



The City of Liberty City Council

Regular Meeting

~ Agenda ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, February 10, 2015

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

A. Information Item (ID # 3201)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 3202)

Recycling Report - Councilperson Huddleston

C. Information Item (ID # 3203)

Sam Rayburn Municipal Power Agency - Mayor Pickett

D. Information Item (ID # 3215)

Houston-Galveston Area Council - Councilperson Jordan

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, January 13, 2015
2. Tuesday, January 27, 2015

B. Council Action (ID # 3205)

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.

- TxDOT Temporary Rd. Closure Agreement 2015 (DOC)

VII. REGULAR AGENDA

A. Regular Session

1. Ordinance (ID # 3206)

Consider adoption of an Ordinance ordering a General Election to be held in the City of Liberty on Saturday, May 9, 2015 authorizing a Joint Election Agreement and Election Services Contract by and between the City of Liberty, Liberty Independent School District, City of Ames, City of Devers, Devers Independent School District, City of Daisetta, Hull-Daisetta Independent School District, Liberty County Hospital District No. 1, and the Liberty County Clerk. Considere una aceptacion a la ordenanza que manda a una eleccion general que tendra lugar en la Ciudad de Liberty, el sabado 9 de mayo del 2015; que autoriza un Acuerdo de Elecciones Conjuntas y un Contrato de los Servicios de Eleccion por y entre la Ciudad de Liberty, el Distrito Escolar Independiente de Liberty, Ciudad de Ames, Ciudad de Devers, el Distrito Escolar Independiente de Devers, Ciudad de Daisetta, el Distrito Escolar Independiente de Hull-Daisetta, el Hospital del Distrito No. 1 de la Ciudad de Liberty, y la Oficina del Secretario del Condado de Liberty.

- Agreement (County)-Joint Election & Elec Services (RTF)

2. Council Action (ID # 3207)

Consider a nomination for the vacant position on the Liberty County Central Appraisal District Board of Directors.

- CAD Appt. - Vacancy (PDF)

3. Ordinance (ID # 3208)

Consider an Ordinance adopting the 2015 ICC International Existing Building Code and Appendix B-Supplementary Accessibility Requirements for Existing Buildings and Facilities, and Appendix C- Gable End Retrofit for High-Wind Areas.

- Agenda Item Form -Existing Building Code Adoption (DOCX)

4. Ordinance (ID # 3209)

Consider an Ordinance adopting various appendixes to the 2015 ICC International Building Code , ICC International Residential Code and 2015 International Private Sewage Disposal Code.

- Agenda Item Form- Building Code Appendixes Adoption (DOCX)

5. Resolution (ID # 3210)

Consider a Resolution authorizing submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Community Development Fund, to provide sewer system improvements and repairs, and authorizing the Mayor to act as the City's Chief Executive Officer and representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program.

6. Council Action (ID # 3211)

Consider an amendment to the Baze Chemical Industrial Wastewater Contract, and take any action deemed necessary.

- BAZE Chemical. (PDF)

7. Council Action (ID # 3212)

Consider proposals for leased lines for City connectivity, and take any action deemed necessary.

B. Executive Session

Government Code §551.071

Private Consultation with Attorney on all subjects/matters authorized by law:

1. Request regarding existing Tax Abatement

Government Code §551.087

Deliberation Regarding Economic Development Negotiation

2. The Bark Resort

C. Reconvene into Regular Session

1. Council Action (ID # 3213)

Consider and take action, if any, on an existing Tax Abatement as discussed in the Executive Session.

2. Council Action (ID # 3214)

Consider and take action, if any, on The Bark Resort as discussed in the Executive Session.

VIII. ADJOURNMENT

A. Motion To: Adjourn

CERTIFICATION

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 6th day of February, 2015 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.

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 _____, 2015.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3201)

DOC ID: 3201



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3202)

DOC ID: 3202



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3203)

DOC ID: 3203



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3215)

DOC ID: 3215



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, January 13, 2015

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	
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 led by Liberty resident Mr. Jacob Stewart.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Liberty High School Seniors Vanessa Perez and Weston Russell.

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.

City Manager Gary Broz reported that there is a Texas Municipal League Region XVI Meeting scheduled for Thursday, January 21st, sponsored by the City of Dayton.

Fire Chief Fred Collins reported that:

- the Department's Christmas Angel Tree Program provided gifts for 248 underprivileged children
- The Fireman's Banquet will be held on Saturday, January 31st in the Liberty Center.

Mayor Pickett reported on the following:

Minutes Acceptance: Minutes of Jan 13, 2015 6:00 PM (Minutes Approval)

- The Chamber of Commerce Annual Awards Banquet will be held on Thursday, February 26th,
- The Methodist Men's Banquest will be held on Thursday, February 19th, Harris County Judge Ed Emmitt will be the speaker
- The Rotary Club Annual Fish Fry will be held on Friday, January 16th.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3185)

Project Updates - City Mgr. Gary Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the following projects:

- Town Hall Meeting to be held on January 26th to discuss the Street Project and related drainage issues
- City has received 65 applications for the Police Chief position, to be narrowed down to 10 for interviews
- Community Development Block Grant application submitted for rehabilitation of sanitary sewer lines in the Layl Subdivision
- Street Project moving along well
- Property tax revenues coming in
- Liberty Jubilee is March 27th and 28th.

B. Information Item (ID # 3186)

Charter Review Commission

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported that appointments to the Charter Review Commission are made in January of each odd-numbered year. Ms. Tidwell continued by stating that the Commission is comprised of five City residents whose term of office is six months. Ms. Tidwell stated that an item will be placed on the January 27th Council Agenda to approve appointments to this Commission.

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:	Libby Simonson, Councilperson
AYES:	Pickett, Huddleston, Beasley, Jordan, Potetz, Simonson, Arnold

A. Minutes Approval

1. Tuesday, December 09, 2014

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2015-3

Consider approval of a bid received for Tax Resale Property described as Liberty Inner Blocks, Block 49, Tract 20.

COMMENTS - Current Meeting:

City Attorney Randy Gunter stated that this tax sale property has a Central Appraisal District value of \$24,610.00. Ms. Jessica Thompson has made an offer of \$3,700.00 for this property that has been off of the tax rolls since 2011. \$3,676.00 would be divided amongst the taxing entities, specifically \$783.36 to the City of Liberty.

A motion was made to accept the bid of \$3,700.00 for the tax resale property described as Liberty Inner Blocks, Block 49, Tract 20.

ATTACHMENTS:

- Tax Resale Property Info (PDF)

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

2. Resolution 2015-1

Consider a Resolution requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for financial assistance; and making certain findings in connection therewith.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on an application to the Texas Water Development Board (TWDB) requesting financial assistance for four water related projects. Those projects include one Clean Water Project that addresses lines, manholes, and water reuse. The three remaining Drinking Water Projects include a new elevated storage tank, Trinity Water Plant Upgrade, and the North Well Upgrade which includes additional lines. Total projected cost of all projects is \$13,462,900.00. The application to the TWDB is for the Planning and Design Phase of each project, for a cost of \$1,346,290.00. City Manager Gary Broz reviewed the various projects. A motion was made to approve submission of an application to the TWDB for financial assistance.

ATTACHMENTS:

- Affidavit re Application - 2015 Liberty WWSS Rev Bond-1 (DOC)

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

3. Council Action 2015-4

Presentation and discussion by Interim Police Chief Gary Martin regarding traffic on Hwy. 146 North, and take any action deemed necessary.

COMMENTS - Current Meeting:

Interim Police Chief Gary Martin addressed Council regarding traffic issues on Hwy 146, between the Bypass and the city limits. Mr. Martin reported on the number of accidents on this roadway in comparison with those accidents occurring on Hwy. 90. The number of accidents on Highway 146 are much higher. Discussed were traffic counts, a speed survey, possible reduction of accidents by use of a center turn lane, and other related issues. A letter has been sent to TxDOT by Mr. Martin regarding the City's concerns. After lengthy discussion, Mr. Martin also reported that TxDOT would be conducting a traffic/speed study in this area during the month of February. Council also directed City Manager Gary Broz to draft a letter in regard to the City's issues and in support of the study.

RESULT: NO ACTION TAKEN

4. Council Action 2015-5

Consider a nomination for a vacancy on the Liberty County Central Appraisal District Board of Directors, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that the Central Appraisal District Board of Directors is requesting a nomination, from the various taxing entities, to a vacant position on that Board. This position has become vacant due to the death of one of its members, Mr. Kevin Ladd. Brief discussion was held regarding the qualifications and duties of the office. A nomination will need to be made at the February Council Meeting, as the nomination must be submitted to the CAD Board by February 21, 2015.

ATTACHMENTS:

- CAD Appt. - Vacancy (PDF)

RESULT: NO ACTION TAKEN

B. Executive Session

Government Code §551.071

Private Consultation with Attorney on subjects/matters authorized by law:

1. Pending/Contemplated Litigation - R. Carter v. City of Liberty, Liberty County District Court, Cause No. CV1408902.
2. Pending/Contemplated Litigation - Liberty Municipal Airport.

At 6:59 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 7:29 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2015-1

Consider and take action, if any, on Ron Carter v. City of Liberty, Liberty County District Court, Cause Number CV1408902.

RESULT: NO ACTION TAKEN

2. Council Action 2015-2

Consider and take action, if any, on possible litigation involving the Liberty Municipal Airport.

RESULT: NO ACTION TAKEN

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:30 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 13, 2015 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, January 27, 2015

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	6:07 PM
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 Secretary Dianne Tidwell reported on the City's General Election for Officers to be held on Saturday, May 9th. Ms. Tidwell stated the filing period begins January 28 and runs through February 27th. Those Council Members whose terms expire are Dennis Beasley, Diane Huddleston and Libby Simonson.

City Manager Gary Broz reported on the recent Town Hall Meeting regarding the new street construction and related drainage.

Mayor Pickett reported on the Fireman's Banquet to be held on Saturday, January 31st, and the new signage on the Public Works Service Center facility.

Councilperson Huddleston reported that the next Shred-It Day will be held in late April.

III. PRESENTATIONS / REPORTS

1. Information Item (ID # 3193)

Minutes Acceptance: Minutes of Jan 27, 2015 6:00 PM (Minutes Approval)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on a handout of the current City projects and their status as follows:

- Walk-through took place on Monday at the new Park Restrooms, which are substantially complete,
- Contractor is placing lime on the new road,
- February 24th will be the Meet and Greet for the Police Chief candidates, and
- Staff is currently working to complete plans for the upcoming Liberty Jubilee.

2. Information Item (ID # 3194)

Finance Report - Finance Dir., N. Herrington

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported on the City's financials as of December 31, 2014. Ms. Herrington reviewed the year-to-date revenues and expenditures for the various funds and the cash in bank for each fund. Ms. Herrington further reported that property tax revenues for the month of December were \$580,000 and that sales tax revenues were holding strong.

IV. REGULAR AGENDA**A. Regular Session****1. Council Action 2015-6**

Consider acceptance of the Annual Audit Report for Fiscal Year 2013-2014, as presented by Swaim, Brents and Associates.

COMMENTS - Current Meeting:

Ms. LeAnn Brents, Swaim, Brents & Associates presented to Council the Annual Audit Report for Fiscal Year 2013-2014. Ms. Brents explained that 35 different funds were compiled into the audit report, reviewing those funds and those that make up the General Fund. Ms. Brents further analyzed the analysis of the City's financial performance during the fiscal year ending September 30, 2014. Ms. Brents reported that the City's total combined net position, as of September 30, 2014, was \$44.7 million compared to \$39.2 the previous year. Ms. Brents reported on the fiscal year revenues and expenditures, debt service, capital projects, grant funding, receipt of \$1.5 million from SRMPA relating to surplus revenues from the Cambridge Project, with lengthy discussion of numerous other topics relating to the City's overall financial status.

Ms. Brents concluded by stating there was no corrective action plan needed and that this was a clean audit. A motion was made to accept the Audit Report for Fiscal Year 2013-2014, as presented.

ATTACHMENTS:

- Audit Report (DOCX)

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

2. Council Action 2015-7

Consider award of bid for sanitary sewer improvement on Hollywood Street, and take any action deemed necessary.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported that this agenda item relates to sanitary sewer improvements on Hollywood Street, in the Oak Forest Subdivision. Mr. Warner stated that there is approximately 800 feet of collapsed sanitary sewer, which is beyond the City's capability to repair due to the length and depth of the line. Mr. Warner reported that the City received two bids; 1) Allco - \$109,180.00 which involves pipe bursting and 2) Eastex Utility Construction - \$45,849.80 which involves replacement.

After discussion of the different processes for repairs, a motion was made to accept the bid from Eastex Utility Construction, with the project to be funded with the first set of funds received by the City from the Sam Rayburn Municipal Power Agency, and to fund this project at a cost of no more than \$46,000.00.

ATTACHMENTS:

- Sewer Imp-Hollywood (PDF)

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

3. Ordinance 2015-1

Consider adoption of an Ordinance authorizing participation with other Entergy Service Area Cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in 2015.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF LIBERTY, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND THE FEDERAL ENERGY REGULATORY COMMISSION IN 2015; PROVIDING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

City Manager Gary Broz reported that the City participates with other Entergy service area cities on rate cases and other Entergy related issues. Mr. Broz referred to a list of the other

participating cities and stated that in order to participate the governing body must adopt an ordinance to do so.

A motion was made to adopt the Ordinance authorizing participation with other Entergy service area cities in matter relating to Entergy Texas.

ATTACHMENTS:

- Entergy Info (PDF)

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

4. Council Action 2015-8

Consider Appointments to the 2015 Charter Review Commission.

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported that appointments to the Charter Review Commission are made in January of each odd-numbered year. Each member of the 2013 Charter Review Commission is willing to serve on the 2015 Commission, if re-appointed. Those members are Councilperson Jordan, Jamie Carter, Victor Barranco, Marsha LaFour and Glenda Calloway.

A motion was made to appoint Frank Jordan, Jamie Carter, Victor Barranco, Marsha LaFour and Glenda Calloway to the 2015 Charter Review Commission.

RESULT:	APPROVED [6 TO 0]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Potetz, Simonson, Arnold
ABSTAIN:	Frank Jordan

V. WORK SESSION

1. Work Session (ID # 3198)

Discussion of possible amendments to the City's Recreational Vehicle Ordinance.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported that previously Council had been addressed regarding several variances to the City's RV Park Ordinance as follows:

- Variance regarding location of an RV Park
- Variance for reduction in the number of required restroom and shower facilities
- Variance regarding distance requirements between restroom facilities and park spaces and
- Variance regarding permanent occupancy.

Mr. Warner reported that Council, at a previous meeting, did take action on approval of two variance requests with respect to the RV Park location and a lesser number of restroom and shower facilities. Lengthy discussion was held regarding the variance requests, change of park ownership and associated concerns, including possible background checks and numerous other issues. Council directed management to further explore change of ownership and those related matters and report back to Council at a later date.

ATTACHMENTS:

- RV Ord Info (PDF)

2. Work Session (ID # 3199)

Discussion of the International Council Code (ICC), Building Construction Related Appendices.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported that the City has adopted the various ICC Codes relating to construction, alteration and addition of buildings within the City's boundaries. However, in each of the codes are appendixes which may be adopted by the governing body. The City is in possession of the 2015 Edition of the ICC Codes, however some of the appendixes have not been adopted that pertain to local construction.

Mr. Warner reviewed the Codes, and the related appendixes that need adoption by the City. After lengthy discussion of these items, Mr. Warner stated that he would return to Council with an Ordinance that would adopt the necessary appendixes.

VI. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:59 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 27, 2015 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Jubilee

COUNCIL ACTION (ID # 3205)

DOC ID: 3205

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

WHEREAS, on March 27 and 28, 2015, the City of Liberty, Texas, will sponsor, promote, and conduct the 30th Liberty Jubilee; and

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

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

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

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

Section 2. The City Council of the City of Liberty hereby authorizes the City of Liberty to enter into an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2014 Liberty Jubilee.

Section 3. The City Council of the City of Liberty hereby further consents to and authorizes its City Manager to negotiate and execute an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2015 Liberty Jubilee on behalf of the City of Liberty.

PASSED, APPROVED, AND RESOLVED this the 10th day of February, 2015.

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 (Main St.) between Martin Luther King Drive and Trinity Street,
For the purposes of holding festivities during the 2015 Liberty Jubilee,
as described in the attached "Exhibit A", hereinafter identified as the "Event"; and

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

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

WHEREAS, on the 10th day of February
2015 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

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

City:

Gary Broz, City Manager

1829 Sam Houston Street

Liberty, Texas 77575

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

13. SOLE AGREEMENT

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

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

THE CITY OF LIBERTY, TEXAS

February 11, 2015

Date

Gary Broz

Name of Requestor

City Manager

Title

Signature

(936) 336 - 3684

Area Code Telephone Number

Address

1829 Sam Houston

Liberty

City,

Texas

State

77575

Zip

ATTEST:

BY:

City Secretary

THE STATE OF TEXAS

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

Tucker Ferguson, P.E.

Typed, Printed or Stamped Name of District Engineer

Beaumont

District

Signature of District Engineer

By TxDOT Representative

Omar DeLeon, 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: TxDOT Temporary Rd. Closure Agreement 2015 (3205 : Jubilee Street Closure)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Election

ORDINANCE (ID # 3206)

DOC ID: 3206

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 9TH DAY OF MAY, 2015 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, LIBERTY INDEPENDENT SCHOOL DISTRICT, CITY OF AMES, CITY OF DEVERS, DEVERS INDEPENDENT SCHOOL DISTRICT, CITY OF DAISSETTA, HULL-DAISSETTA INDEPENDENT SCHOOL DISTRICT, AND LIBERTY COUNTY HOSPITAL DISTRICT NO. 1, AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

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

Section 1.

It is hereby ordered that a General Election be held in the City of Liberty, Texas on the second Saturday in May, the 9th day of May, 2015, at which election the qualified voters of the City will elect three (3) Council Members which shall hold office for a period of two (2) years, and which are all at-large positions.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, City of Ames, City of Devers, Devers Independent School District, City of Daisetta, Hull-Daisetta Independent School District, and Liberty County Hospital District No. 1, and shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2015 Joint Election Agreement and Election Services Contract.

Section 3.

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

POLLING PLACE:

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

Section 4.

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

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

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 27, 2015 and continuing through Tuesday, May 5, 2015. Other early voting polling locations will be set forth in Exhibit B of the 2015 Joint Election Agreement and Election Services Contract, a copy of which is attached. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays. The City of Liberty received approval from the U.S. Department of Justice, in a letter dated April 29, 2009, that the City's two 12-hour days of early voting be held on the last two days of this period, for all future elections beginning with the May 9, 2009 Election. Therefore, Early Voting by Personal Appearance shall be conducted for 12 hours on the last two days of the 2015 early voting period, which fall on Monday, May 4, 2015 and Tuesday, May 5, 2015.

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

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

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

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

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. The eSlate Direct Recording Electronic (DRE) Voting System, which includes the “eSlates”, “Judge’s Booth Controllers”, “eScans” and pollbooks, shall be used for Early Voting and voting on Election Day. The Early Voting location and the Election Day polling location will have at least one voting machine that is accessible to disabled voters. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

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

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or City Secretary and the City Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or City Secretary and the City Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2015 Joint Election Agreement and Election Services Contract.

Section 8.

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

Section 9.

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

Section 10.

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

Ordinance (ID # 3206)

City Council Meeting

February 10, 2015

Page 4

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty,
this the 10th day of February, 2015.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

2015 JOINT ELECTION AGREEMENT

Between the City of Liberty, Liberty Independent School District, City of Ames, City of Devers, Devers Independent School District, City of Daisetta, Hull-Daisetta Independent School District and Liberty County Hospital District No. 1,

AND

ELECTION SERVICES CONTRACT

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

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the elections precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS the City of Liberty, Texas ("Liberty"), the Liberty Independent School District ("LISD"), City of Ames, Texas ("Ames"), City of Devers ("Devers"), Devers Independent School District ("DISD"), City of Daisetta, Texas ("Daisetta"), Hull-Daisetta Independent School District ("HDISD") and the Liberty County Hospital District No. 1 (LCHD"), the Local Political Subdivisions, hereinafter referred to as "the LPS" shall hold their respective general elections on Saturday, May 9, 2015; and

WHEREAS the County Clerk/Election Officer, Paulette Williams, hereinafter referred to as "Contracting Officer", and by authority of Section 31.092(a) of the Texas Election Code, enters into this Election Services Contract with each political subdivision holding their respective general election on Saturday, May 9, 2015 for the conduct and supervision of; and

WHEREAS Liberty, LISD, Ames, Devers, DISD, Daisetta, HDISD and the LCHD find that this Joint Election Agreement and this Election Services Contract will adequately and conveniently serve all voters in Liberty County and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, Liberty, LISD, Ames, Devers, DISD, Daisetta, HDISD and LCHD agree as follows:

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

administrator of the election, however, each participating authority remains responsible for the lawful conduct of their respective election.

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

1. The Contracting Officer will appoint presiding election judges and alternate judges at its Election Day polling location from a list provided by each LPS, all of which will be qualified voters of such precincts or consolidated precincts. The presiding judge of each LPS shall serve as a co-judge. The Contracting Officer will appoint workers for the central accumulating station on Election Day. The Contracting Officer shall appoint a presiding judge and clerk for the Early Voting Ballot Board (EVBB). The Contracting Officer shall notify the election workers of their selection and shall provide the names and addresses of those selected to the LPS.

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

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

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

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

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

F. *Election Equipment.*

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

2. The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the English and Spanish translation of the offices and any propositions. The Contracting Officer shall also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing required by law.

G. *Early Voting.*

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. The Contracting Officer shall conduct Early Voting at the **City of Liberty Council Chambers Room** as the main location and at the **Devers School and HDISD Administration Building** as the branch locations and is also authorized to conduct Early Voting at **City of Liberty Council Chambers Room, HDISD Administration Building and the Devers School**. 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 p.m. 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.

4. The Contracting Officer shall make available to voters having the need, a translator, who is capable of speaking both English and Spanish languages; who will assist Spanish speaking voters in understanding and participating in the election process.

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

K. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer shall forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters' status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

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

M. Recount.

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

2. The LPS shall advise the Contracting Officer if a recount is required by law or

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

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

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

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

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

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

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

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

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

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

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

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

B. Delivery Fee.

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) and one other worker shall bring the eSlate, JBC, pollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid \$15.00 (\$7.50 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 \$45 per day for each 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 \$45 per day for each 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 **Liberty Independent School District**:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For The **City of Liberty**, Texas:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For The **City of Ames**, Texas:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For **Devers Independent School District**:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For The **City of Devers**, Texas:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For The **City of Daisetta**, Texas:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For **Hull-Daisetta Independent School District:**

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For **Liberty County Hospital District No 1:**

Name: Dianne Caninenberg

Mailing Address: P.O. Box 10247
Liberty, TX 77575

Telephone: 936-336-7400

Fax: 936-336-7422

Email: dcaninenberg@imsday.com

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

The Contracting Officer

Paulette Williams, Liberty County Clerk

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

Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

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

Liberty Independent School District

 _____(Title)

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

 Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

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

City of Liberty, Texas

_____(Title)

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

Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

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

City of Ames

 _____(Title)

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

 Signature of officer administering oath

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

Devers Independent School District

_____(Title)

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

Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

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

City of Devers, Texas

_____(Title)

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

Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

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

City of Daisetta, Texas

 _____(Title)

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

 Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

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

Hull-Daisetta Independent School District

 _____(Title)

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

 Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

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

Liberty County Hospital District No. 1

_____(Title)

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

Signature of officer administering oath

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

Exhibit A

Election Day Polling Locations

Precincts	Location	Address	City
City Lib, LISD & Hosp Dist.	City of Liberty – Liberty Center	1829 Sam Houston	Liberty
LISD, Ames & Hosp Dist.	Our Mother of Mercy Church	101 Donatto Street	Liberty
City Devers, DISD & Hosp Dist.	Devers School	201 S. Chism	Devers
HDISD & Hosp Dist.	Sacred Heart Catholic Church	3730 FM 160 N	Raywood
Daisetta, HDISD & Hosp Dist.	Hull-Daisetta High School Building (Library)	117 North Main (Hwy 770)	Daisetta
HDISD & Hosp Dist.	First Baptist Church	1 FM 834 East	Hull

Exhibit B

May 9, 2015 Local Elections
Early Voting Locations and Hours

Main Polling Place			Address		City	
City of Liberty Council Chambers Room			1829 SAM HOUSTON		LIBERTY	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	April 27 8am-5pm	April 28 8am-5pm	April 29 8am-5pm	April 30 8am-5pm	May 1 8am-5pm	May 2
May 3	May 4 7am-7pm	May 5 7am-7pm	May 6	May 7	May 8	May 9

Branch Polling Place 1			Address		City	
Devers School			201 S. CHISM		DEVERS	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	April 27 8am-Noon & 1 pm -5pm	April 28 8am-Noon & 1pm-5pm	April 29 8am-Noon & 1 pm-5pm	April 30 8am-Noon & 1 pm-5pm	May 1 8am-Noon & 1 pm-5pm	May 2
May 3	May 4 7am-7pm	May 5 7am-7pm	May 6	May 7	May 8	May 9
Branch Polling Place 2			Address		City	
Hull-Daisetta Administration Building			117 NORTH MAIN (HWY 770)		DAISETTA	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	April 27 8am-4pm	April 28 7am-7pm	April 29 8am-4pm	April 30 8am-4pm	May 1 8am-4pm	May 2
May 3	May 4 8am-4pm	May 5 7am-7pm	May 6	May 7	May 8	May 9

EXHIBIT C

ESTIMATED ELECTION EXPENSES

GENERAL/SPECIAL ELECTION *

Payroll:

Early Voting Workers	\$ 7500.00
Election Day Judges and Clerks	\$ 400.00
Early Voting Ballot Board	\$ 100.00
Central Counting Station judges and clerks	\$ 500.00
<u>Delivery/ Mileage</u>	
Pickup and delivery of supplies by judges	\$ 90.00
<u>User Fee for early voting equipment</u>	\$ 7375.00
<u>User Fee for Election Day equipment</u>	\$ 2250.00
<u>Newspaper notice for L & A Testing</u>	\$ 300.00
<u>Consumable Supplies</u>	\$ 100.00
<u>Ballot Programming</u>	\$ 1500.00
Ballots	\$ 700.00
Fed ex	\$ 40.00

Subtotal	\$20,855.00
----------	-------------

10% Administrative Fee Payable to Liberty County Clerk	\$ 2,085.50
:	

<u>Grand Total Estimated Election Expenses:</u>	\$ 22,940.50
---	--------------

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

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

Exhibit D**JOINT ELECTION RESOLUTION**

WHEREAS, **Liberty Independent School District**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, the **City of Ames**, Liberty County, Texas, **Devers Independent School District**, Liberty County, Texas, the **City of Devers**, Liberty County, Texas, the **City of Daisetta**, Liberty County, Texas, **Hull-Daisetta Independent School District**, Liberty County, Texas and the **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015 election with the **Liberty County Clerk** as the Contracting Officer.

AND WHEREAS, the Board of Trustees of **Liberty Independent School District**, **Hull-Daisetta Independent School District** and of the **Devers Independent School District**, **Liberty County Hospital District No.1** Board of Directors and the City Councils of the **City of Liberty**, **City of Ames**, **City of Daisetta** and the **City of Devers** desire to give authorization for said Contract.

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

Said Board of Trustees authorizes a Joint Contract by and among **Liberty County Hospital District No.1**, **Devers Independent School District**, **Hull-Daisetta Independent School District**, **City of Devers**, **City of Ames**, **City of Daisetta** and the **City of Liberty**, Texas and Paulette Williams, the Liberty County Clerk, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE LIBERTY INDEPENDENT SCHOOL DISTRICT in its meeting held the ____ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

JOINT ELECTION RESOLUTION

WHEREAS, the **City of Liberty**, Liberty County, Texas, the **Liberty Independent School District**, Liberty County, Texas, **Devers Independent School District**, Liberty County, Texas, **Hull-Daisetta Independent School District**, Liberty County, Texas the **City of Devers**, Liberty County, Texas, the **City of Ames**, Liberty County, Texas, the **City of Daisetta**, Liberty County, Texas, and **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015, elections with the **Liberty County Clerk** as the Contracting Officer.

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

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

Said City Council authorizes a Joint Contract by and among the **Liberty County Hospital District No. 1**, the **City of Devers**, the **City of Ames**, the **City of Daisetta**, and the **Liberty Independent School District**, **Hull-Daisetta Independent School District** and **Devers Independent School District** and Paulette Williams, the **Liberty County Clerk**, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE CITY OF LIBERTY, TEXAS in its meeting held the ____ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

JOINT ELECTION RESOLUTION

WHEREAS, the **City of Ames**, Liberty County, Texas, the **Liberty Independent School District**, Liberty County, Texas, **Devers Independent School District**, Liberty County, Texas, **Hull-Daisetta Independent School District**, Liberty County, Texas, the **City of Devers**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, the **City of Daisetta**, Liberty County, Texas, and **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015, elections with the **Liberty County Clerk** as the Contracting Officer.

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

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

Said City Council authorizes a Joint Contract by and among the **Liberty County Hospital District No. 1**, the **City of Devers**, the **City of Liberty**, the **City of Daisetta**, and the **Liberty Independent School District**, **Hull-Daisetta Independent School District**, and **Devers Independent School District** and Paulette Williams, the **Liberty County Clerk**, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE CITY OF AMES, TEXAS in its meeting held the ____ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: _____

Title:_____

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)

JOINT ELECTION RESOLUTION

WHEREAS, **Devers Independent School District**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, **Hull-Daisetta Independent School District**, Liberty County, Texas, **Liberty Independent School District**, Liberty County, Texas, the **City of Devers**, Liberty County, Texas, the **City of Ames**, Liberty County, Texas, the **City of Daisetta**, Liberty County, Texas, and the **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015 election with the **Liberty County Clerk** as the Contracting Officer.

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

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

Said Board of Trustees authorizes a Joint Contract by and among **Liberty County Hospital District No.1**, **Liberty Independent School District**, **Hull-Daisetta Independent School District**, **City of Devers**, the **City of Daisetta**, and the **City of Liberty**, Texas and Paulette Williams, the Liberty County Clerk, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE DEVERS INDEPENDENT SCHOOL DISTRICT in its meeting held the ____ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

JOINT ELECTION RESOLUTION

WHEREAS, the **City of Devers**, Liberty County, Texas, the **Liberty Independent School District**, Liberty County, Texas, **Hull-Daisetta Independent School District**, Liberty County, Texas, **Devers Independent School District**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, the **City of Ames**, Liberty County, Texas, the **City of Daisetta**, Liberty County, Texas, and **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015, elections with the **Liberty County Clerk** as the Contracting Officer.

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

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

Said City Council authorizes a Joint Contract by and among the **Liberty County Hospital District No. 1**, the **City of Liberty**, the **City of Ames**, the **City of Daisetta**, and the **Liberty Independent School District**, **Hull-Daisetta Independent School District**, and **Devers Independent School District** and Paulette Williams, the **Liberty County Clerk**, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE CITY OF DEVERS, TEXAS in its meeting held the ____ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

JOINT ELECTION RESOLUTION

WHEREAS, the **Hull-Daisetta Independent School District**, Liberty County, Texas, the **Liberty Independent School District**, Liberty County, Texas, **Devers Independent School District**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, the **City of Devers**, Liberty County, Texas, the **City of Ames**, Liberty County, Texas, the **City of Daisetta**, Liberty County, Texas, and **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015, elections with the **Liberty County Clerk** as the Contracting Officer.

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

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

Said Board of Trustees authorizes a Joint Contract by and among the **Liberty County Hospital District No. 1**, the **City of Liberty**, the **City of Daisetta**, the **City of Devers**, the **City of Ames** and the **Liberty Independent School District**, **Devers Independent School District** and Paulette Williams, the **Liberty County Clerk**, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE HULL-DAISETTA INDEPENDENT SCHOOL DISTRICT LIBERTY COUNTY, TEXAS in its meeting held the ____ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

JOINT ELECTION RESOLUTION

WHEREAS, the **City of Daisetta**, Liberty County, Texas, the **Liberty Independent School District**, Liberty County, Texas, **Hull-Daisetta Independent School District**, Liberty County, Texas, **Devers Independent School District**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, the **City of Ames**, Liberty County, Texas, the **City of Devers**, Liberty County, Texas, and **Liberty County Hospital District No.1**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015, elections with the **Liberty County Clerk** as the Contracting Officer.

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

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

Said City Council authorizes a Joint Contract by and among the **Liberty County Hospital District No. 1**, the **City of Liberty**, the **City of Ames**, the **City of Devers**, and the **Liberty Independent School District**, **Hull-Daisetta Independent School District**, and **Devers Independent School District** and Paulette Williams, the **Liberty County Clerk**, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE CITY OF DAISSETTA, TEXAS in its meeting held the ____ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: _____

Title:_____

JOINT ELECTION RESOLUTION

WHEREAS, **Liberty County Hospital District No. 1**, Liberty County, Texas, the **City of Liberty**, Liberty County, Texas, the **City of Ames**, Liberty County, Texas, the **City of Daisetta**, Liberty County, Texas, **Hull-Daisetta Independent School District**, Liberty County, Texas, **Devers Independent School District**, Liberty County, Texas, the **City of Devers**, Liberty County, Texas, and the **Liberty Independent School District**, Liberty County, Texas desire to enter into a Joint Election Services Contract for the May 9, 2015 election with the **Liberty County Clerk** as the Contracting Officer.

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

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

Said Board of Directors authorizes a Joint Contract by and among **Liberty Independent School District**, **Devers Independent School District**, **Hull-Daisetta Independent School District**, the **City of Devers**, the **City of Ames**, the **City of Daisetta**, and the **City of Liberty**, Texas and Paulette Williams, the Liberty County Clerk, for the conduct and supervision of the Joint Election on May 9, 2015.

APPROVED BY THE GOVERNING BODY OF THE LIBERTY COUNTY HOSPITAL DISTRICT NO. 1 in its meeting held the __ day of _____, 2015, and executed by its authorized representative.

Signature

Printed Name: C. Bruce Stratton

Title: President of Board of Directors

Attachment: Agreement (County)-Joint Election & Elec Services (3206 : General Election - May 2015)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3207)

DOC ID: 3207

EXPLANATION:

The vacancy on the CAD Board of Directors is due to the passing of Mr. Kevin Ladd. This term ends on December 31, 2015. The various taxing entities will submit a nomination to the CAD Board of Directors who will elect, by majority vote, one of the nominees to fill the vacancy. This nomination must be submitted by February 21, 2015.

CAD Board of Directors: Ronnie Danner - John Hebert Jr. - Larry Wadzeck - Richard Brown - Bob Edwards.

Liberty County Central Appraisal District

P. O. Box 10016 -- 2030 Sam Houston -- Liberty, TX 77575-2916

www.libertycad.com

MEMBERS OF THE BOARD

Ronnie Danner -- Chair.
Kevin Ladd -- Vice Chair.
John Hebert Jr. -- Sec.
Bob Edwards
Larry Wadzeck
Richard L. Brown -- Ex-Officio



CHIEF ADMINISTRATOR

Alan D. Conner

MAIN OFFICE -- LIBERTY

Phone (936) 336-5722

CLEVELAND BRANCH OFFICE

Phone (281) 593-1605

DAYTON BRANCH OFFICE

Phone (936) 257-8395

December 30, 2014

To: County, Cities, ISD's

Re: Appraisal District Board of Directors Vacancy

The District's Vice Chairman of the Board of Director's, Kevin Ladd, passed away on December 15, 2014. Property Tax Code Section 6.03(l) describes the procedure for filling the vacancy. Please see below.

Section 6.03(l)

If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

The Board of Directors is requesting nominations to fill the Director's position be submitted by February 21, 2015. The Board will elect by majority vote, at their February 22, 2015 regular scheduled board meeting, someone from the list of nominees to fill the remaining term of Kevin Ladd which ends on December 31, 2015.

If you have any questions, please feel free to contact me at (936) 336-5722.

Sincerely,

Alan Conner RPA, RTA, CTA
Chief Administrator

Attachment: CAD Appt. - Vacancy (3207 : CAD Nomination)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

ORDINANCE (ID # 3208)

DOC ID: 3208 A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 3.02, BY ADDING DIVISION 8, SECTION 3.02.351 ADOPTING THE 2015 ICC INTERNATIONAL EXISTING BUILDING CODE AND APPENDIX B - SUPPLEMENTARY ACCESSIBILITY REQUIREMENTS FOR EXISTING BUILDINGS AND FACILITIES AND APPENDIX C - GABLE END RETROFIT FOR HIGH-WIND AREAS; 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 established regulations regarding technical construction codes and standards; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to amend the ordinance and adopt the 2015 International Existing Building Code and Appendixes B and C.

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

Section 1: Article 3.02 of the Code of Ordinances of the City of Liberty is amended by adding Division 8, Section 3.02.351 as follows:

Division 8. International Existing Building Code

Sec. 3.02.351 Adopted

- (a) The following code is hereby adopted by the city, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: International Existing Building Code.
- (b) The following appendixes of the International Existing Building Code are hereby adopted: Appendix B - Supplementary Accessibility Requirements for Existing Buildings and Facilities, and Appendix C - Gable End Retrofit for High-Wind Areas. Appendixes not named herein are not adopted into the City's Code of Ordinances.
- (c) The adopted code and appendixes, in its most recent edition, and new editions, as published, are hereby automatically accepted.

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 February, 2015.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

City Council Meeting Date: February 10, 2015
Agenda Item No. VII.A.3
Agenda Wording: Consider an ordinance adopting the 2015 ICC International Existing Building Code and Appendixes B – Supplementary Accessibility Requirements For Existing Buildings And Facilities and Appendix C – Gable End Retrofit for High-Wind Areas.
Department: Public Works/Inspections
Subject: The City has adopted the various ICC Codes that relate to the new construction, alteration and addition of buildings within the City. However, the City has not adopted the 2015 International Existing Building Code.
Background: During the review of the Appendixes of the various 2015 ICC Codes, it was determined that the City had not adopted the current International Existing Building Code. The intent of the Existing Building Code is to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings.
Fiscal Impact: The budget impact by adopting these appendixes is negligible.
Staff Recommendation: Staff recommends adoption of the 2015 International Existing Building Code and Appendixes B & C. As with the other Codes, it is recommended that the adopted code, in its most recent edition, and new editions, as published, are hereby automatically accepted
Purpose: The purpose of the building codes and appendixes is to protect the health, safety and welfare of residents and visitors to the City.

Attachment: Agenda Item Form -Existing Building Code Adoption (3208 : ICC 2015 Int Existing Building Code)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Miscellaneous Issues

ORDINANCE (ID # 3209)

DOC ID: 3209 A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, SECTIONS 3.02.051, 3.02.101, AND 3.02.251 ADOPTING VARIOUS APPENDIXES; 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 established regulations regarding technical construction codes and standards; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to amend the code of ordinances and adopt various appendixes to the International Building Code, the International Residential Code, and the International Private Sewage Disposal Code.

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

Section 1: Article 3.02.051 of the Code of Ordinances of the City of Liberty is amended by as follows:

Sec. 3.02.051 Adopted

- (a) The following code is hereby adopted by the City, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: International Building Code.
- (b) The following appendixes of the International Building Code are hereby adopted: Appendix A, Section A101.1 - Building Official, A101.2 - Chief Inspector, A101.3 - Inspector and Plans Examiner and Section A102 - Referenced Standards; Appendix C, Group U - Agricultural Buildings; Appendix F - Rodent Proofing; and Appendix I - Patio Covers. Appendixes not named herein are not adopted into the City's Code of Ordinances.
- (c) The adopted code and named appendixes, in its most recent edition, and new editions, as published, are hereby automatically accepted.

Section 2: Article 3.02.101 of the Code of Ordinances of the City of Liberty is amended by as follows:

Sec. 3.02.101 Adopted

- (a) The following code is hereby adopted by the City, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: International Residential Code for One - and Two - Family Dwellings.
- (b) The following appendixes of the International Residential Code for One - and Two - Family Dwellings are hereby adopted: Appendix E. Manufacture Housing Used as Dwellings, Appendix G. Piping Standards for Various Applications, Appendix H. Patio Covers, Appendix I. Private Sewage Disposal, Appendix J. Existing Buildings and Water Piping System. Appendixes not named herein are not adopted into the City's Code of Ordinances
- (c) The adopted code and named appendixes, in its most recent edition, and new editions, as published, are hereby automatically accepted.

Section 3: Article 3.02.251 of the Code of Ordinances of the City of Liberty is amended by as follows:

Sec. 3.02.251 Adopted

- (a) The following code is hereby adopted by the City, and all construction in the city shall conform to the standards set out in the following code published by the International Code Council, Inc., with amendments as published: International Private Sewage Disposal Code.
- (b) The following appendixes of the International Private Sewage Disposal Code are hereby adopted: Appendix A. System Layout Illustrations and Appendix B. Tables for Pressure Distribution Systems. Appendixes not named herein are not adopted into the City's Code of Ordinances.
- (c) The adopted code and named appendixes, in its most recent edition, and new editions, as published, are hereby automatically accepted.

Section 4: 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 5: 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 February, 2015.

Ordinance (ID # 3209)
Page 3

City Council Meeting

February 10, 2015

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

City Council Meeting Date: February 10, 2015
Agenda Item No. VII.A.4
Agenda Wording: Consider an ordinance adopting various appendixes to the 2015 ICC International Building Code, 2015 ICC International Residential Code and 2015 ICC International Private Sewage Disposal Code.
Department: Public Works/Inspections
Subject: The City has adopted the various ICC Codes that relate to the construction, alteration and addition of buildings within the City. Included with the Codes are appendixes on other items that are not mandatory unless adopted by the governing body. The City recently received the 2015 Edition of the ICC Codes and realized that some of the appendixes that pertain to local construction had not been adopted.
Background: A workshop was held during the January 27, 2015, City Council Meeting to review with City Council the appendixes recommended for adoption. The following Code appendixes were reviewed with City Council; 2015 International Building Code – Appendix A. Employee Qualifications, Appendix C. Group U – Agricultural Buildings, Appendix F. Rodent Proofing and Appendix I. Patio Covers. The 2015 International Residential Code Appendixes reviewed included Appendix E. Manufacture Housing Used as Dwellings, Appendix G. Piping Standards for Various Applications, Appendix H. Patio Covers, Appendix I. Private Sewage Disposal, Appendix J. Existing Buildings and Structures, Appendix M. Home Day Care - R-3 Occupancy and Appendix P. Sizing of Water Piping System. Also reviewed were Appendix A. System Layout Illustrations and Appendix B. Tables for Pressure distribution systems in the 2015 International Private Sewage Disposal Code. A question arose during the workshop concerning the duplication of regulations in regards to Home Day Care –R-3 Occupancy. The R-3 Occupancy, as defined in the International Building Code, is a care facility in which five or fewer persons are receiving care within a single-family dwelling. The difference between the State regulations and the Code are primarily in the area of fencing height, smoke detection and exit size. The State regulations only require a smoke detection system and a four foot high fence. The State does not regulate exit size. The Code requires a six foot fence and smoke detection devices to be located at specific areas

within the residence. The Code also includes minimum width and height requirements for exits.

Fiscal Impact: The budget impact by adopting these appendixes is negligible.

Staff Recommendation: Staff recommends approval of Sections A101.1 Building Official, A101.2 Chief Inspector, A101.3 Inspector and Plans Examiner and Section A102 Referenced Standards of Appendix A to the International Building Code. Section A101.4 Termination of Employment is not recommended for adoption since the City currently has policies related to this matter. It is recommended that all of the other aforementioned appendixes be adopted in their entirety.

Purpose: The purpose of the building codes and appendixes is to protect the health, safety and welfare of residents and visitors to the City.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Grant Issues

RESOLUTION (ID # 3210)

DOC ID: 3210

A RESOLUTION OF THE CITY COUNCIL OF LIBERTY TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE (COMMUNITY DEVELOPMENT FUND); AND AUTHORIZING (THE MAYOR) TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of Liberty desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to- moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Liberty to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$350,000 of grant funds to provide sewer system improvements and repairs.
4. That the City Council directs and designates (the Mayor) as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that Liberty is committing (\$101,210) from its General Fund as a cash contribution toward the construction of this sewer system improvements project.

Passed and approved this 10th day of February, 2015.

Resolution (ID # 3210)
Page 2

City Council Meeting

February 10, 2015

Carl Pickett, Mayor
City of Liberty, Texas

Dianne Tidwell, City Secretary
City of Liberty, Texas



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Contracts

COUNCIL ACTION (ID # 3211)

DOC ID: 3211

Permit to Introduce Wastewater into the City of Liberty Wastewater System

This permit shall allow Baze Chemical, Inc. ("Baze"), located at 1502 Fort Worth St., Liberty, Texas 77575, to introduce treated industrial wastewater into the City of Liberty public sewer system under the conditions enumerated herein.

Section 13.07.003 of the Liberty Code of Ordinances permits the Admission of industrial wastewater into the City of Liberty's public sewer system with prior approval by the City. Baze agrees to abide by all terms of sections 13.07.003 and 13.07.004 of the Liberty Code of Ordinances, as well as all other federal, state, and local laws. Baze agrees to furnish a copy of the analysis of the treated water to the City's designee when applying for this permit. The engineer or other designee of the City's choice must approve a sample of the industrial wastewater to be introduced into the City's system for initial analysis, and at subsequent intervals as determined by the City Manager and/or his designee.

The City shall set a flow rate limit of 25,000 gallons per month that Baze agrees not to exceed in order to protect the City's lift station and equipment and to assure compliance with local, state, and federal law. The meter shall be calibrated at periods required in the discretion of the City Manager and/or his designee. Baze acknowledges that a flow rate that exceeds the permitted amount shall be cause for revocation of this permit without the ten (10) day notice.

Baze shall pay a permit fee of \$250 annually. This permit shall be good for a period of one year and is renewable annually on payment of the above fee at the sole discretion of the City. City may opt not to renew the permit for any reason or for no reason at its discretion. The City shall obtain samples of wastewater for analysis at intervals necessary to verify Baze's compliance with this permit as well as state and federal regulations regarding discharge (re: from industry into municipal owned waste treatment facility). Baze acknowledges the parameters are also subject to any current and/or future limits of the City Wastewater Treatment plant discharge permit. Baze acknowledges and agrees to comply with the reporting requirements of the Clean Water Act, including any requirements established under 40 CFR Part 403, or other reporting federal and/or state statutes and/or rules, and to submit copies of all correspondence to the City.

Baze shall pay for the introduction of wastewater into the City's system at the flat rate of \$171.00 per month. Baze acknowledges that it is required to adhere to all other City Ordinances.

Baze agrees to cease flow into the City's wastewater system during and after any rain event. Baze may resume flow into the City's wastewater system when the City's head of the water department or public works department notifies it that the system has recovered from the rain event, and flow from Baze to the City's system will not overload or otherwise compromise the City's wastewater system.

Baze acknowledges by its signature below, that this temporary permit may be revoked or modified by the City at any time. Baze, by accepting this temporary permit, agrees that it will not pursue any economic or other damages against the City should the City exercise its right

under this permit to cease or limit the allowance of introduction of industrial wastewater into the City's system.

This permit shall be in force for one year unless terminated by either party with ten (10) days written notice. In the event the City's right to accept industrial wastewater is curtailed by the TCEQ or other governmental agency, the City may revoke this permit without the ten (10) day written notice period.

The proposed volume to be discharged is an average of 20,000 gallons per month. In the event that the volume of water discharged shall change by more than 10% Baze agrees to inform the City of Liberty of said change. Additionally, if the source of wastewater being discharged into the City's sewer system changes, Baze agrees to inform the City of Liberty of said change. After receiving information regarding any condition of this permit triggering the City's ability to terminate this permit, the City may require Baze to submit a new application and obtain a new permit, or cause Baze to follow a different set of regulations as determined by the City Manager or his designee. The proposed discharge will be subject to the Clean Water Act.

Accepted this ____ day of _____, 2015 by:

Baze Chemical, Inc.

City of Liberty



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3212)

DOC ID: 3212



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.C.1

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3213)

DOC ID: 3213



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.C.2

Meeting: 02/10/15 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3214)

DOC ID: 3214