



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 9, 2016

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	Arrived
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 # 3442)

Project Updates - City Manager, G. Broz

B. Information Item (ID # 3443)

Sam Rayburn Municipal Power Agency - Mayor Pickett

C. Information Item (ID # 3444)

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 12, 2016
2. Tuesday, January 26, 2016

B. Resolution (ID # 3445)

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 2016 Liberty Jubilee.

- TxDOT Temporary Rd. Closure Agreement 2016 (DOC)

VII. REGULAR AGENDA**A. Regular Session****1. Ordinance (ID # 3446)**

Consider adoption of an Ordinance ordering a General Election to be held in the City of Liberty on Saturday, May 7, 2016 authorizing a Joint Election Agreement and Election Services Contract by and between the City of Liberty, Liberty Independent School District, any other contracting entities, 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 7 de mayo del 2016; 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, cualquier otra entidad de contracción y la Oficina del Secretario del Condado de Liberty.

- Election Services Agreement 2016 (DOCX)
- Election Svs Joint Resolution (DOCX)
- Spanish Ord General Election (DOC)

2. Council Action (ID # 3447)

Consider award of contract to Bright Star Solutions for the Electric Distribution Overhead System Maintenance Project.

- Elec Dist OH Maintenance (PDF)

3. Council Action (ID # 3448)

Consider award of contract to DigTech for the Electric Distribution Underground System Maintenance Project.

- Elec Dist UG Maintenance (PDF)

4. Council Action (ID # 3449)

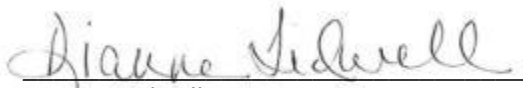
Consider approval of the Electric Distribution Overhead and Underground System Maintenance Projects.

5. Council Action (ID # 3450)

Discussion on placing "In God We Trust" on public safety vehicles, and take any action deemed necessary.

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

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 5th day of February, 2016 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Dianne Tidwell, City Secretary**NOTICE**

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

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2016.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3442)

DOC ID: 3442



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3443)

DOC ID: 3443



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3444)

DOC ID: 3444



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 12, 2016

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	
Brandon Davis	City Attorney	Present	

II. INVOCATION

There was no Invocation given.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Liberty High School Senior, Meagan Clawson.

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 reported on the following: 1) Liberty Police Dept. Silver Santa Program 2) Liberty Fire Dept. Angel Tree Program and the 3) recent Police Dept. Town Hall Meeting regarding the new open carry laws.

Minutes Acceptance: Minutes of Jan 12, 2016 6:00 PM (Minutes Approval)

City Manager Gary Broz reported that there would be a Special Called Meeting on January 26th, in which the annual audit will be presented.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3425)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on current City projects and the status of each.

B. Information Item (ID # 3426)

2016 Election Update - City Sec. D. Tidwell

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported on the upcoming May 7, 2016 General Election for officers. Those officials with terms expiring are Mayor Pickett and Councilpersons David Arnold, Frank Jordan and Louie Potetz.

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 08, 2015

VII. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 3427)

Mr. Mike Allison to address the Council regarding City of Liberty power issues.

COMMENTS - Current Meeting:

Mr. Mike Allison, Liberty resident, addressed the Council regarding his concerns and frustration

with recent and past power outages in the City of Liberty. Lengthy discussion was held regarding the various outages, origin of each, and future plans for electric infrastructure upgrades.

2. Council Action 2016-1

Update on the Sam Rayburn Municipal Power Agency business, and take any action deemed necessary.

COMMENTS - Current Meeting:

Mr. Bruce Mintz, Executive Director of the Sam Rayburn Municipal Power Agency (SRMPA) addressed the Council and the audience regarding the electric utility issues, as the City of Liberty is a member of the SRMPA and receives its power from the Agency. Lengthy discussion was held regarding Agency operations, activities, annual maintenance project, proposed express feeder which builds redundancy in the system, the substations and various feeders, and other related topics.

RESULT: NO ACTION TAKEN

3. Public Hearing (ID # 3429)

Public Hearing regarding hazardous building abatement for property located at 1512 Hwy. 90, also known as the Inn at Liberty.

COMMENTS - Current Meeting:

At 7:27 p.m., Mayor Pickett opened the Public Hearing regarding hazardous building abatement for the property located at 1512 Hwy. 90, known as the Inn at Liberty. City Attorney Brandon Davis reported on the numerous and varied issues with the property, and Building Official Dawnel Rodgers reported on inspections of the property and the proper notification process in which the owner was notified of the hearing. The owner's attorney, structural engineer and electrician spoke on the owner's behalf and the plan to rehabilitate the property. Also discussed were the rehabilitation costs, property value, and crime on the property.

Mayor Pickett closed the Public Hearing at 8:51 p.m.

ATTACHMENTS:

- Agenda Item Form-Inn at Liberty (DOCX)
- Inn at Liberty Notice (PDF)

4. Council Action 2016-2

Consider, and take action, regarding hazardous building abatement for property located at 1512 Hwy. 90, also known as the Inn at Liberty.

COMMENTS - Current Meeting:

A motion was made to order the demolition of the Inn at Liberty, giving the property owner 30 days from receipt of the Order to complete this task.

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

5. Council Action 2016-3

Consider award of bid for transformers for the Electric Department inventory.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on bids received for transformers for the Electric Department. Mr. Broz stated that \$45,000 was budgeted for this equipment which will be paid for with funds received from the Sam Rayburn Municipal Power Agency, Cambridge Project. This equipment will rebuild the Electric Department inventory and after brief discussion of the bid tabulation, a motion was made to approve the purchase of various type transformers from T&R Electric in the amount of \$12,950.00 and from Solomon Corporation in the amount of \$22,085.00, for a total of \$35,035.00.

ATTACHMENTS:

- Transformer Bids (PDF)

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

6. Council Action 2016-4

Consider an appointment to the Liberty County Economic Development Committee.

COMMENTS - Current Meeting:

A motion was made to nominate and appoint Councilperson Frank Jordan to the Liberty County Economic Development Committee.

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

7. Council Action 2016-5

Discussion regarding Open Carry in the City Hall and Council Chambers, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the new open carry law, recommending that signage be placed (30.06 and 30.07) to prohibit open carry or concealed weapons during meetings of the Liberty City Council, Liberty Community Development Corporation and Municipal Court, and any meeting falling under the Open Meetings Act. Mr. Broz explained that the City cannot prohibit weapons in the remainder of the building. A motion was made to prohibit concealed or open carry weapons in the above-mentioned meetings and to display the appropriate signage.

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

8. Council Action 2016-6

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

COMMENTS - Current Meeting:

City Manager Gary Broz reported on various items the City would like to declare surplus property, to be sold in an online auction. After brief review of the list, a motion was made to declare the items as surplus property.

ATTACHMENTS:

- Auction List (XLSX)
- PD Vest List (PDF)

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

9. Ordinance 2016-1

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 2016.

COMMENTS - Current Meeting:

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

"A 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 2016; 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."

A motion was made to adopt the Ordinance as presented.

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

10. Council Action 2016-7

Consider granting Computer Solutions access for fiber installation in the Regency Place Subdivision right-of-way.

COMMENTS - Current Meeting:

City Attorney Brandon Davis reported that the proposed agreement gives Internet Management Services (Computer Solutions) the license to use the City's right-of-way in the Regency Place Subdivision. This document is a 5-year agreement with a fee of \$150.00 per year. A motion was made to approve the agreement.

ATTACHMENTS:

- Resolution & Agreement Internet Fiber (PDF)
- Regency Subd Map (PDF)

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

B. Executive Session

Government Code §551.087

Deliberation Regarding Economic Development Negotiation - Boomerang Tube, LLC.

At 9:10 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 9:29 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2016-8

Consider and take action, if any, on the items as discussed in the Executive Session.

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 9:30 p.m.

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 Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 12, 2016 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 26, 2016

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	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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City Manager Gary Broz introduced Interim Fire Chief Brian Hurst and announced that Mr. Hurst has been named the new Fire Chief for the City of Liberty. Mr. Broz also reported that there would be a noon meeting of the City Council on Tuesday, February 23rd.

III. REGULAR AGENDA

A. Regular Session

1. Council Action 2016-9

Consider acceptance of the Annual Audit Report for Fiscal Year 2014-2015, as presented by Swaim, Brents and Associates.

Minutes Acceptance: Minutes of Jan 26, 2016 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Ms. LeAnn Brents, Swaim, Brents & Associates presented to Council the Annual Audit Report for Fiscal Year 2014-2015. Ms. Brents reviewed the financial statements, balance sheet and various City funds. Ms. Brents further analyzed the City's financial performance during the fiscal year ending September 30, 2015. Ms. Brents reported that the City's total combined net position, as of September 30, 2015, was \$45,640 million compared to \$44,679 million the previous year. Ms. Brents reported on the fiscal year revenues and expenditures, debt service, capital projects, grant funding, federal funds and the City not being subject to the single audit act, City's pension plan, and other topics relating to the City's overall financial status.

Ms. Brents concluded by stating there was no corrective action plan needed. A motion was made to accept the Audit Report for Fiscal Year 2014-2015, as presented.

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

IV. WORK SESSION

1. Work Session (ID # 3440)

Discussion regarding projects to enhance the quality of life in the City of Liberty.

COMMENTS - Current Meeting:

City Manager Gary Broz presented a list of proposed "Quality of Life" projects for Council's review. Mr. Broz stated that Staff had reviewed the projects and prioritized the top five projects. Those include the 1) trail at the park, 2) a boat ramp on the river, 3) downtown project to include lights, sidewalks, signage, etc. 4) new restrooms and concession building at the park and 5) an Automated Weather Observing System (AWOS) for the Airport.

After discussion of these projects and other current projects, it was the consensus of the Council that infrastructure was the first priority and the Quality of Life projects could be revisited in 90 days.

V. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:32 p.m.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 26, 2016 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Jubilee

RESOLUTION (ID # 3445)

DOC ID: 3445

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 18 and 19, 2016, 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 2016 Liberty Jubilee.

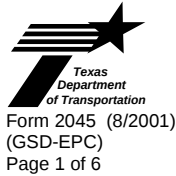
Section 3. The City Council of the City of Liberty hereby further consents to and authorizes its City Manager to negotiate and execute an agreement with the Texas Department of Transportation for the temporary closure of a portion of state right-of-way during the 2016 Liberty Jubilee on behalf of the City of Liberty.

PASSED, APPROVED, AND RESOLVED this the 9th day of February, 2016.

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 2016 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 9th day of February 2016 the Liberty City Council passed Resolution/Ordinance No. _____, attached hereto and identified as "Exhibit B", establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

Attachment: TxDOT Temporary Rd. Closure Agreement 2016 (3445 : Jubilee Street Closure)

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

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

AGREEMENT

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

1. CONTRACT PERIOD

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

2. EVENT DESCRIPTION

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

3. OPERATIONS OF THE EVENT

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

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

4. OWNERSHIP OF DOCUMENTS

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

5. TERMINATION

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

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

6. DISPUTES

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

7. INDEMNIFICATION

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

8. INSURANCE

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

9. AMENDMENTS

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

10. COMPLIANCE WITH LAWS

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

11. LEGAL CONSTRUCTION

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

12. NOTICES

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

State: Texas Department of Transportation

City:

Gary Broz, City Manager

1829 Sam Houston Street

Liberty, Texas 77575

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

13. SOLE AGREEMENT

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

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

THE CITY OF LIBERTY, TEXAS

February 10, 2016

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 2016 (3445 : Jubilee Street Closure)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Election

ORDINANCE (ID # 3446)

DOC ID: 3446

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 7TH DAY OF MAY, 2016 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCIL MEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES, 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 first Saturday in May, the 7th day of May, 2016, at which election the qualified voters of the City will elect a Mayor and three (3) Council Members which shall hold office for a period of two (2) years, and which are all at-large positions.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and any other contracting entities shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2016 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 -

Jack Hartel Building
318 San Jacinto 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:

EV POLLING PLACE - Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 25, 2016 and continuing through Tuesday, May 3, 2016. Other early voting polling locations will be set forth in Exhibit B of the 2016 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 2016 early voting period, which fall on Monday, May 2, 2016 and Tuesday, May 3, 2016.

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 2016 Joint Election Agreement and Election Services Contract.

Section 8.

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

Section 9.

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

Section 10.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 9th day of February, 2016.

Carl Pickett, Mayor

Ordinance (ID # 3446)

City Council Meeting

February 9, 2016

Page 4

ATTEST:

Dianne Tidwell, City Secretary

2016 JOINT ELECTION AGREEMENT

Between Liberty Independent School District and the City of Liberty, Texas

AND

ELECTION SERVICES CONTRACT

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

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 election 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 Liberty Independent School District and the City of Liberty, Texas, the Local Political Subdivisions, hereinafter referred to as “the LPS” shall hold their elections on Saturday, May 7, 2016; and

WHEREAS the County Clerk/Elections 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 Liberty Independent School District and the City of Liberty, Texas, the political subdivisions holding their elections on Saturday, May 7, 2016, for the conduct and supervision of said elections; and

WHEREAS Liberty Independent School District and the City of Liberty, Texas, find that this Joint Election Agreement and this Election Services Contract will adequately and conveniently serve all voters in the Liberty Independent School District and the City of Liberty, Texas, and will facilitate the orderly conduct of the election;

THEREFORE, Liberty County and Liberty Independent School District and the City of Liberty, Texas, 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 as outlined in this agreement. The Liberty Independent School District and the City of Liberty, Texas, agree 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, including early voting and any resulting runoff election; however, each participating authority remains responsible for the lawful conduct of its respective election.

Attachment: Election Services Agreement 2016 (3446 : Election Order)

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

A. *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. Early Voting by personal appearance for the election shall be conducted during the hours and time periods and at the locations listed in Exhibit A.

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.**

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

1. The Contracting Officer shall appoint presiding election judges and alternate judges at the Early Voting and Election Day polling locations with input from the LPS. 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.

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

C. *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.

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

E. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to each presiding judge for use at the polling locations 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.

F. *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 to download to ePollbooks.

G. *Election Equipment.*

1. The Contracting Officer shall use the Direct Record Electronic (DRE) voting system and the early voting 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" and ePollbooks. 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 and ePollbooks 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. 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.

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. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to Liberty County 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 conduct Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

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

J. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared.

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 B.

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. *Ballot Information.* The LPS shall provide the Contracting Officer with the English and Spanish translations of the propositions and/or candidate names and positions that are to appear 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.

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: \$9.00/hr
- Early Voting deputies: \$9.00/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, ePollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid \$25.00 (\$12.50 each) for this delivery. (The eSlate, JBC, eScan and ePollbook shall be delivered to the polling location by a member of the Contracting Officer's staff. The eScan shall be picked up and returned to the Liberty County Courthouse by a member of the Contracting Officer's staff.)

2. The Contracting Officer shall pay the election workers for delivery of the unused supplies and election equipment and be reimbursed by the LPS.

IV. PAYMENT

A. *Compensation.*

1. Costs for which reimbursement is sought shall be supported by appropriate documentation. A cost estimate for election expenses is set forth in Exhibit B. The estimate assumes cost sharing between the LPS. The parties agree that this is an estimate only and the LPS is 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 by the Contracting Officer and reimbursed by the LPS.

2. Within 30 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for expenses directly attributable to the scope of work of the

election, as follows: the actual expenses incurred in accordance with Section 31.100, Texas Election Code, including without limitation, the costs and expenses of the newspaper publication of the logic and accuracy testing notice only; rental of voting machines and equipment; wages and salaries of the precinct election judge, alternate judge and election clerks, members of the early voting ballot board, and central accumulating station personnel (overtime only); programming of the ballot; ballots and voting supplies; and voting machines and equipment transportation. Nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories.

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. *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.

V. 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. *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.

C. *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) 336-4600, ext. 1200

Fax: (936) 334-8174
Email: coclerk@co.liberty.tx.us

For Liberty Independent School District:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

For The City of Liberty, Texas:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

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

The Contracting Officer

Paulette Williams, Liberty County Clerk

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

Signature of officer administering oath

Attachment: Election Services Agreement 2016 (3446 : Election Order)

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: Election Services Agreement 2016 (3446 : Election Order)

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: Election Services Agreement 2016 (3446 : Election Order)

Exhibit A

May 7, 2016, Joint Election between Liberty ISD and City of Liberty

Early Voting and Election Day Polling Location

Precincts	Location	Address	City
Liberty ISD	Jack Hartel Building	318 San Jacinto Street	Liberty
City of Liberty	Jack Hartel Building	318 San Jacinto Street	Liberty

Voting Days and Hours of Voting

Voting Day	Hours of Voting
Monday, April 25	8:00 a.m. – 5:00 p.m.
Tuesday, April 26	8:00 a.m. – 5:00 p.m.
Wednesday, April 27	8:00 a.m. – 5:00 p.m.
Thursday, April 28	8:00 a.m. – 5:00 p.m.
Friday, April 29	8:00 a.m. – 5:00 p.m.
Monday, May 2	7:00 a.m. – 7:00 p.m.
Tuesday, May 3	7:00 a.m. – 7:00 p.m.
Saturday, May 7	7:00 a.m. – 7:00 p.m.

Exhibit B

Joint Election between Liberty ISD and City of Liberty

ESTIMATED ELECTION EXPENSES, MAY 7, 2016 ELECTION*

Payroll:

Early Voting Judges and Clerks**	\$1,500.00 (7 days total)
Election Day Judges and Clerks** (max 14 hrs. with judge/alternate/2 clerks)	\$ 645.00
Early Voting Ballot Board (for provisional and mail votes)	\$ 60.00 (judge with 2 clerks)
Deputy Clerk Overtime	\$ 150.00
Voting Equipment Rental (8 days @ \$330/day)	\$2,640.00
Programming and Ballots (Hart InterCivic)	\$1,500.00
Pickup and delivery of equipment by county	\$ 50.00
Newspaper notice for L & A Testing	\$ 200.00
Election Supplies	<u>\$ 20.00</u>
<u>Subtotal:</u>	\$6,765.00
10% Administrative Fee	\$ 676.50
<u>Grand Total Estimated Election Expenses:</u>	\$7,441.50

*Assumes no cost sharing with other local political subdivisions.

** Assumes judge @ \$10/hr and alternate/clerks @ \$9.00/hr

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

Attachment: Election Services Agreement 2016 (3446 : Election Order)

JOINT ELECTION RESOLUTION

WHEREAS, the City of Liberty, Texas, and Liberty Independent School District and Liberty County, Texas, desire to enter into a Joint Election Services Contract for the May 7, 2016, city and school elections with the Liberty County Clerk as the Contracting Officer.

AND WHEREAS, the City Council of the City of Liberty, Texas, and the Board of Trustees of Liberty Independent School District 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 City of Liberty, Texas, the Liberty Independent School District and Paulette Williams, the Liberty County Clerk, for the conduct and supervision of the Joint City and School Election on May 7, 2016.

APPROVED BY THE GOVERNING BODY OF THE CITY OF LIBERTY, TEXAS, in its meeting held the _____ day of _____, 2016, and executed by its authorized representative.

Signature

Printed Name: _____

Title: _____

Attachment: Election Svs Joint Resolution (3446 : Election Order)

ORDENANZA 2016 -

UNA ORDENANZA DEL MUNICIPIO DE LA CIUDAD DE LIBERTY, TEXAS, ORDENA UNA ELECCIÓN MUNICIPAL GENERAL QUE SE LLEVARÁ A CABO EL DÍA 7 DE MAYO DEL 2016, CON EL PROPÓSITO DE ELEGIR UNO ALCALDE Y TRES MIEMBROS DEL CONSEJO; AUTORIZANDO UN ACUERDO DE ELECCIÓN JUNTA ELECTORAL Y LOS CONTRATOS DE SERVICIOS POR/ENTRE LA CIUDAD DE LIBERTY, EL DISTRITO ESCOLAR INDEPENDIENTE DE LIBERTY, CALQUIER OTRA ENTIDAD DE CONTRACCIÓN Y EL SECRETARIO DEL CONDADO DE LA CIUDAD DE LIBERTY, PROVEYENDO UNA VOTACIÓN ADELANTADA; PROVEYENDO DOS DÍAS DE DOCE HORAS DE VOTACIÓN ADELANTADA; PROVEYENDO LA PUBLICACIÓN Y NOTIFICACIÓN DE ELECCIÓN; ESTABLECIENDO OTROS PROCEDIMIENTOS PARA LA REALIZACIÓN DE LA ELECCIÓN; PROVEYENDO UNA CLÁUSULA DE SEPARACIÓN, PROVEYENDO UNA FECHA EFECTIVA; Y PRESCINDIENDO CON LOS REQUISITOS DE LA SECCIÓN 3.10 DE LA CARTA CONSTITUCIONAL QUE ESTA ORDENANZA SE LEERÁ EN DOS DÍAS SEPARADOS.

SEA COORDINADO POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE LIBERTY, TEXAS:

Sección 1.

Por la presente, se ordenó una eleccion general que se llevará acabo en la ciudad de Liberty, Texas, el primero sábado de mayo, el día 7 de mayo del 2016, en que la elección de los votantes competentes de la Ciudad elegirán uno alcalde y tres (3) miembros del Consejo que ocuparán el cargo por un período de dos (2) años, y ellos estarán en todas las posiciones.

Sección 2.

La elección se realizará juntamente entre la Ciudad de Liberty, el Distrito Escolar Independiente de Liberty, la Ciudad de Ames, la Ciudad de Devers, el Distrito Escolar Independiente de Devers, la Ciudad de Daisetta, el Distrito Escolar Independiente de Hull-Daisetta, y el Hospital del Condado de la Ciudad de Liberty del Distrito No. 1, y estará a cargo el Secretario del Condado de Liberty/el Oficial de Elección como se indica en los términos del Convenio de Elecciones del 2016 el Contrato Conjunto de Servicios de Elecciones.

Sección 3.

Los límites actuales de la ciudad de Liberty constituye un distrito electoral y las urnas

deberán estar abiertas para votar el Día de Elección desde las 7:00 am. hasta las 7:00 pm. en el siguiente lugar de votación.

LUGAR DE VOTACIÓN:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Sección 4.

Paulette Williams, Secretario del Condado de la Ciudad de Liberty, deberá actuar como Oficial de Contrato y Secretario de Votación Avanzada. La ubicación para la Votación Avanzada para dicha elección se designa como:

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

La votación avanzada en persona deberá llevarse acabo de lunes a viernes empezando a partir del lunes, 25 de abril del 2016 y continuando hasta el martes 3 de mayo del 2016. Otra votación temprana que vota posiciones es puesta adelante en el Objeto expuesto B del Acierdo de Eleccion junta electoral y los Contratos de Servicios 2016, una copia de que es atada. Según lo dispuesto en la Sección 85.005 (d) del Código Electoral de Texas, la votación avanzada en persona, se llevará acabo en el lugar de votación por lo menos 12 horas en dos días laborables, si el período de votación avanzada consiste de seis o más días de la semana. La Ciudad de la Liberty recibió la aprobación del Departamento de Justicia de los EE.UU., en una carta con fecha del 29 de abril de 2009, en la cual las 12 horas de votación avanzada se realizará en los dos últimos días de este período, para todas las elecciones futuras a partir de la Elección del 9 de mayo del 2009. Por lo tanto, la votación avanzada en persona se llevará a cabo durante 12 horas en los dos últimos días del período de votación avanzada del 2016, que caen en lunes, 2 de mayo del 2016 y el martes 3 de mayo del 2016.

La dirección oficial de votación avanzada para las aplicaciones de votación y boletas electorales por correo pueden ser enviadas a la siguiente dirección:

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

Todas las solicitudes de boletas de votación avanzada por correo que sean recibidas por la Ciudad de Liberty, serán transportadas el día de recepción de Paulette Williams, Early Voting Clerk, Liberty County Courthouse, 1923 Sam Houston, Liberty, Texas 77575.

Los funcionarios electorales para la votación avanzada y los lugares del día de elección serán designados por el Oficial de Contrataciones, en acuerdo con el Código Electoral de Texas.

Sección 5.

Todos los servicios del equipo electoral, los materiales electorales y los servicios de elección utilizados para coordinar, supervisar y administrar la elección conjunta se harán de acuerdo con lo dispuesto en el Código Electoral de Texas. El sistema de votación de eSlate Direct Recording Electronic (DRE), incluye el "eSlates", "los Controles del juez", y los libros de votación de eScans, deberán ser utilizados para la Votación Avanzada y para la votación en el día de las elecciones. El centro de votación avanzada y el lugar de votación tendrá por lo menos una máquina de votación accesible para los votantes con discapacidades. Los materiales electorales como se indica en la Sección 272.005 del Código Electoral de Texas, deberá estar impreso en Inglés y español para su uso en el lugar de votación y para la Votación Avanzada el día de las elecciones para dicha elección.

Sección 6.

El aviso de ésta elección deberá ser publicada en el periódico oficial de la Ciudad no antes del día 30 o más tarde del día 10 antes del día electoral, y deberán ser colocadas en el lugar utilizado para publicar las notificaciones de las reuniones del Ayuntamiento, a más tardar el día 21 antes del día electoral, de acuerdo con lo dispuesto en el Código Electoral de Texas.

Sección 7.

Dicha elección deberá llevarse a cabo de acuerdo con el Código Electoral de Texas y la Ley Federal de Derechos de Votación de 1965, según está enmendada. El Alcalde y/o la Secretaria de la Ciudad y el Abogado de la Ciudad son autorizados y tienen derecho de tomar las medidas necesarias para dar cumplimiento a las disposiciones del Código Electoral de Texas, la Ley Federal de Derechos Electorales y los términos y disposiciones del Convenio de Elecciones del 2016, la Elección Conjunta y Servicios del Contrato.

Sección 8.

Si cualquier sección, subsección, sentencia, cláusula o frase de esta ordenanza debe ser por alguna razón considerada inconstitucional o inválida por un tribunal de jurisdicción competente, dicha invalidez no afectará las porciones restantes de esta ordenanza, y para tal fin las varias partes y provisiones de esta ordenanza son declaradas divisibles, y el Consejo Municipal de la Ciudad de Liberty, Texas, declara que habría pasado todas y cada una de las mismas a pesar de la omisión de alguna de estos componentes así declarada como inválida o inconstitucional, o sea que haya una o más partes.

Sección 9.

El requisito que se estipula en la Sección 3.10 de la Carta Constitucional de la Ciudad de Liberty, Texas que todas las ordenanzas deben ser leídas en dos días separados quedan suprimidas.

Sección 10.

Ésta Ordenanza entrará en pleno vigor y efecto desde y después de la fecha de su aprobación.

PASADO Y ADOPTADO en una reunión ordinaria del Consejo Municipal de la Ciudad de Liberty, el día 9 de febrero del 2016.

Carl Pickett, Mayor

DOY FE:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 3447)

DOC ID: 3447

Overhead
7B2

7.3 During any period of work stoppage by the Contractor's labor force, The City may have the Work performed as provided for elsewhere within this Contract. Any Work stoppage for a period of more than three (3) working days shall give The City the right to immediately terminate the Contract.

7.4 Subject to the approval by both parties, the contract may include multiple extensions beyond the initial term. At the expiration of the initial term of the contract, labor and/or equipment rates for hourly work may be adjusted via negotiation by an amount not to exceed the percentage increase in the Consumer Price Index for Urban Consumers (CPIU) for this area (southwest region, nonmetropolitan, less than 50,000 population) for the latest twelve (12) month period for which the information has been compiled.

Section 8.0 Charges for Labor and Equipment Furnished by the Contractor

8.1 Contractor shall furnish labor and equipment satisfying the minimum requirements for the hourly unit pricing identified in Section 8.3. Submittal of a complete rate sheet for each labor classification and equipment type is encouraged.

8.2 Contractor shall furnish rates for the following minimum hourly labor and equipment in connection with this Work, with worker qualifications in parenthesis and defined as:

Personnel:

- 1- Working Foreman / Crew Leader
- 1- Journeyman Lineman
- 1- Apprentice Lineman

Personnel shall be equipped with such resources as Contractor deems appropriate to safely and efficiently perform Work in connection with this Contract, which shall include as a minimum, the following:

- Aerial Lift Unit -55 ft. min. working height
- Digger derrick
- Backyard Unit

NOTE: Each crew shall be fully equipped with all necessary safety equipment including, but not limited to, required personal protective equipment (PPE) and other items essential for the proper prosecution of all Work as outlined in these Specifications.

8.3 The schedule of charges by the Contractor shall be as set forth below. All hourly rates shall include all charges for labor, equipment, overhead, supervision and profit.

Unit Charge per Hour Worked

	Billing Rates	
	Regular	Overtime
Labor - Working Foreman/Crew Leader	\$ <u>58⁰⁰</u>	\$ <u>87⁰⁰</u>
Labor - Journeyman Lineman	\$ <u>55⁰⁰</u>	\$ <u>82⁵⁰</u>
Labor - Apprentice Lineman	\$ <u>45⁰⁰</u>	\$ <u>67⁵⁰</u>
Aerial Lift	\$ <u>40⁰⁰</u>	\$ <u>40⁰⁰</u>
Digger derrick	\$ <u>40⁰⁰</u>	\$ <u>40⁰⁰</u>
Backyard Unit	\$ <u>38⁰⁰</u>	\$ <u>38⁰⁰</u>
Total Charge per Hour	\$ <u>276⁰⁰</u>	\$ <u>355⁰⁰</u>

8.4 All after hours emergency Work as well as overtime Work shall be invoiced on an hourly basis. No such Work shall be performed without prior authorization from The City's Electrical Director or other duly authorized representative of The City.

8.5 Payment for invoices submitted by the Contractor will not be made by The City when the minimum specifications requirements as set forth are not fulfilled. Upon Contractor's correction of such deficit, the invoice will be paid in full.

8.6 Contractor shall make its crews available on all of The City's regular workdays. The City will not compensate Contractor for Work performed on days observed as holidays by The City, except in the event of emergency Work authorized by The City as described herein.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 3448)

DOC ID: 3448

7.3 During any period of work stoppage by the Contractor's labor force, The City may have the Work performed as provided for elsewhere within this Contract. Any Work stoppage for a period of more than three (3) working days shall give The City the right to immediately terminate the Contract.

7.4 Subject to the approval by both parties, the contract may include multiple **extensions** beyond the initial term. At the expiration of the initial term of the contract, labor and/or equipment rates for **hourly work** may be adjusted via negotiation by an amount not to exceed the percentage increase in the Consumer Price Index for Urban Consumers (CPIU) for this area (southwest region, nonmetropolitan, less than 50,000 population) for the latest twelve (12) month period for which the information has been compiled.

Section 8.0 Charges for Labor and Equipment Furnished by the Contractor

8.1 Contractor shall furnish labor and equipment satisfying the minimum requirements for the hourly unit pricing identified in Section 8.3. Submittal of a complete rate sheet for each labor classification and equipment type is encouraged.

8.2 Contractor shall furnish rates for the following minimum hourly labor and equipment in connection with this Work, with worker qualifications in parenthesis and defined as:

Personnel:

- 1- Working Foreman / Crew Leader
- 1- Journeyman Lineman
- 1- Apprentice Lineman

Personnel shall be equipped with such resources as Contractor deems appropriate to safely and efficiently perform Work in connection with this Contract, which shall include as a minimum, the following:

- Aerial Lift Unit -55 ft. min, working height
- Digger derrick
- Backyard Unit
- Trencher
- Back Hoe

NOTE: Each crew shall be fully equipped with all necessary safety equipment including, but not limited to, required personal protective equipment (PPE) and other items essential for the proper prosecution of all Work as outlined in these Specifications.

UNIT CHARGE PER HOUR WORKED

	<u>Regular</u>	<u>Overtime</u>
Labor- Working Foreman/Crew Leader	\$65.00	\$97.50
Labor- Operator	\$55.75	\$83.62
Labor-Drill Locator	\$47.50	\$71.25
Labor-Helper	\$45.00	\$67.50
Service Truck	\$37.50	\$56.25
Directional Drill	\$175.00	\$262.00
Excavator	\$60.00	\$90.00
Vac	\$97.00	\$145.50
Water Truck	\$42.00	\$63.00
30 Ton Crane	\$65.00	\$97.50
Backfill Machine	\$35.00	\$52.50
Wire Reel Machine	\$30.00	\$45.00
<u>TOTAL CHARGE PER HOUR</u>	\$754.75	\$1132.12



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 3449)

DOC ID: 3449



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 02/09/16 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3450)

DOC ID: 3450