



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, December 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

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 # 3987)

Project Updates - City Mgr. G. Broz

B. Information Item (ID # 3988)

Sam Rayburn Municipal Power Agency - Mayor Pickett

C. Information Item (ID # 3989)

Mayor, Council and Staff Comments

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, November 14, 2017
2. Thursday, November 16, 2017

VII. REGULAR AGENDA**A. Regular Session****1. Ordinance 2017-23**

Consider adoption of AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2018; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

- Entergy Ord Information (PDF)

2. Ordinance 2017-24

Consider adoption of AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 4.09.066(C), REGARDING TRANSPORTER WASTE MANIFEST REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

- Agenda Form- FOG Ord Amendment (DOCX)

3. Resolution 2017-14

Consider a Resolution casting the City's voting entitlement for a position(s) on the Liberty County Central Appraisal District Board of Directors.

- CAD Information (PDF)

4. Council Action (ID # 3993)

Consider approval of an Ambulance Transportation Provider Agreement with Liberty HealthCare.

- Nursing Home Agreement (DOCX)

5. Council Action (ID # 3994)

Consider approval of an Interlocal Agreement with the Lower Colorado River Authority for electrical transformers, control and substation facilities.

- LCRA Agreement (PDF)

6. Council Action (ID # 3995)

Consider award of bid for two (2) new vehicles for the Liberty Police Department.

- PD Vehicle Info (PDF)

7. Council Action (ID # 3996)

Consider approval of Home Rule Charter proposed language and submission of proposed amendments to the voters.

- Charter Amendments (DOCX)

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 8th day of December, 2017 at 2:00 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: 12/12/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3987)

DOC ID: 3987



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3988)

DOC ID: 3988



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3989)

DOC ID: 3989



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, November 14, 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 November 14, 2017 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:01 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

There was no Invocation given.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags were led by Asst. Police Chief Gary Martin and Fire Chief Brian 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.

- Fire Chief Hurst reported on the Department's Annual Turkey Fry and Christmas Angel Tree
- Asst. Police Chief Martin reported on the Department's Christmas Program, Silver Santa.

- City Manager Broz reported there would be a special called meeting on November 16th at Noon in regard to annexation
- Mayor Pickett reported that the Women's Club conducted a litter pickup program in the downtown area, remarked on the recent Employee Appreciation Dinner, and thanked the City Manager and Councilperson Beasley for their attendance at the International Council of Shopping Centers to promote the City of Liberty
- Ms. Julie Garrett, Public Information Officer for the Small Business Administration, reported on the programs available for disaster assistance in regard to Hurricane Harvey.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 3964)

Project Updates - City Mgr. G. Broz

COMMENTS - Current Meeting:

City Manager Gary Broz reported on numerous City projects and the status of each, including the Levee Project, electric upgrades, Water Well and Water Tank Project, Park Trail Project, and other significant activities.

B. Information Item (ID # 3965)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett reported on the Sam Rayburn Municipal Power Agency (SRMPA) activities to include certain contracts between the Vinton Public Power Authority (VPPA) and the SRMPA that are to be analyzed by a consulting firm, in regard to retail load assignments.

C. Information Item (ID # 3966)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported that the recent Shred-It Event was a huge success, well attended by the community, and thanked those that volunteered their assistance.

D. Information Item (ID # 3979)

Financial Report - Finance Dir. N. Herrington

COMMENTS - Current Meeting:

Finance Director Naomi Herrington reported that sales tax and property tax revenues are lower than budgeted amounts, leaving a \$540,000 deficit in the General Fund, fund balance. No transfers have been made from the operating funds, leaving a cash balance of a \$1.4 million. Ms. Herrington further reviewed the remaining funds and their status, stating that the City's annual audit will take place in January, 2018.

Minutes Acceptance: Minutes of Nov 14, 2017 6:00 PM (Minutes Approval)

VI. CONSENT AGENDA

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

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

A. Minutes Approval

1. Tuesday, October 10, 2017
2. Thursday, October 19, 2017
3. Tuesday, October 24, 2017

VII. REGULAR AGENDA

A. Regular Session

1. Ordinance 2017-21

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING A 1.28 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 #183811 AND 19427; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTIES; AUTHORIZING DEVELOPMENT AGREEMENTS FOR CERTAIN PROPERTIES TO REMAIN IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY TO INCLUDE PROPERTY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID# 13069 AND 22986; 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 stated in the agenda item. After brief discussion of the Phase 6 Annexation process and related properties, with Mr. Art Pertile, Olson & Olson, LLP, a motion was made to adopt the Ordinance as presented.

Minutes Acceptance: Minutes of Nov 14, 2017 6:00 PM (Minutes Approval)

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

2. Resolution 2017-13

Consider a Resolution declaring the intention of the City of Liberty, Texas to annex certain territory described as 1.66 square miles beginning at the Southeast Corner of 2017 Annexation Tract 6, said point being in the United States of America Tract recorded in Volume 740 Page 682, Deed Records, Liberty County, Texas having coordinates of N:9976419.62, E:4066479.28; 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, addressed the Council regarding the City's proposed Annexation Phase 7. Mr. Pertile reviewed the annexation process, the properties involved, described as 1.66 square miles, and reviewed the public hearing dates. A motion was made to approve the Resolution as proposed.

ATTACHMENTS:

- Exhibit A-Resolution of Intent (PDF)

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

3. Council Action 2017-115

Consider award of bid for the Sanitary Sewer System Improvement Project, Phase 1.

COMMENTS - Current Meeting:

City Manager Gary Broz and Mike Halde, H.R. Green Engineers, reported on the Sanitary Sewer System Improvements, Phase I. Bids were received for this project on October 12, 2017, with Allco, Inc. being low bidder. Phase I improvements include manhole replacement, improvements to the sewer collection lines, lift stations and alternate bid for the Wastewater Treatment Plant Outfall. The bid tab was reviewed and a motion was made to award the bid to Allco, Beaumont, Texas, in the amount of \$5,359,342.57, for the base bid only. (This project will improve the sanitary sewer system in the Layl Drive area between Avenue C and Avenue G).

ATTACHMENTS:

- Agenda Form - Sanitary Sewer Improvements Phase I (DOCX)

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

4. Council Action 2017-116

Consider award of bid for Power Line Tree Trimming Services.

COMMENTS - Current Meeting:

City Manager Gary Broz reported on the power line tree trimming proposals and related bid tab. After brief discussion, a motion was made to accept the proposal from Davey Tree Surgery Company.

ATTACHMENTS:

- Power Line Tree Trimming Tab (PDF)

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

5. Council Action 2017-117

Discussion of the 2018 Liberty Jubilee and take any action deemed necessary.

COMMENTS - Current Meeting:

Discussion was held regarding the location and proposed activities of the 2018 Liberty Jubilee, to include emphasizing children's activities, possible change of the event date, and reasonably priced entertainment. City Manager Gary Broz stated that management will hold a meeting with City Staff to discuss options for a more economical and successful event.

RESULT: NO ACTION TAKEN

6. Council Action 2017-121

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

COMMENTS - Current Meeting:

Public Works Director/City Engineer Tom Warner reported on the current status of post Hurricane Harvey issues, and meetings with FEMA representatives regarding reimbursement of disaster expenses. Mr. Warner reported the FEMA reimbursement rate is 75/25 (City pays 25%), and with projects worksheets completed within a designated time frame, the City can receive an additional 5% reimbursement.

RESULT: NO ACTION TAKEN

7. Council Action 2017-122

Discuss and consider drainage issues and possible home development on W. Holly Street, and take any action deemed necessary.

COMMENTS - Current Meeting:

City Manager Gary Broz reported that Merrick Homes proposes to construct eight (8) new homes on West Holly Street. New development will require enlarging the existing conveyance system to handle the existing and anticipated run-off. This drainage project will also include repairs to the street, post completion. The developer will pay a pro rata share of the cost based on their contribution to the drainage, as a result of the new construction. A motion was made to hire an engineer to draw the plans and let the project for bid.

ATTACHMENTS:

- Holly Street Drainage Info (PDF)

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

8. Ordinance 2017-22

Consider adoption of an Ordinance creating a variance, allowing repairs to be made to mobile homes built prior to June 15, 1976, for those citizens affected by Hurricane Harvey, providing for an effective date; and dispensing with the requirement of Section 3.10 of the Home Rule Charter that this ordinance be read on two separate days.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on the proposed Ordinance to allow repairs to mobile homes outside of the manufactured home zone, which were damaged by Hurricane Harvey. These homes were constructed prior to June 15, 1976, with the City's Code of Ordinances providing for only a one-time replacement due to fire or natural disaster. The proposed ordinance would allow for repairs due to this natural disaster, if the required permits are issued prior to December 31, 2017.

A motion was made to adopt the Ordinance, as presented.

ATTACHMENTS:

- Agenda Form- Mobile Home Repairs (DOCX)

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

B. Executive Session

Government Code §551.071- Private Consultation with Attorney - Contemplated / Pending Litigation

1. Discussion of the Branch Cemetery.

Government Code §551.074 - Personnel Matters. - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

2. Discussion of the City Manager's Evaluation.
Government Code §551.072 - Deliberation regarding real property.
3. Discussion of the Magnolia Ridge Golf Course.

At 7:21 p.m., Mayor Pickett recessed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:50 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2017-118

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

COMMENTS - Current Meeting:

A motion was made to authorize the signing of the interim agreement with the Ingrams, in regard to the Branch Cemetery.

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

2. Council Action 2017-119

Consider and take action, if any, on the City Manager's Evaluation, as discussed in the Executive Session.

RESULT:	NO ACTION TAKEN
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3. Council Action 2017-120

Consider and take action, if any, on the Magnolia Ridge Golf Course, as discussed in the Executive Session.

RESULT:	NO ACTION TAKEN
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VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:52 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Nov 14, 2017 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Thursday, November 16, 2017

12:00 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 November 16, 2017 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 12:02 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. 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.

City Manager Gary Broz reported that Channel 13 News would be in the City today interviewing Police Chief Tom Claunch on a recent case.

III. REGULAR AGENDA

A. Executive Session

Government Code §551.071 - Contemplated / Pending Litigation.

1. Discussion of the Humphreys Cultural Center.

At 12:05 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

Minutes Acceptance: Minutes of Nov 16, 2017 12:00 PM (Minutes Approval)

B. Reconvene into Regular Session

At 12:55 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2017-114

Consider and take action, if any, on the Humphreys Cultural Center, as discussed in the Executive Session.

RESULT: NO ACTION TAKEN

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 12:56 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Nov 16, 2017 12:00 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Electric Issues

ORDINANCE 2017-23

DOC ID: 3990

AN ORDINANCE OF THE CITY COUNCIL OF LIBERTY, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2018; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AND AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS

WHEREAS, Entergy Texas, Inc.'s ("ETI") implementation of customer choice has ceased due to Senate Bill 1492 and ETI will continue to be regulated under traditional cost-of-service regulation;

WHEREAS, changes to the Public Utility Regulatory Act addressing rates and rate proceedings will have a direct impact on ETI and customer bills during 2018 and into the future;

WHEREAS, ETI is scheduled to litigate requests in various proceedings before the Public Utility Commission of Texas, before municipalities, or before the Federal Energy Regulatory Commission in 2018 related to ETI's expected rate increase request, ETI's continued integration with the Midwest Independent System Operator ("MISO"), ETI's exit from the Entergy System Agreement (effective August 31, 2016), various fuel cost refunds or surcharges and reconciliations, and for any type of rate proceedings or cost adjustments, such as a transmission cost recovery rider, a distribution cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups;

WHEREAS, ETI is expected to file a rate increase proceeding at the City and before the Public Utility Commission in the second quarter of 2018;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2018, and to file other fuel proceedings to refund or surcharge fuel charges;

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs;

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities;

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001;

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025;

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

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

SECTION 1. The City of Liberty shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2018 and seek appropriate regulatory scrutiny in any case on file at the Federal Energy Regulatory Commission affecting the City and its residents.

SECTION 2. The City of Liberty employs the Lawton Law Firm P.C. to represent the City with regard to the ETI rate matters before local and Public Utility Commission of Texas and any court of law and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the Public Utility Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. This Ordinance shall be effective from and after the date of its passage.

SECTION 5. That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty that all ordinances be read on two separate days is hereby dispensed with.

PASSED by _____ vote of the City Council of the City of Liberty, Texas, this 12th day of December 2017.

THE CITY OF _____, TEXAS

By: _____
Carl Pickett, Mayor

Ordinance 2017-23

City Council Meeting

December 12, 2017

Page 3

ATTEST:

Dianne Tidwell, City Secretary

APPROVED AS TO FORM:

Brandon Davis, City Attorney

Mr. Rex Peveto
City Attorney – City of West Orange
118 Border Street
Orange, Texas 77630

Mr. Michael S. Stelly
City of West Orange, Texas
2700 Austin Avenue
West Orange, TX 77630

Re: **Annual Ordinance Authorizing Municipal Participation in
Regulatory Proceedings of Entergy Texas, Inc. in 2018**

Steering Committee of Cities located in Entergy Texas, Inc.'s Service Territory:

With the arrival of 2018, it is once again time to authorize municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. ("ETI" or "Company") before the Public Utility Commission of Texas ("PUCT" or "Commission"), and the Federal Energy Regulatory Commission ("FERC"). **Attached is a proposed Ordinance for your consideration to authorize participation in rate proceedings in 2018. Please forward the completed Rate Ordinance to us by email at dlawton@ecpi.com and molly@mayhallvandervoort.com.**

It is expected that ETI will litigate a number of new rate related issues this year at the PUCT. The Company is expected to file a base rate case during the second quarter of 2018. While we do not yet have an estimate of the expected rate increase request, capital additions for generation, transmission, distribution, and other plant are expected to increase ETI investment levels and return requirements. In addition, recent damages resulting from flooding and hurricane Harvey impacts (about \$75 million) are projected to require additional rate adjustments. Since the last rate case, the Entergy System Agreement terminated effective August 31, 2016. The System Agreement had a substantial impact on the magnitude of a number of utility charges to customers and the termination of the System Agreement will impact consumer rates and require a realignment of a number of charges to reflect its operations as a stand-alone utility. The continued participation of the Cities in these proceedings is necessary to ensure that the operations and charges of ETI to customers are not adversely affected by this change.

To the extent costs are not included in the expected base rate case, we anticipate that ETI will continue to seek other rate revenue increases from the Cities and the Public Utility Commission through incremental cost recovery mechanisms. The Steering Committee of Cities was successful in past years limiting ETI's requested base rate increases to reasonable revenue levels and dismissing or denying ETI's request for purported incremental cost recovery.

We also anticipate that ETI will file various fuel proceedings throughout the year. For several years, the Steering Committee of Cities has been able to negotiate favorable settlements for customers for the fuel proceedings filed by ETI. The settlements returned more money to customers and in a more timely fashion than would have been possible through ETI's filed requests.

For instance, as we discussed earlier in 2017 as a condition of the joint settlement of ETI's recent fuel reconciliation and Transmission Cost Recovery Factor ("TCRF") proceedings, ETI was required to submit an application to refund/surcharge its fuel over-recovery balance of

approximately \$21 million plus an agreed fuel cost disallowance of \$6 million. This refund/surcharge was in effect April — June of 2017.

Currently we are just starting a review of a \$30.5 million fuel cost over-collection, (this is the third fuel refund in 2017) which will likely be finalized during the first quarter of 2018. It is expected that residential consumers will receive a monthly bill credit currently estimated at \$8.76 per 1,000 kwh's of consumption for the January through March 2018 period.

The continued support of each of the Cities in the Steering Committee has been instrumental in the successful regulation of ETI and in maintaining reasonable rates for customers within the Cities. We look forward to each City's continued participation with the Steering Committee in the regulatory process.

If you have any questions or concerns, please call.

Sincerely,

A handwritten signature in black ink that reads "Daniel J. Lawton" followed by a stylized flourish or initial.

Daniel J. Lawton

Attachment: Entergy Ord Information (ORD-2017-23 : Entergy Participation w/Other Cities)

THE LAWTON LAW FIRM, P.C.

12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019 • Fax: 512/329-2604

December 5, 2017

Via e-mail

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Beaumont, Texas 77704

Ms. Kelly McDonald
City Manager – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Ms. Angela Smith
City Secretary – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Mayor Nyla Akin Dalhaus
City of Cut and Shoot
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Cut and Shoot, Texas 77306

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Dayton, Texas 77535

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Sour Lake, Texas 77659

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Vidor, Texas 77662-3726

Mayor Roy McDonald
Mayor – City of West Orange
2700 Western Avenue
West Orange, TX 77630

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Miscellaneous Issues

ORDINANCE 2017-24

DOC ID: 3991 A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 4.09.066(c), REGARDING TRANSPORTER WASTE MANIFEST REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City of Liberty operates a municipal sewer system for the benefit of its citizens; and

WHEREAS, fats, oils, and greases can cause problems such as blockages in a sewer system; and

WHEREAS, businesses occasionally have grease traps that require pumping out; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to have an accurate record detailing the removal of grease from local establishments.

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

Section 1: Article 4.09.066(c) of the Code of Ordinances of the City of Liberty is amended to read as follows:

Article 4.09.066(c): Manifests she parts and records shall be maintained as follows:

- (1) One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
- (2) The remaining two parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
- (3) One part of the manifest shall go to the City's water/wastewater manager or his designee.
- (4) One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.

Section 2: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of

Liberty, this 12th day of December, 2017.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

CITY OF LIBERTY

City Council Agenda Item Form

Council Meeting Date: December 12, 2017
Agenda Item No. VII.A.2
Agenda Wording: City Council consider an ordinance amending Section 4.09.066 Transporter Waste Manifest Requirements, (c) (3), of the <u>Code of Ordinances</u> .
Department: Public works/Inspections
Subject: Distribution of fats, oils and grease waste manifests from non-domestic users of the City's sewer system.
Background: The City of Liberty's Fats, Oils, and Grease Ordinance requires a manifest from persons who generate, collect and transport grease waste to maintain a record of each individual and deposit. Such records shall be in the form of a three part waste manifest. One part of the manifest is given to the generator, one part is given to the transporter and one part shall go to the city disposal site receiving facility. Since the City does not have a disposal site receiving facility, the City's part of the waste manifest shall go to the Water/Wastewater Manager or his designated representative,
Fiscal Impact: NA
Staff Recommendation: Staff recommends amending the Code of Ordinances requiring the third part of the fats, oil and grease waste manifest be given to the Water/Wastewater Manager or his designated representative.
Purpose: The purpose of this ordinance amendment is to clarify who at the City shall receive the third part of the fats, oil and grease waste manifest.

Attachment: Agenda Form- FOG Ord Amendment (ORD-2017-24 : Transporter Waste Manifest)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: CAD Voting Entitlement

RESOLUTION 2017-14

DOC ID: 3992

**A RESOLUTION OF THE CITY OF LIBERTY, TEXAS CASTING ITS' VOTING
ENTITLEMENT FOR THE POSITION OF DIRECTOR ON THE LIBERTY
COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.**

Whereas, the City of Liberty is a voting taxing unit in the Liberty County Central Appraisal District; and

Whereas, it is the intent of this voting Taxing Unit to cast its votes for the position of Director of the Liberty County Central Appraisal District Board;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas casts its votes as follows:

Nominees**Votes**

Richard Ayers

Bobby Coats

John Hebert, Jr.

Hugh McNeil

Mark Sjolander

Larry Wadzeck

Billy Yarbrough

PASSED AND APPROVED this the 12th day of December, 2017.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

**LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
P.O. BOX 10016/2030 SAM HOUSTON, LIBERTY, TEXAS 77575
(936) 336-5722 FAX (936) 336-8390**

DATE: October 17, 2017
TO: City of Liberty
FROM: Liberty County Central Appraisal District
RE: Board of Directors Election- Term 2018-2019

VOTING ENTITLEMENT 167

Attached please find a copy of the official ballot in resolution form with nominees listed in alphabetical order.

You must cast your votes for one candidate or distribute the votes among any number of candidates, but you must cast your votes for persons nominated on the ballot. There is no provision for write-in votes.

Please return your ballot and resolution by the statutory deadline of December 15, 2017, to:

**Liberty County Central Appraisal District
Attn: Lana McCarty, Chief Administrator
P.O. Box 10016
Liberty, Texas 77575**

Votes received after the statutory deadline will not be counted.

Should you have any questions concerning this election, please feel free to contact me.

Sincerely,



Lana McCarty RPA,RTA,CTA
Chief Administrator

Attachment: CAD Information (RES-2017-14 : CAD Voting Entitlement)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3993)

DOC ID: 3993



AMBULANCE TRANSPORTATION
PROVIDER AGREEMENT
FOR

LIBERTY HEALTH CARE

PROPOSED CONTRACT AND RATE
STRUCTURE FOR SERVICES RENDERED

SERVICE PROVIDER AGREEMENT

Agreement is made on this _____ day of _____, 2017, by and between **City of Liberty Fire/EMS** to be listed as **City of Liberty Fire/EMS** and **Liberty Health Care** to be listed as **Liberty Health Care**

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which **City of Liberty Fire/EMS** will provide appropriate personnel and equipment for transportation of emergent and non-emergent patients to and from **Liberty Health Care**.

In consideration of the mutual covenants contained herein, the parties hereto agree as follows.

1. TERM

The term of the Agreement shall be for a period of one (1) year from the date indicated above and shall renew annually, thereafter, without further correspondence. Any changes by either party should be presented in written form 30 days prior to contract renewal for terms of negotiations.

2. RESPONSIBILITIES OF City of Liberty Fire/EMS

- A. **City of Liberty Fire/EMS** shall provide medical transportation 24 hours per day for **Liberty Health Care**. A dispatch telephone number will be provided and maintained by **City of Liberty Fire/EMS**.
- B. **City of Liberty Fire/EMS** shall ensure that all response vehicles are staffed by Texas Department of State Health Services (TDSHS) certified Emergency Medical Technicians and/or higher level of certified employees. **City of Liberty Fire/EMS** shall ensure that such qualified personnel are available to provide emergency medical services at any time during transport.
- C. **City of Liberty Fire/EMS** shall equip and inspect all emergency vehicles pursuant to rules and regulations of the Texas Department of State Health Services. **City of Liberty Fire/EMS** shall provide service in compliance with all applicable Federal, State, and local laws relating to the provision of transports. All **City of liberty Fire/EMS** personnel will perform their duties in accordance with all Federal, State, and local laws governing the delivery of emergency medical services.
- D. **City of liberty Fire/EMS** shall ensure that all company vehicles have proper climate controls for heating and cooling during appropriate seasons.
- E. **City of liberty Fire/EMS** shall maintain, at the sole expense of **City of liberty**

Fire/EMS, appropriate policies of insurance providing coverage for company vehicles, general liability and professional liability, protecting **City of liberty Fire/EMS** and its employees against any claim or claims for damage arising by reason of personal injury or death occasioned directly or indirectly in connection with the performance of medical services by **City of liberty Fire/EMS**, or any other activities performed by **City of liberty Fire/EMS**, in connection with this Agreement.

- F. **City of liberty Fire/EMS** will respond to **Liberty Health Care** within an appropriate response time on all requests for service.
- G. **City of liberty Fire/EMS** will be responsible for providing **Liberty Health Care** with accurate arrival times on all transports. When a quoted time cannot be met, **City of liberty Fire/EMS** will immediately contact **Liberty Health Care** with an updated arrival time.

3. RESPONSIBILITIES OF *Liberty Health Care*

- A. **Liberty Health Care** will call **City of liberty Fire/EMS** for all emergency and non-emergency ambulance transports to and from nursing home.
- B. **Liberty Health Care** will provide **City of liberty Fire/EMS** with all appropriate paperwork. (Medical Necessity Form, Patient medical history and insurance information.)

4. BILLING AGREEMENT

- A. **City of liberty Fire/EMS** shall bill appropriate insurance carrier at usual and customary rates for all “medically necessary services.” **City of liberty Fire/EMS** will also bill appropriate insurance carrier for all claims that result as a payable benefit. **Liberty Health Care** shall provide all necessary and appropriate patient and insurance information.
- B. In cases of pre-approved transports for patients not meeting “medically necessary services,” **City of liberty Fire/EMS** agrees to bill **Liberty Health Care** or the patient, for services provided that do not meet medical necessity by current HCFA standards at time of transport. Billing rates for patients that do not meet medical necessity are as such per transport: \$125 per transport inside Liberty County, \$250 per transport outside the county up to 60 miles, and transports over 60 miles will be taken care of on a case by case system.
- C. **Liberty Health Care** agrees to pay **City of liberty Fire/EMS** at the rates stated above in section (4.B.) for all pre-approved transports for patients not meeting “medically necessary services.”

5. PATIENT CONFIDENTIALITY

City of liberty Fire/EMS shall ensure that its employees maintain the confidentiality of all information regarding **Liberty Health Care** patients, including information about the diagnosis, evaluation, or treatment of such patients (PATIENT INFORMATION) as required by applicable Federal, State and local laws and regulations. **City of liberty Fire/EMS** will ensure the confidentiality of all patient information utilized for establishing medical history and billing.

6. NAME CHANGE

This agreement shall continue in force should a change in the name of ownership of either party occur.

7. MODIFICATION OF AGREEMENT

This agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party hereto.

8. REGULATORY REQUIREMENTS

City of liberty Fire/EMS will operate the service pursuant to this Agreement at all times in compliance with Local, State, and Federal laws, and the rules and regulations, and policies of **Liberty Health Care**, and any applicable standards of **DSHS**. Notwithstanding any unanticipated effect of any provisions of the Agreement, neither party will conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs.

9. TERMINATION

Termination of this Agreement will occur 30 days after written notice by either party given at any time.

10. ASSIGNMENT

Neither **City of liberty Fire/EMS** nor **Liberty Health Care** may assign duties, rights, or interest under this agreement without prior written consent by the other party.

11. NO THIRD PARTY BENEFICIARIES

Except as especially provided by this agreement, the obligation of each party to this agreement shall insure solely to the benefit of the other party, and no member or other person or entity shall be a third party beneficiary of this agreement.

12. AGREEMENT

This agreement with the Proposal provide all the agreements of the parties relating to the subject matter hereof and is the full and final expression of this agreement between the parties.

Liberty Health Care

Date

City of liberty Fire/EMS

Date



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 3994)

DOC ID: 3994

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LIBERTY TEXAS
AND THE LOWER COLORADO RIVER AUTHORITY
CONCERNING ELECTRICAL TRANSMISSION,
CONTROL AND SUBSTATION FACILITIES**

THIS AGREEMENT is made and entered into by and between City of Liberty, Texas (Liberty), a Texas home-rule municipal corporation, and the Lower Colorado River Authority (LCRA), a conservation and reclamation district of the State of Texas, pursuant to the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code). LCRA and LIBERTY may be referred to individually as a Party, or collectively as the Parties.

WHEREAS, LIBERTY and LCRA are each engaged in the transmission of electric power and own and operate electric transmission and/or transformation facilities, lines, rights-of-way and electrical substation facilities, and are each engaged in planning for additional transmission and transformation facilities and related equipment that each may need to meet their obligations to their respective customers; and

WHEREAS, LIBERTY and LCRA own and operate metering and control systems ("control facilities"); and

WHEREAS, LIBERTY owns and operates electric transmission and distribution lines and related facilities, and LCRA is authorized by Chapter 8503 of the Texas Special District and Local Laws Code to distribute and sell electric energy; and

WHEREAS, cooperation between LIBERTY and LCRA in planning for and in providing repair, maintenance and technical services (testing, inspection and personnel training) for such electric, transmission, control, distribution and substation facilities (collectively, "Facilities") would enable LIBERTY and LCRA to avoid redundant expenditures, reduce the costs to their respective rate-payers, improve the responsiveness of each Party to outages and emergencies, and enhance the reliability of their respective systems and Facilities; and

WHEREAS, LCRA is willing to perform planning, repair, maintenance, testing, technical and inspection services ("Services") on the Facilities of LIBERTY upon the following terms and conditions;

NOW, THEREFORE for and in consideration of the premises, and the mutual covenants and agreements set forth below, and other good and valuable consideration, LIBERTY and LCRA agree as follows:

I. SCOPE OF SERVICES

1.1. a. LIBERTY may employ LCRA, and LCRA agrees to furnish upon request personnel, labor, material and equipment necessary to perform the following Services:

- 1) Engineering services, design and project management (including material procurement) of transmission, substation and distribution facilities (such as

- distribution under built on transmission structures, etc.);
- 2) transmission, substation, and distribution construction and maintenance (including tree trimming and ROW clearing);
- 3) relaying and control testing and maintenance;
- 4) metering and meter testing;
- 5) lease of mobile transformers and other equipment;
- 6) communication services including radio systems and services, fiber optic lease, marketing and consulting services;
- 7) material procurement and use of contracts with vendors;
- 8) fleet repair and maintenance;
- 9) protective equipment testing services; and
- 10) Any other Services or offerings mutually agreed upon by the Parties.

b. LCRA may also, pursuant to this Agreement, upon the consent of LIBERTY, engage the services of a third party or parties, to perform or assist in the performance of the Services.

1. If LCRA engages a third party or parties to provide Services described in this Agreement, LCRA or another entity agreeable to LIBERTY shall act as the project manager with respect to such Services.

2. A Party acting as Project Manager shall exercise the same judgment, care and professionalism as used in managing its own contracts.

1.2. Performance of Services under the Agreement shall be initiated by a written work order signed by both LIBERTY and LCRA. The work order shall identify the subject Facilities and the Services to be performed, provide a schedule for the performance of Services, contain an itemized estimate of the costs and expenses for Services performed under that work order together with a "not to exceed" total cost.

1.3. Nothing in this Agreement shall require LIBERTY to have Services performed by LCRA, nor shall LCRA be required to accept any work order submitted by LIBERTY.

II. COMPENSATION

2.1. LIBERTY shall compensate LCRA for performance of the Services at LCRA's actual cost of labor (including fringe benefits and overhead) and material, plus authorized expenses set forth below. Compensation for Services will be estimated in the work orders referred to in Section 1.2.

2.2. The total cost to LIBERTY for performance of Services by LCRA hereunder shall not exceed \$1,000,000 per contract year. A contract year shall extend from the effective date of this Agreement for a period of twelve (12) months.

2.3. Other expenses are authorized as follows:

- a. LCRA's actual cost to transport necessary equipment and personnel to LIBERTY's Facilities;

- b. Other expenses specified in the applicable work order or otherwise authorized in advance by both Parties, including the costs of contracts entered into with third parties to perform Services authorized by this Agreement. Reimbursable costs shall include all Direct Costs and applicable administrative overhead costs LCRA normally applies to projects of this nature, but not to exceed 25% of the Direct Costs. For purposes of this Agreement, Direct Costs means: (1) costs for materials, supplies, fuels and lubricants used to perform Services for LIBERTY; (2) labor costs including salary and benefits paid to employees and contractors together with (3) travel, meals and lodging expenses reimbursed or paid on behalf of employees and contractors within established LCRA expense guidelines.

2.4. On or before the fifteenth day of the month following a month in which the LCRA performs Services under the Agreement, LCRA shall send LIBERTY an itemized invoice, in duplicate, which describes the Services performed, the date(s) of performance, the amount of time, materials and supplies expended, and all authorized expenses. Copies of all relevant timesheets, invoices, bills, and receipts for expenses shall be attached to the invoice.

2.5. LIBERTY shall pay LCRA at the address shown in each Party's accounts receivable system the amount due within thirty (30) days after receipt. In the event that payment in full is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate or one percent (1.0 %) per month until paid in full.

2.6. LIBERTY reserves the right to review LCRA's invoices and to audit and examine at any reasonable time the books and records of LCRA to the extent necessary to verify the accuracy of any statement, charge, computation or invoice made under the Agreement, and to recover any overcharges paid by it.

2.7. LIBERTY's obligations under this Agreement are payable only and solely from funds appropriated and available for the purpose of this purchase. Lack of funds shall render this Agreement null and void to the extent that funds are not available. LIBERTY agrees that it shall not request Services for which funds have not been appropriated and are not available.

III. LIBERTY'S RESPONSIBILITIES

3.1. LIBERTY shall identify the Facilities and equipment upon which LCRA will be requested to provide Services and shall provide LCRA with all necessary documents and information relevant to the Facilities and equipment.

3.2. LIBERTY shall review and respond as appropriate to all reports, studies, recommendations and other submissions of LCRA so as not to delay the performance of the Services.

IV. DOCUMENTS, DATA AND PUBLICATIONS

4.1. To the extent permitted by law, it is agreed and understood that the specifications, drawings, plans, contracts and deliverables under the contracts, or other data, documents or information provided to LCRA by LIBERTY pursuant to this Agreement are of a strictly confidential nature and, except as otherwise required by law, no such confidential information shall be disclosed to any third Party without the prior written consent of LIBERTY.

V. TERM

5.1. This Agreement shall be effective as of the day following approval of the Agreement by both LIBERTY's City Council and duly authorized delegee of the LCRA's Board of Directors (the "Effective Date").

5.2. This Agreement shall be for a term of one (1) year from the Effective Date of the Agreement. However this Agreement shall automatically renew for no more than three additional terms of one (1) year each unless affirmatively terminated by a written notice signed by a Party and delivered prior to the expiration of each term. Services authorized pursuant to this Agreement or authorized and in progress prior to expiration of the then-current term or prior to termination shall be completed, and the Parties' obligations under the Agreement shall remain in effect until such completion.

5.3. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party. Upon termination of this Agreement for convenience, LCRA shall immediately discontinue the performance of Services and shall from then on perform only those Services expressly requested to be completed as necessary to effectively conclude the Services previously performed. LCRA shall be compensated for all Services performed up to the effective date of termination as provided above, plus its actual and reasonable costs of demobilization.

VI. STANDARDS AND INSPECTIONS

LCRA shall perform all work under this Agreement in a good and workmanlike manner in accordance with the work order specifications and applicable industry standards and electrical Codes. LIBERTY shall have the right of inspection at all reasonable times during the performance of the Services and prior to acceptance of the Services. In the event that the inspection reveals that the Services have not been performed in accordance with the above standards, the LCRA shall promptly and diligently re-perform such Services at no additional cost to the Requesting Party.

VII. INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LCRA SHALL INDEMNIFY AND HOLD LIBERTY, AND ITS DIRECTORS, OFFICERS, ELECTED AND APPOINTED OFFICIALS AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS), HARMLESS FROM AND AGAINST ALL

LIABILITY, DAMAGES, CLAIMS, DEMANDS AND JUDGMENTS ARISING OUT OF OR CONCERNING DAMAGE TO OR LOSS OF THE USE OF THE PROPERTY ANY PERSON OR PARTY, OR OUT OF THE DEATH, BODILY INJURY, ILLNESS, DISEASE, WORKERS' COMPENSATION OR LOSS OF SERVICES OF ANY PERSON, AND ANY OTHER COST, LOSS OR EXPENSE LIBERTY MAY INCUR AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT BY THE LCRA, OR ITS AGENTS OR EMPLOYEES, IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. ANY OBLIGATIONS OF LIBERTY UNDER THIS CLAUSE OR UNDER ANY OTHER PART OF THIS AGREEMENT ARE PAYABLE SOLELY FROM AND TO THE EXTENT OF THE REVENUES OF THE ELECTRIC UTILITY SYSTEM OF LIBERTY AND NOT FROM ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR FROM ANY OTHER REVENUES OF THE CITY. THIS CLAUSE DOES NOT CREATE AN ENCUMBRANCE, PLEDGE, OR LIEN ON LIBERTY'S ELECTRIC UTILITY SYSTEM REVENUES. LIKEWISE, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LIBERTY SHALL HOLD HARMLESS FROM ALL CLAIMS AND LIABILITIES AS SET FORTH ABOVE, LCRA, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND OFFICIALS, WHICH MAY RESULT FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LIBERTY, OR ITS AGENTS OR ITS AGENTS AND EMPLOYEES IN CONNECTION WITH THE SERVICES.

VIII. NOTICES

Correspondence, notices and invoices shall be in writing and mailed, telefaxed, or delivered to the other Party as follows, or at such other address as a Party may from time to time designate in writing. All notices, correspondence or invoices shall be effective upon receipt.

TO LIBERTY:

City of Liberty
1829 Sam Houston
Liberty, TX 77575
936-336-3684

Attn: Gary Broz
City Manager

TO LCRA:

Lower Colorado River Authority
3700 Lake Austin Blvd.
P.O. Box 220
Austin, TX 78767-0220

Attn: Mike Shuba
Executive VP,
Transmission

IX. MISCELLANEOUS

9.1. This Agreement constitutes the entire understanding of the Parties relating to the subject matter of the Agreement; and there shall be no modification or waiver of the Agreement except by writing signed by the Party asserted to be bound thereby.

9.2. This Agreement shall be binding upon and inure to the benefit of the Parties and their

respective successors and assigns; provided, however, that neither Party may assign this Agreement or subcontract the performance of Services under the Agreement, in whole or part without the prior written consent of the other Party.

9.3. No failure or delay on the part of a Party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights and remedies under this Agreement are cumulative and shall not be considered exclusive of any other rights or remedies provided by law.

9.4. If any section or part of this Agreement is declared invalid by any Court of competent jurisdiction, the Court's decree shall not affect the remainder of this Agreement, and the remainder of the Agreement shall remain in full force and effect with the deletion of the part declared invalid.

9.5. The Parties agree and intend that all disputes which may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the Parties under the Agreement, or respecting any performance or failure of performance by either Party under the Agreement, shall be governed by the laws of the State of Texas, with venue lying in the courts of Travis County, Texas.

9.6 The Parties signing this Agreement warrant that they are the representatives of their entities and that they have been duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective on the date of the last signature below.

CITY OF LIBERTY

LOWER COLORADO RIVER AUTHORITY

By: _____
Gary Broz

By: _____
Mike Shuba

Its: City Manager

Its: Executive VP, Transmission

Date: _____

Date: _____

Attachment: LCRA Agreement (3994 : LCRA Agreement)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Bids

COUNCIL ACTION (ID # 3995)

DOC ID: 3995

Fixed Asset Replacement Fund:

Police Budget		1 Patrol Car	\$38,800.00
		1 CID Car	\$25,000.00
			<u>\$63,800.00</u>
BJ Ford	2018 Ford Explorer Police Utility AWD		\$44,208.50
BJ Ford	2018 Ford Fusion S Sedan		\$21,653.50
BJ Ford	2018 Ford Taurus Polic Sedan FWD		\$26,341.56
Liberty/Dayton			
Dodge	2018 Dodge Charger Police Sedan RWD		\$22,875.00
		1 Patrol Car	\$44,208.50
		1 CID Car	\$21,653.50
			<u>\$65,862.00</u>
			\$2,062.00
Requesting			
	2 Dodge Charger Police Sedan RWD		\$22,875.00
			<u>\$22,875.00</u>
			<u>\$45,750.00</u>



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 12/12/17 06:00 PM

Department: Administration
Category: Charter Review Comm

COUNCIL ACTION (ID # 3996)

DOC ID: 3996

2017 CHARTER REVISIONS

Measure No. 1

SHALL SECTION 1.02 OF THE CITY CHARTER REGARDING BOUNDARIES BE AMENDED TO READ AS FOLLOWS:

Section 1.02. Boundaries

~~The boundaries of the City of Liberty are hereby established as follows: Beginning at the northeast corner of the East Liberty Town League, Abstract 359, Liberty County, Texas; thence west along the north boundary line of said East Liberty Town League, Abstract 359, to the east bank of the Trinity River; thence along the east bank of the Trinity River with its meanders to a point on said bank which would be in an easterly projection of the north line of the North Liberty Town League, Abstract 356; thence west along said projection of said north line of said North Liberty Town League, Abstract 356, and the north boundary line of said North Liberty Town League, Abstract 356, to a point in the north line of said North Liberty Town League, which point is one thousand three hundred eighty and two-tenths (1380.2) feet west of an old buggy axle at the northeast corner of the Louis Green et al twenty-acre tract out of the northeast corner of the M. Wassam one hundred sixty acre tract in said North Liberty Town League, which said point is also one thousand seven hundred seventy-one and four hundredths (1,771.04) feet east of a concrete marker located in the north boundary line of the North Liberty Town League, which said marker is at the northwest corner of said Wassam one hundred sixty acre tract; thence south 0 deg. 31' east to a point in the south line of the South Liberty Town League, Abstract 358; thence east along the south boundary line of the South Liberty Town League, Abstract 358, to the southeast corner of the said South Liberty Town League; thence across the Trinity River to the southwest corner of the East Liberty Town League, Abstract 359; thence in an easterly direction along the south line of the said East Liberty Town League to its southeast corner; thence north along the east boundary line of the said East Liberty Town League, Abstract 359, to the place of beginning.~~

The boundaries of the City of Liberty shall be the same as have been heretofore established and now exist and those boundaries established and changed hereafter in all annexation ordinances and proceedings of the City of Liberty, Texas, filed in the Office of the City Secretary of Liberty, Texas.

Measure No. 2

SHALL SECTION 4.06 OF THE CITY CHARTER RELATING TO THE APPOINTMENT OF A PUBLIC HEALTH AUTHORITY BE REMOVED FROM THE CITY'S CHARTER.

Section 4.06. Health authority.

(a) Appointment and qualifications of health authority. The city council shall appoint a city health authority who shall be a licensed physician qualified to practice medicine in the State of Texas and a resident of the City of Liberty.

~~(b) — Administration. The city manager shall be responsible to the city health authority for the general administration of state and local laws relating to public health within the jurisdiction of the city.~~

~~(c) — Duties of health authority. The city health authority shall advise with the city council on a program of public health; shall cooperate in the preparation of a sanitary code; shall cooperate with nearby cities on problems of health and sanitation; shall cooperate with the commissioner's court of Liberty County and its agencies, and with the state health department and other departments of the state government in matters pertaining to health and sanitation.~~

~~(d) — Sanitary code. The city council shall adopt a sanitary code. Such code shall provide for monthly inspections to assure that its provisions are complied with; said inspections to be made in the manner designated, and by persons selected by the city manager. The powers of the city council to establish necessary rules and regulations for the purpose of this code shall include, but not to the exclusion of other powers, the following:~~

~~(1) — The power to establish quarantine stations and pest houses and to adopt ordinances necessary for the control of contagious diseases.~~

~~(2) — The power to regulate, license and inspect persons, firms, corporations, common carriers or associations operating any public place where food or drink or candies or manufactured sweets are served, sold or otherwise handled within the corporate boundaries of Liberty; to prescribe health regulations with reference to any employee or workers used in any such place; to regulate, license and inspect the sanitary condition of such places; and to condemn all articles not wholesome or fit for human consumption.~~

~~(3) — The power to define all nuisances and prohibit the same within the city and outside the city limits for a distance of five thousand (5,000) feet; to prohibit the pollution or stoppage of any stream, draw or drainage ditch; to work in cooperation with the drainage commissioner for the improvement of the drainage system and mosquito control.~~

~~(4) — The power to license, regulate and inspect producers, carriers and retailers of meat and dairy products inside or outside the city limits from which meat or milk is furnished to the residents of the city.~~

~~(5) — The power to require property owners to make connections with the sanitary sewer system; to provide for fixing penalties for failure to make such connections and to provide for fixing a lien against any property owner's premises who fails or refuses to make such connection and to charge the cost against said owner and make it a personal liability.~~

~~(6) — The power to inspect restrooms open to the public and require their maintenance in a condition of cleanliness.~~

~~(7) — The power to provide for the fixing of penalties for failure of any person, firm, or corporation to comply with such rules and regulations as are prescribed by the city council under the provisions of this article or the laws of the State of Texas, it being the intent of this charter to vest in the city council not only the powers expressly enumerated in this article but all other~~

powers, expressed or implied, granted under the general laws and constitution of the State of Texas in matters pertaining to health and sanitation.

Measure No. 3

SHALL SECTION 5.07 OF THE CITY CHARTER REGARDING CONDUCTING AND CANVASSING ELECTIONS BE AMENDED TO READ AS FOLLOWS:

Section 5.07. Conducting and canvassing elections.

The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council, **except for said times when the City Council chooses to contract with another governmental subdivision to conduct the election.** ~~The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. Within five (5) days after an election, the city council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions and issue certificates of election to candidates elected as hereinbefore provided.~~ **The City shall conduct the elections and report the results as provided by the general election laws of the State of Texas. The returns of every municipal election shall be delivered forthwith to the City Secretary. The Council shall canvass the returns and declare the official results of the election as prescribed by state law.**

Measure No. 4

SHALL SECTION 8.02(b) OF THE CITY CHARTER REGARDING THE DEPARTMENT OF CITY PLANNING AND ZONING BE AMENDED TO READ AS FOLLOWS:

Section 8.02(b). Department of city planning and zoning.

- (b) On or after May 1 of each year council shall appoint resident qualified voters of the City of Liberty who shall constitute the city planning and zoning commission for three-year terms, and until their respective successors shall have been appointed and qualified, as follows: two (2) regular members first year; two (2) regular members the following year; and one (1) regular member plus two (2) alternates the following year. **Commissioners may only serve three consecutive terms on the planning and zoning commission. Individuals may serve more than (3) three terms if said terms are non-consecutive.** Said commissioners shall serve without pay and shall adopt such rules and regulations as they deem best governing their actions, proceedings and deliberations and time and place of meeting. Any member of the city planning and zoning commission may be removed by the city council for any cause deemed sufficient for his removal in the interest of public service; but only after a public hearing before the city council of charges publicly made, if demanded by such member within ten (10) days. The purpose and object of said planning and zoning commission is to act as an advisory board to the city council relating to all nature of public improvements, civic improvements, city planning, opening, widening and changing of streets, routing of public utilities, controlling and regulating traffic upon the public streets and ways of the City of Liberty, and such other matters relating to

city improvements as the city planning and zoning commission and the city council of the City of Liberty may deem beneficial to the City of Liberty.

Measure No. 5

SHALL SECTION 9.04 OF THE CITY CHARTER REGARDING NOTICE REQUIREMENTS FOR THE BUDGET BE AMENDED TO READ AS FOLLOWS:

Section 9.04. Notice of public hearing on budget.

The City Council shall follow Texas law regarding notice and hearing requirements for setting its budget. ~~At the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the City of Liberty, a notice of the hearing setting forth the time and place thereof at least five (5) days before the date of such hearing.~~

Measure No. 6

SHALL SECTION 9.18 OF THE CITY CHARTER REGARDING TAXES BE AMENDED TO READ AS FOLLOWS:

Section 9.18. Taxes; when due and payable.

All taxes due the City of Liberty shall be payable at the office of the city assessor-collector and may be paid at any time after the tax rolls for the year have been completed and approved, which shall be not later than October 1. Taxes shall be paid on or before ~~the due date set by Texas law~~ ~~February first of the year following assessment~~, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as provided by state law.

Measure No. 7

SHALL SECTION 13.13(a) OF THE CITY CHARTER REGARDING THE CHARTER REVIEW COMMISSION BE AMENDED TO READ AS FOLLOWS:

Section 13.13(a). Charter review commission.

- (a) The city council shall appoint, at its first regular meeting in January of each odd numbered year, a charter review commission of five (5) citizens of the City of Liberty. ~~Said commissioners may only serve for two (2) consecutive terms on the charter review commission. Individuals may serve more than (2) two terms if said terms are non-consecutive.~~