's particular set of circumstances. The inspector is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

(e) The inspector shall have the authority to require the use of soundproofing methods to ensure compliance with the noise restrictions required by this article.

**Sec. 4.07.006 Operator's agent**

Every operator of any oil or gas well shall designate an agent, who is a resident of the state, upon whom all orders and notices provided in this article may be served in person or by registered or certified mail. Every operator so designating such agent shall within ten (10) days notify the inspector in writing of any change in such agent or such mailing address unless operations within the city are discontinued.

**Sec. 4.07.007 Bond, letters of credit, indemnity, insurance**

(a) General requirements. The operator shall be required to:

- (1) Comply with the terms and conditions of this article and the oil or gas well permit issued hereunder.
- (2) Promptly clear drill and operation sites of all litter, trash, waste and other substances used, allowed, or occurring in the operations, and after abandonment or completion grade, level and restore such property to the same surface conditions as nearly as possible as existed before operations.
- (3) Promptly pay all fines, penalties and other assessments imposed due to breach of any terms of the oil or gas well permit.
- (4) Promptly restore to its former condition any roadway, right-of-way, or other public property damaged by the oil or gas operation.

(b) Bond, irrevocable letter of credit. Prior to the issuance of an oil or gas well permit the operator shall provide the inspector with a security instrument in the form of a bond or an irrevocable letter of credit as follows:

- (1) Bond. A bond shall be executed by a reliable bonding or insurance institution authorized to do business in the state and acceptable to the city. The bond shall become effective on or before the date the oil or gas well permit is issued and shall remain in force and effect for at least a period of six (6) months after the expiration of the oil or gas well permit term or until the well is plugged and abandoned and the site is restored, whichever occurs last. The operator shall be listed as principal and the instrument shall run to the city, as obligee, and shall be conditioned that the operator will comply and perform in accordance with the terms and regulations of this article and other applicable city ordinances. The original bond shall be submitted to the inspector with a copy of the same provided to the city secretary and the risk manager.
- (2) Letter of credit. A letter of credit shall be issued by a reliable bank authorized to do business in the state and shall become effective on or before the date the oil or gas well permit is issued. The letter of credit shall remain in force and effect for at least a period of six (6) months after the expiration of the oil or gas well permit term. If the letter of credit is for a time period less than the life of the well as required by this article, the operator must agree to either renew the letter of credit or replace the letter of credit with a bond in the amount required by this article, on or before forty-five (45) days prior to the expiration date of the letter of credit. If the operator fails to deliver to the city either the renewal letter of credit or replacement bond in the appropriate amount on or before forty-five (45) days prior to the expiration date of the letter of credit, the city may draw the entire face amount of the letter of credit to be held by the city as security for operator's performance of its obligations under this article.

The city shall be authorized to draw upon such letter of credit or bond to recover any fines, penalties, defaults or violations assessed under this article. Also, the letter of credit may be used to draw down city road damage expense to the extent road damage



cost exceeds the road damage fee paid with the permit application. Evidence of the execution of a letter of credit shall be submitted to the inspector by submitting an original signed letter of credit from the banking institution, with a copy of the same provided to the city secretary and the risk manager.

(3) The principal amount of the bond or letter of credit shall be fifty thousand dollars (\$50,000) for any single well. If, after completion of a well, the applicant/operator, who initially posted a fifty thousand dollars (\$50,000) bond, has complied with all of the provisions of this article and whose well in the producing stage and all drilling operations have ceased. Such operator may submit a request to the inspector to reduce the existing bond to ten thousand dollars (\$10,000) for the remainder of the time the well produces without reworking. During reworking operations, the amount of the bond or letter of credit shall be maintained at fifty thousand dollars (\$50,000).

If at any time after no less than a fifteen (15) day written notice to the operator and a public hearing, the city council shall deem any operator's bond or letter of credit to be insufficient, it may require the operator to increase the amount of the bond or letter of credit up to a maximum of two hundred and fifty thousand dollars (\$250,000) per well.

(4) Whenever the inspector finds that a default has occurred in the performance of any requirement or condition imposed by this article, a written notice shall be given to the operator unless immediate compliance is needed due to a serious health or safety condition. Such notice shall specify the work to be done, the estimated cost and the period of time deemed by the inspector to be reasonably necessary for the completion of any work. After receipt of such notice, the operator shall, within the time therein specified, either cause or require the work to be performed, or failing to do so, shall pay over to the city one hundred twenty-five (125) percent of the estimated cost of doing the work as set forth in the notice. In no event, however, shall the cure period be less than thirty (30) days unless the failure presents a risk of imminent destruction of property or injury to persons or unless the failure involves the operator's failure to provide periodic reports as required by this article.

The city shall be authorized to draw against any irrevocable letter of credit or bond to recover such amount due from the operator. Upon receipt of such monies, the city shall proceed by such mode as deemed convenient to cause the required work to be performed and completed, but no liability shall be incurred other than for the expenditure of said sum in hand. In the event that the well has not been properly abandoned under the regulations of the railroad commission, such additional money may be demanded from the operator as is necessary to properly plug and abandon the well and restore the drill site in conformity with the regulations of this article.

(5) In the event the operator does not cause the work to be performed and fails or refuses to pay over to the city the estimated cost of the work to be done as set forth in the notice, or the issuer of the security instrument refuses to honor any draft by the city against the applicable irrevocable letter of credit or bond the city may proceed to obtain compliance and abate the default by way of civil action against the operator, or by criminal action against the operator, or by both such methods or any other remedy available by law.

(6) When the well or wells covered by said irrevocable letters of credit or bond have been properly abandoned in conformity with all regulations of this article, and in conformity with all regulations of the railroad commission and notice to that effect has been received by the city, or upon receipt of a satisfactory substitute, the irrevocable letter of credit or bond issued in compliance with these regulations shall be terminated and cancelled.

(c) Insurance. In addition to the bond or letter of credit required pursuant to this article, the operator shall carry a policy or policies of insurance issued by an insurance company or companies authorized to do business in the state. In the event such insurance policy or policies are cancelled, the oil or gas well permit shall be suspended on such date of cancellation and the operator's right to operate under such oil or gas well permit shall immediately cease until the operator files additional insurance as provided herein.

(1) General requirements applicable to all policies.

(A) The city, its officials, employees, agents and officers shall be endorsed as an additional insured on all applicable policies. A copy of the endorsement is required for evidence of coverage.

(B) All policies shall be endorsed with a waiver of subrogation in favor of the city. A copy of the endorsement is required for evidence of coverage.

(C) All policies shall be written on an occurrence basis where commercially available.

(D) If coverage is written on a claims made basis, the operator must maintain continuous coverage or purchase extended period coverage insurance for four years following expiration or suspension of the oil or gas well permit. The extended coverage period insurance must provide that any retroactive date applicable to coverage under the policy precedes the effective date of the issuance of the permit by the city.

(E) All policies shall be written by an insurer with an A-: VII or better rating by the most current version of the A.M. Best Key Rating Guide or with such other financially sound insurance carriers acceptable to the city.

(F) Deductibles shall be listed on the certificate of insurance and shall be on a per occurrence basis unless otherwise stipulated herein.

(G) Certificates of insurance shall be delivered to the City of Liberty, 1829 Sam Houston, Liberty, Texas 77575 evidencing all the required coverages, including endorsements, prior to the issuance of an oil or gas well permit.

(H) Any failure on part of the city to request required insurance documentation shall not constitute a waiver of the insurance requirement specified herein.

(I) Each policy shall be endorsed to provide the city a minimum thirty (30) day notice of cancellation, nonrenewal, and/or material change in policy terms or coverage. A ten-day notice shall be acceptable in the event of nonpayment of

premium.

(J) During the term of the oil or gas well permit, the operator shall report, in a timely manner, to the inspector any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.

(K) Upon request, certified copies of all insurance policies shall be furnished to the city.

(L) Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy or failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this section.

(M) Operator shall pay promptly all premiums for such insurance in strict accordance with its obligations to its carrier and maintain the required coverage in full effect so long as the permit is valid.

(N) Failure to keep such policies in full force and effect, in accordance with the terms hereof, shall be unlawful.

(2) Commercial general liability policy. This coverage must include premises, operations, blowout or explosion, products, completed operations, sudden and accidental pollution (with discovery and reporting periods of not less than fifteen (15) days and thirty (30) days respectively), blanket contractual liability, underground resources damage, broad form property damage, independent contractors protective liability and personal injury. This coverage shall be a minimum of one million dollars (\$1,000,000) per occurrence.

(3) Excess or umbrella liability. Insurance limits in a minimum of ten million dollars (\$10,000,000). Coverage is to be at least as broad as, applies of and follows form of the primary liability coverage required for commercial general liability, auto liability and employer's liability. Coverage must include an endorsement for sudden or accidental pollution.

(4) Environmental pollution liability coverage.

(A) Operator shall purchase and maintain in force for the duration of the oil or gas well permit, insurance for environmental pollution liability applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims; all in connection with any loss arising from the insured site. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss.

(B) Coverage shall apply to sudden and accidental pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants.

(C) The operator shall maintain continuous coverage or purchase extended period coverage insurance for four years following expiration or suspension of the oil or gas well permit.

The extended coverage period insurance must provide that any retroactive date applicable to coverage under the policy precedes the effective date of the issuance of the permit by the city.

(5) Control of well coverage.

(A) The policy should cover the cost of controlling a well that is out of control, redrilling or restoration expenses, seepage and pollution damage as first party recovery for the operator and related expenses, including, but not limited to, loss of equipment, experts and evacuation of residents.

(B) Policy minimum. Five million dollars (\$5,000,000) per occurrence. A five hundred thousand dollar (\$500,000) sub-limit endorsement may be added for damage to property for which the operator has care, custody, and control.

(6) Workers compensation and employers liability insurance.

(A) Workers compensation benefits shall be state statutory limits.

(B) Employers liability shall be a minimum of five hundred thousand dollars (\$500,000) per accident.

(C) Such coverage shall include a waiver of subrogation in favor of the city and provide coverage in accordance with applicable state and federal laws.

(7) Automobile liability insurance.

(A) Combined single limit of one million dollars (\$1,000,000) combined single limit per occurrence.

(B) Coverage must include all owned, hired and not-owned automobiles.

(C) The city shall be named as an additional insured on the policy and provided with a waiver of subrogation.

(8) Certificates of insurance.

(A) The company must be admitted or approved to do business in the state, unless the coverage is written by a surplus lines insurer.

(B) The insurance set forth by the insurance company must be underwritten on forms that have been approved by the state board of insurance or ISO, or an equivalent policy form acceptable to the city, with the exception of environmental pollution liability and control of well coverage.

(C) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

(D) Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the city. All policies shall be endorsed to read “This policy will not be cancelled or nonrenewed without thirty (30) days’ advanced written notice to the owner and the city except when this policy is being cancelled for nonpayment of premium, in which case ten (10) days’ advance written notice is required.”

(E) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

(d) Indemnification and express negligence provisions. Each oil or gas well permit issued by the inspector shall include the following language:

“Operator does hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which it ever had, or now has or may have, or assigns may have, or claim to have, against the City of Liberty, and/or its departments, agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, or in any way incidental to or in connection with the performance of the work performed by the operator under a gas well permit. The operator shall fully defend, protect, indemnify, and hold harmless the City of Liberty, Texas, its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City of Liberty, Texas, its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by operator, its agents, assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of the work performed by the operator under an oil or gas well permit. The operator agrees to indemnify and hold harmless the City of Liberty, Texas, its departments, its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages suffered as a result of claims, demands, costs, or judgments against the city, its departments, its officers, agents, servants, or employees, created by, or arising out of the acts or omissions of the City of Liberty occurring on the drill site or operation site in the course and scope of inspecting and permitting the oil or gas wells including, but not limited to, claims and damages arising in whole or in part from the negligence of the City of Liberty occurring on the drill site or operation site in the course and scope of inspecting and permitting the gas wells. It is understood and agreed that the indemnity provided for in this section is an indemnity extended by the operator to indemnify and protect the City of Liberty, Texas and/or its departments, agents, officers, servants, or employees from the consequences of the negligence of the City of Liberty, Texas and/or its departments, agents, officers, servants, or employees, whether that negligence is the sole or contributing cause of the resultant injury, death, and/or damage.”

(e) Notice. The individual designated to receive notice shall be a resident of the state upon whom all orders and notices provided in this article may be served in person or by registered or certified

mail. Every operator shall within ten (10) days notify the inspector in writing of any change in such agent or mailing address unless operations in the city are discontinued and abandonment is complete.

(f) Electronic submittal of final plans and other documents. Final plans or other documents required to be submitted under this article and that will be archived must be submitted in an electronic format specified by the City Manager or his designee as a condition to issuance of any type of permit, approval, or other action related to the final plans or documents. The city may provide an electronic conversion service for a fee in the amount established by the city council. The permits director shall provide a schedule indicating which documents must be provided electronically, at which point during the approval process, and other information as necessary to implement an electronic archiving program.

**Secs. 4.07.008-4.07.030 Reserved**

**Division 2. Permits**

**Sec. 4.07.031 Required**

(a) It shall be unlawful for any person acting either for himself or acting as agent, employee, independent contractor, or servant for any person to drill any well, assist in any way in the site preparation, reworking, completion or operation of any such well or to conduct any activity related to the production of oil and/or gas within the city or its extraterritorial jurisdiction without first obtaining an oil and/or gas well permit issued by the city in accordance with this article. Activities include, but are not limited to reworking, initial site preparation, drilling, operation, construction of rigs or tank batteries, and fracturing. A permit shall be required for seismic surveys performed within the city limits. Written notice must be given to the inspector no less than ten (10) days before the activities begin.

(b) Operator must apply for and obtain an oil and/or gas well permit for the drilling, redrilling, deepening, re-entering, or activating of each well.

(c) An oil and/or gas well permit shall not constitute authority for the re-entering of an abandoned well. An operator shall obtain a new oil or gas well permit in accordance with the provisions of this article if the operator is re-entering an abandoned well.

(d) When an oil and/or gas well permit has been issued to the operator for the drilling, redrilling, deepening, re-entering, activating or converting of a well, such oil or gas well permit shall constitute sufficient authority for drilling, completion, operation, production gathering or production maintenance, repair, reworking, testing, plugging and abandonment of the well and/or any other activity associated with mineral exploration at the site of such well, provided, however, that a new or supplemental permit shall be obtained before such well may be reworked for purposes of redrilling, deepening or converting such well to a depth or use other than that set forth in the then current permit for such well.

(e) Any person who intends to rework a permitted well using a drilling rig, or to recompleat or fracture stimulate a permitted well after initial completion or to conduct seismic surveys or other exploration activities, shall give written notice to the inspector no less than ten (10) days before the activities begin. The notice must identify where the activities will be conducted and must describe the activities in detail, including whether explosive charges will be used, the duration of the activities and the time the activities will be conducted. The notice must also provide the

address and 24-hour phone number of the person conducting the activities. If requested by the inspector, the person conducting the activities will post a sign on the property giving the public notice of the activities, including the name, address and 24-hour phone number of the person conducting the activities. If the inspector determines that an inspection is necessary, the operator will pay the city for the inspection.

The following requirements shall apply to all fracture stimulation operations performed on a well within six hundred (600) feet of a protected use:

- (1) At least 48 hours before operations are commenced, the operator shall post a sign at the entrance of the well site advising the public of the date the operations will commence;
  - (2) Flowback operations to recover fluids used during fracture stimulation shall be performed during daytime hours only unless the inspector approves such operations during nighttime hours;
  - (3) A watchman shall be required at all times during such operations; and
  - (4) At no time shall the well be allowed to flow or vent directly to the atmosphere without first directing the flow through separation equipment or into a portable tank.
- (f) An oil or gas well permit shall automatically terminate, unless extended, if drilling is not commenced within one hundred eighty (180) days from the date of the issuance of the oil or gas well permit.
- An oil or gas well permit may be extended by the inspector for an additional one hundred eighty (180) days upon request by the operator and proof that the classification of the requested oil or gas well permit for such location has not changed.
- (g) The oil or gas well permits required by this article are in addition to and are not in lieu of any permit which may be required by other provision of this code or by any other governmental agency.
- (h) Oil or Gas Well Permits may be issued for any well to be drilled within any floodway, as defined in the Flood Hazards Chapter of the Code of the City of Liberty, and as identified by FEMA on the most current FIRM as long as all other necessary permits are obtained from all other controlling governmental agencies including, but not limited to the Environmental Protection Agency, TCEQ, the Texas Railroad Commission, and all others as required by law.
- (i) An oil or gas well permit shall not be issued for any well to be drilled until the operator has paid a road damage fee, as established by the city council. The road damage fee shall be paid by the operator to the city prior to the commencement of any activity under the oil or gas well permit. The road damage fee shall be calculated based on the access lane miles for the appropriate road type, the assessment per lane mile, and the number of lane miles included in each oil and/or gas well permit application. Replacement costs for asphalt and/or concrete road segments shall be determined from current cost per square yard of road surface material, including installation and labor.
- (j) By acceptance of any oil or gas well permit issued pursuant to this article, the operator

expressly stipulates and agrees to be bound by and comply with the provisions of this article. The terms of this article shall be deemed to be incorporated in any oil or gas well permit issued pursuant to this article with the same force and effect as if this article was set forth verbatim in such oil or gas well permit.

**Sec. 4.07.032 Application and filing fees**

(a) Every application for an oil and/or gas well permit issued pursuant to this article shall be in writing signed by the operator, or some person duly authorized to sign on his behalf, and filed with the inspector.

(b) Every application shall be accompanied by a nonrefundable permit fee. The permit fee shall be as established by the city council. The operator, in addition to the usual application fee, shall pay the city an inspector fee in an amount set by the city council for the services of an inspector and/or technical expert to review the application and/or information supplement, and for the services of staff personnel to perform ongoing inspection and ensure the operator's compliance with this article. The operator shall be required to pay an annual administrative fee for each oil and/or gas well permit. The annual administrative fee shall be set by the city council. The fee shall be paid on or before the anniversary date of the issuance of the original oil and/or gas well permit for that particular well. Additional services the city incurs for services of an inspector and/or technical expert shall be paid by the operator at the standard hourly rate plus expenses.

(c) The application shall include the following information:

(1) All application fees and other fees required by this article.

(2) Completed and signed application form containing at least the following information:

(A) Date of the application.

(B) Proposed well name.

(C) Surface owner names(s) and address(es) of the lease property.

(D) Mineral lessee name and address.

(E) Applicant/operator name and address and if the operator is a corporation, the state of incorporation, address, officer's names and addresses, registered agent and address and articles of incorporation; and if the operator is a partnership, the names and addresses of the general and limited partners. Copies of any "Doing Business As" filings.

(F) Name and address of individual designated to receive notice.

(G) Name of operator representative with supervisory authority over all gas operation site activities and a 24-hour phone number.

(H) The name, address and 24-hour phone number of the person to be notified in case of an emergency.

(I) The exact acreage of the drill site and number of wells included in the oil and



gas well permit application.

(J) A notarized statement signed by the operator, or designated representative, that the information submitted with the application is, to the best knowledge and belief of the operator or designated representative, true and correct.

(3) The site plan shall include the following information:

(A) Location and description of all buildings within six hundred (600) feet of the well.

(B) Map showing proposed transportation routes and roads for equipment, water, chemicals or waste products used or produced by the gas operation. The map shall include a list of the length of all public roads that will be used to access the site. The map shall also show the location of any areas to be used for truck staging or storage related to the drill site.

(C) A site plan of the proposed drill site and operation site showing the location of all improvements and equipment, including the location of the proposed well(s) and other facilities, including, but not limited to, fire hydrants proposed to supply water to the site, tanks, pipelines, lights, floodways, compressors, separators and storage sheds.

(D) A detailed site plan that includes specific details to the projected location of the major components of the drilling site, impacted vegetation, creeks and other topographic features, adjacent building and other structures and the measured distance from the well site to these buildings and structures, temporary and permanent fencing and landscaping.

(4) A description of public utilities required during drilling and operation.

(5) A description of the water source to be used during drilling, an estimate of the total volume of water needed, and the approximate dates the water supply will be needed at the site. If the water source will be the city municipal water supply, provide the maximum withdrawal rate in gallons per minute from each point of withdrawal.

(6) A copy of the approved railroad commission permit to drill together with attachments and survey plats which are applicable to the drill and operation sites.

(7) A copy of any stormwater pollution prevention plan required by the Environmental Protection Agency. A copy of the notice of intent shall be submitted to the city department of public works and transportation and environmental services department three (3) days prior to the commencement of any on-site activity.

(8) An accurate legal description of the lease property to be used for the oil and/or gas operation, the parcel and the production unit and name of the geologic formation as used by the railroad commission. Property recorded by plat should reference subdivision, block and lot numbers.

(9) A copy of the determination by the state commission on environmental quality of

the depth of useable quality ground water.

(10) The insurance and security requirement documents under this article.

(11) An emergency action response plan establishing written procedures to minimize any hazard resulting from drilling, completion or producing of gas wells. Said plan shall use existing guidelines established by the railroad commission, state commission on environmental quality, department of transportation, and/or the environmental protection agency. The plan should include drive-to-maps from public rights-of-way to drill site.

(12) A hazardous materials management plan shall be submitted and be on file with the fire department and the inspector.

(13) A copy of the pre-drilling ambient noise level report.

(d) Final plans or other documents that will be archived must be submitted in an electronic format specified by the City Manager or his designee as a condition to issuance of any type of permit, approval, or other action related to the final plans or documents. The city may provide an electronic conversion service for a fee in the amount as established by city council. The City Manager or his designee shall provide a schedule indicating which documents must be provided electronically, at which point during the approval process, and other information as necessary to implement an electronic archiving program.

#### **Sec. 4.07.033 Review procedure**

(a) An oil or gas well permit shall be required if proposed well is to be located within the city on private or public property.

(b) It is the responsibility of the inspector to review and approve or disapprove all applications for oil or gas well drilling permits based on the criteria established by this article. The inspector, within 30 days after the filing of a completed application and remittance of all fees, insurance and security per the requirements of this article for an oil or gas well permit, shall determine whether or not the application complies in all respects with the provisions of this article and shall determine if the proposed well to be drilled or the facility to be installed is in compliance with the distance requirements for the requested oil or gas well permit.

(c) The provisions of this article shall apply to any dwellings or buildings for which an application for a building permit has been submitted on the date the application for an oil or gas well permit is filed with the inspector.

(d) Within forty-five (45) days of the inspector's determination that the application complies with all requirements, the inspector shall place the matter on the city council agenda for a public hearing and give notice by mail of the time, place and purpose thereof to the applicant and any other party who has requested in writing to be so notified. The forty-five (45) day period shall not begin to run until the inspector has made a determination that the application complies with all requirements.

(e) At least twenty (20) days, and no more than thirty (30) days prior to the date of the public hearing before the city council for an oil or gas well permit under this article, the city and the operator shall notify each surface owner of property, as shown by the current tax roll, within six

hundred (600) feet of the proposed well site not owned by or under lease to the operator and the hearing date and time. Such notice, as outlined below, shall be by depositing the same, properly addressed and postage paid, in the United States Mail. Notice shall be sent to all registered neighborhood associations within one mile of the proposed drill site.

(f) At least fifteen (15) days, and no more than twenty (20) days prior to the date of the public hearing before city council for an oil or gas well permit under this article, operator shall publish a copy of the notice as outlined below, at operator's expense, in a weekly published newspaper located within the City. Said notice shall be published for two consecutive weeks. . The notice shall read as follows:

Notice is hereby given that, acting under and pursuant to the Ordinances of the City of Liberty, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ filed with the Inspector of the City of Liberty, an application for an Oil or Gas Well Permit to drill, complete and operate a well for oil OR gas upon property located at \_\_\_\_\_, \_\_\_\_\_ County, Liberty, Texas, more particularly shown on the map of record in Volume \_\_\_\_\_, Page \_\_\_\_\_, Plat records of \_\_\_\_\_ County, Texas or per Tax Tract Number \_\_\_\_\_, \_\_\_\_\_ County, Texas. The City Council will conduct a public hearing on the request for said permit on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_m. in the City Council Chambers located at 1829 Sam Houston Street, Liberty, Texas.

(g) At least twenty (20) days prior to the date of the public hearing before city council for an oil or gas well permit the operator shall, at operator's expense, erect at least one sign, no less than two (2) feet by three (3) feet, upon the premises upon which an oil or gas well permit has been requested. Where possible, the sign or signs shall be located in a conspicuous place or places upon the property at a point or points nearest any right-of-way, street, roadway or public thoroughfare adjacent to such property.

(1) The sign(s) shall substantially indicate that an oil or gas well permit to drill for oil or gas has been requested and state the time and place of the public hearing, and shall further set forth that additional information can be acquired by telephoning the applicant/operator at the number indicated on the sign.

(2) The continued maintenance of any such sign(s) shall not be deemed a condition precedent to the holding of any public hearing or to any other official action concerning this article.

(3) Any sign(s) shall be removed within seven (7) days of final action by the city council.

(4) Operator shall be required to install the sign.

(h) All notice provisions contained herein shall be deemed sufficient upon substantial compliance with this section.

(i) After a permit application is submitted, the inspector shall evaluate the public impact of the proposed activity. The inspector shall consider the proposed site and the proposed operations or drilling program and shall draft recommended restrictions or conditions, including minimum separation distance for drilling or other operations, special safety equipment and procedures,

recommended noise reduction levels, screening and any other requirements the inspector deems appropriate. The recommendation shall be submitted to the city council for consideration prior to the public hearing.

(j) At the public hearing and before the city council considers the merits of the application and the recommendations of the inspector, the applicant/operator shall provide evidence of a certificate of publication establishing timely publication of the notice of the hearing, that timely actual notice of the hearing was given to all persons as required by this article and that the applicant/operator has otherwise complied with or satisfied all other requirements of this article, including full and complete compliance with the insurance and security requirements.

(k) The burden of proof on all matters considered in the hearing shall be upon the applicant/operator.

(l) The city council shall review the application and any other related information. The city council shall consider the following in deciding whether to grant an oil or gas well permit:

(1) Whether the operations proposed are reasonable under the circumstances and conditions prevailing in the area considering the particular location and the character of the improvements located there;

(2) Whether the drilling of such wells would conflict with the orderly growth and development of the city;

(3) Whether there are other alternative well site locations;

(4) Whether the operations proposed are consistent with the health, safety and welfare of the public when and if conducted in accordance with the oil or gas well permit conditions to be imposed;

(5) Whether there is accessible access for the city fire personnel and firefighting equipment;

(6) Whether the impact upon the adjacent property and the general public by operations conducted in compliance with the oil or gas well permit conditions are reasonable and justified, balancing the following factors:

(A) The right of the owners(s) of the mineral estate to explore, develop, and produce the minerals; and

(B) The availability of alternative drill sites.

(7) The recommendations of the inspector.

(m) The city council may require an increase in the distance the well is set back from any protected use or require any change in operation, plan, design, layout or any change in the on-site and technical regulations in [section 4.07.061](#)

<http://z2codes.franklinlegal.net/franklin/DocViewer.jsp?docid=51&z2collection=liberty> of this article, including fencing, screening, lighting, delivery times, noise levels, tank height, or any other matters reasonably required by public interest.

(n) In making its decision, the city council shall have the power and authority to refuse any oil or

gas well permit to drill any well at any particular location within the city, when by reason of such particular location and other characteristics, the drilling of such wells at such particular location would be injurious to the health, safety or welfare of the inhabitants in the immediate area of the city.

(o) The city council may accept, reject or modify the application in the interest of securing compliance with this article, the city code and/or to protect the health, safety and welfare of the community.

(p) If the operator elects not to accept the oil or gas well permit under the terms and conditions imposed by the city council and wishes to withdraw his application, the operator must notify the inspector in writing of his decision.

#### **Sec. 4.07.034 Denial of application**

(a) If the inspector denies an oil or gas well permit application for reasons other than lack of required distance as set out in this article for the requested oil or gas well permit, he shall notify the operator in writing of such denial stating the reasons for the denial. Within thirty (30) days of the date of the written decision of the inspector to deny the oil or gas well permit, the operator may:

(1) Cure those conditions that caused the denial and resubmit the application to the inspector for approval; or

(2) File an appeal to the city council under the provisions outlined in this article

pursuant to [section 4.07.038](#)

<http://z2codes.franklinlegal.net/franklin/DocViewer.jsp?docid=51&z2collection=library>, appeals of this article.

(b) If the inspector determines that all of the provisions of this article have been complied with by the operator but that the proposed drill site does not comply with the distance requirements of this article under the requested oil or gas well permit, the inspector shall notify the operator. The operator may revise the permit to comply or the inspector shall notify the official designated by the city manager and the official shall place the request for an oil or gas well permit under this article on the city council agenda for public hearing within the next forty-five (45) days.

#### **Sec. 4.07.035 Amended permits**

(a) An operator may submit an application to the inspector to amend an existing oil or gas well permit to relocate a drill site or operation site that is shown on (or incorporated by reference as part of) the existing oil or gas well permit, or to otherwise amend the existing oil or gas well permit. Any change to a permit, including a change in operator, transfer of lease, or the route of pipeline must also go through the amended well permit process. An operator must submit an application to commence drilling from a new drill site that is not shown on (or incorporated by reference as part of) an existing oil or gas well permit.

(b) Applications for amended oil or gas well permits shall be in writing, shall be signed by the operator, and shall include the following:

(1) A nonrefundable permit fee as approved by the city council. The applicant/operator, in addition to the usual application fee, shall pay the city for the actual cost to the city for the services of an inspector and/or technical expert to review the application and/or information supplement; additional services the city incurs for services of an inspector and/or technical expert shall be paid by the operator at the

- standard hourly rate plus expenses;
- (2) A description of the proposed amendments;
- (3) Any changes to the information submitted with the application for the existing oil or gas well permit (if such information has not previously been provided to the city);
- (4) Such additional information as is reasonably required by the inspector to demonstrate compliance with the applicable oil or gas well permit; and
- (5) Such additional information as is reasonably required by the inspector to prevent imminent destruction of property or injury to persons.
- (c) All applications for amended oil or gas well permits shall be filed with the inspector for review. Incomplete applications may be returned to the applicant, in which case the city shall provide a written explanation of the deficiencies; however, the city shall retain the application fee. The city may return any application as incomplete if there is a dispute pending before the railroad commission regarding the determination of the operator.
- (d) If the activities proposed by the amendment are not materially different from the activities covered by the existing oil or gas well permit, and if the proposed activities are in conformance with the applicable oil or gas well permit, then the inspector shall approve the amendment within ten (10) days after the application is filed.
- (e) If the activities proposed by the amendment are materially different from the activities covered by the existing oil or gas well permit, and if the proposed activities are in conformance with the applicable oil or gas well permit, then the inspector shall approve the amendment within thirty (30) days after the application is filed. If, however, the activities proposed by the amendment are materially different and, in the judgment of the inspector, might create a risk of imminent destruction of property or injury to persons that was not associated with the activities covered by the existing oil or gas well permit or that was not otherwise taken into consideration by the existing oil or gas well permit, the inspector may require the amendment to be processed as a new oil or gas well permit application.
- (f) The failure of the inspector to review and issue an amended oil or gas well permit within the time limits specified above shall not cause the application for the amended oil or gas well permit to be deemed approved.
- (g) The decision of the inspector to deny an amendment to an oil or gas well permit shall be provided to the operator in writing within ten (10) days after the decision, including an explanation of the basis for the decision. The operator may appeal any such denial to the city council.

**Sec. 4.07.036 Suspension or revocation; effect**

- (a) Operator shall comply at all times with all applicable federal, state and city laws, regulations and rules. If an operator (or its officers, employees, agents, contractors, or representatives) fails to comply with any requirement of an oil or gas well permit, the operator is subject to immediate citation, injunction, abatement or any other remedy permitted by law. When possible under the circumstance, the inspector or other designated city employee or representative shall give written notice to the operator specifying the nature of the failure and giving the operator a reasonable

time to cure, taking into consideration the nature and extent of the failure, the extent of the efforts required to cure, and the potential impact on the health, safety, and welfare of the community.

(b) If the operator fails to comply within ten days after notice, or fails to comply immediately if there is an imminent health and safety issue as determined by the sole discretion of the inspector or other designated city representative, the inspector may suspend or revoke the oil or gas well permit pursuant to the provisions of this article.

(c) No person shall carry on any operations performed under the terms of the oil or gas well permit issued under this article during any period of any oil or gas well permit suspension or revocation or pending a review of the decision or order of the city in suspending or revoking the oil or gas well permit. Nothing contained herein shall be construed to prevent the necessary, diligent and bona fide efforts to cure and remedy the default or violation for which the suspension or revocation of the oil or gas well permit was ordered for the safety of persons or as required by the railroad commission.

(d) If the operator does not cure the noncompliance within the time specified in this article or immediately if there is an imminent health or safety condition, the inspector may notify the railroad commission and request that the railroad commission take any appropriate action.

(e) Operator may file an appeal in writing directed to the city council within thirty (30) days of the date of the decision of the inspector in writing to suspend or revoke an oil or gas well permit.

(f) If an application for an oil or gas well permit is denied by the inspector, nothing herein contained shall prevent a new permit application from being submitted to the inspector for the same well.

#### **Sec. 4.07.037 Periodic reports**

(a) The operator shall notify the inspector of any changes to the following information within one business week after the change occurs:

- (1) The name, address, and phone number of the operator;
  - (2) The name, address, and phone number of the person designated to receive notices from the city; and
  - (3) The operator's emergency action response plan (including drive-to-maps from public rights-of-way to each drill site).
- (b) The operator shall notify the inspector of any change to the name, address, and 24-hour phone number of the person(s) with supervisory authority over drilling or operations activities within one business day.
- (c) The operator shall provide a copy of any incident reports or written complaints submitted to the railroad commission within 30 days after the operator has notice of the existence of such reports or complaints.
- (d) Beginning on the first anniversary date of each well after it is permitted by the city, the operator shall provide an operational status report for every well permitted to the operator within

the city. The report shall include the well name, API number, lease name, city case number, commission permit number, commission lease ID number and current status whether pending, drilling, completing, producing, plugged or abandoned.

#### **Sec. 4.07.038 Appeals**

(a) The city council shall have and exercise the power to hear and determine appeals where it is alleged there is error or abuse of discretion regarding the issuance of an oil or gas well permit or the revocation or suspension of any oil or gas well permit issued hereunder as provided by this article. Any person or entity whose application is denied by the inspector (other than for distance requirements set out in this article) or whose oil or gas well permit is suspended or revoked or whose well or equipment is deemed by the inspector to be abandoned may, within thirty (30) days of the date of the written decision of the inspector, file an appeal to the city council in accordance with the following procedure:

(1) An appeal shall be in writing and shall be filed in triplicate with the official designated by the city manager. The grounds for appeal must be set forth specifically, and the error described, by the appellant.

(2) Within forty-five (45) days of receipt of the records, the official designated by the city manager shall transmit all papers involved in the proceeding, place the matter on the city council agenda for hearing and give notice by mail of the time, place and purpose thereof to appellant and any other party who has requested in writing to be so notified. No other notice need be given.

(b) Appeal fees shall be required for every appeal in the amount as established by the city council. Appeal fees must be paid at the time of filing the appeal.

#### **Secs. 4.07.039-4.07.060 Reserved**

### **Division 3. On-Site and Technical Regulations**

#### **Sec. 4.07.061 Technical regulations**

##### **(a) On-site requirements.**

(1) Abandoned wells. All wells shall be abandoned in accordance with the rules of the railroad commission; however, all well casings shall be cut and removed to a depth of at least ten (10) feet below the surface unless the surface owner submits a written agreement otherwise. Three (3) feet shall be the minimum depth. No buildings shall be built over an abandoned well.

(2) Blowout prevention. In all cases, blowout prevention equipment shall be used on all wells being drilled, worked-over or in which tubing is being changed. Protection shall be provided to prevent blowout during operations as required by and in conformance with the requirements of the railroad commission and the recommendations of the American Petroleum Institute.

(3) Discharge. No person shall place, deposit, discharge, or cause or permit to be placed, deposited or discharged, any oil, naphtha, petroleum, asphalt, tar, hydrocarbon substances or any refuse including wastewater or brine from any gas operation or the contents of any container used in connection with any gas operation in, into, or upon any public rights-of-way, alleys, streets, lots, storm drain, ditch or



sewer, sanitary drain or any body of water or any private or public property in the city.

(4) Drill stem testing. All open hole formation or drill stem testing shall be done during daylight hours. Drill stem tests may be conducted only if the well effluent during the test is produced through an adequate gas separator to storage tanks and the effluent remaining in the drill pipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drill pipe.

(5) Dust, vibration, odors. All drilling and production operations shall be conducted in such a manner as to minimize, so far as practicable, dust, vibration, or noxious odors, and shall be in accordance with the best accepted practices incident to drilling for the production of gas and other hydrocarbon substances in urban areas. All equipment used shall be so constructed and operated so that vibrations, dust, odor or other harmful or annoying substances or effect will be minimized by the operations carried on at any drilling or production site or from anything incident thereto, to the injury or annoyance of persons living in the vicinity; nor shall the site or structures thereon be permitted to become dilapidated, unsightly or unsafe. Proven technological improvements in industry standards of drilling and production in this area shall be adopted as they become available if capable of reducing factors of dust, vibration and odor. Watering, wetting or other methods or materials must be used to control dust adjacent to residential property.

(6) Electric lines. All electric lines to production facilities shall be located in a manner compatible to those already installed in the surrounding area or subdivision.

(7) Electric motors. Only electric prime movers or motors shall be permitted for the purpose of pumping wells. No electric power shall be generated on location. All electrical installations and equipment shall conform to the city ordinances and the appropriate national codes.

(8) Emergency response plan. Prior to the commencement of any gas or other hydrocarbons production activities, operator shall submit to the inspector an emergency response plan establishing written procedures to minimize any hazard resulting from drilling, completion or producing of gas wells. Said plan shall use existing guidelines established by the railroad commission, state commission on environmental quality, department of transportation and/or the Environmental Protection Agency and city fire code. A copy of the emergency response plan shall be kept on site. Final plans or other documents that will be archived must be submitted in an electronic format specified by the City Manager or his designee as a condition to issuance of any type of permit, approval, or other action related to the final plans or documents. The city may provide an electronic conversion service for a fee in the amount established by city council. The City Manager or his designee shall provide a schedule indicating which documents must be provided electronically, at which point during the approval process, and other information as necessary to implement an electronic archiving program.

(9) Equipment painted. All production equipment shall be painted and maintained at all times, including wellheads, pumping units, tanks, and buildings or structures.

When requiring painting of such facilities, the inspector shall consider the deterioration of the quality of the material of which such facility or structure is constructed, the degree of rust, and its appearance. Paint shall be of a neutral color, compatible with surrounding uses. Neutral colors shall include sand, gray and unobtrusive shades of brown, or other neutral colors approved by the inspector.

(10) Explosives. The use of explosive charges on any well site shall require an explosives permit from the fire marshal, as required by the fire code of the city. Use of explosive charges within the city limits shall require approval by the fire marshal.

(11) Fire notice. In the event of a fire or discovery of a fire, smoke, or unauthorized release of flammable or hazardous materials on any property, the operator shall immediately report such condition to the fire department.

(12) Fire prevention; sources of ignition. Firefighting apparatus and supplies as approved by the fire department and required by any applicable federal, state, or local law shall be provided by the operator, at the operator's cost, and shall be maintained on the drill site at all times during drilling and production operations. The operator shall be responsible for the maintenance and upkeep of such equipment. Each well shall be equipped with an automated valve that closes the well in the event of an abnormal change in operating pressure. All well heads shall contain an emergency shut off valve to the well production sale line.

(13) Fracture stimulation earthen pit. Lined earthen pits may be used for the purpose of storing fresh water for fracture stimulation operations. Such pits and contents shall be removed from the premises and the drilling site within sixty (60) days after completion of the well. The operator shall provide temporary fencing around pits. If an operator who maintains a tank or pit does not take protective measures necessary to prevent harm to birds, the operator may incur liability under federal and state wildlife protection laws. Federal statutes, such as the Migratory Bird Treaty Act, provide substantial penalties for the death of certain species of birds due to contact with oil in a tank or pit. These penalties may include imprisonment. State statutes also protect certain species of birds. An operator must screen, net, cover, or otherwise render harmless to birds all open-top storage tanks that are eight feet or greater in diameter and contain a continuous or frequent surface film or accumulation of oil. However, temporary, portable storage tanks that are used to hold fluids during drilling operations, workovers, or well tests are exempt.

(14) Fracture stimulation (fracing) operations. All formation fracture stimulation operations shall be conducted during daytime hours unless the operator has notified and obtained permission from the city for operations during nighttime hours. At no time shall the well be allowed to flow or vent directly to the atmosphere without first directing the flow through separation equipment or into a portable tank.

(15) Gas emission or burning restricted. No person shall allow, cause or permit gases to be vented into the atmosphere or to be burned by open flame except as provided by law or as permitted by the railroad commission. If the venting of gases into the atmosphere or the burning of gases by open flame is authorized as provided by law or as permitted by the railroad commission, then such vent or open flame shall not be

located closer than three hundred (300) feet from any building not used in operations on the drill site and such vent or open flame shall be screened in such a way as to minimize detrimental effects to adjacent property owners.

(16) Gas lift compressor. Any on-site compressor used to “lift gas” shall be designed to comply with the noise requirements of this article.

(17) Gas processing on site. Except for a conventional gas separator or line heater, no refinery, processing, treating, dehydrating or absorption plant of any kind shall be constructed, established or maintained on the premises unless approved as part of the oil or gas well permit.

(18) Grass, weeds, trash. The property on which a well site is located shall at all times be kept free of debris, pools of water or other liquids, contaminated soil, weeds, brush, trash or other waste material within a radius of one hundred (100) feet around any separators, tanks and producing wells.

(19) Hazardous plan. A hazardous materials management plan shall be on file with the fire department and the inspector. Final plans or other documents that will be archived must be submitted in an electronic format specified by the City Manager or his designee as a condition to issuance of any type of permit, approval, or other action related to the final plans or documents. The city may provide an electronic conversion service for a fee in the amount established by the city council. The City Manager or his designee shall provide a schedule indicating which documents must be provided electronically, at which point during the approval process, and other information as necessary to implement an electronic archiving program.

(20) Lights. No person shall permit any lights located on any drill or operation site to be directed in such a manner so that they shine directly on public roads, adjacent property or property in the general vicinity of the operation site. To the extent practicable, and taking into account safety considerations, site lighting shall be directed downward and internally so as to avoid glare on public roads and adjacent dwellings and buildings within three hundred (300) feet. Include location of lights on well permit site plan.

(21) Muffling exhaust. Exhaust from any internal combustion engine, stationary or mounted on wheels, used in connection with the drilling of any well or for use on any production equipment shall not be discharged into the open air unless it is equipped with an exhaust muffler, or mufflers or an exhaust muffler box constructed of noncombustible materials sufficient to suppress noise and prevent the escape of obnoxious gases, fumes or ignited carbon or soot.

(22) Private roads and drill sites. Prior to the commencement of any drilling operations, all private roads used for access to the drill site and the operation site itself shall be at least twenty-four (24) feet wide, have an overhead clearance of fourteen (14) feet and shall be surfaced with asphalt, gravel or caliche. In particular cases these requirements governing surfacing of private roads may be altered at the discretion of the inspector and the director of public works and transportation after consideration of all circumstances including, but not limited to, the following:

distances from public streets and highways; distances from adjoining and nearby property owners whose surface rights are not leased by the operation; the purpose for which the property of such owners is or may be used; topographical features; nature of the soil; and exposure to wind. Watering, wetting or other methods or materials must be used to control dust adjacent to residential property.

(23) Salt water wells. No salt water disposal wells shall be located within the city.

(24) Signs.

(A) A sign shall be immediately and prominently displayed at the gate on the fencing erected pursuant to subsection (c)(2) of this article. Such sign shall be durable material, maintained in good condition and, unless otherwise required by the railroad commission, shall have a surface area of not less than two (2) square feet nor more than four (4) square feet and shall be lettered with the following:

(i) Well name and number;

(ii) Name of operator;

(iii) The emergency 911 number; and

(iv) Telephone numbers of two (2) persons responsible for the well who may be contacted in case of emergency.

Well Name/Number

Name of Operator

Operator 24-hour emergency number

EMERGENCY - DIAL 911

(B) Permanent weatherproof signs reading "DANGER NO SMOKING OR OPEN FLAME ALLOWED, PELIGRO NO FUMAR O INICIAR LLAMA EN ESTA AREA" shall be posted immediately upon completion of the well site fencing at the entrance of each well site and tank battery or in any other location approved or designated by the fire chief of the city. Sign lettering shall be four (4) inches in height and shall be red on a white background or white on a red background. A label must be located on each tank indicating exact chemicals that may be contained in the tank. Text shall be minimum six (6) inches in height, contrasting with the background color. Each sign shall include the emergency notification numbers of the fire department and the operator, well and lease designations required by the railroad commission.

DANGER!

NO SMOKING OR OPEN

FLAME ALLOWED

¡PELIGRO!

NO FUMAR O INICIAR

LLAMA EN ESTA AREA

(C) No other signs shall be permitted on the site except as required by the railroad commission.

(25) Storage of equipment.

(A) On-site storage of equipment is prohibited on the drilling or production operation site. Lumber, pipes, tubing and casing shall not be left on the operation site except when drilling or well servicing operations are being conducted on the site.

(B) No vehicle or item of machinery shall be parked or stored on any street, right-of-way or in any driveway, alley or upon any operation site which constitutes a fire hazard or an obstruction to or interference with fighting or controlling fires except that equipment which is necessary for drilling or production operations on the site. The fire department shall be the entity that determines whether equipment on the site shall constitute a fire hazard.

(26) Storage tanks.

(A) All tanks and permanent structures shall conform to the American Petroleum Institute (A.P.I.) specifications unless other specifications are approved by the fire chief. All storage tanks shall be equipped with a secondary containment system including lining with an impervious material. The secondary containment system shall be a minimum of three (3) feet in height and one and one-half (1-1/2) times the contents of the largest tank in accordance with the fire code, and buried at least one (1) foot below the surface. Drip pots shall be provided at the pump out connection to contain the liquids from the storage tank.

(B) All tanks shall be set back pursuant to the standards of the railroad commission and the National Fire Protection Association, but in all cases, shall be at least twenty-five (25) feet from any public right-of-way or property line. Each storage tank shall be equipped with a level control device that will automatically activate a valve to close the well in the event of excess liquid accumulation in the tank.

(C) No meters, storage tanks, separation facilities, or other aboveground facilities, other than the well head and flow lines, shall be placed in a floodway or the 100-year floodplain.

(27) Tank battery facilities. Tank battery facilities shall be equipped with a lightning arrestor system.

(28) Valves. Each well must have a shutoff valve to terminate the well's production.

The fire department shall have access to the well site to enable it to close the shutoff valve in an emergency.

(29) Waste disposal. Unless otherwise directed by the railroad commission, all tanks used for storage shall conform to the following:

(A) Operator must use portable closed steel storage tanks for storing liquid hydrocarbons. Tanks must meet the American Petroleum Institute (A.P.I) standards. All tanks must have a vent line, flame arrester and pressure relief valve. No tank battery shall be within one hundred (100) feet of any dwelling or other combustible structure.

(B) Drilling mud, cuttings, liquid hydrocarbons and all other field waste derived or resulting from or connected with the drilling, reworking or deepening of any well shall be discharged into above-ground tanks (closed loop mud system). All disposals must be in accordance with the rules of the railroad commission and any other appropriate local, state or federal agency.

(C) Unless otherwise directed by the railroad commission, waste materials shall be removed from the site and transported to an off-site disposal facility not less often than every thirty (30) days. Water stored in on-site tanks shall be removed as necessary.

(D) All waste shall be disposed of in such a manner as to comply with the air and water pollution control regulations of the state, this article and any other applicable ordinance of the city.

(30) Watchman. The operator must keep a watchman or security personnel on site during the drilling or reworking of a well when other workmen are not on the premises.

(31) Wellhead status after fracing. All wellheads waiting on completion, for a period greater than 10 days, shall be:

(A) Completed through the production casing flange with a metal plate or blind flange bolted across the head;

(B) Surrounded with a six (6) foot tall chainlink fence halving a gate and lock;

(C) The cellar shall be filled or closed;

(D) The Bradenhead shall be piped to the surface and open to the atmosphere or have an observable and adequate pressure gauge with operable test valve.

(b) Well setbacks. It shall also be unlawful to drill any well, the center of which, at the surface of the ground, is located:

(1) External setbacks.

(A) Within six hundred (600) feet from a park or within six hundred (600) feet from a protected use for which a building permit has been issued on or before

the date of the application for a drilling permit. The distance shall be calculated from the well bore, in a straight line, without regard to intervening structures or objects, to the primary structure of the protected use or park boundary.

(B) This setback distance may be reduced by the city council to not less than three hundred (300) feet only when there is the written consent of sixty (60) percent of the surface property owners within a radius between three hundred (300) feet and six hundred (600) feet around said well or upon the affirmative vote of not less than a super-majority of seven (7) members of the city council. In the event such approval or consent is not obtained, and upon providing evidence of an attempt to obtain consent of sixty (60) percent of the surface property owners, then the distance may be reduced upon an affirmative vote of a super-majority of seven (7) members of the city council. For protection of the public health, safety and welfare, the city council may impose additional requirements for a reduction of such distance, and take into account the presence of natural or manmade barriers.

(2) Internal setbacks.

(A) Within twenty-five (25) feet from any outer boundary line of the drill well site;

(B) Within twenty-five (25) feet from any storage tank, or source of ignition;

(C) Within seventy-five (75) feet of any public street, road, highway or future street, right-of-way or property line;

(D) Within one hundred (100) feet of any building accessory to, but not necessary to the operation of the well; or

(E) Within two hundred (200) feet to any fresh water well. The measurement shall be in a direct line from the closest well bore to the fresh water well bore. The reduction of the distance requirement for fresh water wells is subject to the railroad commission regulations and any other state or federal requirements.

(F) Tank batteries, well facilities and equipment shall be located at least one hundred (100) feet from an existing protected use or a protected use for which a building permit has been issued on the date of the application for a drilling permit is filed. The distance shall be calculated from the closest tank batteries, well facilities and/or equipment, in a straight line, without regard to intervening structures or objects, to the property line of the building.

(c) Fences, walls, screening.

(1) Fences/walls. Fences shall not be required on drill sites during initial drilling, completion or reworking operations as long as 24-hour on-site supervision is provided. A secured entrance gate containing a Knox-box keybox or pad lock or equivalent shall be required. All gates are to be kept locked when the operator or his employees are not within the enclosure. Within thirty (30) days after completion of the final well, all operation sites shall be completely enclosed by a solid masonry wall

and vegetation. An alternative fence with vegetation may be approved by the city council as a condition of the oil and/or gas well permit. Masonry wall specifications shall be as follows:

(A) The wall shall be of a design compatible with the facilities, buildings and structures on and adjacent to the site.

(B) The wall shall be at least eight (8) feet in height.

(C) All open pits must be fenced on all four sides once the well is producing or when the site becomes unmanned.

(D) No trespassing signs are required on the fence on all four sides of the drill site.

(2) Gate specifications. All masonry walls shall be equipped with at least one (1) gate. The gate shall meet the following specifications:

(A) Each gate shall be not less than twelve (12) feet wide and be composed of two (2) gates, each of which is not less than six (6) feet wide, or one (1) sliding gate not less than twelve (12) feet wide. If two (2) gates are used, gates shall latch and lock in the center of the span;

(B) The gates shall be provided with a combination catch and locking attachment device for a padlock, and shall be kept locked except when being used for access to the site; and

(C) Operator must provide the fire department with a Knox Padlock or Knox Box entry system or equivalent on the gate to access the well site in case of an emergency.

(d) Landscaping.

(1) It shall be the responsibility of the operator to comply with the city's landscaping ordinance including tree preservation/mitigation and maintenance.

(2) Landscaping must blend with the environment and existing surrounding area.

(3) Landscaping must be installed within thirty (30) days from the completion of the permitted gas well.

(e) Vehicle routes for oil or gas well permit.

(1) Vehicles in excess of three (3) tons associated with drilling and/or production shall be restricted to such streets designated as either truck routes or commercial delivery routes by the city code wherever capable of being used. The vehicles shall be operated on a truck route wherever capable of being used. The vehicles shall be operated on a commercial delivery route only when it is not possible to use a truck route to fulfill the purpose for which such vehicle is then being operated. Commercial delivery route means any street or highway so designated by the city council for the use by any commercial motor vehicle, truck-tractor, trailer, semi-trailer, or any



combination thereof.

(2) The city council may restrict the hours of operation of vehicles associated with drilling and/or production when the proposed vehicle route passes through a designated school zone. The department of public works and transportation shall review the vehicle routes to determine if a proposed route includes a designated school zone.

(f) Work hours for oil or gas well permit. Site preparation, well servicing, truck deliveries of equipment and materials, and other related work conducted on the well site shall be limited to between the hours of 6 a.m. to 7 p.m. The restriction on work hours shall not apply in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production. Drilling operations may take place on a 24-hour basis.

(g) Noise restrictions for oil or gas well permit.

(1) No well shall be drilled, redrilled or any equipment operated so as to create any noise which causes the exterior noise level, when measured at the well setback required by this article, to exceed the ambient noise level by more than five (5) decibels during daytime hours and more than three (3) decibels during nighttime hours. Fracture stimulation (fracing) operations shall not exceed the ambient noise level by more than seven (7) decibels. Backflow operations shall not exceed the ambient noise level by more than five (5) decibels during nighttime hours. Production operations shall not exceed the established pre-drilling ambient noise level.

(2) The operator shall be responsible for establishing and reporting to the city the pre-drilling ambient noise level prior to the issuance of a gas well permit. Once the drilling is complete, the operator shall be required to establish a new ambient noise level prior to the installation of any new noise generation equipment.

(3) The exterior noise level generated by the drilling, redrilling or other operations of all gas wells located within six hundred (600) feet of a protected use shall be continuously monitored to ensure compliance. The cost of such monitoring shall be borne by the operator.

(4) Acoustical blankets, sound walls, mufflers or other alternative methods may be used to ensure compliance. All soundproofing shall comply with accepted industry standards and subject to approval by the inspector.

(5) The sound level meter used in conducting noise evaluations shall meet the American National Standards Institute's standard for sound meters.

(h) Tank specifications for oil or gas well permit. All tanks and permanent structures shall conform to the American Petroleum Institute (A.P.I.) specifications unless other specifications are approved by the fire chief. The top of the tanks shall be no higher than eight (8) feet above the terrain surrounding the tanks. All tanks shall be set back pursuant to the standards of the railroad commission and the National Fire Protection Association, but in all cases, shall be at least twenty-five (25) feet from any public right-of-way or property line.

(i) Closed loop mud systems. A closed loop mud system shall be used in conjunction with all drilling and reworking operations for all oil or gas well permits, unless specifically waived by the city council.

(j) Natural gas compressor stations.

(1) All compressor station equipment, at the issuance of the initial certificate of occupancy, shall be set back a minimum of six hundred (600) feet from a park or from a protected use, or a minimum of three hundred (300) feet from all other uses, for which a building permit has been issued on or before the date of the application for a drilling permit. The distance shall be calculated from the primary structure of the compressor station equipment to the primary structure of the protected use or other use or park boundary. This setback may be reduced by the city council if written consent of sixty (60) percent of the surface property owners is obtained. In the event such approval or consent is not obtained, and upon providing evidence of an attempt to obtain consent of sixty (60) percent of the surface property owners, then the distance may be reduced upon an affirmative vote of a super-majority of seven (7) members of the city council.

(2) The boundary of the compressor station site shall be enclosed by a security fence that is a minimum of eight (8) feet in height.

(3) All compressor station equipment shall be enclosed within a building. All buildings shall have exterior walls constructed of masonry.

(4) The operation of the equipment shall not create any noise which causes the exterior noise level to exceed the pre-development ambient noise levels, as measured at the six hundred (600) foot setback. The operator shall be responsible for establishing and reporting to the city the pre-development ambient noise level prior to the issuance of the compressor station permit.

(5) The compressor station site shall be landscaped as follows:

(A) It shall be the responsibility of the operator to comply with the city's landscaping ordinance including tree preservation/mitigation and maintenance.

(B) Landscaping must blend with the environment and existing surrounding area.

(C) Landscaping must be installed within thirty (30) days from the completion of the permitted compressor station.

(6) The inspector shall inspect the compressor station site on an annual basis to determine compliance with the provisions of this article.

(k) Saltwater disposal lines.

(1) Engineered construction drawings for all saltwater disposal lines, including but not limited to oil or gas drilling flowback water, shall be submitted to the city manager or his designee for review. The drawings shall be sealed by a professional

engineer licensed to practice in the state. The drawings shall include the surveyed alignment for the saltwater disposal lines and the limits of any easements.

(2) City water utility standards must be used in the design. The plans must be approved by the city prior to construction and will be subject to inspection by the city. All applicable plan review and inspection fees shall be paid to the city.

(3) Final plans or other documents that will be archived must be submitted in an electronic format specified by the City Manager or his designee as a condition to issuance of any type of permit, approval, or other action related to the final plans or documents. The city may provide an electronic conversion service for a fee in the amount established by city council. The City Manager or his designee shall provide a schedule indicating which documents must be provided electronically, at which point during the approval process, and other information as necessary to implement an electronic archiving program

(l) Installation of pipelines on, under or across public property. The operator shall apply to the city for a franchise or other city council approved agreement on, over, under, along or across the city streets, sidewalks, alley, rights-of-way 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 oil or gas well permit issued pursuant to this article. Operator 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 rights-of way.

(2) Furnish to the City Manager or his designee a plat showing the location of such pipelines. Final plans or other documents that will be archived must be submitted in an electronic format specified by the City Manager or his designee as a condition to issuance of any type of permit, approval, or other action related to the final plans or documents. The city may provide an electronic conversion service for a fee in the amount established by city council. The City Manager or his designee shall provide a schedule indicating which documents must be provided electronically, at which point during the approval process, and other information as necessary to implement an electronic archiving program.

(3) Construct such lines out of pipe in accordance with the city codes and regulations properly cased and vented if under a street;

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

(5) Comply with all city ordinances. No oil or gas well permit shall be issued for any well to be drilled within any of the streets or alleys of the city and/or projected streets or alleys shown by the current comprehensive plan of the city, and no street or alley shall be blocked or encumbered or closed due to any exploration, drilling or production operations unless prior consent is obtained from the inspector. Any consent from the inspector shall be temporary in nature and state the number of hours

and/or days that any street or alley may be blocked, encumbered or closed.

(m) Required inspections. The following inspections are required:

(1) Surface casing. The operator's agent shall notify the inspector in writing (email, fax, or U.S. Postal Mail) at least seventy-two (72) hours prior to running and cementing surface casing. The procedures to be followed in this operation shall be as provided in Cementing, Rule No. 13 of the railroad commission. In addition, the following shall be required:

- (A) Centralizers (1 per 100 ft. or 10 per 1000 ft.).
- (B) New surface casing.
- (C) Adequate or proper floating equipment.
- (D) Class H of class C cement with accelerators.
- (E) Example: Class C with 3 percent CaCl<sub>2</sub>.
- (F) Cement circulated to surface. If not, cement with 1 tubing & top off.
- (G) Wait on cement a minimum of 8 to 12 hrs.
- (H) Test blowout preventor before drilling out of surface casing to 1000 psi.

(2) Completion. The operator's agent shall notify inspector in writing at least seventy-two (72) hours prior to starting completion procedures such as perforating and fracing. The well must be equipped with a blowout preventor before this operation is commenced. Also, if a bridge plug is set over a producing formation prior to additional completion, it must be pressure tested to a sufficient pressure to ensure that it is not leaking.

(3) Pipeline hookup. The operator's agent shall notify the inspector in writing at least seventy-two (72) hours prior to the first sale. The tank battery shall be equipped with a lightning arrestor.

(4) Final acceptance. Within thirty (30) days of the start of production of a well, or of the operation of a pipeline, the inspector will inspect and accept or reject the well site or pipeline installation site clean-up and permanent provisions for security and screening of the well site. The inspector will provide the operator written notification of acceptance within ten (10) working days. If the clean-up or proposed provisions for security and screening are rejected by the city, the operator will be notified of the rejection and the reasons for the rejection in writing within ten (10) working days. The operator must take action to nullify and correct the reasons for rejection within thirty (30) calendar days from the notification.

(n) Operations and equipment; practices, standards, and appearance.

(1) All drilling and pipeline operations shall be conducted in accordance with the practices of a reasonable and prudent operation in the state. All material, equipment,

and testing used shall be of a quality and type consistent with such practice.

(2) Each operator shall not contaminate the ground water by the drilling, pipeline installation or production activities. All rules of the federal government, the state, and the city regarding protecting natural resources must be strictly followed.

(3) Drilling and pipeline production operations shall be conducted in such a manner as to minimize noise, vibration, dust, odors, or other nuisances. Internal combustion engines used on the well or pipeline site must be fitted with exhaust mufflers. For production purposes, only electrically or natural gas powered compressors or motors may be used.

(4) No refining of any kind, except for gas dehydrating and physical phase separation, shall take place at the well site.

(5) The well site shall not be allowed to become dilapidated, unsightly, or unsafe.

(6) The well or pipeline site shall not be used to store pipe, drilling equipment or materials after the drilling or pipeline installation operation has ceased.

(7) No refining plant or main line compression station or cooling plant shall be allowed in the city at any time.

(8) Flaring or burning of gas or petroleum of any kind after the well is in production is prohibited. Temporary flaring or burning to accommodate public safety may be performed but only when approved by the inspector.

#### **Sec. 4.07.062 Cleanup and maintenance**

(a) Cleanup after well servicing. After the well has been completed or plugged and abandoned, the operator shall clean the drill site or operation site, complete restoration activities and repair all property damage caused by such operations to be completed within sixty (60) days.

(b) Clean-up after spills, leaks and malfunctions. After any spill, leak or malfunction, the operator shall remove or cause to be removed to the satisfaction of the city fire chief and the inspector all waste materials from any public or private property affected by such spill, leak or malfunction. Clean-up operations must begin immediately. If the operator fails to begin site clean-up within twenty-four (24) hours, the oil and/or gas inspector may contract for or otherwise employ any clean-up experts by contract or otherwise at the sole expense of operator. Operator expressly consents by applying for a permit to allow a draw down of any bond or letter of credit to cover any clean up expenses. In the event that the bond or letter of credit is exhausted, operator agrees to immediately replenish the amount. City shall have the right to contact the railroad commission in order to facilitate the removal of all waste materials from the property affected by such spill, leak or malfunction.

(c) Free from debris. The property on which a well site is located shall at all times be kept free of debris, pools of water or other liquids, contaminated soil, weeds, brush, trash or other waste material within a radius of one hundred (100) feet around any separators, tanks and producing wells.

(d) Painting. All production equipment shall be painted and maintained at all times, including

wellheads, pumping units, tanks, and buildings or structures. When requiring painting of such facilities, the inspector shall consider the deterioration of the quality of the material of which such facility or structure is constructed, the degree of rust, and its appearance. Paint shall be of a neutral color, compatible with surrounding uses. Neutral colors shall include sand, gray and unobtrusive shades of brown, or other neutral colors approved by the inspector.

(e) Blowouts. In the event of the loss of control of any well, operator shall immediately take all reasonable steps to regain control regardless of any other provision of this article and shall notify the inspector as soon as practicable. The inspector shall certify in writing, briefly describing the same, to the official designated by the city manager. If the inspector, in his opinion, believes that danger to persons and property exists because of such loss of well control and that the operator is not taking or is unable to take all reasonable and necessary steps to regain control of such well, the inspector may then employ any well control expert or experts or other contractors or suppliers of special services, or may incur any other expenses for labor and material which the inspector deems necessary to regain control of such well. The city shall then have a valid lien against the interest in the well of all working interest owners to secure payment of any expenditure made by the city pursuant to such action of the inspector in gaining control of said well.

#### **Sec. 4.07.063 Plugged and abandoned wells**

(a) Surface requirements for plugged and abandoned well. Whenever abandonment occurs pursuant to the requirements of the railroad commission, the operator so abandoning shall be responsible for the restoration of the well site to its original condition as nearly as practicable, in conformity with the regulations of this article.

(b) Approval after abandonment. Abandonment shall be approved by the inspector after restoration of the drill site has been accomplished in conformity with the following requirements at the discretion of the inspector:

- (1) The derrick and all appurtenant equipment thereto shall be removed from drill site;
- (2) All tanks, towers, and other surface installations shall be removed from the drill site;
- (3) All concrete foundations, piping, wood, guy anchors and other foreign materials regardless of depth, except surface casing, shall be removed from the site, unless otherwise directed by the railroad commission;
- (4) All holes and depressions shall be filled with clean, compactable soil;
- (5) All waste, refuse or waste material shall be removed from the drill site; and
- (6) During abandonment, operator shall comply with all applicable sections in this article.

(c) Abandoned well requirement. The operator shall furnish the following at the discretion of the inspector:

- (1) A copy of the W-3A 'Notice of Intention to Plug & Abandon' and W-3 'Plugging

Record' forms on the same date these forms are submitted to the commission; and

(2) A prior forty-eight (48) hour notice of intention to abandon under the provisions of this section and stating the date such work will be commenced. Abandonment may then be commenced on or subsequent to the date so stated.

(3) All wells shall be abandoned in accordance with the rules of the railroad commission; however, all well casings and cellars shall be cut and removed to a depth of at least three (3) feet below the surface. A permanent abandonment marker pipe, with the well identity and location permanently inscribed, shall be welded to the casing and shall be at least four (4) inches in diameter with a length of four (4) feet visible above the ground level.

(d) Abandonment requirements prior to new construction. All abandoned or deserted wells or drill sites shall meet the most current abandonment requirements of the railroad commission prior to the issuance of any building permit for development of the property. No structure shall be built over an abandoned well.

#### **Sec. 4.07.064 Technical advisor**

The city may from time to time employ a technical advisor or advisors who are experienced and educated in the oil and gas industry or the law as it pertains to oil and gas matters. The function of such advisor(s) shall be to advise, counsel or represent the city on such matters relating to oil and gas operations within the city as the city may want or require and the effect thereof, both present and future, on the health, welfare, comfort and safety of the citizens of the city. In the event such technical advisor(s) is employed for the purpose of advising, counseling or representing the city relative to an operator's unique and particular set of circumstances, case or request relating to this article, then the cost for such services of such technical advisor(s) shall be assessed against and paid for by such operator in addition to any costs and expenses incurred by the technical advisor. Additionally, an administrative fee as outlined in city's fee schedule must be paid to the City by the Operator. Prior to the employment of a technical advisor, the city shall inform the operator of the intended scope of work and the estimated costs and expenses. The employment of a technical advisor shall be approved by the city council.

Section 2: 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 3: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of  
Liberty, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Carl Pickett, Mayor

Ordinance 2013-8  
Page 39

City Council Meeting

August 13, 2013

ATTEST:

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Dianne Tidwell, City Secretary





## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.A.12

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Misc.

### COUNCIL ACTION (ID # 2785)

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DOC ID: 2785



## The City of Liberty

City Council  
1829 Sam Houston  
Liberty, TX 77575

7.C.1

Meeting: 08/13/13 06:00 PM

Department: Administration  
Category: Executive Session Items

### COUNCIL ACTION (ID # 2787)

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DOC ID: 2787