The City of Liberty
City Council
Regular Meeting
~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, March 11, 2014 | **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	☐	☐	☐	
Mayor Pro Tem Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Frank Jordan	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

V. PRESENTATIONS / REPORTS

1. Information Item (ID # 2954)

Project Updates - City Mgr. G. Broz

2. Information Item (ID # 2955)

Recycling Report - Councilperson Huddleston

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, February 11, 2014

2. Tuesday, February 25, 2014

VII. REGULAR AGENDA

A. Regular Session

1. Ordinance 2014-2

Consider an Ordinance adopting a Franchise Agreement between the City of Liberty and Entergy Texas, Inc. (2nd Reading)

- Entergy Apprving Franchise (DOC)

2. Council Action 2014-11

Consider ratifying the Liberty Community Development Corporation's award of bid for the Lakeland to Bypass Street Connector Project, and take any action deemed necessary.

- Bid Tab Street Project (PDF)

3. Council Action 2014-12

Consider award of bid for the Ridgewood Subdivision Waterline Improvements, and take any action deemed necessary.

- Bid Tab Ridgewood Waterline 2014(PDF)

4. Council Action 2014-13

Consider acceptance of the City Secretary's Certification of Unopposed Candidates. Considerar La Aprobación De Certificación De La Secretaria De La Ciudad De Los Candidatos Sin Oposición.

- CERT of Unopposed Cand (PDF)

5. Ordinance 2014-6

Consider Adoption of an Ordinance Cancelling the May 10, 2014 General Election and Declaring Unopposed Candidates Elected to Office. Considerar La Adopción De Una Ordenanza Cancelando Las Elecciones Generals Del 10 De Mayo Del 2014 Y Declarando Los Candidatos Sin Oposición a Las Elecciones.

6. Council Action 2014-14

Consider declaring various City vehicles and equipment as surplus property, and take any action deemed necessary.

- Auction List 2014 (PDF)

VIII. ADJOURNMENT

1. Motion To: Adjourn

CERTIFICATION

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 7th day of March, *2014 at 4:30 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 _____________________, 2014.

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

Meeting: 03/11/14 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2954)

DOC ID: 2954

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

Meeting: 03/11/14 06:00 PM
Department: Administration
Category: Reports

INFORMATION ITEM (ID # 2955)

DOC ID: 2955

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The City of Liberty
City Council
Regular Meeting
~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, February 11, 2014 **6:00 PM** **City Council Chambers**

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Frank Jordan	Councilperson	Present	
Louie Potetz	Councilperson	Present	6:40 PM
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Randy Gunter	City Attorney	Present	

II. INVOCATION

The Invocation was given by Pastor Tim Gruver, Heights Baptist Church, Liberty.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Liberty High School Seniors Sarah Herrington and Spencer Liles.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Police Chief Billy Tidwell reported that previously new officers were sworn in at the Liberty Police Department, however, a swearing-in of two new officers will take place in the City Council Chambers on Friday, February 14th. This facility will become the permanent location for future swearing-in ceremonies. Municipal Court Judge Mike Little will issue the Oath of Office. Chief Tidwell stated that an officer's commitment to service should be honored with a more dignified and public ceremony, to include family, friends, and the community.

Mayor Pickett reported that a Special Called Meeting of the City Council will be held on Tuesday, February 25th and that the Annual Liberty Jubilee will take place on March 28th & 29th.

V. PRESENTATIONS / REPORTS

1. Information Item (ID # 2934)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on a printed handout of current projects stating that the inclement weather had slowed down the progress of some projects, and reported on the following:

1) an individual was attempting to steal copper from a metal pole at the Beaumont Substation, but was apprehended as a result of a neighbor calling in the incident,

2) waiting on Boomerang Tube to schedule transfer of the last four circuits to the new substation, as Boomerang will have to shut completely down in order for the transfer to occur,

3) trusses being installed in the new Police Department facility,

4) Street Project is out for bid,

5) Layl Sewer Project upgrade, funded through a Community Development Block Grant, is complete,

6) working to find a location and true costs of proposed new water well, also working with the Texas Water Development Board for possible funding options,

7) Building Inspector Roy Gilliland will retire, effective February 28th, after 41 years of service with the City,

8) discussion of other City related projects.

VI. CONSENT AGENDA

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

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

A. Minutes Approval

1. Tuesday, January 14, 2014

2. Thursday, January 30, 2014

B. Resolution 2014-3

Consider a Resolution authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation for the temporary closure of Main Street during the Liberty Jubilee.

ATTACHMENTS:

- TxDOT Temporary Rd. Closure Agreement 2014 (DOC)

VII. REGULAR AGENDA

A. Regular Session

1. Ordinance 2014-1

Consider adoption of an Ordinance ordering a General Election to be held in the City of Liberty on Saturday, May 10, 2014, authorizing a Joint Election Agreement and Election Services Agreement by and between the City of Liberty, Liberty Independent School District, Liberty County Hospital District No. 1, City of Devers, and the Liberty County Clerk's Office. Considere una aceptacion a la ordenanza que manda a una eleccion general que tendra lugar en la ciudad de liberty, el sabado 10 de mayor, 2014; que autoriza un Acuerdo de Elecciones Conjuntas y un Contrato de los Servicios de Eleccion pro y entre la Ciudad de Liberty, el Distrito Escolar Independiente de Liberty, el Hospital del Distrito No. 1 de la Ciudad de Liberty, la Ciudad de Devers, y la Oficina del Secretario del Condado de Liberty.

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the Ordinance ordering the May 10, 2014 General Election as follows:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 10TH DAY OF MAY, 2014 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, LIBERTY INDEPENDENT SCHOOL DISTRICT, LIBERTY COUNTY HOSPITAL DISTRICT NO. 1, CITY OF DEVERS, AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

City Secretary Dianne Tidwell reported that those Council Members whose terms expire are Mayor Pickett and Council Members Jordan, Potetz and Arnold. Ms. Tidwell also stated that the City of Devers would like to be included in the May 10th Joint Election to be conducted by the Liberty County Clerk's Office. Ms. Tidwell stated that election costs are decreased as more entities participate in the joint election.

Motion was made to adopt the ordinance ordering the May 10, 2014 General Election.

ATTACHMENTS:

- 2014 Election Agrmnt Draft #2 (DOCX)

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

2. Ordinance 2014-2

Consider an Ordinance adopting a Franchise Agreement between the City of Liberty and Entergy Texas, Inc.

COMMENTS - Current Meeting:

City Attorney Randy Gunter explained that there are two ordinances that work in conjunction with each other in regard to the proposed Entergy Franchise Agreement. Mr. Gunter stated that he, the City Manager, and an Austin attorney that specializes in franchise agreements had worked alongside Entergy and feel that these documents reflect appropriate extensions of the franchise. Mr. Gunter continued by stating that the first ordinance authorizes use of the City's rights-of-way to run power and use of air space to run overhead lines. Mr. Gunter stated that the second ordinance actually adopts the franchise agreement.

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, GRANTING TO ENTERGY TEXAS, INC., ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF LIBERTY FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRICAL LIGHTING AND POWER SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION TO THE CITY OF LIBERTY FOR ENTERGY TEXAS, INC.'S USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; PROVIDING FOR CITY USE OF COMPANY FACILITIES; PROVIDING A RIGHT OF CITY TO AUDIT COMPANY BOOKS AND RECORDS; PROVIDING FOR AMENDMENT TO AND ASSIGNMENT OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY; PROVIDING SAVING IF ANY PROVISIONS BECOME INVALID; AND REPEALING ALL PRIOR FRANCHISES BETWEEN THE CITY OF LIBERTY AND ENTERGY TEXAS, INC."

Discussion was held regarding the City receiving Entergy franchise fees in the amount of approximately $13,000 per year, the document providing for a 25 year franchise, and other related topics. A motion was made by Councilperson Beasley seconded by Councilperson Huddleston to adopt the Ordinance, on the first reading.

Mr. Ron Fletcher, the new Entergy representative for this area, introduced himself and stated that he would be pleased to obtain the answers to any questions that Council may have.

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

'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY ADOPTING THE FRANCHISE AGREEMENT BETWEEN THE CITY AND ENTERGY TEXAS, INC.: ADOPTING A NEW SURCHARGE TARIFF ALLOWING ENTERGY TEXAS INC. TO RECOVER INCREMENTAL FRANCHISE FRANCHISE RENTAL FEES THROUGH A SURCHARGE CALCULATED PURSUANT TO THE RATE SET FORTH IN SUBSECTION 11(A) OF THE FRANCHISE AGREEMENT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW."

Attorney Randy Gunter explained that Entergy requested that the City first give Entergy the franchise and subsequently address the ordinance adopting the franchise. A motion was made by Councilperson Huddleston, seconded by Councilperson Simonson to adopt the ordinance, on the first reading.

ATTACHMENTS:

- Entergy Apprving Franchise (DOC)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Diane Huddleston, Mayor Pro Tem
AYES:	Pickett, Huddleston, Beasley, Jordan, Simonson, Arnold
ABSENT:	Louie Potetz

3. Public Hearing (ID # 2938)

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

COMMENTS - Current Meeting:

At 6:37 p.m., Mayor Pickett opened the Public Hearing on the Liberty Community Development Corporation, Community Development Capital Improvement Program. As General Manager of the Corporation, Mr. Broz reported that the Street Project has been the sole focus, and the major project, of the Corporation. Brief discussion was held regarding the status of the recent condemnation proceedings relative to the Street Project. This annual report is required by the LCDC Bylaws.

At 6:39 p.m., Mayor Pickett closed the Public Hearing.

4. Council Action 2014-6

Consider approval of a lease agreement with Sjolander Aviation, for property at the Liberty Municipal Airport.

COMMENTS - Current Meeting:

Mr. Broz reported the proposed lease agreement with Sjolander Aviation LLC, is for 9,360 square feet of land at the Liberty Municipal Airport, for the purpose of constructing a hangar and associated improvements on the premises. The lease stipulates a ground lease rental of fifteen cents ($.15) per square foot, for annual lease payments of $1404.00.

Councilperson Potetz arrives at 6:40 p.m.

Lengthy discussion was held regarding a possible abatement, hangar value of approximately $600,000, maintenance and depreciation, 30 year lease at which time the improvements on the property are transferred to City ownership, increased aviation activity at the Airport, and other related topics.

A motion was made to approve the Hangar Land Lease Agreement with Sjolander Aviation, LLC.

ATTACHMENTS:

- Sjolander Agreement Feb 2014 (PDF)

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

5. Council Action 2014-7

Consider acceptance of an Architectural Agreement for restroom facility renovation at the Liberty Municipal Park.

COMMENTS - Current Meeting:

Mr. Broz reported on the City's original intent to construct a single restroom at the Liberty Municipal Park, south of the Splash Park, for a cost of $170,000. After discussion with a representative of the Baseball Association, the Association is also in need of restrooms and are willing to partner in this project with a contribution of $60,000, to build a larger 4-stall facility on the north side of the Splash Park. Proposed budget for this project, with Architectural Alliance, Inc., Beaumont, Texas, is $241,146.00, which includes the architect's fee of $18,378.00 or 8.25% of the estimated project cost.

After lengthy discussion of the proposed project, the need to reconfirm the Baseball Board's commitment and other related issues, a motion was made to construct one large restroom at a cost of $241,146, contingent upon the Baseball Board's participation, to be approved prior to the City's funding; and if not forthcoming from the Baseball Board, to move forward with construction of the original restroom project, at a cost of $170,000.

ATTACHMENTS:

- Architectural-Park RR Renov (PDF)

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

6. Ordinance 2014-3

Consider adoption of an Ordinance expanding the City’s regulation of sex offenders subject to residence restrictions.

COMMENTS - Current Meeting:

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

"AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 8.04.001, AMENDING THE DEFINITION OF A SEX OFFENDER; 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 the current ordinance forbade sex offenders from living near schools and parks, but only if the offender had been convicted of an offense in which the victim was a child. The proposed revision of the ordinance, found under "Definitions" now makes the age of the victim no long a consideration.

A motion was made to adopt the Ordinance amending the definition of a sex offender.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Libby Simonson, Councilperson
SECONDER:	David Arnold, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

7. Council Action (ID # 2942)

Discussion of possible annexation south along the Trinity River, and take any action deemed necessary.

COMMENTS - Current Meeting:

Lengthy discussion was led by Councilperson Jordan regarding an annexation plan to extend the City in a nine-phase plan. This plan includes annexing property to the south of the City, along the east bank of the Trinity River, extending 1000 feet eastward of the river. The ultimate goal of the proposed annexation process is to encompass property held by the various Moss Bluff Gas Storage Facilities. Discussed were survey and legal fees, and other annexation costs in the amount of approximately $60,000 - $107,000. Further discussion inlcuded an area service plan, City of Anahuac possibly being interested in annexing the same property, creation of a deep water port on the Trinity, nine one-mile annexations to reach the salt dome, property tax revenues, contacting the gas storage companies operating in the area to give them notice of the proposed annexation plan, and other related issues.

Councilperson Beasley made a motion to approve the first phase of the annexation, annexing the first 1000 feet along the bank of the river, and to contact the various gas storage companies. The motion died for lack of a second.

No formal action was taken, however, consensus of Council was that management contact the gas storage companies regarding possible annexation and to place this item on the agenda for the March Council Meeting.

8. Ordinance 2014-4

Consider adoption of an Ordinance regulating and establishing a Licensing and an Occupation Tax for Amusement Machines.

COMMENTS - Current Meeting:

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

"AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CREATING ARTICLE 4.11, FOUND IN CHAPTER 4, REGARDING AMUSEMENT MACHINES; PROVIDING FOR HOURS OF OPERATION; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING FOR AN OCCUPATIONAL TAX; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

Mr. Broz stated that this ordinance will provide the City leverage in regulating electronic slot machines that, by State law, are not allowed to dispense prizes valued over $5, but which often operate as illegal gambling machines. The new ordinance requires the owner of such machines to obtain an annual $50 permit and to pay the City an amount equal to one-half of the state's occupation tax. These machines must be kept 300 feet from a residence or school.

A motion was made to adopt the ordinance regulating amusement machines in the City.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Diane Huddleston, Mayor Pro Tem
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

9. Ordinance 2014-5

Consider an amendment to the Master Fee Ordinance to include fees for permitting, Occupation Tax, and other fees related to amusement machines.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS PROVIDING FOR THE AMENDMENT OF MASTER FEE SCHEDULE FOR ALL RATES AND FEES CHARGED BY THE CITY OF LIBERTY; PROVIDING FOR AN OCCUPATION TAX ON COIN-OPERATED MACHINES AND A LICENSE FEE ON AMUSEMENT CENTERS; PROVIDING THAT ALL RATES OR SCHEDULES OF RATES CONFLICTING HEREWITH ARE AMENDED; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS."

City Attorney Randy Gunter explained that this ordinance sets the related fees for the amusement machines discussed in the previous agenda item.

A motion was made to adopt the ordinance.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Arnold, Councilperson
SECONDER:	Diane Huddleston, Mayor Pro Tem
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

VIII. ADJOURNMENT

1. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:38 p.m.

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Carl Pickett, Mayor

ATTEST:

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Dianne Tidwell, City Secretary

The City of Liberty
City Council
Special Called Mtng. & Joint Mtng.-LCDC
~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, February 25, 2014 | **6:02 PM** | **City Council Chambers**

I. CALL TO ORDER

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

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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

Police Chief Billy Tidwell reported on a scam involving citizens receiving phone calls stating the caller is from the City of Liberty, and that electric utilities will be disconnected if they do not immediately pay their bill. A prepaid credit card was to be purchased by the citizen who was to then contact the caller with the number on the back of the card. Chief Tidwell stated that these type scams cycle frequently and the public needs to be aware that no reputable business would operate in this manner. Chief Tidwell stated that the Police Department has looked into the issue and it seems the caller is from outside of the U.S., with an untraceable number.

Mayor Pickett commented that the Liberty-Dayton Chamber of Commerce Annual Awards Banquet will be held on Friday, February 28th, and a Texas Municipal League Region XVI Meeting will be held in Orange, Texas on Thursday, March 27th.

III. REGULAR AGENDA

A. Regular Session

1. Resolution 2014-4

Consider a Resolution approving a new Street Project (approximately 4,700 linear feet) in an undeveloped area on the east side of the City off of the Highway 146 Bypass to be financed, in part, with funds provided by the Liberty Community Development Corporation, and approving a Project Funding Agreement related thereto with the Corporation. (2nd Reading)

COMMENTS - Current Meeting:

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

"A RESOLUTION APPROVING A NEW STREET PROJECT (APPROXIMATELY 4,700 LINEAR FEET) IN AN UNDEVELOPED AREA ON THE EAST SIDE OF THE CITY OFF OF THE HIGHWAY 146 BYPASS TO BE FINANCED, IN PART, WITH FUNDS PROVIDED BY THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION, AND APPROVING A PROJECT FUNDING AGREEMENT RELATED THERETO WITH THE CORPORATION."

This project is to be financed, in part, with funds provided by the Liberty Community Development Corporation. The Corporation will issue Sales Tax Revenue Bonds for the repayment of this debt, with a funding agreement to be executed between the City and the Corporation. After brief discussion of various issues related to the Street Project to include prospective businesses, the street route, future connecting streets, and other topics, a motion was made to approve the Resolution approving the Street Project as presented, upon the second reading.

ATTACHMENTS:

- City Reso Approving St Project (PDF)

RESULT:	**APPROVED [6 TO 1]**
MOVER:	Dennis Beasley, Councilperson
SECONDER:	David Arnold, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Simonson, Arnold
NAYS:	Louie Potetz

2. Resolution 2014-5

Consider a Resolution approving a Resolution of the Liberty Community Development Corporation with respect to the issuance by the Corporation of approximately $3,900,000 in principal amount of Sales Tax Revenue Bonds, Series 2014, in order to provide a portion of the funds required to finance construction of a new Street Project (approximately 4,700 linear feet) in an undeveloped area on the east side of the City off of the Highway 146 Bypass for the purpose of promoting new or expanded business development in the City, and approving other matters related thereto including a Sales Tax Remittance Agreement.

COMMENTS - Current Meeting:

This being a joint meeting of the Liberty City Council and the Liberty Community Development Corporation, Mr. Bob Henderson, RBC Capital Markets, the City and the Corporation's Financial Advisor, had addressed both entities prior to Council approving the Street Project, upon its second reading.

Mr. Henderson spoke regarding the issuance of LCDC Sales Tax Revenue Bonds, in the amount of $3,215,000.00, for the Street Project. Previous proposed issuance estimates were for $3.9 million, however, after firm project cost estimates were obtained, an issuance of only $3,215,000 is required. Mr. Henderson reported on rating calls that resulted in the Corporation receiving a rate of "A-" with stable rating. This rating was achieved due to the historical average of collections from the sales tax revenues being over $1 million for the last six years.

Mr. Henderson detailed the negotiated interest rate of 3.925172% average coupon on debt, however with financial advisor fees, legal fees, attorney general fees, etc., the true interest rate becomes 4.206379%; with Samco Capital Markets as underwriter. Further discussion entailed the sources and uses of funds, bond summary statistics, bond pricing and maturity dates, the debt service with some bonds being callable on March 1, 2023, and other related issues.

Mr. Tom Spurgeon, McCall, Parkhurst, & Horton, the City's Bond Counsel, explained that the proposed Resolution also approves a Paying Agent/Registrar Agreement, Project Funding Agreement, Sales Tax Remittance Agreement, and a Purchase Contract. Mr. Spurgeon described the purpose and importance of each of these documents.

A motion was made to approve the Resolution approving the LCDC's issuance of Sales Tax Revenue Bonds, Series 2014, in the amount of $3,215,000.00, for the Street Project.

RESULT:	**APPROVED [6 TO 1]**
MOVER:	David Arnold, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Simonson, Arnold
NAYS:	Louie Potetz

3. Council Action 2014-8

Consider approval of a bid received for Tax Resale Property described as M.G. White, Tract 23.

COMMENTS - Current Meeting:

City Attorney Randy Gunter stated that the tax sale property described as the M.G. White, Tract 23, is a 50% undivided interest in seventy-five acres, located on the west side of Hwy. 563, across from the Elks Lodge. Mr. Gunter reported there is no road frontage, the bid received for the property is $6500, back taxes owed in the amount of $1000, and there have been no other offers on the property since 2001. This property has been off the tax rolls since a Sheriff's Sale in 2001 and held in trust for the taxing entities. Mr. Gunter concluded by stating that the Central Appraisal District value for 50% interest is approximately $15,000.00. The other taxing entities have approved the bid of $6500.00.

Motion was made to approve the bid of $6500.00 for the property described as 50% undivided interest in (Tax Tract No. 23), M.G. White League, Liberty County, Texas.

ATTACHMENTS:

- Tax Resale-MG White Feb 2014 (PDF)

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

4. Council Action 2014-9

Consider approval of a bid received for Tax Resale Property described as the Chesson Add. Tract 1 Lot 6.

COMMENTS - Current Meeting:

Council reviewed a power point presentation of the property described as the Chesson Addition, Tract 1, Lot 6. City Attorney Randy Gunter explained that this property, which is slightly less than one-quarter acre, is located in the Minglewood area and is valued at $40,000. Mr. Gunter further stated that $34,460 of that value is for a trailer home located on the property. As viewed in the photos, the trailer home is in extremely bad condition and the bidder has stated that it will be torn down and the debris removed. The bid received is for $3000, and the bidder has agreed to pay the 2013 taxes.

The other taxing entities have agreed to the sale of this property for $3000.00. After brief discussion of the property and its location, a motion was made to approve the bid of $3000 for the property described as the Chesson Addition, Tract 1, Lot 6.

ATTACHMENTS:

- Tax Resale-Chesson Add.-Feb 2014 (PDF)

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

5. Council Action 2014-10

Consider approval of an Interlocal Agreement with Liberty County Hospital District Number 1 for maintenance of the Liberty-Dayton Regional Medical Center parking lots.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the agreement between the City and Liberty County Hospital District No. 1 is for the maintenance of the parking lots at the Liberty-Dayton Regional Medical Center. City Attorney Randy Gunter commented that in return for these services, the City would receive supplies to restock its ambulances. After further discussion of the limits of the agreement, Mr. Broz stated that no funds would be spent on this project until further details were obtained, and this information brought back to Council.

A motion was made to approve the Agreement.

ATTACHMENTS:

- Interlocal with Hosp Dist No. 1-Parking Lots (DOCX)

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

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 6:44 p.m.

.

____
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

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

Meeting: 03/11/14 06:00 PM

Department: Administration
Category: Franchise Agreements

ORDINANCE 2014-2

DOC ID: 2937 D

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY ADOPTING THE FRANCHISE AGREEMENT BETWEEN THE CITY AND ENTERGY TEXAS, INC.; ADOPTING A NEW SURCHARGE TARIFF ALLOWING ENTERGY TEXAS INC. TO RECOVER INCREMENTAL FRANCHISE RENTAL FEES THROUGH A SURCHARGE CALCULATED PURSUANT TO THE RATE SET FORTH IN SUBSECTION 11(A) OF THE FRANCHISE AGREEMENT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is an electric utility operating within the municipal limits of the City of Liberty ("City");

WHEREAS, it is convenient and necessary for the Company to use the public rights-of-way of City for the placement of facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services within and through the municipal limits of City;

WHEREAS, the City is the steward of public property and it is reasonable and proper to collect a rental fee for the use and occupation of public rights-of-way under Public Utilities Regulatory Act ("PURA") § 33.008;

WHEREAS, ETI and the City desire to enter into the attached Franchise Agreement for the Company to use and occupy the public rights-of-way to conduct its electric business within the City and for the City to be compensated under PURA § 33.008;

WHEREAS, the Franchise Agreement authorizes the Company to collect through a surcharge the Incremental Franchise Fees paid to the City until such time as the Incremental Franchise Fee amounts may be incorporated into the Company's rates; and

WHEREAS, the Franchise Agreement is for a term of twenty-five years; and

WHEREAS, the Franchise Agreement provides for the permanent relocation of Company facilities at Company's expense for the closing, opening, widening or relocating of streets or alleys, or water or sewer lines, or the changing of grade of streets or alleys; and

WHEREAS, the Franchise Agreement provides for the trimming of trees and the removal of trimmings associated with the maintenance of the Company's power lines; and

WHEREAS, the Franchise Agreement provides for the use by City of available pole space for City owned equipment; and

WHEREAS, the Franchise Agreement makes provisions in the event the City chooses to audit the Company's books for the franchise fee payment; and

WHEREAS, the Franchise Agreement makes provisions in the event there is an assignment of the Franchise Agreement; and

WHEREAS, the attached Surcharge Tariff is designed to collect an amount equal to the Incremental Franchise Fees paid to the City until such time as the Company may include those costs in its rates;

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

Section 1. The findings and provisions set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The Franchise Agreement attached as Exhibit "A" is approved and shall be effective according to its terms.

Section 3. The Franchise Fee Surcharge Tariff attached as Exhibit "B" is approved and the Company is authorized to implement the Surcharge Tariff in accordance with the terms of the Franchise Agreement.

Section 4. The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This ordinance shall become effective from and after passage.

PASSED AND APPROVED ON FIRST READING by ________ vote of the City Council of the City of Liberty, Texas on this the _____day of _______________, 2014.

PASSED AND APPROVED ON SECOND READING by ________ vote of the City Council of the City of Liberty, Texas on this the _____day of _______________, 2014.

THE CITY OF Liberty, TEXAS

By: _______________________________

ATTEST:

____

City Secretary

APPROVED AS TO FORM

____

ORDINANCE NO. ___________________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, GRANTING TO ENTERGY TEXAS, INC., ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF LIBERTY FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRICAL LIGHTING AND POWER SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION TO THE CITY OF LIBERTY FOR ENTERGY TEXAS, INC.'S USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; PROVIDING FOR CITY USE OF COMPANY FACILITIES; PROVIDING A RIGHT OF CITY TO AUDIT COMPANY BOOKS AND RECORDS; PROVIDING FOR AMENDMENT TO AND ASSIGNMENT OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY; PROVIDING SAVING IF ANY PROVISIONS BECOME INVALID; AND REPEALING ALL PRIOR FRANCHISES BETWEEN THE CITY OF LIBERTY AND ENTERGY TEXAS, INC.

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

Section 1: GRANT OF FRANCHISE. That, subject to the terms, conditions and provisions of this ordinance, the City of Liberty, Texas, hereinafter referred to as "City," does hereby grant unto Entergy Texas, Inc., hereinafter referred to as "Company," the right, privilege and franchise to conduct within the City an electrical lighting and power business and to enter upon, erect, construct, maintain, extend, repair, replace and remove in, under, upon, over, above, across and along any and all of the present and future public roads (notwithstanding any use restrictions), highways, parks where Company's lines exist at the time of execution of this agreement, streets, lands, alleys, whether designated or undesignated and other public areas and rights-of-way of the City and over, under, above, along and across any and all streams, canals, bayous, embankments and bridges, now or hereafter owned or controlled by the City (hereinafter referred to as "Public Rights-of-Way"), a system of poles, pole lines, towers, distribution lines, transmission lines, wires, guys, cables, conduits, transformers and other distribution and transmission instrumentalities, facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services ("BPL") into, in, within, from, across, and through the City, as now existing, or as said City limits may hereafter be extended (hereinafter referred to as "Company Facilities"); and Company is authorized to use Company Facilities for the transmission, distribution, delivery and sale of electricity and communication to the municipality and to the inhabitants of the City and to any governmental agency, and to any governmental subdivision, and to any person, firm or corporation, wherever located, within or without the City limits of the City of Liberty, for use by such purchaser, or purchasers, for light, power, cooling and heat, and for any other purpose, or purposes, whether same or different from those herein specified, for which electricity may be used. Provided, this Franchise does not include places where the City's authority to permit such installations is or hereafter may be withdrawn by the State, or where the Texas Department of Transportation or other State agency constructs or maintains such public facility or place and lawfully excludes the authority of the City to permit such public utility and BPL installations therein. In the event that the City abandons a Public Right-of-Way, City shall ensure that the Company has access to sufficient and reasonable Rights-of-Way to maintain Company Facilities.

Section 2: SUBJECT TO POLICE POWER. The right, privilege and franchise granted under this Franchise Ordinance is, at all times, subject to the continuing police power of the City; and the Company shall comply with all present and future laws, ordinances and regulations of the State of Texas and the City enacted pursuant to the City's or State's police power.

Section 3: TERM OF FRANCHISE. Upon the filing with the City by Company of the acceptance required hereunder, this Franchise shall be in full force and effect for a term and period of twenty-five (25) years commencing upon, and extending from, the date of passage of this ordinance by City ("Effective Date").

Provided that if, subsequent to the effective date of this Franchise Agreement, any Texas municipality or city within the Company's service area ("Other City or Municipality") enters into with Company a franchise term of less than twenty-five (25) years, the City will have the right after reasonable notice to receive the same term. If the City elects to exercise this right, the new contract term will begin upon passage of an amendment to this Franchise approving of the same term as the other municipality and end when the new term has run in its entirety, no matter how many years had expired under the original twenty-five (25) year term. Provided however, this provision is not applicable if the Other City or Municipality is precluded from entering into a twenty-five (25) year term by law or city charter.

Section 4: RELOCATION OF WIRES. Company, on written request of any person, shall relocate, raise or lower its wires temporarily to permit construction work in the vicinity thereof, or to permit the moving of houses or other bulky structures. The expense of such temporary relocation, raising or lowering of such wires shall be paid by the benefited party or parties, and the Company may require the payment in advance, being without obligation to remove, raise or lower its wires until such payment shall have been made. The Company shall be given not less than forty-eight hours prior notice to arrange for such temporary wire change.

Section 5: RELOCATION OF FACILITIES AT CITY'S REQUEST. The City shall have the power at any time to require the Company to change permanently the route and position of Company Facilities when the City shall find, by resolution, that such change is necessary in the closing, opening, widening or relocating of streets or alleys, or water or sewer lines, or the changing of grade of streets or alleys. The City shall use its best reasonable efforts to consult and confer with the Company before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result in a reasonable and economical manner. If it becomes necessary to relocate any lines or facilities, City will provide suitable Right-of-Way adjacent to the relocated street, alley, water line, or sewer line, without any cost or expense to Company. The obligation to change the route does not require the placement of overhead lines underground unless the Company is paid for the increased costs of placing the lines underground. With the exception of costs described in the preceding sentence, all other costs of relocation pursuant to this section shall be paid by the Company. Provided, however, the Company shall be entitled to be paid for its costs of relocation required by the City if such expenses or costs are reimbursable or payable to the Company or to the City or the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly.

Section 6: VEGETATION MANAGEMENT. To the extent that the City has authority to do so, it gives to Company, during the life of this Franchise, the right, license, privilege and permission to trim and remove trees and other vegetation, using generally accepted methods within the vegetation management industry, located upon and overhanging the streets, alleys, easements, sidewalks and public places of City, that interfere or offer hazards to the operation of Company Facilities used or useful for the rendition of electric service. The Company is responsible for the prompt removal and disposal of all trimmings associated with maintenance of its lines and facilities.

Section 7: NON-EXCLUSIVE PRIVILEGE. Nothing contained in this ordinance shall ever be construed as conferring upon Company any exclusive rights or privileges of any nature whatsoever.

Section 8: SAVINGS PROVISION. If any provision, section, sub-section, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, void, or invalid (or for any reason unenforceable) the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and, to this end, all provisions of this ordinance are declared to be severable.

Section 9: CITY'S REGULATORY AUTHORITY NOT IMPAIRED. The City, by granting this Franchise, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City under the constitution and statutes of the State of Texas to regulate the rates for services of Company; and Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights, as the same may be from time to time vested in the City, shall be in full force and effect and subject to the exercise by the City at any time.

Section 10: BASE COMPENSATION TO CITY. As compensation to City for the use and occupancy of its Public Rights-of-Way, and in consideration for the other rights and privileges herein granted, Company agrees to pay to the City and City agrees to accept from Company on September 1, 2013, and on each September 1 thereafter occurring during the continuance of this agreement, a fee equal to $0.0013201 ("Franchise Fee Factor") multiplied times the number of kilowatt hours ("kWh") delivered during the period commencing on July 1 of the previous calendar year and ending on June 30 of the calendar year in which the payment is due, inclusive, by Company to retail customers whose consuming facilities' points of delivery are within the City's boundaries. Each payment herein provided shall compensate the City for the use of its Public Rights-of-Way by the Company for the twelve-month period commencing upon, and extending from July 1 of the calendar year that such particular payment is actually due and paid.

At the time of each annual September 1 payment, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities' points of delivery are located within the City's boundaries for the preceding year upon which the franchise fee payments are calculated; and (ii) a calculation of the annual Base Franchise Fee payment. The statement shall be in a form substantially similar to Attachment "A."

Provided that if, subsequent to the effective date of this Franchise Agreement, any Texas municipality within the Company's service area negotiates with Company a methodology for calculation of the payment of the franchise different than the Base Franchise Fee kWh factor methodology used in this section and the Incremental Franchise Fee kWh factor methodology used in Section 11(A), the City will have the right after reasonable notice to utilize the same methodology.

The parties agree that the payments due under this Franchise are reasonable and necessary and that the parties shall use their best efforts to enable Company to recover these payments through its electric rates.

Section 11: INCREMENTAL COMPENSATION. In the event that City shall seek to increase the amount it receives from Company as compensation under this Franchise Agreement, such increase shall be controlled by the following language with the Incremental Franchise Fee as referenced below determined by subsequent ordinance.

Section 11(A): In addition to the compensation set out in Section 10, and subject to the provisions of Subsection 11(C), Company shall pay on or before the 15th day of May, August, November, and February ("Payment Date") an amount equal to a _ $0.0014444 charge per kilowatt hour ("Incremental Franchise Fee") multiplied times the number of kilowatt hours delivered by Company during the preceding calendar quarter ending March, June, September, and December ("Calculation Period"), in total to retail customers whose consuming facilities' points of delivery were located within the City's boundaries less any applicable taxes including gross receipts taxes. This amount shall be referred to as "Incremental Amounts." The first quarterly payment due under this subsection will be due on the first Payment Date following the first complete Calculation Period after the surcharge set forth in 11(B) has been approved. Notwithstanding Section 11(B), the first payment will include any Surcharge collections during any partial Calculation Period.

At the time of each quarterly payment for Incremental Amounts, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities' points of delivery are located within the City's boundaries for the preceding quarter upon which the franchise fee payments are calculated; and (ii) a calculation of the quarterly Incremental Franchise Fee payment. The statement shall be in a form substantially similar to Attachment "B."

<u>Section 11(B):</u> An underlying premise of this Franchise Agreement is that the Company shall be kept financially whole with respect to any and all Incremental Amounts, as defined above in this Section 11(A). The Incremental Amounts will be collected through a Surcharge adopted and approved by City applicable to all retail customers whose consuming facilities' points of delivery are located within the City's boundaries. The amount to be paid to City on each Payment Date shall never exceed the amount collected by Company during the corresponding Calculation Period while the Surcharge is in effect.

In the event the Public Utility Commission of Texas ("PUCT") or a court of competent jurisdiction finds the amounts collected by Company through the Surcharge are improper and disallows or requires repayment ("Disallowed Amounts") to retail customers, Company shall be entitled to collect all Disallowed Amounts through either direct payment by City or a reduction of any subsequent franchise payments to City as provided in this Subsection. Prior to Company's reduction in franchise payments, Company shall provide the City thirty (30) days for a one-time opportunity to make a direct payment to Company of any Disallowed Amounts, such 30 days to run from City's receipt of Company's written notice, which shall identify the Disallowed Amounts, the time period over which the Disallowed Amounts accrued, and an explanation of the calculations. Subsequent to said 30-day period, and in the absence of timely direct payment by the City of the entirety of the Disallowed Amounts, Company is authorized to reduce any future franchise payment(s) in an amount equal to any Disallowed Amounts not paid by the City. Company is authorized to implement the procedures set forth in this Subsection periodically as Company, in its sole discretion, determines is necessary to recover any ongoing Disallowed Amounts.

The corresponding Surcharge described in this Subsection 11(B) shall appear as a line item on Company's retail electric bill and identified as a "Municipal Franchise Fee."

Notwithstanding any other provision in this Franchise Agreement, if at any time the Incremental Franchise Fee portion is ever included in base rates, the Incremental Franchise Fee Surcharge will cease as of the effective date of the new base rates that incorporate the previously surcharged Incremental Amounts and the incremental amounts will continue to be paid as set forth in Section 11(A).

Section 11(C): Upon the occurrence of any of the following events, the Incremental Franchise Fee rate and quarterly payments provided for in Subsection 11(A) shall no longer be applicable or effective for the purpose of calculating the franchise payment:

i. the PUCT or a court of competent jurisdiction 1) finds the corresponding Surcharge unlawful or otherwise prohibits the Surcharge recovery of the Incremental Amounts; 2) finds that the franchise fees calculated under Section 11(A), or the amounts collected through the corresponding surcharge or through a reduction in franchise payments, as provided herein, may not be recovered by Company from its customers; or 3) in some manner prevents or prohibits Company from recovering said Incremental Amounts; and

ii. with respect to the preparation for, or implementation of, retail open access in Company's Texas service territory, Company or Entergy's affiliate distribution company in Texas ("DISCO") or Entergy's affiliate retail electric provider in Texas ("REP"), at any time, is not permitted to implement the monthly Surcharge described in Subsection 11(B).

Upon the occurrence of any of the events enumerated in Subsections 11(C) (i) or (ii), only the franchise rate contained in Section 10 shall be applicable and effective for the purpose of calculating and paying the franchise payment under this Franchise Agreement and City shall have the option, for one year, to terminate the Franchise Agreement and negotiate a new Franchise Agreement so long as the Company is not required to make a franchise fee payment greater than it is authorized to collect in rates. Further, in the event the PUCT or a court of competent jurisdiction finds a portion of the corresponding Incremental Franchise Fee Surcharge unlawful or otherwise prohibits a portion of the Incremental Franchise Fee Surcharge recovery of the Incremental Amounts, the Incremental Franchise Fee rate and quarterly payments provided for under Subsections 11(A) and (B) shall be amended and adjusted such that the franchise payment made by the Company pursuant to Subsection 11(A) to the City is no greater than the amounts the Company is authorized to collect through the corresponding Surcharge. Nothing in the immediately preceding sentence requires that Company agree to a realignment or allocation of the recovery of any portion of the Incremental Amounts from the corresponding Surcharge to the Company's base rates.

Section 11(D): City agrees that (a) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of franchise fees by Company in the manner consistent with this agreement; and (b) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company in the manner consistent with this Franchise Agreement.

i. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such Incremental Amounts by Company.

ii. Neither the adoption of this Franchise Agreement, nor the corresponding Surcharge shall be used by either the City or the Company, in any proceeding before a regulatory authority or state or federal court of law, as precedent for a reduction in the Company's rates or as evidence of or support for the positions taken by the City or the Company in such matters.

Section 12: CITY USE OF COMPANY FACILITIES. In addition to the consideration set forth elsewhere in this franchise agreement and subject to a Joint Use Agreement, the Company shall hold itself ready to furnish free of charge, subject to the use of the City, such pole space as may be required from time to time for the installation of traffic, police and fire alarm system conductors, and alarm or other equipment all of which are owned exclusively by the City; provided that such conductor space does not exceed the capacity of one cross-arm on any one pole, and provided that such space is then available on existing poles. The specific location for these traffic, police and fire alarm conductors, boxes or equipment on

Company's poles shall be determined by the Company, and will be allotted at the times specific applications for space are received from the City.

Where a main underground ductline is constructed or installed between manholes by Company after the effective date of this Franchise Agreement, Company shall, as part of same, provide free of charge for the installation by City of its traffic, police or fire alarm cables owned exclusively by the City, one top duct having one capped off entry channel and one capped off exit channel between each two manholes, such entry and exit channels leaving the duct bank enclosure outside of, but near to, such manholes, and no cable or other equipment of City shall enter Company's manholes. All cables installed by the City in Company ducts shall be of the non-metallic, sheath type to prevent corrosive or electrolytic action between the City and Company-owned cables.

All City-owned conductors and cables, whether on poles or in ductlines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of the Company's electrical transmission and distribution system. Further, all City-owned traffic, police and fire alarm conductors, and alarm boxes, and any City circuits on Company poles, and all cables installed by City in ducts constructed by Company, shall be installed in strict compliance with the applicable provisions of the National Electrical Safety Code.

Section 13: FRANCHISE COMPENSATION PRECLUDES OTHER FEES FOR USE OF RIGHTS-OF-WAY. The fee payable hereunder shall be the total compensation payable by Company to City for Company's use of the Public Rights-of-Way for the conduct of its business under the franchise. City agrees that any street rental ordinances currently in effect shall not be applicable to Company and City shall not charge any additional fee for the use or occupancy of the Public Rights-of-Way in City. If City does charge Company any additional fee for the use or occupancy of the Public Rights-of-Way in City, then Company may deduct the amount charged from the next succeeding franchise payment or payments until fully reimbursed. This does not bar the City from assessing against the Company or its property ad valorem taxes levied on property, excise taxes levied, or other taxes.

Section 14: CITY'S RIGHT TO AUDIT COMPANY BOOKS AND RECORDS. City may initiate an audit or other inquiry, or may pursue a cause of action in relation to the payment of the fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before commencement of such audit, inquiry, or pursuit of a cause of action. All books and records related to Company's calculation of the fee shall be available to City. Upon receipt of a written request from City, such documents shall be made available for inspection no later than forty-five (45) days from the receipt of such request. Company shall make such documents available at the place such documents are located, at the Company's Beaumont office, or any location mutually agreed upon according to the needs and abilities of the respective parties. City shall advise Company of the results of the audit within two (2) years of the initiation of the audit. City must make a written demand within two (2) years of the initiation of the audit or any claims associated with the audit shall be waived. Amounts due to City for past underpayments or amounts due Company for past overpayments shall include interest calculated using the annual interest rates for overcharges as set by the PUCT. Said interest shall be payable on such sum from the date the initial payment was due until it is paid.

Section 15: CHANGE IN CITY'S BOUNDARIES. Within thirty (30) days of the effective date of any expansion, annexation, or de-annexation, or other lawful means of modifying the City's boundaries, the City shall provide to Company reasonable notification of the change in the City's boundaries.

Section 16: PUBLIC PURPOSE. All of the provisions contained in this ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

Section 17 : ASSIGNMENT. If the Company shall assign this Franchise to any other person or corporation (the "Assignee") acquiring and duly authorized to acquire, own and operate the Company's property and to carry on the Company's business, the Assignee shall execute and deliver to the City an agreement in writing to be bound by all of the Company's obligations, liabilities, and undertakings under this Franchise. The Assignee shall thereupon be deemed to be substituted for the Company, and the Company shall stand released from all obligations under this Franchise except such as have already accrued. If the Assignee fails to file such agreement within thirty (30) days after said assignment, City shall so notify in writing the Company and Assignee of this deficiency. Should Assignee fail to cure such deficiency within 30 days of the deficiency notification, this agreement shall terminate.

Section 18 : AMENDMENT. This ordinance may be amended only by the mutual written agreement of the City and the Company.

Section 19 : PASSED IN OPEN MEETING. It is hereby officially found that the meeting at which this ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

Section 20: PRIOR FRANCHISES REPEALED. This Franchise replaces all former franchise and/or street rental ordinances and agreements with Company, which are hereby repealed as to Company.

Section 21: COMPANY ACCEPTANCE. Company shall, within sixty (60) days from the date of the final passage of this ordinance by the City Council of the City of Liberty, file with the City Secretary of the City of Liberty, a written statement signed in its name and behalf in the following form:

"To the Honorable Mayor and the City Council of the City of Liberty,

Entergy Texas, Inc. hereby accepts the attached ordinance finally passed by the City Council of the City of Liberty the _______day of ____________, 2013, and agrees to be bound by all of its terms and provisions.

Entergy Texas, Inc.,

By_____________________________

Dated the _______day of ___________, 2013."

Section 22: This Franchise Ordinance shall be in force, and effective, from and after the passage of this ordinance, conditioned that Company file the written acceptance above provided, within the period provided, after the passage of this ordinance; and thereupon this franchise shall become a binding contract; and shall exist for a period of twenty-five (25) years from the date of its passage.

DULY PASSED AND APPROVED ON THE 1ST READING BY THE CITY COUNCIL OF THE CITY OF LIBERTY, BY A VOTE OF _____ TO _____, ON THIS THE ____ DAY OF ___________________, 2013.

DULY PASSED AND APPROVED ON THE 2ND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF LIBERTY, BY A VOTE OF _____ TO _____, ON THIS THE ____ DAY OF ___________________, 2013.

APPROVED:

MAYOR, CITY OF LIBERTY

ATTEST:

____
CITY SECRETARY

APPROVED AS TO FORM:

____
CITY ATTORNEY

ATTACHMENT A

(date)

City of Liberty

Dear Sir or Madam:

Enclosed is Entergy Texas, Inc.'s annual franchise fee payment for the twelve months ending for the City of Liberty.

kWh Delivered Within the City During the Twelve Months
Ended ____ XXXXXX

Rate per kWH of electricity ________________________________ $.XXXX

Franchise Fee ____ $XXXXXX

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Please contact ________________________________ at (504) 576-4337 or me if you have any questions or need additional information.

Sincerely,

Tax Officer
(504) 576-4407

Please acknowledge receipt of payment by signing the attached copy of this notification and returning it in the envelope provided.

____________________________________ ____________________________________
Received by: ________________________________ Date:

ATTACHMENT B

ENTERGY TEXAS, INC.
c/o Entergy Services, Inc.
Attn: Tax Department
P.O. Box 61000
New Orleans, LA 70161
(504) 576-4407

Incremental Franchise Fee Calculation

For the Period ____________ , 20_____ through____________, 20____

City of Liberty

kWH of electricity delivered by the utility to each retail customer whose consuming facility's point of delivery is located within the municipality's Boundaries ______________, 20_____ through____________, 20_____ xxx,xxx,xxx

Incremental Rate per kWH of electricity .xxxxxxx

Total Gross Incremental Franchise Fee $xxx,xxx.xx

Deductions:

Texas Gross Receipts Tax .xxxxx (x,xxx.xx)

Specific Reduction per Subsection 11(d) (xxx.xx)

Total Net Incremental Franchise Fee $xxx,xxx.xx

Payment will be wired on____________, 20______

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Should you have any questions, please contact__________________ (504) 576-6137.

____
Director - State and Local Taxes

Please acknowledge receipt of payment by signing and returning in enclosed envelope.

Received by Signature Print Name Date

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY ADOPTING THE FRANCHISE AGREEMENT BETWEEN THE CITY AND ENTERGY TEXAS, INC.; ADOPTING A NEW SURCHARGE TARIFF ALLOWING ENTERGY TEXAS INC. TO RECOVER INCREMENTAL FRANCHISE RENTAL FEES THROUGH A SURCHARGE CALCULATED PURSUANT TO THE RATE SET FORTH IN SUBSECTION 11(A) OF THE FRANCHISE AGREEMENT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS CONSIDERED WAS OPEN TO THE PUBLIC AND IN ACCORDANCE WITH TEXAS LAW.

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is an electric utility operating within the municipal limits of the City of Liberty ("City");

WHEREAS, it is convenient and necessary for the Company to use the public rights-of-way of City for the placement of facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services within and through the municipal limits of City;

WHEREAS, the City is the steward of public property and it is reasonable and proper to collect a rental fee for the use and occupation of public rights-of-way under Public Utilities Regulatory Act ("PURA") § 33.008;

WHEREAS, ETI and the City desire to enter into the attached Franchise Agreement for the Company to use and occupy the public rights-of-way to conduct its electric business within the City and for the City to be compensated under PURA § 33.008;

WHEREAS, the Franchise Agreement authorizes the Company to collect through a surcharge the Incremental Franchise Fees paid to the City until such time as the Incremental Franchise Fee amounts may be incorporated into the Company's rates; and

WHEREAS, the Franchise Agreement is for a term of twenty-five years; and

WHEREAS, the Franchise Agreement provides for the permanent relocation of Company facilities at Company's expense for the closing, opening, widening or relocating of streets or alleys, or water or sewer lines, or the changing of grade of streets or alleys; and

WHEREAS, the Franchise Agreement provides for the trimming of trees and the removal of trimmings associated with the maintenance of the Company's power lines; and

WHEREAS, the Franchise Agreement provides for the use by City of available pole space for City owned equipment; and

WHEREAS, the Franchise Agreement makes provisions in the event the City chooses to audit the Company's books for the franchise fee payment; and

WHEREAS, the Franchise Agreement makes provisions in the event there is an assignment of the Franchise Agreement; and

WHEREAS, the attached Surcharge Tariff is designed to collect an amount equal to the Incremental Franchise Fees paid to the City until such time as the Company may include those costs in its rates;

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

Section 1. The findings and provisions set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The Franchise Agreement attached as Exhibit "A" is approved and shall be effective according to its terms.

Section 3. The Franchise Fee Surcharge Tariff attached as Exhibit "B" is approved and the Company is authorized to implement the Surcharge Tariff in accordance with the terms of the Franchise Agreement.

Section 4. The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This ordinance shall become effective from and after passage.

PASSED AND APPROVED ON FIRST READING by ________ vote of the City Council of the City of Liberty, Texas on this the _____day of ______________, 2014.

PASSED AND APPROVED ON SECOND READING by ________ vote of the City Council of the City of Liberty, Texas on this the _____day of ______________, 2014.

THE CITY OF Liberty, TEXAS

By: ________________________________

ATTEST:

____
City Secretary

APPROVED AS TO FORM

____

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

Meeting: 03/11/14 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 2956)

DOC ID: 2956

.

BID OPENING SUMMARY - LAKELAND TO BYPASS CONNECTOR:

March 4, 2014

BIDDER	BID BOND	ADDENDUM	SUBMITTED CONSTRUCTION COST	ACTUAL CONSTRUCTION COST	CALENDAR DAYS	COMMENTS
Angel Brothers	Yes	Yes	$5,663,977.95	$5,638,131.95	330	
SER	Yes	Yes	$5,799,807.00	$5,773,248.00	240	
R Construction	Yes	Yes	$5,133,884.65	$5,133,884.65	270	
MK Constructors	Yes	Yes	$6,293,000.00	$6,283,340.00	400	
Brystar	Yes	Yes	$5,948,561.10	$5,932,721.10	450	
Doughtie	Yes	Yes	$5,063,281.29	$5,107,816.29	330	

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

Meeting: 03/11/14 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 2957)

DOC ID: 2957

.

CITY OF LIBERTY
RIDGEWOOD SUBDIVISON WATERLINE PROJECT
BID TABULATION
MARCH 6, 2014

Bid Item	Estimated Quantity	Unit	Unit Price	Engineer's Estimate	Unit Price	AR Turnkee	Unit Price	Brystar	Unit Price	Crostex Construction
6" C900 DR 14 PVC	3500	LF	$32.00	$112,000.00	$34.50	$120,750.00	$26.00	$91,000.00	$30.50	$106,750.00
Shortside Water Service	29	EA	$450.00	$13,050.00	$500.00	$14,500.00	$550.00	$15,950.00	$450.00	$13,050.00
Longside Water Service	21	EA	$600.00	$12,600.00	$1,200.00	$25,200.00	$760.00	$15,960.00	$800.00	$16,800.00
Remove Existing Hydrants	2	EA	$250.00	$500.00	$250.00	$500.00	$470.00	$940.00	$300.00	$600.00
Install Fire Hydrant Facilities	9	EA	$3,800.00	$34,200.00	$4,500.00	$40,500.00	$3,600.00	$32,400.00	$4,000.00	$36,000.00
6" Gate Valve	6	EA	$800.00	$4,800.00	$1,400.00	$8,400.00	$850.00	$5,100.00	$750.00	$4,500.00
6" Wet Tie Ins	2	EA	$1,500.00	$3,000.00	$3,500.00	$7,000.00	$3,700.00	$7,400.00	$1,500.00	$3,000.00
Ductile Iron Fittings	1	LS	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$2,500.00	$2,500.00
Asphalt or Concrete Bores	35	EA	$150.00	$5,250.00	$1,000.00	$35,000.00	$1,100.00	$38,500.00	$800.00	$28,000.00
TOTAL				$190,400.00		$255,850.00		$211,250.00		$211,200.00

Bid Item	Estimated Quantity	Unit	Unit Price	Eastex Utility Construction	Unit Price	Horseshoe	Unit Price	McInnis (1)	Unit Price	M.K. Constructors
6" C900 DR 14 PVC	3500	LF	$15.00	$52,500.00	$45.00	$157,500.00	$26.21	$91,735.00	$26.00	$91,000.00
Shortside Water Service	29	EA	$500.00	$14,500.00	$700.00	$20,300.00	$426.00	$12,354.00	$320.00	$9,280.00
Longside Water Service	21	EA	$700.00	$14,700.00	$980.00	$20,580.00	$504.00	$10,584.00	$500.00	$10,500.00
Remove Existing Hydrants	2	EA	$500.00	$1,000.00	$500.00	$1,000.00	$672.00	$1,344.00	$500.00	$1,000.00
Install Fire Hydrant Facilities	9	EA	$3,600.00	$32,400.00	$4,500.00	$40,500.00	$3,920.00	$35,280.00	$3,600.00	$32,400.00
6" Gate Valve	6	EA	$1,100.00	$6,600.00	$1,800.00	$10,800.00	$936.00	$5,616.00	$1,500.00	$9,000.00
6" Wet Tie Ins	2	EA	$2,000.00	$4,000.00	$1,500.00	$3,000.00	$2,641.00	$5,282.00	$2,500.00	$5,000.00
Ductile Iron Fittings	1	LS	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$3,696.00	$3,696.00	$2,000.00	$2,000.00
Asphalt or Concrete Bores	35	EA	$600.00	$21,000.00	$800.00	$28,000.00	$784.00	$27,440.00	$750.00	$26,250.00
TOTAL				$151,700.00		$284,180.00		$193,331.00		$186,430.00

(1) Error in bid amount for pipe - amount submitted was $91,728, correct amount is $91,735.00.

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

Meeting: 03/11/14 06:00 PM

Department: Administration
Category: Election Issues

COUNCIL ACTION (ID # 2958)

DOC ID: 2958

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CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE CITY OF LIBERTY
CERTIFICACIÓN DE CANDIDATOS ÚNICOS LA CIUDAD DE LIBERTY, TEXAS

TO: Presiding Officer of Governing Body
AI: *Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 10, 2014.

Como autoridad a cargo de la preparación de la boleta de votación official, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la eleccion que se llevara a cabo el 10 de mayo, 2014.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s)	**Candidate(s) Candidato(s)**
Mayor *(Alcalde)*	Carl Pickett
Council Members *(Concejales)*	Frank Jordan
	Louie Potetz
	David Arnold

Dianne Tidwell
Signature *(Firma)*

DIANNE TIDWELL
Printed Name *(Nombre en letra de molde)*

City Secretary
Title *(Puesto)*

March 6, 2014
Date of Signing *(Fecha de firma)*

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

Meeting: 03/11/14 06:00 PM

Department: Administration
Category: Electric Issues

ORDINANCE (ID # 2959)

DOC ID: 2959

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, CANCELLING AN ELECTION PREVIOUSLY ORDERED TO BE HELD ON MAY 10, 2014; FOR THE ELECTION OF THE MAYOR AND THREE COUNCILPERSONS; DECLARING UNOPPOSED CANDIDATES IN SAID ELECTION ELECTED TO OFFICE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREOF; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, on February 11, 2014, the City Council of the City of Liberty, Texas, adopted Ordinance 2014-1 ordering a general municipal election to be held on Saturday, May 10, 2014 for the purposes of electing a Mayor and three (3) Councilpersons; and

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified in writing that no person has made a declaration of write-in candidacy, that there is no proposition on the ballot, and that each candidate whose name is to appear on the ballot is unopposed; and

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

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

SECTION 1.

That the following candidates, who are unopposed in the May 10, 2014 General Election, are declared duly elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Carl Pickett	Mayor
Frank Jordan	Councilperson
Louie Potetz	Councilperson
David Arnold	Councilperson

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this 11th day of March, 2014.

BY:______________________________________
Carl Pickett, Mayor

ATTEST:

____
Dianne Tidwell, City Secretary

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

Meeting: 03/11/14 06:00 PM

Department: Administration
Category: Surplus Property

COUNCIL ACTION (ID # 2960)

DOC ID: 2960

.

LEMONS AUCTIONEERS dba ONLINE PROS
DESCRIPTION WORKSHEET

LOT #	ITEM(S) DESCRIPTION: : QUANTITY, BRAND, MODEL, SERIAL, GAS/ELECTRIC, SINGLE/3 PHASE, DEFECTS, CONDITION (WORKING, NOT WORKING, UNKNOWN, WAS WORKING AT TIME OF REMOVAL) & ANY OTHER KNOWN INFO
1	Two Air Sirens, working condition unknown
2	Small Ice Machine, Scotsman, 115V, Model#CME256AS-1F (Non-working)
3	Assorted Computer Components: Apprx 19 Monitors, Various brands (HP, Gateway, Dell, etc...) Most work
3	Two typewriters (one works)Apprx 20 CPU's, Various brands (HP, Gateway, etc....) Hard drives have been removed
3	Assorted power cords, Apprx 21 mice, apprx 14 keyboards, a modem, apprx 5 port hubs, apprx 9 battery backups, etc...
4	Two microwaves (non-working), two vent hoods (like new)
5	2002 Chev S-10 (sheet attached)
6	Large Ice Machine, Hoshizaki, 208/230V, Model#KM-650MAH (Non-working)
7	1990 Chevrolet Bucket Truck (sheet attached)
8	2007 Zero Turn Mower (sheet attached)
9	1990 Perkins 16' Lowboy Trailer, fenders and crossmembers are bent, no floor, needs tires, 2" hitch
10	1993 GMC Top Kick Distributor Truck (sheet attached)
11	Apprx 35 tires, in good shape, various sizes and brands
12	6' x 12' trailer, tires need air
13	225 Gallon plastic tank, with valve to hook up water hose
14	Homemade Covered Stage Trailer, 10'9" by 30', needs tires, 2" hitch
15	Homemade Stage Trailer, 8' by 30', needs tires, 2" hitch
16	Howse finishing mower, 72" cut with extra deck and gear box, needs tires and rims, mower cuts good
17	Various Electronics: One IBM 6252 AP8 Impact Writer (working), apprx 3 receipt printers, 2 printers,and 13 monitors
17	1 battery backup, 1 Dell CPU with hard drive removed, various cords
18	1996 Chev s-10 extended cab pick up (sheet attached)
19	Apprx 30 Verizon cell phones, (all used, most work but may have cracked screens, missing batteries, etc...)
	Wood Chipper
	Air Conditioner from Fire Department