



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, October 10, 2017

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 Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	
Councilperson Paul Glazener	☐	☐	☐	

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 # 3942)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 3943)

Sam Rayburn Municipal Power Agency Report - Mayor Pickett

C. Information Item (ID # 3944)

Recycling Report - Councilperson Huddleston

D. Information Item (ID # 3945)

City Manager Evaluation - Mayor Pickett

VI. CONSENT AGENDA

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

A. Minutes Approval

1. Tuesday, September 12, 2017

B. Council Action (ID # 3946)

Consider acceptance of the 2018 Routine Airport Maintenance Program (RAMP) Grant Agreement.

- RAMP Grant Info (PDF)

VII. REGULAR AGENDA**A. Regular Session****1. Council Action (ID # 3948)**

Mayor Blume, City of Hardin, will be present to discuss with Council wastewater overflow and related issues, and take any action deemed necessary. - G. Broz

- Hardin Request (PDF)
- City of Hardin Information (PDF)

2. Resolution (ID # 3949)

Consider a Resolution approving renovations proposed by the Liberty County Central Appraisal District to its facilities. - B. Davis/Jeff Lambright

- CAD Renovation Information (PDF)
- CAD Drawings (PDF)

3. Council Action (ID # 3950)

Consider appointments to the Liberty Municipal Library Board. - G. Broz

4. Council Action (ID # 3951)

Consider appointments to the Houston-Galveston Area Council's 2018 General Assembly. - G. Broz/D. Tidwell

- HGAC Letter (PDF)
- H-GAC Gen Assembly Appt 2018 (DOCX)

5. Council Action (ID # 3952)

Consider award of bid for the 2016 Texas Community Development Block Grant (TxCDBG) Sanitary Sewer Project on Layl Drive. - G. Broz/T. Warner

- Agenda Form-TxCDBG - Layl Drive (DOCX)

- TxCDBG Letter (PDF)
- TxCDBG Bid Tab (PDF)

6. Council Action (ID # 3953)

Consider approval of a Fire Protection Services Agreement between Liberty County and the Liberty Fire Department. - G. Broz/B. Hurst

- Fire Protection Svs Agreement (PDF)

7. Council Action (ID # 3954)

Consider extending the Bank Depository Agreements, with Prosperity Bank, for the City of Liberty and the Liberty Community Development Corporation for an additional one year. - G. Broz/N. Herrington

- Bank Depository Extension (PDF)

8. Council Action (ID # 3955)

Discussion and update of post Hurricane Harvey issues, and take any action deemed necessary. - G. Broz

9. Council Action (ID # 3956)

Discussion of the 2017 Charter Review Commission Final Report, and take any action deemed necessary. - Councilperson Glazener

B. Executive Session

Government Code §551.074 - Personnel Matters.

To Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Discussion of the Electric Department.

Government Code §551.071 - Consultation with Attorney.

Pending / Contemplated Litigation.

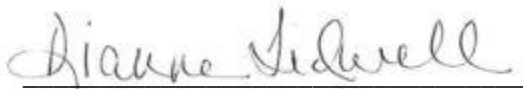
2. Discussion of the Branch Cemetery.

C. Reconvene into Regular Session**1. Council Action (ID # 3957)**

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

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 6th day of October, 2017 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 _____, 2017.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3942)

DOC ID: 3942



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3943)

DOC ID: 3943



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3944)

DOC ID: 3944



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Employee Issues

INFORMATION ITEM (ID # 3945)

DOC ID: 3945



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, September 12, 2017

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

The meeting was called to order on September 12, 2017 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:02 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Louie Potetz	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Paul Glazener	Councilperson	Present	
Gary Broz	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. INVOCATION

The Invocation was given by Pastor Edwin Hardy, St. John Baptist Church, Liberty, Texas.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags were led by Police Chief Claunch and Fire Chief Hurst, respectively.

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.

Minutes Acceptance: Minutes of Sep 12, 2017 6:00 PM (Minutes Approval)

City Manager Gary Broz introduced Mike Collier, the City's new Building Official.

Mayor Pickett reported the Council will be holding a luncheon in appreciation of the employee's dedication and long hours during Hurricane Harvey.

Councilperson Huddleston reported a Shred-It Event will soon be scheduled for the end of October.

V. 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:	Paul Glazener, Councilperson
AYES:	Pickett, Huddleston, Beasley, Potetz, Simonson, Arnold, Glazener

A. Minutes Approval

1. Tuesday, August 08, 2017
2. Tuesday, August 15, 2017
3. Tuesday, August 22, 2017
4. Tuesday, August 29, 2017
5. Wednesday, August 30, 2017

VI. REGULAR AGENDA

A. Regular Session

1. Council Action 2017-90

City Manager's presentation and discussion of Hurricane Harvey recovery, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on Hurricane Harvey (August 25, 2017), related information and infrastructure damage including mention of the following:

- 43+ inches of rain
- Shelters
- Debris Pick-up

- Wastewater Treatment Plant
- Lift Stations
- Streets
- Levee and Pump Stations
- Other storm associated issues.

Lengthy discussion ensued and a motion was made to begin using unrestricted Cambridge Funds, received from the Sam Rayburn Municipal Power Agency, in the amount of \$1.2 for hurricane associated repairs.

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

2. Ordinance 2017-15

Consider adoption of an Ordinance of the City of Liberty, Texas waiving building, plumbing, electrical, and HVAC permit fees for repairs related to the recovery of homes and businesses after Hurricane Harvey; dispensing with the requirement of Section 3.10 of the Home Rule Charter that this ordinance be read on two separate days; and providing for an effective date.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS WAIVING BUILDING, PLUMBING, ELECTRICAL, AND HVAC PERMIT FEES FOR REPAIRS RELATED TO THE RECOVERY OF HOMES AND BUSINESSES AFTER HURRICANE HARVEY, DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS; AND PROVIDING FOR AN EFFECTIVE DATE."

After brief discussion of providing a waiver for all the above-mentioned permit fees for repairs or construction directly related to recovery from Hurricane Harvey, a motion was made to adopt the Ordinance waiving fees through through December 31, 2017.

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

3. Ordinance 2017-16

Consider adoption of an Ordinance of the City of Liberty, Texas allowing for recreational vehicle usage for those citizens affected by Hurricane Harvey; dispensing with the requirement of Section 3.10 of the Home Rule Charter that this ordinance be read on two separate days; and providing for an effective date.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ALLOWING FOR RECREATIONAL VEHICLE USAGE FOR THOSE CITIZENS AFFECTED BY HURRICANE HARVEY; DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS; AND PROVIDING FOR AN EFFECTIVE DATE."

Public Works Director Tom Warner reported that this Ordinance would allow hurricane affected individuals, suffering damages to their homes, to park a recreational vehicle in front of their house and/or reside in a recreational vehicle on their property until March 12, 2018. After March 12, 2018 these special exceptions shall elapse and the City's normal ordinances related to recreational vehicles shall take effect. A motion was made to adopt the Ordinance as presented.

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

4. Ordinance 2017-17

Consider adoption of an Ordinance of the City of Liberty, Texas annexing a 0.68 square miles tract of land, providing for the extension of certain boundary limits of the City to include certain territory identified by Liberty County Appraisal District Records as Property ID #183810 and 136761; approving petitions for Voluntary Annexation by certain owners of property identified by Liberty County Appraisal District Records as Property ID #136760 in the territory to be annexed; providing that annexed territory bears Pro Rata Part of Taxes; adopting a Service Plan for the annexed properties; authorizing the Mayor to execute 380 Agreements for property identified by Liberty County Appraisal District Records as Property ID # 136760 providing a Tax Refund to said property; providing a savings clause; and dispensing with the requirement of Section 3.10 of the Home Rule charter that all ordinances be read on two separate days.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING A 0.68 SQUARE MILES TRACT OF LAND, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE CERTAIN TERRITORY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID #183810 AND 136761; APPROVING PETITIONS FOR VOLUNTARY ANNEXATION BY CERTAIN OWNERS OF PROPERTY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID #136760 IN THE TERRITORY TO BE ANNEXED; PROVIDING THAT ANNEXED TERRITORY BEARS PRO; RATA PART OF TAXES; ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTIES; AUTHORIZING THE MAYOR TO EXECUTE 380 AGREEMENTS FOR PROPERTY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID #136760 PROVIDING A TAX REFUND TO SAID PROPERTY; PROVIDING A SAVINGS CLAUSE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS."

Mr. Art Pertile, Olson & Olson, LLP was present to discuss annexation notices sent to property owners, public hearings held on August 15, 2017 and August 22, 2017, and the properties involved, to include two annexed and one voluntarily annexed. A motion was made to adopt the Ordinance as presented.

ATTACHMENTS:

- EXHIBIT 1- Ordinance to Annex Phase 5 (PDF)
- EXHIBIT 2- Ordinance to Annex Phase 5 (PDF)
- EXHIBIT 3- Ordinance to Annex Phase 5 (PDF)
- EXHIBIT 4- Ordinance to Annex Phase 5 (PDF)

RESULT:	ADOPTED [6 TO 1]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Libby Simonson, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener
NAYS:	Louie Potetz

5. Resolution 2017-10

Consider a Resolution declaring the intention of the City of Liberty, Texas to annex certain territory described as 1.28 square miles beginning at the Southeast Corner of 2017 Annexation Tract 5, said point being in the most Northerly Northeast Line of the United State of America Tract recorded in Volume 740 Page 682, Deed Records, Liberty County, Texas, having coordinates of N:9979615.14, E:4060406.34; setting the dates, times, and places for two public hearings at which all interested parties shall have an opportunity to be heard; providing for publication of notices of such public hearings; and directing preparation of a Municipal Service Plan for the territory proposed to be annexed.

COMMENTS - Current Meeting:

Mr. Art Pertile, Olson & Olson, LLP was present to discuss with Council the City's proposed Phase 6 Annexation. Mr. Pertile reviewed a map of the properties involved to include two Non-Ag Exempt properties and one Ag-Exempt Property. Public Hearings on this proposed annexation are scheduled for October 19, 2017 at Noon and October 24, 2017 at 6:00 p.m., in the City Council Chambers.

A motion was made to approve the Resolution as presented.

ATTACHMENTS:

- Exhibit 1- Resolution of Intent to Annex Phase 6 (DOCX)

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

6. Public Hearing (ID # 3919)

Public Hearing on the condemnation of the structure located at 3806 Oilfield Road.

COMMENTS - Current Meeting:

At 6:55 p.m., Mayor Pickett opened the Public Hearing on the structure located at 3806 Oilfield Road. City Attorney Brandon Davis questioned Code Enforcement Officer Samantha Johnson regarding the condition of the structure, if the structure meets building code requirements and whether or not the property posed a safety and health hazard to the public. This structure also was damaged by fire. The condition of the property was shown in a powerpoint presentation.

At 7:02 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- Agenda Item Dilapidated Structure (DOCX)
- Formal Demand Letter for Dilapidation and hearing notice 7.7.17 (DOCX)
- DSC05528 (JPG)
- IMG_3123 (JPG)
- IMG_3124 (JPG)

7. Council Action 2017-91

Consider an Order of Abatement for the structure located at 3806 Oilfield Road.

COMMENTS - Current Meeting:

A motion was made that the structure located at 3806 Oilfield Road is found to be a public nuisance, and that the property owner be given 30 days to remove the structure, or the City is authorized to secure the demolition.

RESULT:	APPROVED [6 TO 0]
MOVER:	Paul Glazener, Councilperson
SECONDER:	Libby Simonson, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener
ABSTAIN:	Louie Potetz

8. Public Hearing (ID # 3921)

Public Hearing on the condemnation of the structure located at 3810 Oilfield Road.

COMMENTS - Current Meeting:

At 7:05 p.m., Mayor Pickett opened the Public Hearing on the structure located at 3810 Oilfield Road. City Attorney Brandon Davis questioned Code Enforcement Officer Samantha Johnson regarding the condition of the structure, if the structure meets building code requirements and whether or not the property posed a safety and health hazard to the public. The condition of the property was shown in a powerpoint presentation.

At 7:11 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- Agenda Item Dilapidated Structure (DOCX)
- Formal Demand Letter for Dilapidation and hearing notice 7.7.17 (DOCX)
- IMG_3125 (JPG)
- IMG_3126 (JPG)
- IMG_3127 (JPG)

- IMG_3128 (JPG)

9. Council Action 2017-92

Consider an Order of Abatement for the structure located at 3810 Oilfield Road.

COMMENTS - Current Meeting:

A motion was made that the structure located at 3810 Oilfield Road is found to be a public nuisance, and that the property owner be given 30 days to remove the structure, or the City is authorized to secure the demolition.

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

10. Public Hearing (ID # 3923)

Public Hearing on the condemnation of the structure located at 1711 Cypress.

COMMENTS - Current Meeting:

At 7:11 p.m., Mayor Pickett opened the Public Hearing on the structure located at 1711 Cypress. City Attorney Brandon Davis questioned Code Enforcement Officer Samantha Johnson regarding the condition of the structure, if the structure meets building code requirements and whether or not the property posed a safety and health hazard to the public. The condition of the property was shown in a powerpoint presentation. Discussion was held regarding razing or repairing the blue structure. Also discussed was the pink structure also located on the property.

At 7:42 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- Agenda Item Dilapidated Structure (DOCX)
- Formal Demand Letter for Dilapidation and hearing notice 7.7.17 (DOCX)
- IMG_3119 (JPG)
- IMG_3120 (JPG)
- IMG_3121 (JPG)
- IMG_3122 (JPG)
- IMG_3206 (JPG)
- IMG_3208 (JPG)

11. Council Action 2017-93

Consider an Order of Abatement for the structure located at 1711 Cypress.

COMMENTS - Current Meeting:

A motion was made that the property owner be given 90 days to raze or repair the blue structure located at 1711 Cypress and that the pink structure at the same location is found to be a public nuisance, and that the property owner be given 30 days to remove the structure, or the City is authorized to secure the demolition. Councilpersons Simonson,

Glazener, and Beasley voting "AYE", Mayor Pickett and Councilpersons Huddleston, Potetz and Arnold voting "NAY".

A motion was made that the property owner be given 90 days to raze or repair the blue structure located at 1711 Cypress and that the pink structure at the same location is found to be a public nuisance, and that the property owner be given 90 days to remove the structure, or the City is authorized to secure the demolition.

At 7:45 p.m., Mayor Pickett called for a short recess. The meeting was reconvened at 7:50 p.m.

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

12. Public Hearing (ID # 3925)

Public Hearing on the condemnation of the structure located at 1715 Cypress.

COMMENTS - Current Meeting:

At 7:50 p.m., Mayor Pickett opened the Public Hearing on the structure located at 1715 Cypress. City Attorney Brandon Davis questioned Code Enforcement Officer Samantha Johnson regarding the condition of the structure, if the structure meets building code requirements and whether or not the property posed a safety and health hazard to the public. The condition of the property was shown in a powerpoint presentation. Discussion was held regarding the razing or repair of the gray house.

At 7:56 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- Agenda Item Dilapidated Structure (DOCX)
- Formal Demand Letter for Dilapidation and hearing notice 7.7.17 (DOCX)
- IMG_3118 (JPG)
- IMG_3200 (JPG)
- IMG_3201 (JPG)
- IMG_3202 (JPG)
- IMG_3203 (JPG)
- IMG_3204 (JPG)
- IMG_3205 (JPG)
- IMG_3207 (JPG)

13. Council Action 2017-94

Consider an Order of Abatement for the structure located at 1715 Cypress.

COMMENTS - Current Meeting:

A motion was made that the gray structure located at 1715 Cypress is found to be a public nuisance, and that the property owner be given 90 days to raze or repair the structure to

Code requirements, as a habitable structure, or the City is authorized to secure the demolition.

RESULT:	APPROVED [6 TO 1]
AYES:	Pickett, Huddleston, Beasley, Potetz, Arnold, Glazener
NAYS:	Libby Simonson

14. Public Hearing (ID # 3927)

Public Hearing on the condemnation of the structure located at 209B Hwy. 90.

COMMENTS - Current Meeting:

At 8:00 p.m., Mayor Pickett opened the Public Hearing on the structure located at 209B Hwy. 90. City Attorney Brandon Davis questioned Code Enforcement Officer Samantha Johnson regarding the condition of the structure, if the structure meets building code requirements and whether or not the property posed a safety and health hazard to the public. The condition of the property was shown in a powerpoint presentation.

At 8:06 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- Agenda Item Dilapidated Structure (DOCX)
- Formal Demand Letter for Dilapidation and hearing notice 7.7.17 (DOCX)
- DSC05021 (JPG)
- DSC05022 (JPG)
- DSC05023 (JPG)
- IMG_3110 (JPG)
- IMG_3111 (JPG)
- IMG_3112 (JPG)
- IMG_3113 (JPG)
- IMG_3114 (JPG)
- IMG_3115 (JPG)
- IMG_3116 (JPG)

15. Council Action (ID # 3928)

Consider an Order of Abatement for the structure located at 209B Hwy. 90.

COMMENTS - Current Meeting:

A motion was made that the structure located at 209B Hwy. 90 is found to be a public nuisance, and that the property owner be given 30 days to raze or repair the structure to Code requirements, or the City is authorized to secure the demolition.

16. Public Hearing (ID # 3929)

Public Hearing on the condemnation of the structure located at 4201 Sandune Road.

COMMENTS - Current Meeting:

At 8:09 p.m., Mayor Pickett opened the Public Hearing on the structure located at 4201 Sandune Road. City Attorney Brandon Davis questioned Code Enforcement Officer

Samantha Johnson regarding the condition of the structure, if the structure meets building code requirements and whether or not the property posed a safety and health hazard to the public. The condition of the property was shown in a powerpoint presentation.

At 8:12 p.m., Mayor Pickett closed the Public Hearing.

ATTACHMENTS:

- Agenda Item Dilapidated Structure (DOCX)
- Formal Demand Letter for Dilapidation and hearing notice 6.29.17 (DOCX)
- DSC05337 (JPG)
- DSC05338 (JPG)
- IMG_3085 (JPG)
- IMG_3086 (JPG)
- IMG_3087 (JPG)
- IMG_3784 (JPG)
- IMG_3785 (JPG)

17. Council Action 2017-95

Consider an Order of Abatement for the structure located at 4201 Sandune Road.

COMMENTS - Current Meeting:

A motion was made that the structure located at 4201 Sandune Road is found to be a public nuisance, and that the property owner be given 30 days to raze or repair the structure to Code requirements, or the City is authorized to secure the demolition.

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

18. Public Hearing (ID # 3931)

Reconvene the Public Hearing on the Budget for Fiscal Year 2017-2018.

COMMENTS - Current Meeting:

At 8:15 p.m., Mayor reconvened the Public Hearing, from the August 22, 2017 meeting, on the FY 2017-2018 Budget. Brief discussion was held and City Manager Broz stated that no changes have been made to the proposed budget.

At 8:20 p.m., Mayor Pickett closed the Public Hearing.

19. Ordinance 2017-18

Consider an Ordinance adopting the Budget for Fiscal Year 2017-2018.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS
ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017

AND ENDING SEPTEMBER 30, 2018; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING NECESSARY FUNDS FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS, PROJECTS AND ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS."

A motion was made to adopt the Ordinance adopting the Budget for Fiscal Year 2017-2018, a balanced budget in the amount of \$33,445,291.00.

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

20. Council Action 2017-96

Consider ratification of the property tax revenue increase reflected in the Fiscal Year 2017-2018 Budget.

COMMENTS - Current Meeting:

A motion was made to ratify the property tax revenue increase reflected in the Fiscal Year 2017-2018 Budget.

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

21. Ordinance 2017-19

Consider an Ordinance adopting the Ad Valorem Tax Rate for Fiscal Year 2017-2018.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2017-2018, AT A RATE OF \$0.6100 PER ONE HUNDRED DOLLAR (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY; PROVIDING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS."

A motion was made to adopt the Ordinance approving a tax rate of \$0.6100 for Fiscal Year 2017-2018.

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

22. Ordinance 2017-20

Consider adoption of an Ordinance amending the Master Fee Schedule to include water and wastewater rate increases.

COMMENTS - Current Meeting:

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

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS PROVIDING FOR THE AMENDMENT OF THE MASTER FEE SCHEDULE FOR ALL RATES AND FEES CHARGED BY THE CITY OF LIBERTY; PROVIDING FOR AN INCREASE IN THE RATES FOR WATER AND SEWER SERVICES FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS; PROVIDING THAT ALL RATES OR SCHEDULES OF RATES CONFLICTING HERewith ARE AMENDED; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS."

A motion was made to adopt the Ordinance amending the Master Fee Schedule for water and sewer services.

ATTACHMENTS:

- Water & WW Rate Increase (PDF)

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

23. Resolution 2017-11

Consider a Resolution appointing a representative to the Sam Rayburn Municipal Power Agency Board of Directors.

COMMENTS - Current Meeting:

A motion was made to approve a Resolution re-appointing City Manager Gary Broz to the Sam Rayburn Municipal Power Agency Board of Directors.

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

24. Council Action 2017-97

Consider a nomination to the Liberty County Central Appraisal District, Appraisal Review Board.

COMMENTS - Current Meeting:

A motion was made to nominate Mr. Mike Page to the Central Appraisal District, Appraisal Review Board.

ATTACHMENTS:

- ARB Information (PDF)

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

25. Council Action 2017-98

Consider a nomination to the Liberty County Central Appraisal District, Agricultural Advisory Board.

COMMENTS - Current Meeting:

A motion was made to nominate Mr. Neal Stoesser to the Liberty County Appraisal District, Agricultural Advisory Board.

ATTACHMENTS:

- Ag Advisory Brd Info (PDF)

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

26. Council Action 2017-99

Consider a nomination to the Liberty County Central Appraisal District, Board of Directors.

COMMENTS - Current Meeting:

A motion was made to nominate Mr. John Hebert, Jr. to the Liberty County Central Appraisal District, Board of Directors.

ATTACHMENTS:

- CAD Board of Directors Info (PDF)

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

VII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:35 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Sep 12, 2017 6:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Grants

COUNCIL ACTION (ID # 3946)

DOC ID: 3946

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M1820LBRT

Part I - Identification of the Project

TO: The City of Liberty, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Liberty, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LIBERTY - LIBERTY MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2018, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

- f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances**Sponsor**

The City of Liberty, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Liberty, Texas

Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

City Manager

Certificate of Attorney

I, _____, acting as attorney for the City of Liberty, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

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 and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment: RAMP Grant Info (3946 : RAMP Grant)

Attachment A

Scope of Services
TxDOT Project ID: M1820LBRT

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$60,000.00	\$30,000.00	\$30,000.00
TOTAL	\$60,000.00	\$30,000.00	\$30,000.00

Accepted By: The City of Liberty, Texas

Signature

Title: City manager

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1820LBRT

The City of Liberty does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Liberty, Texas

(Sponsor)

By: _____

Title: City Manager

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Liberty, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Liberty, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Liberty, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

City Manager
Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1820LBRT

The City of Liberty, Texas, designates, Gary Brown, City Manager
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Liberty, Texas

(Sponsor)

By: _____

Title: City Manager

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: 1829 Sam Houston
LIBERTY, TX 77525Overnight Mailing Address: 1829 Sam Houston
Liberty, TX 77575Telephone Number: 936-336-3684Fax Number: 936-336-9846Email Address: agilliland@cityofliberty.org



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Wastewater Issues

COUNCIL ACTION (ID # 3948)

DOC ID: 3948



REQUEST FOR PLACEMENT OF AN ISSUE ON A CITY COUNCIL AGENDA

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

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

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

Date of Submission of Request 9-26-2017

Date of Council Meeting 10-10-2017

Name City of Hardin

Street Address 142 CR 2010

City Liberty State Texas Zip Code 77555

Telephone No. 936-298-2117 Fax No. 936-298-3732

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

The Mayor & City Council of Hardin, Texas
would like to be added to agenda to discuss the
power issues between the City of Hardin &
the City of Liberty!

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

For City Use Only

Date this form given to the City Manager 9/26/17

Date requestor was notified 9/26/17

Comments _____

Gary Broz

From: Stephanie Blume <hardincitymayor@teleshare.net>
Sent: Monday, September 25, 2017 5:42 PM
To: 'Gary Broz'; Carl Pickett
Subject: Update

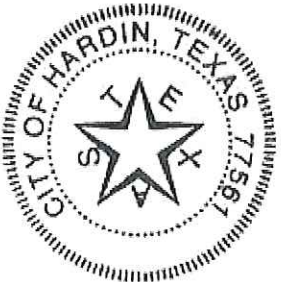
Follow Up Flag: Follow up
Flag Status: Flagged

Good evening,

I hope this email finds you all well after all of the devastating storms we have had. I know this hurricane has effected so many, I hope you and yours are well. I wanted to give you an update on our system and as you know there was a tremendous amount of overflow due to the hurricane. We have had to fix several problems that we have identified since the hurricane and I am hoping this will help elevate some of the overflow. We found a 4 inch broken line on Hwy 146N that apparently had been taking on a lot of water for about 3 years now and the home owner just told us about it, but we have fixed that problem and hope to see a help from this. Also we have repaired and replaced 2 pumps on a grinder station that was taking on water as well we believe. Our engineers our working now on our next step I have requested flow meters and pricing so I am waiting on this from them. We have submitted all of the information for our grant and we are awaiting a start date. Council also approved for us to start the process of IU from the TWDB to see if we qualify for this as well. I will let you know when we have another update.

Thank you,

Mayor Blume



Mayor Stephanie Blume

City of Hardin

PO Box 324

Hardin, TX. 77561

Ph: 936-298-2117

Fx: 936-298-3732

hardincitymayor@teleshare.net

CONFIDENTIALITY NOTICE

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INVOICE

City of Liberty

First City on the Trinity

1829 Sam Houston, Liberty, TX 77575

Phone 936.336.3684 Fax 936.336.9846

INVOICE # CH1709

DATE: SEPTEMBER 19, 2017

TO City of Hardin
P.O Box 324
Hardin, TX 77561

ITEM #	DESCRIPTION	UNIT PRICE	UNITS	LINE TOTAL																										
1	August 2017 Sewer Overage Per Section 5.2 of Contract: Maximum 200,000 gallons at \$0.75/1000 gallons (separate billing). <table><thead><tr><th><u>Date</u></th><th><u>Overage</u></th></tr></thead><tbody><tr><td>August 3</td><td>125,000</td></tr><tr><td>August 4</td><td>12,000</td></tr><tr><td>August 7</td><td>142,000</td></tr><tr><td>August 8</td><td>295,000</td></tr><tr><td>August 9</td><td>471,000</td></tr><tr><td>August 10</td><td>449,000</td></tr><tr><td>August 11</td><td>358,000</td></tr><tr><td>August 12</td><td>4,000</td></tr><tr><td>August 28</td><td>318,000</td></tr><tr><td>August 29</td><td>144,000</td></tr><tr><td>August 30</td><td>689,000</td></tr><tr><td>August 31</td><td>941,000</td></tr></tbody></table> Total Daily Overages 3,948,000 The overage after 200,000 gallons is charged at three (3) times the current rate of \$2.80/1000 gallons. Per Section 5.2 of Contract: Maximum 6,000,000 gallons at \$0.75/1000 gallons (separate billing). Total Metered - 6,283,000 gallons The overage of 6,000,000 gallons is charged at three (3) the current rate of \$2.80/1000 gallons	<u>Date</u>	<u>Overage</u>	August 3	125,000	August 4	12,000	August 7	142,000	August 8	295,000	August 9	471,000	August 10	449,000	August 11	358,000	August 12	4,000	August 28	318,000	August 29	144,000	August 30	689,000	August 31	941,000	\$8.40/1000gal	3,948,000	\$33,163.20
<u>Date</u>	<u>Overage</u>																													
August 3	125,000																													
August 4	12,000																													
August 7	142,000																													
August 8	295,000																													
August 9	471,000																													
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August 28	318,000																													
August 29	144,000																													
August 30	689,000																													
August 31	941,000																													
		\$8.40/1000gal	283,000	\$2,377.20																										
SUBTOTAL				\$35,540.40																										
SALES TAX				0.00																										
TOTAL				\$35,540.20																										

Make all checks payable to City of Liberty
THANK YOU FOR YOUR BUSINESS!

CITY OF HARDIN METER READINGS

August 2017

Month 2017	Day	Previous Reading (1,000 gal)	Current Reading (1,000 gal)	Usage (gal)	24 Hour Rainfall Total (in)
August	1	70464	70494	30,000	
	2	70494	70524	30,000	
	3	70524	70849	325,000	
	4	70849	71061	212,000	
	5	71061	71127	66,000	
	6	71127	71174	47,000	
	7	71174	71516	342,000	
	8	71516	72011	495,000	
	9	72011	72682	671,000	
	10	72682	73331	649,000	
	11	73331	73889	558,000	
	12	73889	74093	204,000	
	13	74093	74178	85,000	
	14	74178	74241	63,000	
	15	74241	74291	50,000	
	16	74291	74353	62,000	
	17	74353	74403	50,000	
	18	74403	74453	50,000	
	19	74453	74506	53,000	
	20	74506	74549	43,000	
	21	74549	74600	51,000	
	22	74600	74654	54,000	
	23	74654	74699	45,000	
	24	74699	74754	55,000	
	25	74754	74800	46,000	
	26	74800	74886	86,000	
	27	74886	74987	101,000	
	28	74987	75505	518,000	
	29	75505	75849	344,000	
	30	75849	76747	898,000	
	31	76747	77888	1,141,000	
Total				6,283,000	0.00



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Miscellaneous Issues

7.A.2

RESOLUTION (ID # 3949)

DOC ID: 3949 A

STATE OF TEXAS §
 §
 §
COUNTY OF LIBERTY §

APPROVAL OF LIBERTY COUNTY APPRAISAL DISTRICT RESOLUTION #211

WHEREAS, the City of Liberty is a voting taxing unit in the Liberty County Appraisal District.

WHEREAS, § 6.051, TEX TAX CODE authorizes the Board of Directors of an appraisal district to purchase real property and improvements as necessary to establish and operate the appraisal office.

WHEREAS, the Board of Directors of the Liberty County Appraisal District have delivered a copy of Resolution #211 setting forth desire to remodel property situated at 2030 Sam Houston Street, Liberty, Liberty County, Texas 77575.

WHEREAS, the Board of Directors of the Liberty County Appraisal District have also delivered information showing the costs of available alternatives to remodel the property situated at 2030 Sam Houston Street, Liberty, Liberty County, Texas 77575.

WHEREAS, § 6.051, TEX TAX CODE requires that an appraisal district's remodel of such real property and improvements must be approved by three-fourths (3/4) of the taxing units entitled to vote on the appointment of board members.

WHEREAS, the referenced provisions of the Texas Property Tax Code authorize the following action:

NOW THEREFORE, BE IT RESOLVED by the City of Liberty, Liberty County, Texas:

RESOLVED, that the Liberty County Appraisal District's proposal to remodel real property and improvements located at 2030 Sam Houston Street, Liberty, Liberty County, Texas 77575 is hereby **APPROVED**.

PASSED, APPROVED, AND ADOPTED this 10th day of October, 2017.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Liberty County Central Appraisal District

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

www.libertycad.com

MEMBERS OF THE BOARD

Larry Wadzeck -- Chair.
 Bob Edwards -- Vice Chair.
 John Hebert Jr. -- Sec.
 Billy Yarbrough
 Bobby Ray Coats
 Richard L. Brown -- Ex-Officio
 October 3, 2017



CHIEF ADMINISTRATOR

Lana McCarty

MAIN OFFICE -- LIBERTY

Phone (936) 336-5722

CLEVELAND BRANCH OFFICE

Phone (281) 593-1605

DAYTON BRANCH OFFICE

Phone (936) 257-8395

To: Governing Body of All Taxing Units
 From: Lana McCarty
 Re: Proposed Remodel of the CAD Liberty office

The Board of Directors of the Liberty County Central Appraisal District have growing concerns regarding our current facility located at 2030 Sam Houston, Liberty, TX. The first of these concerns is security. While the Appraisal District prides itself on having an open and taxpayer friendly atmosphere, recent incidents have lead the District to reexamine the security measures in place to protect our employees and taxpayers. We believe a remodel will help secure the main lobby area. These proposed changes will help deter unauthorized individuals from entering restricted areas without a District employee. This is a fundamental need for both the safety of our employees and the security of any confidential information the District maintains.

The second reason for the proposed remodel is to better utilize valuable space within the office. The District is proposing reorganization of current workspaces to help the office operate on a more efficient level. Relocating the smaller board room will assist in Appraisal Review Board hearings being more easily accessible for the public. The changes will also provide a more centralized area for paper files and additional workspaces for growth.

The funds for remodel have already been included in the approved 2018 Budget. As we have already allocated the funds in our upcoming budget the remodel will **not** increase the taxing entities contributions for 2018. These are much needed changes to benefit the District and the taxpayers we serve. Your support in this matter is greatly needed and appreciated.

The Appraisal District Board of Directors passed a Resolution at their September 28, 2017, meeting approving the proposed remodel of 2030 Sam Houston, Liberty, TX. According to state law this proposal to remodel must be approved by three quarters (3/4) of the voting taxing units. The governing bodies must consider the proposal within 30 days of the date the Appraisal District's Resolution is delivered.

We respectfully request this proposal be placed on the agenda for your entity's October 2017 meeting. A representative from the District will be in attendance to address and answer any concerns and questions you may have.

Please send a copy of your agenda to lmccarty@libertycad.com or fax 936-336-8390.

Attachments:

State Property Tax Code Section 6.051
 Liberty County CAD Resolution #211
 Taxing Entity Resolution
 Remodel Alternative and Proposed Building Remodel Cost
 Proposed Floor Plan and Original Floor Plan

Sec. 6.051. OWNERSHIP OR LEASE OF REAL PROPERTY.

(a) The board of directors of an appraisal district may purchase or lease real property and may construct improvements as necessary to establish and operate the appraisal office or a branch appraisal office.

(b) The acquisition or conveyance of real property or the construction or renovation of a building or other improvement by an appraisal district must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members. The board of directors by resolution may propose a property transaction or other action for which this subsection requires approval of the taxing units. The chief appraiser shall notify the presiding officer of each governing body entitled to vote on the approval of the proposal by delivering a copy of the board's resolution, together with information showing the costs of other available alternatives to the proposal. On or before the 30th day after the date the presiding officer receives notice of the proposal, the governing body of a taxing unit by resolution may approve or disapprove the proposal. If a governing body fails to act on or before that 30th day or fails to file its resolution with the chief appraiser on or before the 10th day after that 30th day, the proposal is treated as if it were disapproved by the governing body.

(c) The board of directors may convey real property owned by the district, and the proceeds shall be credited to each taxing unit that participates in the district in proportion to the unit's allocation of the appraisal district budget in the year in which the transaction occurs. A conveyance must be approved as provided by Subsection (b) of this section, and any proceeds shall be apportioned by an amendment to the annual budget made as provided by Subsection (c) of Section 6.06 of this code.

(d) An acquisition of real property by an appraisal district before January 1, 1988, may be validated before March 1, 1988, in the manner provided by Subsection (b) of this section for the acquisition of real property.

Added by Acts 1987, 70th Leg., ch. 55, Sec. 2, eff. Jan. 1, 1988.

RESOLUTION #211

WHEREAS, § 6.051, TEX.TAX CODE authorizes the Board of Directors of an Appraisal District to purchase real property and improvements as necessary to establish and operate the Appraisal Office.

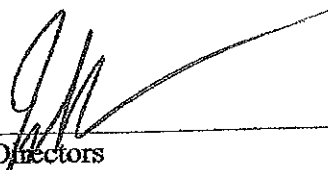
WHEREAS, the Board of Directors of the Liberty County Appraisal District desires to remodel property situated in Liberty County, Texas, known as 2030 Sam Houston Street, Liberty, Liberty County, Texas 77575; and

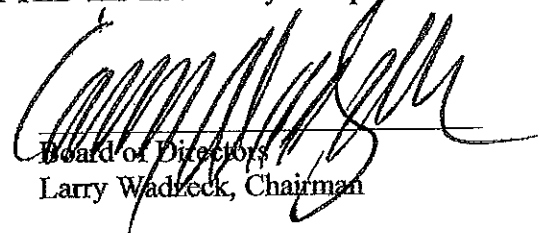
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Liberty County Appraisal District:

- **RESOLVED**, that the Liberty County Appraisal District proposes to remodel such real property and improvements at an estimated cost of \$100,000.
- **RESOLVED**, that the Board of Directors of the Liberty County Appraisal District or the Chief Appraiser, acting upon their authority, shall notify the presiding officer of each taxing unit entitled to vote on the approval of the proposal by delivering a copy of the Board's resolution together with information showing the costs of other available alternatives to the proposal.
- **RESOLVED**, that this Resolution is for the purposes of obtaining the required approval of each taxing unit entitled to vote on the approval of the proposal.
- **RESOLVED**, that the Chairman of the Board of Directors of the Liberty County Appraisal District is hereby authorized to execute any necessary documents, agreements, or contracts to carry out the terms and conditions of this Resolution.

PASSED, APPROVED, AND ADOPTED this the 28th day of September 2017.

ATTEST:


 Board of Directors
 John Hebert Jr. Secretary


 Board of Directors
 Larry Wadreck, Chairman

CAD REMODEL ALTERNATIVE FULL TIME SECURITY

Unarmed security guards	\$	46,150
50 hours a week/ 52 weeks a year coverage		

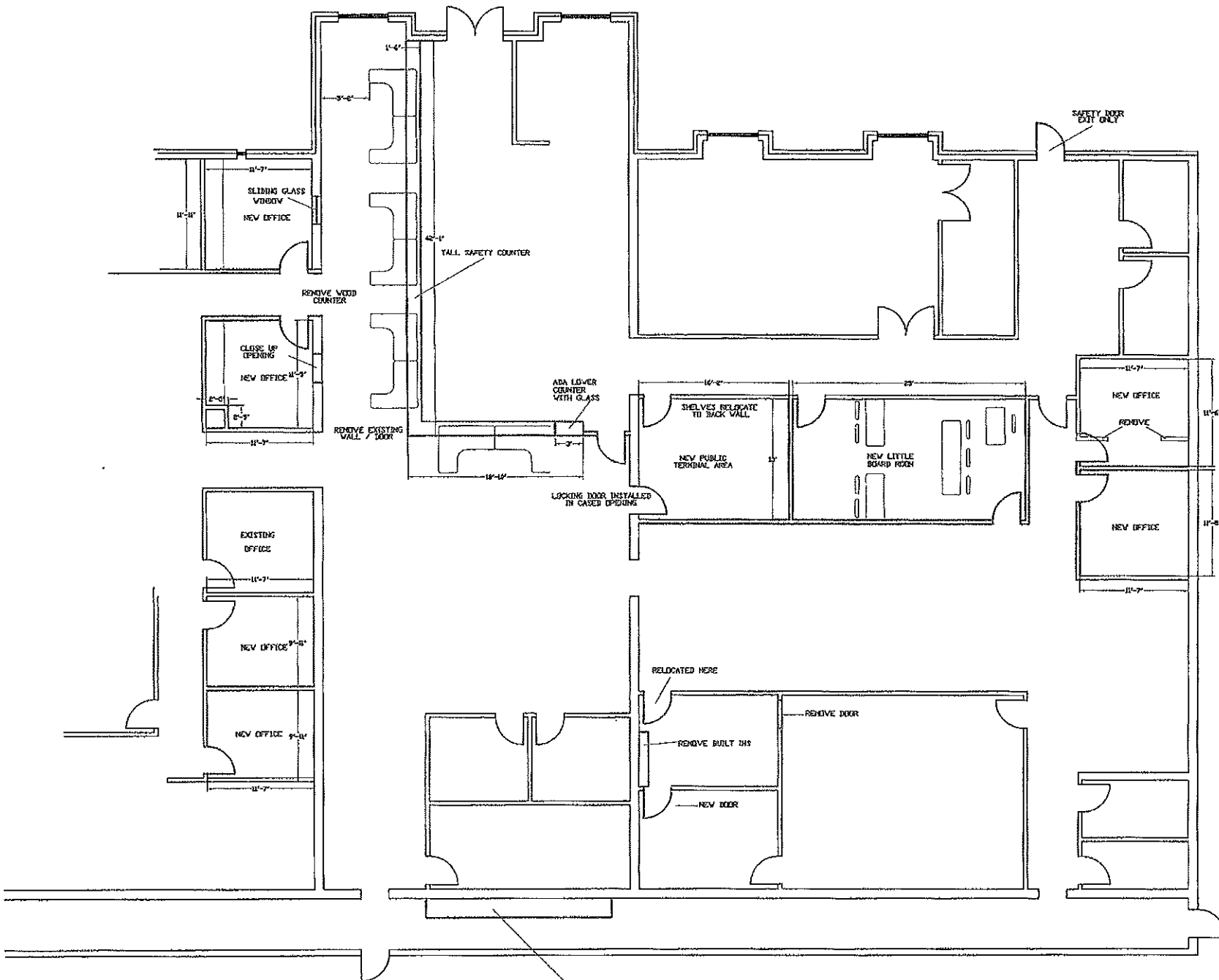
Licensed Peace Officers	\$	78,000
50 hours a week/52 weeks a year coverage		

PROPOSED BUILDING REMODEL

RE-ROOF BLDG. WITH METAL PITCH	\$	50,000
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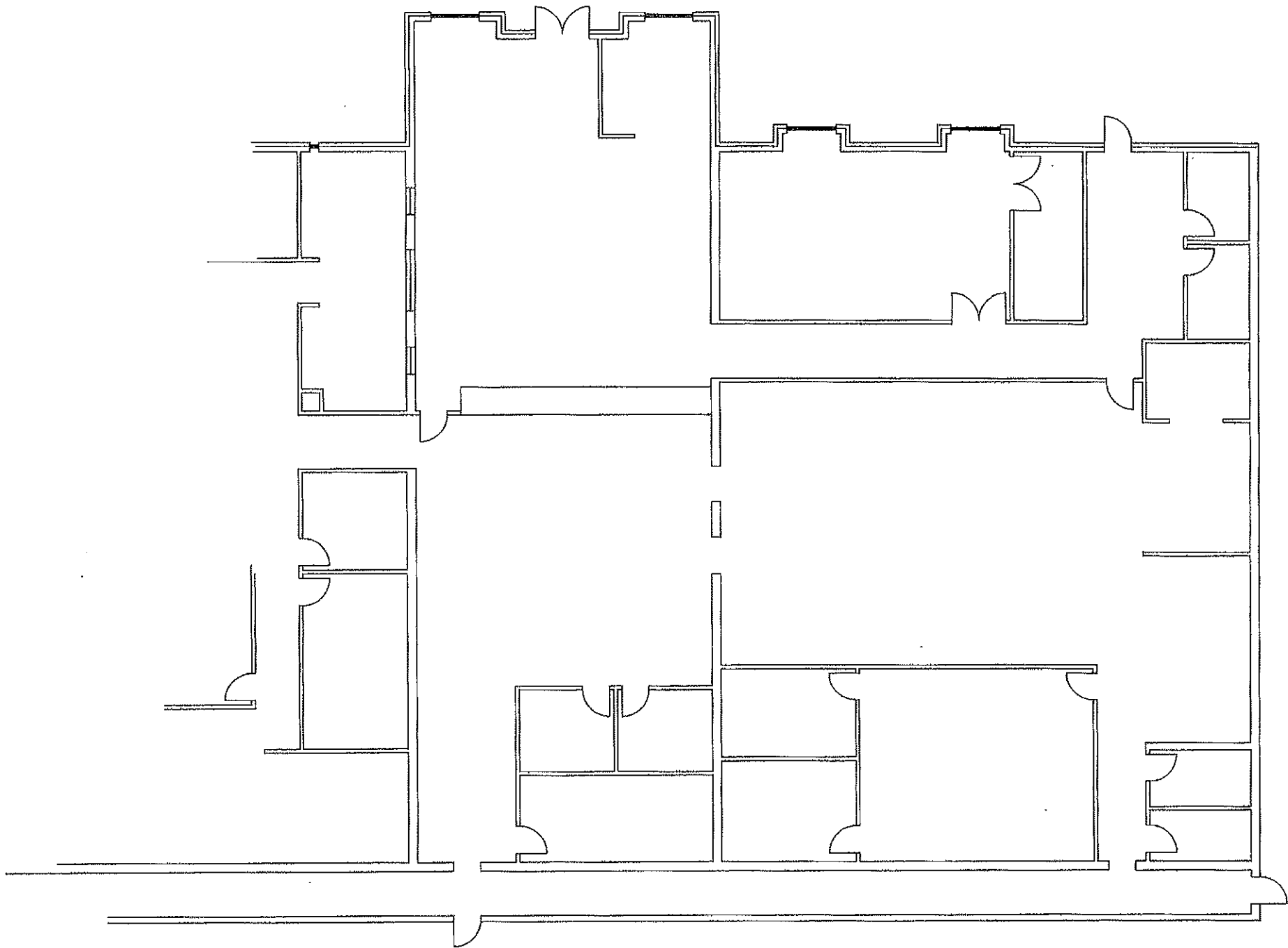
REMODEL OF BUILDING & ADA COMPLIANCE	\$	74,817
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TOTAL COST (12,320 SF)	\$	124,817
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LIBERTY CAD
PROPOSED SAFETY MODIFICATIONS

REINSTALL MAPPING COUNTER HERE FOR PAPER STORAGE
REINSTALL SHELVES HERE FOR OLD TAX ROLL BOOKS (BOOKS STACKED)

DIMENSION LINES ARE ESTIMATES ONLY
THIS DOCUMENT IS FOR BID PURPOSES ONLY



Original



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3950)

DOC ID: 3950

EXPLANATION:

The Liberty Municipal Library Board is a nine-member advisory board comprised of residents of the City of Liberty, appointed for two-year terms. These members may serve three consecutive two-year terms.

Board members whose terms expired on September 30, 2016 are Dr. Cody Abshier, Bruce Wright, Beverly Davis, and Tinya Griffin. Cody, Bruce and Beverly are eligible to serve another term and have all agreed to do so, if reappointed. Tinya Griffin has served three consecutive terms and is not eligible to serve another term.

The Library Director recommends the reappointment of Cody Abshier, Bruce Wright and Beverly Davis. A candidate to fill Tinya Griffin's position will be presented at a later City Council meeting.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 3951)

DOC ID: 3951

EXPLANATION:

Each HGAC member city, under 25,000, is allowed one delegate and one alternate to the General Assembly. The designees must be elected officials of the governing body. A dinner meeting of Home Rule City representatives is scheduled for November 2nd.

The purpose of this meeting is to hear a recap of the H-GAC's activities of the previous year and to determine the HGAC officers for the current year.

In 2016, Mayor Pickett was appointed the City's representative to the General Assembly. No alternate was appointed.



Houston-Galveston Area Council

Office of the Executive Director

September 20, 2017

Hon. Carl Pickett
Mayor
City of Liberty
1829 Sam Houston St
Liberty, TX 77575

Dear Mayor Pickett:

I am writing regarding the appointment of your city's representative to H-GAC's 2018 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2018.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by fax to 713-993-2414 or email cynthia.jones@h-gac.com.

A dinner meeting of Home Rule city representatives is scheduled for the evening of November 2. At that meeting, your 2017 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2018.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 20. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

Jack Steele

JS/cj

Enclosure
cc: City Secretary

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2018 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of Liberty, Texas, that _____
be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of
the Houston-Galveston Area Council for the year 2018.

FURTHER, that the Official Alternate authorized to serve as the voting representative
should the hereinabove named representative become ineligible, or should he/she
resign, is _____.

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the
designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this 10th day of October, 2017.

APPROVED:

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

DesForm GL and HR

Attachment: H-GAC Gen Assembly Appt 2018 (3951 : HGAC General Assembly 2018)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Wastewater Issues

COUNCIL ACTION (ID # 3952)

DOC ID: 3952

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: October 10, 2017
Agenda Item No. VII.A.5
Agenda Wording: City Council award bid for the 2016 TxCDBG Sanitary Sewer Project on Layl Drive.
Department: Public Works/Engineering
Subject: The City received bids for repairs to the sanitary sewer system on Layl Drive between Avenue C and Avenue. Also included in the project are improvements to the sanitary sewer system on Avenues C through Avenue G.
Background: In September 2016, the City entered into an agreement with the Texas Department of Agriculture for Texas Community Development Block Grant (TxCDBG) Funds. These funds are allocated for housing and infrastructure improvements in low to moderate income census tracts. The City has previously used these funds for improvements to the sanitary sewer system on Layl Drive between Avenue H and Avenue J. The total budget for this project is \$451,210, consisting of \$350,000 in contract funds and \$101,210 in local funds. On September 21, 2017, five bids were received to construct the proposed improvements. The low bid was submitted by Lopez Utilities Contractor, LLC, in the amount of \$344,445.00. The bids ranged from the low bid of \$344,445.00 to a high bid of \$895,450.00. The low bidder has previously completed sanitary sewer repairs in the City and currently is contracted to repair the sanitary sewer system in the 4 th , Johns and Neyland Streets area. A copy of the bid recommendation from the City's Engineer and the bid tabulation are attached.
Fiscal Impact: The City has obligated \$101,210 to the total estimated project cost of \$451,210.
Staff Recommendation: Staff recommends that the project be awarded to the low bidder, Lopez Utilities Contractor, LLC, in the amount of \$344,445.00.
Purpose: This project will improve the sanitary sewer system in the Layl Drive area between Avenue C and Avenue G.

Attachment: Agenda Form-TxCDBG - Layl Drive (3952 : TxCDBG Sanitary Sewer Project-Layl)



O'Malley Strand Associates, Inc.
 203 South Jackson Street
 Brenham, Texas 77833
 (P) 979-836-7937
 (F) 979-836-7936

September 26, 2017

Gary Broz, City Manager
 City of Liberty
 1829 Sam Houston
 Liberty, Texas 77575

Re: City of Liberty
 2016 TxCDBG Sanitary Sewer Rehabilitation-Rebid
 TxCDBG Contract No. 7216290
 Strand Project No. 3941.030

Dear Gary:

We have reviewed the bids received on September 21, 2017 for the referenced project (see bid tabulation attached) and have listed the bids below in order from the lowest to the highest base bid:

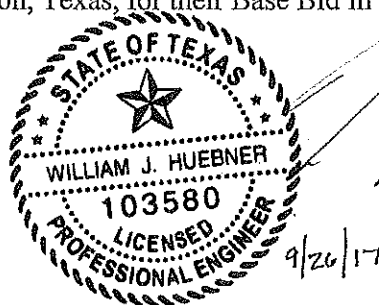
	<u>Base Bid</u>
1. Lopez Utilities Contractor, LLC, South Houston, TX	\$344,445.00
2. T Construction, LLC, Houston, TX	\$436,376.00
3. Texas Pride Utilities, LLC, Houston, TX	\$525,180.00
4. Horseshoe Construction, Inc., La Porte, TX	\$800,655.00
5. IPR South Central, LLC, Pasadena, TX 77506	\$895,450.00

Based upon a review of references, we have determined that the low bidder, Lopez Utilities Contractor, LLC, is qualified and experienced in this type of work. Therefore, based upon review of the above bids, we recommend award to the lowest bidder, Lopez Utilities Contractor, LLC of South Houston, Texas, for their Base Bid in the amount of \$344,445.00.

Sincerely,

William J. Huebner, P.E.
 Project Manager

WJH:mds



cc + enclosure: Joy Rice, Public Management

mds\5\ABRE\3900--3999\3941\030\Wrd\Rebid\Letter\Recommendation of Award.docx

TBPE No. F-8405
 TBPLS No. 10030000

CITY OF LIBERTY; 1829 SAM HOUSTON; LIBERTY, TEXAS 77575
 2016 TxCDBG SANITARY SEWER REHABILITATION
 STRAND PROJECT NO. 3941.030; TxCDBG CONTRACT NO. 7216290
 BIDS OPENED: SEPTEMBER 21, 2017 AT 2:00 P.M.

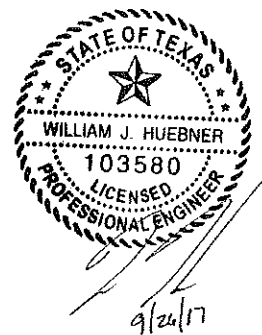
			Lopez Utilities Contractor, LLC 715 Minnesota Street South Houston, TX 77587		T Construction, LLC 12601 McNair Street Houston, TX 77015		Texas Pride Utilities, LLC 725 Carby Road Houston, TX 77037		Horseshoe Construction, Inc. 2309 South Battleground Road La Porte, TX 77571	
Item No.	Description	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID										
1	Furnish all labor and equipment to clean and TV existing sanitary sewer line before and after pipe bursting	9,520 LF	\$ 1.25	\$ 11,900.00	\$ 2.95	\$ 28,084.00	\$ 5.00	\$ 47,600.00	\$ 4.00	\$ 38,080.00
2	Furnish and install 18" SDR-19 HDPE sanitary sewer, by pipe bursting	1,980 LF	\$ 80.00	\$ 158,400.00	\$ 97.00	\$ 192,060.00	\$ 140.00	\$ 277,200.00	\$ 200.00	\$ 396,000.00
3	Furnish and install 8" SDR-19 HDPE sanitary sewer, by pipe bursting	465 LF	\$ 32.00	\$ 14,880.00	\$ 31.00	\$ 14,415.00	\$ 30.00	\$ 13,950.00	\$ 45.00	\$ 20,925.00
4	Furnish and install 6" SDR-19 HDPE sanitary sewer, by pipe bursting	2,315 LF	\$ 31.00	\$ 71,765.00	\$ 28.00	\$ 64,820.00	\$ 30.00	\$ 69,450.00	\$ 40.00	\$ 92,600.00
5	Perform trench safety per Technical Specification 31 50 00, all depths	200 LF	\$ 1.00	\$ 200.00	\$ 16.00	\$ 3,200.00	\$ 1.00	\$ 200.00	\$ 5.00	\$ 1,000.00
6	Furnish and install standard 4 ft. diameter concrete manhole	4 EA	\$ 3,600.00	\$ 14,400.00	\$ 4,000.00	\$ 16,000.00	\$ 4,000.00	\$ 16,000.00	\$ 6,000.00	\$ 24,000.00
7	Furnish materials and construct extra concrete manhole depth	3 VF	\$ 200.00	\$ 600.00	\$ 267.00	\$ 801.00	\$ 400.00	\$ 1,200.00	\$ 450.00	\$ 1,350.00
8	Furnish and install standard mainline cleanout	6 EA	\$ 1,600.00	\$ 9,600.00	\$ 1,200.00	\$ 7,200.00	\$ 800.00	\$ 4,800.00	\$ 2,500.00	\$ 15,000.00
9	Furnish and install 18" x 4" service wye	18 EA	\$ 400.00	\$ 7,200.00	\$ 495.00	\$ 8,910.00	\$ 1,600.00	\$ 28,800.00	\$ 2,500.00	\$ 45,000.00
10	Furnish and install 8" x 4" service wye	6 EA	\$ 400.00	\$ 2,400.00	\$ 286.00	\$ 1,716.00	\$ 400.00	\$ 2,400.00	\$ 1,200.00	\$ 7,200.00
11	Furnish and install 6" x 4" service wye	38 EA	\$ 400.00	\$ 15,200.00	\$ 263.00	\$ 9,994.00	\$ 400.00	\$ 15,200.00	\$ 1,000.00	\$ 38,000.00

			Lopez Utilities Contractor, LLC 715 Minnesota Street South Houston, TX 77587		T Construction, LLC 12601 McNair Street Houston, TX 77015		Texas Pride Utilities, LLC 725 Carby Road Houston, TX 77037		Horseshoe Construction, Inc. 2309 South Battleground Road La Porte, TX 77571	
Item No.	Description	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12	Furnish and install 4" service cleanout at property line	62 EA	\$ 50.00	\$ 3,100.00	\$ 305.00	\$ 18,910.00	\$ 240.00	\$ 14,880.00	\$ 250.00	\$ 15,500.00
13	Furnish and install 4" sch. 40 PVC service line	1,750 LF	\$ 8.00	\$ 14,000.00	\$ 22.00	\$ 38,500.00	\$ 10.00	\$ 17,500.00	\$ 35.00	\$ 61,250.00
14	Furnish all labor and materials and tie in new 18" sanitary sewer line to exiting manhole	9 EA	\$ 250.00	\$ 2,250.00	\$ 356.00	\$ 3,204.00	\$ 400.00	\$ 3,600.00	\$ 1,500.00	\$ 13,500.00
15	Furnish all labor and materials and tie in new 8" sanitary sewer line to existing manhole	5 EA	\$ 200.00	\$ 1,000.00	\$ 328.00	\$ 1,640.00	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00
16	Furnish all labor and materials and tie in new 6" sanitary sewer line to existing manhole	1 EA	\$ 200.00	\$ 200.00	\$ 322.00	\$ 322.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
17	Furnish all labor, equipment and materials for all LINEAR asphalt pavement repair	500 LF	\$ 25.00	\$ 12,500.00	\$ 40.00	\$ 20,000.00	\$ 14.00	\$ 7,000.00	\$ 40.00	\$ 20,000.00
18	Furnish all labor, equipment and materials for all LINEAR concrete pavement repair	10 LF	\$ 85.00	\$ 850.00	\$ 75.00	\$ 750.00	\$ 20.00	\$ 200.00	\$ 75.00	\$ 750.00
19	Furnish all labor, equipment and materials to perform seeding of all areas disturbed by construction in accordance with Technical Specification 32 92 19	1 LS	\$ 2,500.00	\$ 2,500.00	\$ 1,900.00	\$ 1,900.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
20	Furnish materials and perform traffic control in accordance with Texas MUTCD	1 LS	\$ 1,500.00	\$ 1,500.00	\$ 3,950.00	\$ 3,950.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
TOTAL BASE BID				\$ 344,445.00		\$ 436,376.00		\$ 525,180.00		\$ 800,655.00

CITY OF LIBERTY; 1829 SAM HOUSTON; LIBERTY, TEXAS 77575
 2016 TxCDBG SANITARY SEWER REHABILITATION
 STRAND PROJECT NO. 3941.030; TxCDBG CONTRACT NO. 7216290
 BIDS OPENED: SEPTEMBER 21, 2017 AT 2:00 P.M.

			IPR South Central, LLC 131 North Richey Pasadena, TX 77506	
Item No.	Description	Estimated Quantity	Unit Price	Total Price
BASE BID				
1	Furnish all labor and equipment to clean and TV existing sanitary sewer line before and after pipe bursting	9,520 LF	\$ 2.50	\$ 23,800.00
2	Furnish and install 18" SDR-19 HDPE sanitary sewer, by pipe bursting	1,980 LF	\$ 165.00	\$ 326,700.00
3	Furnish and install 8" SDR-19 HDPE sanitary sewer, by pipe bursting	465 LF	\$ 90.00	\$ 41,850.00
4	Furnish and install 6" SDR-19 HDPE sanitary sewer, by pipe bursting	2,315 LF	\$ 70.00	\$ 162,050.00
5	Perform trench safety per Technical Specification 31.50.00, all depths	200 LF	\$ 10.00	\$ 2,000.00
6	Furnish and install standard 4 ft. diameter concrete manhole	4 EA	\$ 10,500.00	\$ 42,000.00
7	Furnish materials and construct extra concrete manhole depth	3 VF	\$ 600.00	\$ 1,800.00
8	Furnish and install standard mainline cleanout	6 EA	\$ 1,200.00	\$ 7,200.00
9	Furnish and install 18" x 4" service wye	18 EA	\$ 3,950.00	\$ 71,100.00
10	Furnish and install 8" x 4" service wye	6 EA	\$ 2,650.00	\$ 15,900.00
11	Furnish and install 6" x 4" service wye	38 EA	\$ 2,600.00	\$ 98,800.00

			IPR South Central, LLC 131 North Richey Pasadena, TX 77506	
Item No.	Description	Estimated Quantity	Unit Price	Total Price
12	Furnish and install 4" service cleanout at property line	62 EA	\$ 250.00	\$ 15,500.00
13	Furnish and install 4" sch. 40 PVC service line	1,750 LF	\$ 25.00	\$ 43,750.00
14	Furnish all labor and materials and tie in new 18" sanitary sewer line to exiting manhole	9 EA	\$ 750.00	\$ 6,750.00
15	Furnish all labor and materials and tie in new 8" sanitary sewer line to existing manhole	5 EA	\$ 550.00	\$ 2,750.00
16	Furnish all labor and materials and tie in new 6" sanitary sewer line to existing manhole	1 EA	\$ 550.00	\$ 550.00
17	Furnish all labor, equipment and materials for all LINEAR asphalt pavement repair	500 LF	\$ 60.00	\$ 30,000.00
18	Furnish all labor, equipment and materials for all LINEAR concrete pavement repair	10 LF	\$ 70.00	\$ 700.00
19	Furnish all labor, equipment and materials to perform seeding of all areas disturbed by construction in accordance with Technical Specification 32 92 19	1 LS	\$ 1,250.00	\$ 1,250.00
20	Furnish materials and perform traffic control in accordance with Texas MUTCD	1 LS	\$ 1,000.00	\$ 1,000.00
TOTAL BASE BID				\$ 895,450.00



O'Malley Strand Associates, Inc.
TBPE No. F-8405
Brenham, Texas

William J. Huebner, P.E.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3953)

DOC ID: 3953

**AGREEMENT BETWEEN LIBERTY COUNTY AND CITY OF LIBERTY FIRE
DEPARTMENT FOR FIRE PROTECTION SERVICES**

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

1. PARTIES TO THE CONTRACT

This agreement ("Agreement") is made and entered into between **LIBERTY COUNTY** ("County"), acting by and through County Judge Jay Knight, and the **CITY OF LIBERTY FIRE DEPARTMENT** ("Fire Department"), acting by and through its Mayor, located:

1912 Lakeland Dr.
Liberty, Texas 77575

() _____
Number of Active Members: _____

2. AUTHORITY

This contract is executed pursuant to the authority of Texas Local Government Code §352.001(c), for the purpose of providing fire protection to the residents of Liberty County.

3. CONTRACT PERIOD

The term of this Agreement is for a period beginning on October 1, 2017 through September 30, 2018 for a period of one (1) year, unless terminated at an earlier date.

**4. SERVICES AND EQUIPMENT TO BE PROVIDED BY FIRE
DEPARTMENT**

Fire Department shall operate a fire protection and fire fighting operation program for the geographic area of the community, and equipment must meet or exceed the state equipment minimum requirements.

**5. FIRE DEPARTMENT SHALL MAINTAIN NATIONAL INCIDENT
MANAGEMENT SYSTEMS (NIMS) TRAINING**

Fire Department and its members shall participate in and comply with the National Incident Management Systems (NIMS) Training Program for the purpose of improving the preparedness, response and recovery capabilities of Fire Department. This Agreement is conditioned on the completion and compliance of Fire Department and its members with the NIMS Training Program. Certification of completion shall be forwarded to the State Fire Marshal's Office for recording.

- (A) Fire Department and its members shall follow a Training Program presented by the State Fire Fighter and Fire Marshal's Association (SFFMA) and shall provide proof of compliance to the Liberty County Fire Marshal.
- (B) Fire Department shall supply, during the months of January and June, of each contract year, a list of all members of Fire Department, a unit number, a contact number and all fire fighting apparatuses belonging to Fire Department, to the Liberty County Fire Marshal, or his designee, and to the Liberty County Sheriff's Office Dispatch Supervisor for recording.

6. FIRE DEPARTMENT SHALL PROVIDE ANNUAL AND MONTHLY REPORTS TO COUNTY

On or before the 15th day of October, 2017, Fire Department shall file a report with the Liberty County Commissioners' Court that includes the following:

- (A) Fire Department's name;
- (B) Fire Department's mailing address;
- (C) The name, mailing address, telephone number and term of office for Fire Department's Fire Chief and Secretary;
- (D) A map of Fire Department's area for which Fire Department is the primary initial responder;
- (E) The number of Emergency Services Districts, if any, in which Fire Department operates as the primary initial responder, if any;
- (F) The name of any city or town, if any, in which Fire Department's primary facility is located;
- (G) A copy of Fire Department's Monthly Budget;
- (H) The total number of incidents, and types thereof, to which Fire Department responded within the last year, irrespective of whether funds or reimbursement for such response were sought from County; and
- (I) Certificates of completion NIMS training for each member of the Fire Department.

On or before the 15th day of each month, Fire Department shall file a report with the Liberty County Commissioners' Court that includes the following:

- (J) Fire Department's name;
- (K) Fire Department's mailing address, telephone number; and
- (L) The total number of incidents, and types thereof, to which Fire Department responded within the last year, irrespective of whether funds or reimbursement for such response were sought from County.

7. METHOD OF PAYMENT

Subject to approval and certification for payment by the Liberty County Fire Marshal, the Liberty County Commissioners Court agrees to pay Fire Department for fire

protections services at a rate of \$11,000.00 per year. Such mutual aid assistance for fire protection services provided by Fire Department shall be documented by monthly reports in accordance with the set rate schedule and contain strict proof thereof. Any proof must be certified by Fire Department's Chief.

Reimbursement from County to Fire Department shall be made in equal monthly payments.

In addition to reimbursement from County to Fire Department as provided herein above, County may provide to Fire Department rock and road surface materials to be placed by County at Fire Department's facilities for use by emergency service vehicles including base material for driveway facilities and those facilities adjacent to the VFD station. Cost of such materials shall be deducted from the Monthly Reimbursement made to the VFD.

ALL REPORTS MUST BE COMPLETED AND TURNED INTO THE LIBERTY COUNTY FIRE MARSHAL FOR APPROVAL ON OR BEFORE THE 15TH OF EACH MONTH. COMPLIANCE IS MANDATORY FOR PROPER PAYMENT. FAILURE TO COMPLY MAY RESULT IN NON-REIMBURSEMENT.

8. TERMINATION

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

9. INDEMNIFICATION

To the fullest extent permitted by law, Fire Department shall defend, indemnify and hold harmless the County, its consultants, agents and employees from and against suits, claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out or resulting from performance of the work to the extent that such claims, damages, losses and expenses are attributable to bodily or personal injury, sickness, disease or death or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by negligent acts or omissions or acts or omissions of Fire Department, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This

indemnity shall include but not be limited to, any claim or suit brought by an employee of Fire Department or any Fire Department's subcontractors. This indemnity obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

To the fullest extent permissible under Texas law, the County shall indemnify, defend, and hold harmless Fire Department, its officers, agents and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of the County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall apply, but not in such a way as to bypass, override or supersede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of a Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

The parties expressly acknowledge that Fire Department is contracted by the County only for the purposes and to the extent set forth in this Agreement, and the relationship of Fire Department to County shall during the period or periods hereunder, be that of an independent contractor. Fire Department shall not be considered as having employee, subcontractor, agent or joint venture status. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either express or implied.

To effectuate the purpose of this Section of the Agreement, the indemnified party, as the case may be, shall give written notice of any suit or claim within twenty-one (21) days of the date of receipt of same to the indemnifying party. The indemnifying party shall have the right, but not the obligation, to participate in the defense of the claim or suit by engaging its own counsel and conducting any defense of any claim it may be called upon to pay the party to be indemnified. The party to be indemnified shall cooperate fully with the indemnifying party.

10. COMMITMENT OF CURRENT REVENUE

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

11. COMPLIANCE WITH THE LAW

Both parties shall comply with all federal, state and local laws. Further, Fire Department shall comply with all regulations applicable to volunteer fire departments provided for by any and all federal, state and local laws. In the event of a conflict between such laws and regulations and the terms of this Agreement, precedence shall be given to any and all federal, state and local laws and regulations.

12. ENTIRE CONTRACT

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

Signed this _____ day of _____, 2017.

ATTEST:

Jay Knight, Liberty County Judge

ATTEST:

Carl Pickett, Mayor, City of Liberty

ATTEST:

Liberty County Fire Marshal



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3954)

DOC ID: 3954



PROSPERITY BANK®

September 18, 2017

City of Liberty
Gary Broz, City Manager
1829 Sam Houston
Liberty, Texas 77575

RE: City of Liberty Depository 1 Year Extension (October 1, 2017 to September 30, 2018)

Dear Gary,

The depository contract for the City of Liberty with Prosperity Bank will be expiring September 30, 2017. The purpose of this letter is to offer a depository extension in accordance to the original agreement with the City of Liberty. The one year extension will be under the same terms and conditions of the current contract.

The current rates to be extended as follows:

Interest Bearing Checking Accounts: Interest will be paid on the net collected balance in your account at our posted NOW account rate with a floor of .35% and an APY of .35%. This is a variable rate that is subject to change at any time. The rate paid shall under no circumstance be lower than .35%.

Money Market Accounts: Interest will be paid on the net collected balance on our posted Premier Money Market rate with a floor of .35% and an APY of .35%. This is a variable rate that is subject to change at any time. The rate paid shall under no circumstances be lower than .35%.

We appreciate our business relationship with the City of Liberty. Please contact me at any time if you have questions regarding this extension.

Sincerely,

Marsha LaFour
President ~ Liberty Banking Center

Agreed and accepted on behalf of the City of Liberty:

_____ City of Liberty	_____ Title	_____ Date
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Agreed and accepted on behalf of Prosperity Bank:

_____ Marsha LaFour	_____ Title	_____ Date
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PROSPERITY BANK®

September 18, 2017

City of Liberty
Gary Broz, City Manager
1829 Sam Houston
Liberty, Texas 77575

RE: Liberty Community Development Corporation Depository 1 Year Extension (October 1, 2017 to September 30, 2018)

Dear Gary,

The depository contract for the Liberty Community Development Corporation with Prosperity Bank will be expiring September 30, 2017. The purpose of this letter is to offer a depository extension in accordance to the original agreement with the Liberty Community Development Corporation. The one year extension will be under the same terms and conditions of the current contract.

The current rates to be extended as follows:

Interest Bearing Checking Accounts: Interest will be paid on the net collected balance in your account at our posted NOW account rate with a floor of .35% and an APY of .35%. This is a variable rate that is subject to change at any time. The rate paid shall under no circumstance be lower than .35%.

Money Market Accounts: Interest will be paid on the net collected balance on our posted Premier Money Market rate with a floor of .35% and an APY of .35%. This is a variable rate that is subject to change at any time. The rate paid shall under no circumstances be lower than .35%.

We appreciate our business relationship with the Liberty Community Development Corporation. Please contact me at any time if you have questions regarding this extension.

Sincerely,

Marsha LaFour
President ~ Liberty Banking Center

Agreed and accepted on behalf of the Liberty Community Development Corporation:

_____ City of Liberty	_____ Title	_____ Date
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Agreed and accepted on behalf of Prosperity Bank:

_____ Marsha LaFour	_____ Title	_____ Date
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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Misc.

COUNCIL ACTION (ID # 3955)

DOC ID: 3955



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Charter Review Comm

COUNCIL ACTION (ID # 3956)

DOC ID: 3956



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.C.1

Meeting: 10/10/17 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 3957)

DOC ID: 3957