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, January 8, 2019 **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 Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	
Councilperson Chipper Smith	☐	☐	☐	

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 # 4330)

City Manager's Report-City Projects & Activities - City Mgr. Tom Warner

- City Manager's Report January 8 2019 (DOCX)

B. Information Item (ID # 4331)

Department Reports - Monthly Dept. Activities

- PD Monthly Report (XLS)

C. Information Item (ID # 4332)

Sam Rayburn Municipal Power Agency-Agency Activities - Mayor Pickett

D. Information Item (ID # 4333)

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, December 11, 2018

VII. REGULAR AGENDA

A. Executive Session

Gov. Code §551.087- Deliberation Regarding Economic Development Negotiation.

- Discussion regarding economic development opportunities located in, or near, the City of Liberty.

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

- Discussion of the appointment of a Police Chief.

B. Reconvene into Regular Session

1. Council Action (ID # 4334)

Consider and take action, if any, on economic development negotiations as discussed in the Executive Session.

2. Council Action (ID # 4335)

Consider and approve the appointment of a Police Chief, as discussed in the Executive Session.

3. Ordinance (ID # 4336)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2019 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS

ORDINANCE BE READ ON TWO SEPARATE DAYS. CONSIDERE LA ADOPCIÓN DE UNA ORDENANZA DEL MUNICIPIO DE LA CIUDAD DE LIBERTY, TEXAS, ORDENA UNA ELECCIÓN MUNICIPAL GENERAL QUE SE LLEVARÁ A CABO EL DÍA 4 DE MAYO DEL 2019, CON EL PROPÓSITO DE ELEGIR TRES MIEMBROS DEL CONSEJO; AUTORIZANDO UN ACUERDO DE ELECCIÓN JUNTA ELECTORAL Y LOS CONTRATOS DE SERVICIOS POR/ENTRE LA CIUDAD DE LIBERTY, EL DISTRITO ESCOLAR INDEPENDIENTE DE LIBERTY, CALQUIER OTRA ENTIDAD DE CONTRACCIÓN Y EL SECRETARIO DEL CONDADO DE LA CIUDAD DE LIBERTY, PROVEYENDO UNA VOTACIÓN ADELANTADA; PROVEYENDO DOS DÍAS DE DOCE HORAS DE VOTACIÓN ADELANTADA; PROVEYENDO LA PUBLICACIÓN Y NOTIFICACIÓN DE ELECCIÓN; ESTABLECIENDO OTROS PROCEDIMIENTOS PARA LA REALIZACIÓN DE LA ELECCIÓN; PROVEYENDO UNA CLÁUSULA DE SEPARACIÓN, PROVEYENDO UNA FECHA EFECTIVA; Y PRESCINDIENDO CON LOS REQUISITOS DE LA SECCIÓN 3.10 DE LA CARTA CONSTITUCIONAL QUE ESTA ORDENANZA SE LEERÁ EN DOS DÍAS SEPARADOS.

- 2019 Election Agreement (DOCX)

4. Ordinance (ID # 4337)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2019 FOR THE PURPOSE OF VOTER CONSIDERATION TO FILL A VACANCY ON THE CITY COUNCIL; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS. CONSIDERE LA ADOPCIÓN DE UNA ORDENANZA DEL MUNICIPIO DE LA CIUDAD DE LIBERTY, TEXAS, ORDENA UNA ELECCIÓN MUNICIPAL ESPECIAL QUE SE LLEVARÁ A CABO EL DÍA 4 DE MAYO DEL 2019, CON EL PROPÓSITO CONSIDERACIÓN DE VOTANTE UN PUESTO VACANTE EN EL AYUNTAMIENTO; AUTORIZANDO UN ACUERDO DE ELECCIÓN JUNTA ELECTORAL Y LOS CONTRATOS DE SERVICIOS POR/ENTRE LA CIUDAD DE LIBERTY, EL DISTRITO ESCOLAR INDEPENDIENTE DE LIBERTY, CALQUIER OTRA ENTIDAD DE CONTRACCIÓN Y EL SECRETARIO DEL CONDADO DE LA CIUDAD DE LIBERTY, PROVEYENDO UNA VOTACIÓN ADELANTADA; PROVEYENDO DOS DÍAS DE DOCE HORAS DE VOTACIÓN ADELANTADA; PROVEYENDO LA PUBLICACIÓN Y NOTIFICACIÓN DE ELECCIÓN; ESTABLECIENDO OTROS PROCEDIMIENTOS PARA LA REALIZACIÓN DE LA ELECCIÓN; PROVEYENDO UNA CLÁUSULA DE SEPARACIÓN, PROVEYENDO UNA FECHA EFECTIVA; Y PRESCINDIENDO CON LOS REQUISITOS DE LA SECCIÓN 3.10 DE LA CARTA CONSTITUCIONAL QUE ESTA ORDENANZA SE LEERÁ EN DOS DÍAS SEPARADOS.

- 2019 Election Agreement (DOCX)

5. Ordinance (ID # 4338)

CONSIDER ADOPTION OF 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 2019; 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; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE;

AND 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.

6. Ordinance (ID # 4339)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AMENDING ARTICLE 13.03 OF THE CODE OF ORDINANCES; REGULATING WATER AND SEWER LINE EXTENSION; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCE BE READ ON TWO SEPARATE DAYS.

7. Resolution (ID # 4340)

First reading of a Resolution approving a Liberty Community Development Corporation grant to PLC Construction.

- PLC Performance Agreement (DOCX)

8. Resolution (ID # 4341)

First reading of a Resolution approving the Liberty Community Development Corporation Levee Repair Project

9. Resolution (ID # 4342)

First Reading of a Resolution approving the Liberty Community Development Corporation's purchase of a tractor and slope mower for the park.

10. Council Action (ID # 4343)

Consider approval of various projects to be funded with Cambridge Funds.

- Cambridge Fund Summary PP (PPTX)

11. Council Action (ID # 4344)

Consider approval of the lease of the Liberty Municipal Park Baseball Fields, Softball Fields, and Concession Stands to the Liberty Youth Baseball Association.

- LYBA Agreement (DOC)

C. Executive Session

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

- Discussion of the Electric Department.

D. Reconvene into Regular Session

1. Council Action (ID # 4345)

Consider and take action, if any, on personnel matters related to the Electric Department 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 4th day of January, 2019 at 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell

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 _____, 2019.

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4330)

DOC ID: 4330

Subject: City Manager Report

Background: This agenda item affords the City Manager the opportunity to update the Council and public on current and future City projects, activities and other items related to City business.

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Memo

To: Mayor & City Council

From: Tom Warner, City Manager

Date: January 4, 2019

Re: City Manager Report

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1. On December 27th at approximately 5:45 a.m. four poles on Liberty Feeders 3/4 broke off at ground level. Although we are not sure of the exact cause, the wet ground conditions and high winds probably caused one of the poles to break. The remaining poles fell as the result of a cascading effect. Power was restored around 7:30 a.m. Electrical service for customers on Feeders 3 & 4 is being rerouted until the poles can be replaced. The downed pole line is located near the bottom of the drainage ditch. To reach the site and provide a safe working area, it will be necessary to mat the job site. The pole replacement will begin on January 7th after the mats have been installed at the job site. It is anticipated that the pole replacement will take a least one week. The power lines will take at least another week to replace. Of course, all of this is dependent on the weather.

2. The City-wide outage on December 31st began about 4:45 and lasted until approximately 7:30. Although the exact cause of the outage is not known at this time, Entergy notified us they had a problem with their transmission line between Dayton & Liberty. This resulted in a loss of electrical power to the City. Once Entergy's transmission group arrived onsite they were able to reroute power to the Liberty Substation.

3. Since the City's acquisition of the Water & Electric Advanced Meter Infrastructure (AMI) System, the computer software has been located on servers at City Hall. In February 2018, the company providing the AMI System, Aqua Metric and the manufacturer, Sensus, notified the City that they would be migrating away from server-based systems and moving the software to the "Cloud." Since February, the two companies and City have been preparing for the migration to the "Cloud." The proposed cutover date to the new system in January 8, 2019.

4. On December 31, 2018, the switch at the Service Center for the telephones and computers went out. Until the switch is replaced, The Service Center is without phones and email capabilities. This is also causing a delay in receiving Monthly Reports from the Departments at the Service Center. The switch is scheduled to be replaced on January 4, 2019.

Attachment: City Manager's Report January 8 2019 (4330 : City Manager's Report)

5. On January 4, 2019, City Council was sent the November Financial Reports. The Finance Director will be at the January 8, 2019, City Council Meeting if you should have any questions.

6. There will be a City Council Meeting on January 22, 2019. On the agenda will be a Work Session to discuss the 2019 Jubilee.

7. The contracted work on Main A is progressing with a date to be determined for completion. The project has been slowed due the high river levels and local rainfall.

8. The wastewater project is also progressing but has also been slowed due to the weather. The contractor has halted the micro-tunneling for the sewer line on Hwy 90, is continuing refurbish the McGuire lift station, install the remaining manholes and install the sewer line behind the middle and high schools.

9. The property for the water well, tower pump station and ground storage tank has been acquired. The environmental assessment is currently underway and should be completed after the first of the year. The engineer for the project is continuing the design for the various elements.

10. Electric Projects:

    a. Work in the Regency and Travis Park Subdivisions has been suspended due to the wet conditions. Work will resume when weather and ground conditions improve.

    b. The contractor has started work in the Featherstone Addition and has been authorized to start upgrades in Whittington and Pine Place Subdivisions and replacing Live Front Transformers.

11. The City's new webpage went live on December 7, 2018. Please take time to look at the webpage and offer any suggestions or comments. It is our goal to keep the webpage current with pertinent information, activities and events.

Attachment: City Manager's Report January 8 2019 (4330 : City Manager's Report)

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4331)

DOC ID: 4331

Subject: Department Reports

Background: Attached are reports compiled by various City departments regarding facts about projects, situations and activities of the individual department. These reports are submitted on a monthly basis.

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YEARLY ACTIVITY REPORT FOR 2016

ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVI
CALLS FOR SERVICE	1193	1278	1369	1378	1455	1423	1572	1850	1855	1624	1505	1445	1794
OFFENSES REPORTED	93	87	95	79	79	58	104	103	98	97	78	77	1048
OFFENSES CLEARED	24	30	16	153	48	17	19	15	40	18	26	15	421
OFFENSES EXCEPTIONALLY CLEARED	3	0	0	11	67	2	72	61	62	73	89	89	529
TRAFFIC CITATIONS	96	102	160	119	127	116	117	132	220	270	178	116	1753
TRAFFIC ACCIDENTS	28	36	33	26	29	28	26	31	27	41	31	34	370
WARNING TICKETS	44	46	15	30	27	28	32	24	81	64	31	50	472
ARRESTS	26	30	29	19	30	34	45	39	31	24	31	21	359
ANIMALS HANDLED	58	108	60	66	234	185	83	190	58	134	94	112	1382
ALARM CALLS	72	43	77	72	80	89	75	73	73	68	65	67	854
GARAGE/YARD SALES	X	X	X	X	X	X	X	16	2	1	4	1	24

YEARLY ACTIVITY REPORT FOR 2017

ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVI
CALLS FOR SERVICE	1606	1515	1729	1583	1651	1728	1873	1781	1625	1426	1446	1474	1943
OFFENSES REPORTED	83	75	75	62	91	93	72	35	86	77	84	48	881
OFFENSES CLEARED	24	22	22	17	28	19	11	10	6	18	10	6	193
OFFENSES EXCEPTIONALLY CLEARED	89	91	91	92	92	94	96	96	0	98	98	98	1035
TRAFFIC CITATIONS	149	176	138	179	187	135	192	205	158	128	61	39	1747
TRAFFIC ACCIDENTS	25	22	22	32	38	34	31	17	34	36	33	37	361
WARNING TICKETS	51	53	99	68	127	242	254	246	457	196	123	208	2124
ARRESTS	29	23	34	37	35	45	26	36	31	40	31	22	389
ANIMALS HANDLED	76	100	131	115	166	132	125	121	86	111	65	106	1334
ALARM CALLS	63	57	75	68	78	76	90	102	113	77	63	61	923
GARAGE/YARD SALES	0	0	1	0	2	0	0	1	0	0	1	0	2

YEARLY ACTIVITY REPORT FOR 2018

ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVI
CALLS FOR SERVICE	1608	1141	1560	1433	1290	1560	1679	1657	1508	1553	1521	1627	1813
OFFENSES REPORTED	74	53	62	52	50	60	72	63	68	52	69	66	741
OFFENSES CLEARED	35	9	6	9	8	11	10	11	15	11	21	15	161
OFFENSES EXCEPTIONALLY CLEARED	100	103	0	0	103	0	0	0	1	1	3	3	314
TRAFFIC CITATIONS	50	191	104	76	61	63	66	68	65	59	62	51	916
TRAFFIC ACCIDENTS	25	23	26	34	33	35	27	26	23	45	26	38	361
WARNING TICKETS	224	176	194	259	237	196	136	133	117	105	86	131	1994
ARRESTS	29	20	34	12	12	23	19	28	34	16	31	45	303
ANIMALS HANDLED	66	64	79	94	191	131	54	91	85	93	79	67	1094
ALARM CALLS	63	44	52	62	61	99	58	64	57	67	86	80	793
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0	1	0	0	1

Attachment: PD Monthly Report (4331 : Department Reports)

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4332)

DOC ID: 4332

Subject: SRMPA Report

Background: The Sam Rayburn Municipal Power Agency supplies the wholesale electrical energy needs of the member cities of Liberty, Jasper and Livingston. Mayor Pickett is the President of the Sam Rayburn Municipal Power Agency and desires to provide the Council and the public with updates on the Agency's projects and activities.

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4333)

DOC ID: 4333

Subject: Mayor, Council and Staff Comments

Background: This agenda item relates to expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary recognitions of City officials, employees or other citizens; reminders about upcoming events organized or sponsored by the City or other entity, that is scheduled to be attended by City officials or employees, inquiry of staff regarding specific factual information or existing policies.

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The City of Liberty
City Council
Regular Meeting
~ Minutes ~

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

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, December 11, 2018 **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 December 11, 2018 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:00 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Chipper Smith	Councilperson	Present	
Tom Warner	City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. INVOCATION

The Invocation was given by Bryant Perkins, Liberty Church of Christ.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Fire Chief Brian Hurst and Interim Police Chief Gary Martin, 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 Dec 11, 2018 6:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 4303)

City Manager's Report-City Projects & Activities-City Mgr. T. Warner

COMMENTS - Current Meeting:

City Manager Tom Warner reported on numerous City projects and activities to include:

- a recent major rain event, with minor street flooding
- levee Inspection by the Corps of Engineers
- 44 entries in the Country Christmas Parade
- new City webpage up for viewing
- Fire and Police Department events for children and seniors
- Community Development Block Grant sanitary sewer line replacement for Layl Drive area is complete,
- other activities.

ATTACHMENTS:

- City Manager's Report Dec 2018 (DOCX)

B. Information Item (ID # 4304)

Department Reports-Monthly Dept. Activities

COMMENTS - Current Meeting:

Mr. Warner spoke to the monthly departmental reports and, upon Council's request, will provide a comparison of prior years activities from the Inspection Department.

ATTACHMENTS:

- Department Reports (PDF)

C. Information Item (ID # 4305)

Sam Rayburn Municipal Power Agency-Agency Activities-Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett, President of the SRMPA, reported that included in the Council packet are the minutes of the September and October meetings of the Agency and an unaudited financial statement, for the year ending September 30, 2018. The next meeting will be held on December 18th in Livingston.

D. Information Item (ID # 4306)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

Fire Chief Brian Hurst reported on two (2) recent fires in the City.

Minutes Acceptance: Minutes of Dec 11, 2018 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.

A motion was made to approve the Consent Agenda, to also include the name of the engineers for the two Community Development Block Grants; HR Green Engineers for the 2017 Community Development Block Grant-Disaster Recovery Program and Schaumburg & Polk for the 2019-2020 Community Development Block Grant Program.

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

A. Minutes Approval

1. Tuesday, November 13, 2018

2. Thursday, November 29, 2018

B. Council Action 2018-122

Consider selection of Professional Engineering Services for the 2017 Community Development Block Grant-Disaster Recovery Program of the Texas General Land Office, associated to Hurricane Harvey, and for the 2017 Hazard Mitigation Grant Program associated to Hurricane Harvey through the Texas Department of Emergency Management.

C. Council Action 2018-123

Consider selection of Professional Engineering Services for the 2019-2020 Community Development Block Grant Program.

VII. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 4309)

Discussion regarding concerns with the BBQ Restaurant at 320 Main Street, by Ms. Cynthia Smith.

COMMENTS - Current Meeting:

Ms. Cynthia Smith, Liberty Gazette, addressed the Council, also providing a PowerPoint presentation, regarding her issues and concerns with the new BBQ Restaurant at 320 Main Street. Discussed was the smoke from the restaurant invading her business, the City's building codes, and other related issues. Ms. Smith was informed that the business did

Minutes Acceptance: Minutes of Dec 11, 2018 6:00 PM (Minutes Approval)

meet all of the City's codes and requirements, and suggested that the Ms. Smith and the business owner meet and discuss these matters in an effort to resolve their differences.

ATTACHMENTS:

- Request to Address Council (PDF)

2. Council Action 2018-124

Consider approval of the lease of the Liberty Municipal Park Baseball Fields, Softball Fields, and Concession Stands, to the Liberty Youth Baseball Association.

COMMENTS - Current Meeting:

City Manager Tom Warner reported this annual lease to LYBA for use of the ball fields and concession stands is for a total monthly rate of $1760.00. This fee covers the City's cost for electricity and water. LYBA will maintain the fields and be allowed to sublet the fields to select teams when not in use by LYBA.

A motion was made to approve the lease, subject to providing the city with the proper insurance documents.

ATTACHMENTS:

- LYBA Park Use Agreement (DOC)

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

3. Council Action 2018-125

Consider approval of a Donation and Gift Policy.

COMMENTS - Current Meeting:

City Manager Tom Warner explained that the proposed Donation and Gift Policy establishes the process for acceptance and documentation of donations to the City, and also establishes standards for City employees and officials regarding the acceptance of gifts during the performance of City business.

A motion was made to approve the Donation and Gift Policy.

ATTACHMENTS:

- Donation and Gift Policy (DOCX)

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

4. Ordinance 2018-26

Consider an Ordinance adopting Restricted Prior Service Credit in the Texas Municipal Retirement System (TMRS).

Minutes Acceptance: Minutes of Dec 11, 2018 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

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

"AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS."

City Manager Tom Warner reported that this Ordinance will allow the City employees to use their time with other TMRS member cities in reaching their retirement eligibility, if they have not cashed out their retirement contribution. Mr. Warner explained that the restricted prior service credit only considers time spent, so there is no additional cost to the City of Liberty.

A motion was made to adopt the Ordinance as presented.

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

B. Executive Session

Gov. Code §551.087 - Deliberation Regarding Economic Development Negotiation.

- Discussion regarding economic development opportunities located in, or near, the City of Liberty.

Gov. Code §551.071 - Private Consultation with Attorney.

- To seek advice regarding contemplated/pending litigation.

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

- Discussion of an appointment to fill the unexpired term on City Council.

At 7:00 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:07 p.m, Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2018-121

Consider and take action, if any, on contemplated/pending litigation, as discussed in the Executive Session.

COMMENTS - Current Meeting:

See the following agenda item regarding action taken in relation to this Executive Session item.

Minutes Acceptance: Minutes of Dec 11, 2018 6:00 PM (Minutes Approval)

RESULT:	**NO ACTION TAKEN**

2. Resolution 2018-9

CONSIDER APPROVAL OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING THE MAYOR TO SIGN THE LEGAL PAPERS NECESSARY TO DEED THE BRANCH CEMETERY PROPERTY TO LIBERTY COUNTY, TEXAS.

COMMENTS - Current Meeting:

A motion was made to approve a Resolution deeding the Branch Cemetery to Liberty County.

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

3. Council Action 2018-126

Consider and take action, if any, on an appointment to fill the unexpired term on City Council, as discussed in the Executive Session.

COMMENTS - Current Meeting:

An appointment was not made, therefore, the vacancy will be filled by Special Election at the next uniform election date, being May 4, 2019.

RESULT:	**NO ACTION TAKEN**

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:09 p.m.

.

_____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Dec 11, 2018 6:00 PM (Minutes Approval)

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 4334)

DOC ID: 4334

Subject: Action Taken Following an Executive Session - Economic Development

Background: A vote on a matter deliberated in a closed session may only be made in an open meeting that is held in compliance with the notice provisions.

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Employee Issues

COUNCIL ACTION (ID # 4335)

DOC ID: 4335

Subject: Action Taken Following an Executive Session - Police Chief

Background: A vote on a matter deliberated in a closed session may only be made in an open meeting that is held in compliance with the notice provisions.

Sec. 4.02(a) of the City Charter states ".....The Chief of Police shall be appointed by the City Manager with the approval of the City Council, for an indefinite term....".

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

Meeting: 01/08/19 06:00 PM
Department: Administration
Category: Election

ORDINANCE (ID # 4336)

DOC ID: 4336 A

Subject: General Election Order for Officers

Background: This Ordinance calls for an election to be held on May 4, 2019 for the purpose of electing three (3) City Council Members. The Ordinance states the City will contract with the Liberty County Clerk's Office for conduct of the election, spelling out various responsibilities of both parties.

Those Council Members whose terms expire in May are: Dennis Beasley, Diane Huddleston and Libby Simonson.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2019 FOR THE PURPOSE OF ELECTING THREE COUNCILMEMBERS; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

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

Section 1.

It is hereby ordered that a General Election be held in the City of Liberty, Texas on the first Saturday in May, the 4th day of May, 2019, at which election the qualified voters of the City will elect three (3) Council Members which shall hold office for a period of two (2) years, and which are all at-large positions.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and any other contracting entities shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2019 Joint Election Agreement and Election Services Contract.

Section 3.

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

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

Section 4.

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

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 22, 2019 and continuing through Tuesday, April, 30 2019. Other early voting polling locations will be described in the 2019 Joint Election Agreement and Election Services Contract. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays. The City of Liberty received approval from the U.S. Department of Justice, in a letter dated April 29, 2009, that the City's two 12-hour days of early voting be held on the last two days of this period, for all future elections beginning with the May 9, 2009 Election. Therefore, Early Voting by Personal Appearance shall be conducted for 12 hours on the last two days of the 2019 early voting period, which fall on Monday, April 29, 2019 and Tuesday, April 30, 2019.

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

Lee Chambers, Early Voting Clerk
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

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

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

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. The Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

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

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or City Secretary and the City Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or City Secretary and the City Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2018 Joint Election Agreement and Election Services Contract.

Section 8.

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

Section 9.

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

Section 10.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 8th day of January, 2019.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

2019 JOINT ELECTION AGREEMENT

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

AND

ELECTION SERVICES CONTRACT

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

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

WHEREAS Liberty Independent School District and the City of Liberty, Texas, the Local Political Subdivisions, hereinafter referred to as "the LPS" shall hold their elections on Saturday, May 4, 2019; and

WHEREAS the County Clerk/Elections Officer, Lee Chambers, hereinafter referred to as "Contracting Officer", and by authority of Section 31.092(a) of the Texas Election Code, enters into this Election Services Contract with Liberty Independent School District and the City of Liberty, Texas, the political subdivisions holding their elections on Saturday, May 4, 2019, for the conduct and supervision of said elections; and

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

THEREFORE, Liberty County and Liberty Independent School District and the City of Liberty, Texas, agree as follows:

The Liberty County Clerk's Office, under the direction of the County Clerk/Election Officer, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code as outlined in this agreement. The Liberty Independent School District and the City of Liberty, Texas, agree to pay Liberty County for equipment costs, election supplies, services and administrative costs as outlined in this agreement. The County Clerk will serve as administrator of the election, including early voting and any resulting runoff election; however, each participating authority remains responsible for the lawful conduct of its respective election.

Attachment: 2019 Election Agreement (4336 : General Election Order)

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

A. ***Early Voting.***

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. Early Voting by personal appearance for the election shall be conducted during the hours and time periods and at the locations listed in Exhibit A.

2. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the **Liberty County Courthouse Located at: 1923 Sam Houston, Rm 209, Liberty, TX 77575.**

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

1. The Contracting Officer shall appoint presiding election judges and alternate judges at the Early Voting and Election Day polling locations with input from the LPS. The Contracting Officer will appoint workers for the central accumulating station on Election Day. The Contracting Officer shall appoint a presiding judge and clerk for the Early Voting Ballot Board (EVBB). The Contracting Officer shall notify the election workers of their selection.

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

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

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

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

Attachment: 2019 Election Agreement (4336 : General Election Order)

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

G. ***Election Equipment.*** The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS. The Contracting Officer shall also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing.

H. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to Liberty County by the LPS, or the LPS shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

I. ***Election Day Activities.***

1. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall conduct Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

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

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

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

Attachment: 2019 Election Agreement (4336 : General Election Order)

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

M. ***Recount.***

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

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS requesting a recount shall reimburse the Contracting Officer for the cost of such count, which is not included in the estimate set forth in Exhibit B.

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

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

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

C. ***Ballot Information.*** The LPS shall provide the Contracting Officer with the English and Spanish translations of the propositions and/or candidate names and positions that are to appear on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Compensation for Election Workers.*** The Contracting Officer and the LPS

Attachment: 2019 Election Agreement (4336 : General Election Order)

agree that election workers will be compensated as follows:

- Presiding judges and alternate judges: $10.00/hr
  (Including members of the EVBB)
- Election clerks: $9.00/hr
- Early Voting deputies: $9.00/hr

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

B. ***Delivery Fee.***

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) and one other worker shall bring the eSlate, JBC, ePollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid $25.00 ($12.50 each) for this delivery. (The eSlate, JBC, eScan and ePollbook shall be delivered to the polling location by a member of the Contracting Officer's staff. The eScan shall be picked up and returned to the Liberty County Courthouse by a member of the Contracting Officer's staff.)

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

IV. PAYMENT

A. ***Compensation.***

1. Costs for which reimbursement is sought shall be supported by appropriate documentation. A cost estimate for election expenses is set forth in Exhibit B. The estimate assumes cost sharing between the LPS. The parties agree that this is an estimate only and the LPS is obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid by the Contracting Officer and reimbursed by the LPS.

2 Within 30 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for expenses directly attributable to the scope of work of the election, as follows: the actual expenses incurred in accordance with Section 31.100, Texas Election Code, including without limitation, the costs and expenses of the newspaper publication of the logic and accuracy testing notice only; rental of voting machines and equipment; wages and salaries of the precinct election judge, alternate judge and election clerks, members of the early voting ballot board, and central accumulating station personnel (overtime only); programming of the ballot; ballots and voting supplies; and voting machines and equipment transportation. Nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories.

B. ***Administrative Fee.*** In accordance with Section 31.100(d), the LPS shall pay the

Attachment: 2019 Election Agreement (4336 : General Election Order)

Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than $75.00).

C. ***Payment.*** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be an accurate rendering of the amount that is due.

V. GENERAL PROVISIONS

A. ***Nontransferable Functions.***

Nothing in this contract shall authorize or permit a change in:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. ***Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Liberty County, Texas and the County Auditor of Liberty County, Texas.

Attachment: 2019 Election Agreement (4336 : General Election Order)

C. ***Representatives.*** For purposes of implementing this contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the **Contracting Officer**:

Lee Chambers
Liberty County Clerk
1923 Sam Houston Rm 209
Liberty, TX 77575
Tel: (936) 336-4600, ext. 1200
Fax: (936) 334-8174
Email: coclerk@co.liberty.tx.us

For **Liberty Independent School District**:

Name:_____

Mailing Address:_____

_____

Telephone:_____

Fax:_____

Email:_____

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

Name:_____

Mailing Address:_____

_____

Telephone:_____

Fax:_____

Email:_____

Attachment: 2019 Election Agreement (4336 : General Election Order)

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

_____
Lee Chambers, Liberty County Clerk

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

_____
Signature of officer administering oath

Attachment: 2019 Election Agreement (4336 : General Election Order)

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

Liberty Independent School District

_____
_____(Title)

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

_____
Signature of officer administering oath

Attachment: 2019 Election Agreement (4336 : General Election Order)

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

City of Liberty, Texas

_____
_____(Title)

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

_____
Signature of officer administering oath

Attachment: 2019 Election Agreement (4336 : General Election Order)

Exhibit A

May 5, 2018, Joint Election between Liberty ISD and the City of Liberty

Early Voting and Election Day Polling Location

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

Voting Days and Hours of Voting

Voting Day	**Hours of Voting**
Monday, April 23	To Be Determined by LPS
Tuesday, April 24	To Be Determined by LPS
Wednesday, April 25	To Be Determined by LPS
Thursday, April 26	To Be Determined by LPS
Friday, April 27	To Be Determined by LPS
Monday, April 30	To Be Determined by LPS
Tuesday, May 1	To Be Determined by LPS
Saturday, May 5	7:00 a.m. – 7:00 p.m.

Attachment: 2019 Election Agreement (4336 : General Election Order)

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

Meeting: 01/08/19 06:00 PM
Department: Administration
Category: Election

ORDINANCE (ID # 4337)

DOC ID: 4337 A

Subject: Special Election to Fill a Vacancy on City Council

Background: This Ordinance calls for an election to be held on May 4, 2019 for the purpose of electing an individual to fill the vacancy on City Council, left by the resignation of Council Member Paul Glazener. The Ordinance states the City will contract with the Liberty County Clerk's Office for conduct of the election, spelling out various responsibilities of both parties.

There is one year left on Council Member Glazener's unexpired term.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2019 FOR THE PURPOSE OF VOTER CONSIDERATION TO FILL A VACANCY ON THE CITY COUNCIL; AUTHORIZING A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF LIBERTY, THE LIBERTY INDEPENDENT SCHOOL DISTRICT, ANY OTHER CONTRACTING ENTITIES AND THE LIBERTY COUNTY CLERK; PROVIDING FOR EARLY VOTING; PROVIDING FOR TWO TWELVE-HOUR DAYS OF EARLY VOTING; PROVIDING FOR PUBLICATION AND NOTICE OF ELECTION; ESTABLISHING OTHER PROCEDURES FOR CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

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

Section 1.

It is hereby ordered that a Special Election be held in the City of Liberty, Texas on the first Saturday in May, the 4th day of May, 2019, at which election the qualified voters of the City will consider filling a vacancy on the City Council.

Section 2.

That the election be held jointly between the City of Liberty, Liberty Independent School District, and any other contracting entities shall be conducted by the Liberty County Clerk/Election Officer as stated per the terms of the 2019 Joint Election Agreement and Election Services Contract.

Section 3.

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

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

Section 4.

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

Jack Hartel Building
318 San Jacinto Street
Liberty, Texas 77575

Early voting by personal appearance shall be conducted on weekdays beginning Monday, April 22, 2019 and continuing through Tuesday, April 30, 2019. Other early voting polling locations will be set forth in Exhibit B of the 2019 Joint Election Agreement and Election Services Contract, a copy of which is attached. As required under Section 85.005(d), Texas Election Code, early voting by personal appearance, at the early voting polling place, shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays. The City of Liberty received approval from the U.S. Department of Justice, in a letter dated April 29, 2009, that the City's two 12-hour days of early voting be held on the last two days of this period, for all future elections beginning with the May 9, 2009 Election. Therefore, Early Voting by Personal Appearance shall be conducted for 12 hours on the last two days of the 2019 early voting period, which fall on Monday, April 29, 2019 and Tuesday, April 30, 2019.

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

Lee Chambers, Early Voting Clerk
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

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

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

Section 5.

All election equipment, election supplies, and election services used to coordinate, supervise, and administer the Joint Election shall be in accordance with the provisions of the Texas Election Code. Election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling place and for Early Voting and Election Day for said election.

Section 6.

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

Section 7.

Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. The Mayor and/or City Secretary and the City Attorney are hereby authorized and directed to make any filings required by the Federal Voting Rights Act. The Mayor and/or City Secretary and the City Attorney are further authorized and directed to take any action necessary to comply with provisions of the Texas Election Code, the Federal Voting Rights Act and the terms and provisions of the 2018 Joint Election Agreement and Election Services Contract.

Section 8.

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

Section 9.

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

Section 10.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, this the 8th day of January, 2019.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

2019 JOINT ELECTION AGREEMENT

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

AND

ELECTION SERVICES CONTRACT

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

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

WHEREAS Liberty Independent School District and the City of Liberty, Texas, the Local Political Subdivisions, hereinafter referred to as "the LPS" shall hold their elections on Saturday, May 4, 2019; and

WHEREAS the County Clerk/Elections Officer, Lee Chambers, hereinafter referred to as "Contracting Officer", and by authority of Section 31.092(a) of the Texas Election Code, enters into this Election Services Contract with Liberty Independent School District and the City of Liberty, Texas, the political subdivisions holding their elections on Saturday, May 4, 2019, for the conduct and supervision of said elections; and

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

THEREFORE, Liberty County and Liberty Independent School District and the City of Liberty, Texas, agree as follows:

The Liberty County Clerk's Office, under the direction of the County Clerk/Election Officer, agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code as outlined in this agreement. The Liberty Independent School District and the City of Liberty, Texas, agree to pay Liberty County for equipment costs, election supplies, services and administrative costs as outlined in this agreement. The County Clerk will serve as administrator of the election, including early voting and any resulting runoff election; however, each participating authority remains responsible for the lawful conduct of its respective election.

Attachment: 2019 Election Agreement (4337 : Special Election Order)

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

A. ***Early Voting.***

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. Early Voting by personal appearance for the election shall be conducted during the hours and time periods and at the locations listed in Exhibit A.

2. The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the **Liberty County Courthouse Located at: 1923 Sam Houston, Rm 209, Liberty, TX 77575.**

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

1. The Contracting Officer shall appoint presiding election judges and alternate judges at the Early Voting and Election Day polling locations with input from the LPS. The Contracting Officer will appoint workers for the central accumulating station on Election Day. The Contracting Officer shall appoint a presiding judge and clerk for the Early Voting Ballot Board (EVBB). The Contracting Officer shall notify the election workers of their selection.

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

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

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

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

Attachment: 2019 Election Agreement (4337 : Special Election Order)

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

G. ***Election Equipment.*** The Contracting Officer or designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS. The Contracting Officer shall also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing.

H. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to Liberty County by the LPS, or the LPS shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

I. ***Election Day Activities.***

1. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall conduct Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

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

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

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

Attachment: 2019 Election Agreement (4337 : Special Election Order)

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

M. ***Recount.***

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

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS requesting a recount shall reimburse the Contracting Officer for the cost of such count, which is not included in the estimate set forth in Exhibit B.

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

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

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

C. ***Ballot Information.*** The LPS shall provide the Contracting Officer with the English and Spanish translations of the propositions and/or candidate names and positions that are to appear on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Compensation for Election Workers.*** The Contracting Officer and the LPS

Attachment: 2019 Election Agreement (4337 : Special Election Order)

agree that election workers will be compensated as follows:

- Presiding judges and alternate judges: $10.00/hr
  (Including members of the EVBB)
- Election clerks: $9.00/hr
- Early Voting deputies: $9.00/hr

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

B. ***Delivery Fee.***

1. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) and one other worker shall bring the eSlate, JBC, ePollbook, completed paperwork and all unused supplies back to the **Liberty County Courthouse** after the polls close on Election Night. Those returning the equipment shall be paid $25.00 ($12.50 each) for this delivery. (The eSlate, JBC, eScan and ePollbook shall be delivered to the polling location by a member of the Contracting Officer's staff. The eScan shall be picked up and returned to the Liberty County Courthouse by a member of the Contracting Officer's staff.)

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

IV. PAYMENT

A. ***Compensation.***

1. Costs for which reimbursement is sought shall be supported by appropriate documentation. A cost estimate for election expenses is set forth in Exhibit B. The estimate assumes cost sharing between the LPS. The parties agree that this is an estimate only and the LPS is obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid by the Contracting Officer and reimbursed by the LPS.

2 Within 30 days after Election Day, the Contracting Officer will submit an itemized invoice to the LPS for expenses directly attributable to the scope of work of the election, as follows: the actual expenses incurred in accordance with Section 31.100, Texas Election Code, including without limitation, the costs and expenses of the newspaper publication of the logic and accuracy testing notice only; rental of voting machines and equipment; wages and salaries of the precinct election judge, alternate judge and election clerks, members of the early voting ballot board, and central accumulating station personnel (overtime only); programming of the ballot; ballots and voting supplies; and voting machines and equipment transportation. Nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories.

B. ***Administrative Fee.*** In accordance with Section 31.100(d), the LPS shall pay the

Attachment: 2019 Election Agreement (4337 : Special Election Order)

Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than $75.00).

C. ***Payment.*** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be an accurate rendering of the amount that is due.

V. GENERAL PROVISIONS

A. ***Nontransferable Functions.***

Nothing in this contract shall authorize or permit a change in:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. ***Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Liberty County, Texas and the County Auditor of Liberty County, Texas.

Attachment: 2019 Election Agreement (4337 : Special Election Order)

C. ***Representatives.*** For purposes of implementing this contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the **Contracting Officer**:

Lee Chambers
Liberty County Clerk
1923 Sam Houston Rm 209
Liberty, TX 77575
Tel: (936) 336-4600, ext. 1200
Fax: (936) 334-8174
Email: coclerk@co.liberty.tx.us

For **Liberty Independent School District**:

Name:_____

Mailing Address:_____

_____

Telephone:_____

Fax:_____

Email:_____

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

Name:_____

Mailing Address:_____

_____

Telephone:_____

Fax:_____

Email:_____

Attachment: 2019 Election Agreement (4337 : Special Election Order)

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

_____
Lee Chambers, Liberty County Clerk

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

_____
Signature of officer administering oath

Attachment: 2019 Election Agreement (4337 : Special Election Order)

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

Liberty Independent School District

_____
_____(Title)

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

_____
Signature of officer administering oath

Attachment: 2019 Election Agreement (4337 : Special Election Order)

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

City of Liberty, Texas

_____
_____(Title)

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

_____
Signature of officer administering oath

Attachment: 2019 Election Agreement (4337 : Special Election Order)

Exhibit A

May 5, 2018, Joint Election between Liberty ISD and the City of Liberty

Early Voting and Election Day Polling Location

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

Voting Days and Hours of Voting

Voting Day	**Hours of Voting**
Monday, April 23	To Be Determined by LPS
Tuesday, April 24	To Be Determined by LPS
Wednesday, April 25	To Be Determined by LPS
Thursday, April 26	To Be Determined by LPS
Friday, April 27	To Be Determined by LPS
Monday, April 30	To Be Determined by LPS
Tuesday, May 1	To Be Determined by LPS
Saturday, May 5	7:00 a.m. – 7:00 p.m.

Attachment: 2019 Election Agreement (4337 : Special Election Order)

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

Meeting: 01/08/19 06:00 PM
Department: Administration
Category: Electric Issues

ORDINANCE (ID # 4338)

DOC ID: 4338 A

Subject: Entergy Ordinance

Background: This Ordinance authorizes municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. before the Public Utility Commission of Texas.

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 2019; 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; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE; AND 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, 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, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas or before municipalities in 2019, which may include (1) 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, and (2) various fuel cost refunds or surcharges and reconciliations;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2019, and may 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; and

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 2019.

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

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

SECTION 6. 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 8th day of January, 2019.

THE CITY OF LIBERTY, TEXAS

By: _____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

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

Meeting: 01/08/19 06:00 PM
Department: Administration
Category: Water & Wastewater Issues

ORDINANCE (ID # 4339)

DOC ID: 4339 A

Subject: Water and Sewer Line Extensions

Background: The City does not currently have an ordinance pertaining to the extension of water and sewer lines to serve an individual property or a development. The purpose of the proposed ordinance is to establish a policy for the extension of water and sanitary sewer lines for the water and sewer service connections to such extensions and establish rules governing such extensions and connections. Whether to an individual lot or a development, the owners of the property would be responsible for their pro-rata share to extend the water and/or sanitary sewer lines. Additionally, the proposed ordinance provides for the owners of lots and developments who participate in the cost of water and/or sewer line extensions to their lot or sites to be eligible for certain reimbursement of such costs, as specified herein, from the City.

Fiscal Impact: NA

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS AMENDING ARTICLE 13.03 OF THE CODE OF ORDINANCES; REGULATING WATER AND SEWER LINE EXTENSIONS; 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 Council of the City of Liberty recognizes that occasionally property owners will request the city to extend water and sewer lines; and

WHEREAS, the City Council desires to provide a means whereby water and sewer lines can be extended as needed.

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

Section 1: Article 13.03 of the Code of Ordinances of the City of Liberty is amended to add the following sections:

Water and Sewer Line Extensions

Section 13.03.003. Definitions

As used in this Section, the following terms shall have the respective meanings ascribed to them:

Boundary sewer. A sewer installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

Boundary water line. A water line, installed in a street bounding a development or faced on only one side by a development, which can also serve property not included in the development on the opposite side of the street.

Department. The water/wastewater utilities department of the city.

Development. A subdivision, as defined in the city's subdivision regulations.

Director. The director of the water/wastewater utilities department or his appointed representative.

Engineer. A professional engineer licensed by the state.

Lot. Land occupied or intended for occupancy by a main building together with its accessory buildings, and the yard and parking spaces required, and having its principal frontage upon a street as defined herein.

Owner's front footage. Owner's front footage, for purposes of determining pro rata charges to be paid by the owner of a lot for sewer service or water service and for which there will be no reimbursement, shall be determined by the owner's lot condition, as follows:

(1) *Regular lot.* A lot generally rectangular in shape. Front footage of a regular lot shall be measured along the property line facing the street.

(2) *Irregular lot.* Any lot of a nonrectangular shape, except the radial lot defined below. The frontage footage of an irregular lot shall be equal to one front foot for each one hundred twenty-five (125) square feet of lot area, but shall never exceed the maximum measured width of the lot at any depth of the lot, parallel to the street line.

(3) *Radial lot.* A lot abutting a curved street and in general having sides which are radial to the street. Front footage of a radial lot shall be measured as the chord distance at a point twenty-five (25) feet from the front property line.

(4) *Corner lot.* A lot situated on the corner of a block and having more than one side facing a street. Frontage footage shall be measured along the side of the lot to which service connection is made.

Pro rata. The charge per front foot of abutting land to be paid by the lot owner or owner of a development to aid in defraying the cost of supplying sewer service or water service (as the case may be) to their lot or site. The amount of the charge will be determined by the City Manager or his designee.

(1) *Single pro rata.* The charge based on the front footage of abutting land on only one side of the street or easement.

Street. A public thoroughfare which has been dedicated or deeded to the public for public use, which has been officially approved by the governing body of the city, and which affords the principal means of access to property abutting it.

Section 13.03.004. Purpose and scope

The purpose of this article is to establish a policy for the city for extending sanitary sewer and water lines for the sewer and water service connections to such extensions, and to establish rules governing such extensions and connections. It is not the intention of this article to obligate, and the city shall not be obligated to participate in or proceed with any construction covered by this article when funds are not available or when, in the discretion of the City Manager, the construction is not practical. It is not the intention of this article to limit the right of the city to extend sanitary sewer or water lines at its own cost and collect the charges herein set forth from the applicants for sewer or water service, and such right is herein reserved. The city shall own all sewer lines, water lines, and sanitary sewer lift stations, including service connections, constructed and accepted under the terms of this article.

Section 13.03.005. General rules for extensions

Sanitary sewer lines or water lines will be extended in the city in accordance with the following rules:

(1) *Individual lots*. Sanitary sewer and water lines of proper size will be extended by the city in its easements and streets to serve individual lots, according to the following rules:

a. A lot owner requesting the extension shall pay the City for the full cost of the extension from its place of origin to a point across the total width of the lot of the owner requesting said extension (not including the width of any street intersections or alleys) including the costs for engineering, design, materials, labor, and construction. This pro rata is reimbursable as hereinafter provided, except for the pro rata paid on the owner's front footage.

b. Should the lot owner requesting extension require a sewer or water line in excess of the size required by the city, the owner shall pay all additional costs for the oversize sewer or water line.

c. In addition to the payments specified above, the lot owner or customer must pay the appropriate service connection charges before service connections can be made.

d. No construction shall be scheduled or begun by the city until all extension charges have been paid to the city.

(2) *Developments*. The owner of a development shall pay for and install all sewer and water lines and necessary appurtenances thereto within the boundaries of the development.

The city will extend sewer or water lines of proper capacity outside the boundaries of the development to service other developments after the following applicable requirements have been satisfied:

a. The owner of the development shall pay all costs for installation of sewer or water line extensions required to extend services to the boundary of the development.

b. Should the extension involve the construction of a boundary sewer or boundary water line, the owner of the development shall pay single pro rata to the city based on the footage of the development property abutting the boundary sewer or boundary water line, as applicable.

c. Should the city require sewer or water line extensions or interior sewer or water lines larger in size than required for the development, the city shall pay for that portion of material and labor costs over and above such requirements. Also, due allowance shall be made to the owner of the development for intersections and alleys crossed, outside the development.

d. No sewer or water line extension shall be scheduled until all charges specified herein have been paid by the owner of the development to the city.

Section 13.03.006. Charges for sewer and water service

When no extension of sanitary sewer or water lines (as the case may be) is necessary to serve an applicant for service, the applicant shall pay the city single pro rata on the owner's front footage in addition to the service connection charge before connection is made to the sewer or water line. However, if the sewer or water line is within a development, or if the connection is to be made to a sewer or water line existing on the date of passage of this ordinance, only the service connection charge shall be paid.

Section 13.03.007. Reimbursement

(a) Owners of lots or developments who participate under this policy in the cost of sewer or water line extensions to their lots or sites are eligible for certain reimbursement of such cost, as specified herein, from the city. Such owners are eligible for reimbursement to be made from pro rata collected by the city from connections to the sewer extension or water line extension (as the case may be) during the period of ten (10) years after completion of the extension, according to the following rules:

(1) No reimbursement shall be made to a lot owner for the owner's front footage pro rata. No reimbursement shall be made to a development owner for the cost of sewer or water lines within the boundaries of the development.

(2) Upon written application of the owner, reimbursements shall be made once each year to cover reimbursable charges collected during the preceding fiscal year.

(3) A lot owner who paid for a sewer or water line extension, as provided for herein, shall be reimbursed by the City on a single pro rata basis from monies collected by the city for connections to the sewer extension or water line extension (as the case may be.)

(4) Owners of developments will be reimbursed the amount of pro rata collected from connections of off-site extensions (outside the development) and boundary sewers and boundary water lines for which they have made payment.

(5) An owner will never be paid more than one hundred (100) percent of the amount actually paid by such owner for extensions along frontage other than his own property. The owner will not be reimbursed for the cost of said extension along the frontage of his property.

(6) If another property owner does not connect to the extended water or sewer line within ten (10) years from its completion, the City will not reimburse the original lot owner for the extension costs. Additionally, the City is only responsible for reimbursing the original lot owner using money collected by the city from other property owners connecting to said line. Money collected by the City for connection fees will not be reimbursable to the original lot owner.

Section 13.03.008. Extensions outside of city

The city may, with specific approval of the city council, extend sewer or water service outside of the city, according to the following rules:

(1) The provisions of Article 3, with the exception of the reimbursement provisions, shall apply to sewer and water line extensions outside the city limits.

(2) Any lot owner applying for service connections to sewer or water lines extended under the terms of this Section shall pay single pro rata on the owner's front footage.

(3) All applicants for sewer or water service shall pay 1.5 times the service connection charge applicable within the city.

(4) There shall be no reimbursement for extensions outside the city.

Section 2: This Ordinance shall take effect from and after its final passage.

Section 3: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

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

Liberty, this _____ day of _____, 2018.

_____
Carl Pickett, Mayor

ATTEST:

_____
Dianne Tidwell, City Secretary

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

Meeting: 01/08/19 06:00 PM
Department: Administration
Category: Grant Issues

RESOLUTION (ID # 4340)

DOC ID: 4340 A

Subject: Sanitary sewer line extension on Hwy 146 North

Background: The City's sanitary sewer system ends on Hwy 146 North just south of Feather Trace Drive. Two local businesses have contacted the City to determine if sanitary sewer service could be provided to their property and if so, the estimated cost. The City's engineer, HR Green, has reviewed the request and determined that service could be provided to their properties at an estimated cost of $464,200, which includes engineering fees. Approximately 2,000 feet of the estimated 3,000 feet sanitary sewer line extension would most likely not serve the adjacent properties. The remaining half would extend across the front of the properties owned by the two businesses. One of the businesses, PLC Construction, has begun construction of a new building. PLC has agreed to participate in the cost to extend the line to the north side of their property. The estimated cost to PLC would be $84,200. Although the second business has not confirmed their intentions to participate at this time, a line extension ordinance has been prepared and is anticipated to be approved by City Council in January 2019. The line extension policy would require an entity who wishes to tap into a line extension, pay their pro rata share for the line extension. In this instance, the cost would be approximately $80,000 for the second business to tap into the sanitary sewer line.

Fiscal Impact: The cost to LCDC for the installation of approximately 1,935 feet of sanitary sewer line is estimated at $300,000.

A Resolution by the City Council of Liberty, Texas; Said Resolution Authorizing an Award and Disbursement of Liberty Community Development Corporation Funds for an Economic Development Grant to PLC Construction, Inc.

WHEREAS, The City Council of Liberty, Texas has carefully reviewed the economic development request from PLC Construction, Inc. (hereinafter referred to as the Grant Recipient); and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the attached Grant Agreement, by and between the Liberty Community Development Corporation (hereinafter referred to as the LCDC) and the Grant Recipient, shall control performance levels associated with this grant; and

WHEREAS, said Grant Agreement is hereby attached, incorporated into and made a permanent portion of this Resolution; and

WHEREAS, the LCDC Board of Directors has reviewed the subject grant request and has approved same; and

WHEREAS, the LCDC Board of Directors now requests final adoption and authorization by the Liberty City Council; and

WHEREAS, the dollar amount of this grant award shall be approximately Three Hundred Eighty Thousand Dollars and No Cents ($380,000.00); said amount being funded by the LCDC; and

WHEREAS, the subject Resolution, shall be adopted subsequent to two (2) public readings of said Resolution before the Liberty City Council.

NOW, THEREFORE, Be It Resolved by the City Council of Liberty, Texas that:

(1) This Resolution has been read aloud at a meeting of the Liberty City Council on two separate occasions prior to passage.

(2) The Liberty City Council hereby authorizes the LCDC to award an economic development grant funding the installation of sanitary sewer service to the Grant Recipient's property in the approximate amount of Three Hundred Eighty Thousand Dollars and No Cents ($380,000.00) to the Grant Recipient.

(3) The Grant Agreement, herein attached, shall control performance levels associated with the subject grant.

(4) The Executive Director of the LCDC shall secure the timely and appropriate execution of the Grant Agreement and shall deliver a fully executed original document to the City of Liberty's Director of Finance.

(5) Upon receipt of the fully executed original document, the City's Director of Finance is hereby authorized and instructed to produce and deliver the appropriate grant payment to the Grant Recipient.

(6) A sixty (60) day waiting period for payments against this grant is hereby established with said waiting period to commence upon the date of the LCDC's first public hearing.

PASSED AND APPROVED, this the _____ day of _____.

CITY OF LIBERTY, TEXAS

_____

Carl Pickett, Mayor

ATTEST:

_____

City Secretary

GRANT AGREEMENT FOR BUSINESS AND COMMERCIAL DEVELOPMENT

This Agreement is made by and between the Liberty Community Development Corporation (sometimes hereinafter referred to as LCDC), a nonprofit corporation organized under the authority of the Development Corporation Act and the Texas Constitution, Article III, Section 51-a, acting by and through its duly constituted board of directors, and PLC Construction, Inc. (sometimes hereinafter referred to as "PLC ").

LCDC has as its primary purpose the creation of programs and the making of loans and grants of public money for development and diversification of the economy of the City of Liberty, Texas. Among its specific purposes are to undertake projects for developing facilities to promote new business development and commercial and business related improvements.

PLC owns acreage located on Highway 146 North inside the City of Liberty, Texas (the "Property"). PLC currently owns and operates a construction and engineering company inside the City of Liberty. PLC plans on building a new facility with offices and a warehouse on the Property. Upon reaching maximum capacity PLC should employ a minimum of 40 employees. This project ("the Project") is one of significant economic consequence to the City of Liberty, with the expectation of its being an event of causative effect with regard to the generation of additional job opportunities and economic growth within the City.

The Property does not currently have access to the City's sewer system. In order to build the new facility a sewer line will have to be extended approximately 3,000 feet to the Property. It is anticipated that this sewer line extension to the northern boundary of the PLC property will cost roughly $464,200.00. According to the City of Liberty's ordinances the developer would typically be responsible for paying to have the utility line extended to and across their property.

Attachment: PLC Performance Agreement (4340 : Grant - PLC Construction)

Therefore, PLC would be responsible for paying the full price to extend the sewer line from its current location to PLC's northern property border.

In exchange for various considerations outlined below, the LCDC, pursuant to its authority and in pursuit of its goals, is willing to pay for the installation of said sewer line to the southern boundary of PLC's property. Therefore, LCDC shall pay approximately $380,000.00 of the total $464,200 estimated cost to run the sewer line. PLC agrees to pay $84,200 for the cost to extend the sewer line from the southern boundary of PLC's property to the northern boundary of PLC's property.

PLC, in consideration of LCDC's grant, promises to undertake and complete the Project subject to the following terms:

1) PLC shall obtain a building permit from the City of Liberty for the construction of an office and warehouse facility.

2) PLC shall pay the City of Liberty for the cost of extending the sewer line from the southern boundary of PLC's property to the northern boundary of PLC's property.

3) After PLC has obtained its building permit for construction of the office and warehouse facility on the Property and paid the City of Liberty $84,200.00, for the cost of extending the sewer line to PLC's northern boundary, the Liberty Community Development Corporation agrees to pay the City of Liberty approximately $380,000.00 for the cost to install the sewer line from its current location to the southern boundary of PLC's property. The City of Liberty will then extend the sewer line to the northern boundary of PLC's property. PLC understands and acknowledges that the LCDC, in conjunction with the City of Liberty, shall install the sewer line in whatever fashion the entities deem appropriate.

Attachment: PLC Performance Agreement (4340 : Grant - PLC Construction)

4) Should any other future property owner connect to that portion of the extended sewer line PLC acknowledges that the LCDC shall receive the line extension fee from said future customer instead of PLC.

Moreover, funding of the grant shall be conditioned on the occurrences of the following matters.

1. The City Council of the City of Liberty shall have timely approved the project, including the grant.
2. LCDC shall have successfully completed all procedural legal requirements to be authorized to make the grant, at least one of which being not in the control of LCDC, i.e.: the possibility of an election in which an objection to the grant is approved by the public; however the LCDC does not guarantee and shall not be liable for damages in the event the legal procedural requirements are not successfully completed for whatever reason.
3. PLC shall be able to evidence ownership of the real estate and premises.
4. PLC shall have three (3) years from the date of this agreement to construct a new office and warehouse facility on the Property that is at least 20,000 square feet in size.

None of the grant funds shall be used for any purpose whatsoever except the above referenced Project, which must be located within the city limits of the City of Liberty on the site described hereinabove.

PLC further agrees that after the LCDC has expended the grant funds on the Project any one of the following events shall be a breach of this Agreement and shall obligate it to immediately reimburse the LCDC $380,000:

A) Any obligation stated in this agreement is not performed or is violated by PLC.

Attachment: PLC Performance Agreement (4340 : Grant - PLC Construction)

B) The Project is not completed, completion being described hereinabove.

C) The grant is found to be void or voidable for whatever reason, either by court decree or order or settlement of a claim related thereto which LCDC in its sole discretion or judgment, chooses to enter.

Should PLC breach this agreement, PLC shall be liable to the LCDC for any and all damages allowed by law, including but not limited to attorney's fees.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

This Agreement shall be construed and governed by the laws of the State of Texas, and shall be performable in Liberty County, Texas.

This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between parties shall be null and void.

This Agreement may be executed in multiple counterparts.

Signed this _____ day of _____, 2019.

Attachment: PLC Performance Agreement (4340 : Grant - PLC Construction)

LIBERTY COMMUNITY
DEVELOPMENT CORPORATION

By: _____
Dennis Beasley, President

PLC CONSTRUCTION, INC.

By: _____
Eddie Presnull

THE STATE OF TEXAS
COUNTY OF LIBERTY

This instrument was acknowledged before me on this ____ day of _____, 20___, by _____.

_____
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF LIBERTY

This instrument was acknowledged before me on this ____ day of _____, 20___, by _____.

_____
Notary Public, State of Texas

Attachment: PLC Performance Agreement (4340 : Grant - PLC Construction)

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

Meeting: 01/08/19 06:00 PM
Department: Administration
Category: Miscellaneous Issues

RESOLUTION (ID # 4341)

DOC ID: 4341 A

Subject: Levee Repair Project

Background: The north side of the Main B Levee experienced minor slope failures during Hurricane Harvey from Bowie Street to the west approximately 400 feet. When the project was first presented to FEMA the estimated cost of construction was $120,000. Since this is considered a large project by FEMA, the City is required to prepare bid documents (plans and specifications). The bid documents were recently completed, and the engineer's opinion of probable cost is $221,000 with a 15% contingency of $28,830. FEMA has authorized a payment to the City in the amount of $119,377. The estimated cost to complete construction and pay the engineers is $193,362.68. Although FEMA has indicated the remaining cost to construct the project and engineer's fees will be paid by FEMA at completion of construction, interim funding will be required. Additionally, a ten (10) percent match will be required in accordance with FEMA guidelines.

Fiscal Impact: LCDC will provide interim funding in the amount of $193,362.68 and be responsible for the 10% match or $31,274.

A Resolution by the City Council of Liberty, Texas; Said Resolution Authorizing an Award and Disbursement of Liberty Community Development Corporation Funds for Repairs to the Main B Levee

WHEREAS, The City Council of Liberty, Texas has carefully reviewed the proposed Main B Levee repair project; and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the LCDC Board of Directors has reviewed the subject Levee Repair Project and has approved same; and

WHEREAS, the LCDC Board of Directors now requests final adoption and authorization by the Liberty City Council; and

WHEREAS, the north side of the Main B Levee experienced minor slope failures during Hurricane Harvey from Bowie Street to the west approximately four hundred (400) feet; and

WHEREAS, the Main B Levee Repair project would repair the slope failures; and

WHEREAS, the initial dollar amount of this project shall be approximately One Hundred Ninety-Three Thousand Three Hundred Sixty-Two Dollars and 68 Cents ($193,362.68); said amount being funded by the LCDC; and

WHEREAS, FEMA may reimburse the LCDC for most of this expense, with the LCDC then

only being responsible for a 10% match of the grant funds in the amount of $31,274.00; and

WHEREAS, the subject Resolution, shall be adopted subsequent to two (2) public readings of said Resolution before the Liberty City Council.

NOW, THEREFORE, Be It Resolved by the City Council of Liberty, Texas that:

(1) This Resolution has been read aloud at a meeting of the Liberty City Council on two separate occasions prior to passage.

(2) The Liberty City Council hereby authorizes the LCDC to fund the Main B Levee repair project in the amount of approximately One Hundred Ninety-Three Thousand Three Hundred Sixty-Two Dollars and 68 cents ($193,362.68) with the understanding that FEMA may reimburse the LCDC for a portion of the project costs.

(3) The City's Director of Finance is hereby authorized and instructed to produce and deliver the appropriate payments for the project.

(4) A sixty (60) day waiting period for payments against this project is hereby established with said waiting period to commence upon the date of the LCDC's first public hearing.

PASSED AND APPROVED, this the _____ day of _____.

CITY OF LIBERTY, TEXAS

_____

Carl Pickett, Mayor

ATTEST:

_____

City Secretary

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

Meeting: 01/08/19 06:00 PM
Department: Administration
Category: Miscellaneous Issues

RESOLUTION (ID # 4342) DOC ID: 4342 A

Subject: Tractor and Slope Mower

Background: The Liberty Municipal Park has drainage ditches they are unable to maintained due to the depth and width of the ditch. Currently, the City does not have a tractor with mower capable of removing vegetation along the slope of the ditches. A quote has been received for a tractor and slope mower capable of mowing the ditches at the Park. The cost of the tractor and mower is $155,447.40. The FY 2020 Street Department budget includes $31,000 for the purchase of a tractor and tail mower. It is proposed that The Street Department and LCDC fund $31,717 and $123,730.40, respectively, toward the purchase of the tractor and slope mower.

Fiscal Impact: The LCDC would fund $123,730.40 toward the purchase of the tractor and slope mower.

A Resolution by the City Council of Liberty, Texas; Said Resolution Authorizing an Award and Disbursement of Liberty Community Development Corporation Funds for the Purchase of a Tractor and Slope Mower for use at the Liberty Municipal Park

WHEREAS, The City Council of Liberty, Texas has carefully reviewed the proposed tractor and slope mower project; and

WHEREAS, the injection of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation; and

WHEREAS, the LCDC Board of Directors has reviewed the subject Tractor and Slope Mower Project and has approved same; and

WHEREAS, the LCDC Board of Directors now requests final adoption and authorization by the Liberty City Council; and

WHEREAS, the Liberty Municipal Park has drainage ditches they are unable to maintain due to the depth and width of the ditch; and

WHEREAS, the purchase of a tractor and slope mower would enable the city to maintain said ditches at its parks; and

WHEREAS, the cost of a tractor and slope mower is $155,447.40; and

WHEREAS, the City's Street Department is contributing $31,717.00 towards the purchase of the tractor and slope mower; and

WHEREAS, the LCDC would then need to fund $123,730.40 towards the purchase of the tractor and slope mower; and

WHEREAS, the subject Resolution, shall be adopted subsequent to two (2) public readings of said Resolution before the Liberty City Council.

NOW, THEREFORE, Be It Resolved by the City Council of Liberty, Texas that:

(1) This Resolution has been read aloud at a meeting of the Liberty City Council on two separate occasions prior to passage.

(2) The Liberty City Council hereby authorizes the LCDC to contribute $123,730.40 to help fund the purchase of a tractor and slope mower for use at the City's parks.

(3) The City's Director of Finance is hereby authorized and instructed to produce and deliver the appropriate payments for the project.

(4) A sixty (60) day waiting period for payments against this project is hereby established with said waiting period to commence upon the date of the LCDC's first public hearing.

PASSED AND APPROVED, this the _____ day of _____.

CITY OF LIBERTY, TEXAS

_____

Carl Pickett, Mayor

ATTEST:

_____

City Secretary

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Miscellaneous Expenditures

COUNCIL ACTION (ID # 4343)

DOC ID: 4343

Subject: Cambridge Fund & Projects

Background: A PowerPoint presentation will be made reviewing the Cambridge Fund and proposed projects.

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Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND DISTRIBUTIONS

October 2013	$ 352,200.00
November 2013	$ 193,628.82*
July 2014	$ 1,500,000.00
May 2015	$ 4,000,000.00
October 2015	$ 4,000,000.00
April 2016	$ 2,500,000.00
November 2016	$ 2,000,000.00
May 2017	$ 1,566,666.66
September 2017	$ 1,000,000.00
February 2018	$ 2,666,666.66
December 2018	$ 3,000,000.00
Total Distribution	$22,779,162.14

- *Distribution was used to buydown electric rates

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND ALLOCATIONS

Completed Electric Projects	Expended
Forest Hills	$ 147,462.61
Ridgewood	$ 109,609.52
Tree Top Terrace	$ 114,201.01
Beaumont Feeder 3	$ 220,719.65
Layl Drive	$ 120,635.55
Knife Blade Replacement	$ 147,851.40
Beaumont Feeder 2	$ 206,967.39
Transformers	$ 88,576.00
Double Circuit	$ 170,620.53
Beaumont Feeder 4	$ 343,282.43
Beaumont Feeder 5	$ 316,356.65
Beaumont Feeder 6	$ 438,533.45
Other Electric Projects	$ 71,500.00
Total	$2,496,316.19

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND ALLOCATIONS

Ongoing Electric Projects	Budget
Regency Place	$ 279,040.00
Travis Park	$ 380,505.00
Pine Place	$ 46,953.00
Whittington	$ 206,725.00
Featherstone	$ 105,920.00
Live Front Transformer	$ 323,456.00
Beaumont 3 Laterals	$ 182,325.00
UG Primary	$ 250,000.00
OH Platform Racks	$ 91,450.00
Total	$1,866,374.00

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND ALLOCATIONS

Other	Expended
Library	$ 400,000.00
Playground	$ 83,363.55
Sanitary Sewer	$1,301,293.00
Hurricane	$1,213,236.26
Backhoe	$ 89,504.00
Gradall	$ 291,000.00
Brush Truck	$ 40,183.57
Total	$3,418,580.38

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND SUMMARY

• Distributions	$22,779,162.14
• Electric Buy-Down	($ 193,628.82)
• Electric Expenditures	($ 2,496,316.19)
• Electric Allocations	($ 1,866,374.00)
• Other Expenditures	($ 3,418,580.38)
• Interest	$ 293,651.16
• Fund Balance	$ 15,097,913.91

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND PROPOSED ALLOCATIONS

Proposed Electric Projects	Budget
Beaumont Lateral 2	$ 414,250.00
Beaumont Lateral 4	$ 308,340.00
Beaumont Lateral 5	$ 764,160.00
Liberty Lateral 1	$ 345,880.00
Liberty Lateral 3	$ 371,350.00
Street Lighting Replacement	$ 155,000.00
Total	$2,358,980.00

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND PROPOSED ALLOCATIONS

Other Projects	Budget
HVAC/Lighting	$225,000.00
City Hall Generator	$ 75,000.00
City Hall Upgrades	$100,000.00
Street Sweeper	$260,000.00
Total	$660,000.00

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

CAMBRIDGE FUND BALANCE

- Beginning Fund Balance $15,097,913.91
- Proposed Electric Budget ($ 2,358,980.00)
- Proposed Other Budget ($ 660,000.00)
- Ending Fund Balance $ 12,078,933.91

Attachment: Cambridge Fund Summary PP (4343 : Various Project-Cambridge Funds)

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Park Issues

COUNCIL ACTION (ID # 4344)

DOC ID: 4344

Subject: Lease of Ball Fields at Liberty Municipal Park.

Background: During the December 11, 2018, meeting, City Council approved a lease agreement with the Liberty Youth Baseball Association (LYBA). LYBA currently leases all but two of the softball fields from February 1st to July 31st and two of the concession stands all year. Due to the popularity of fall ball, LYBA is expanding their season to encompass more of the year. Prior to approval of the agreement by the LYBA Board of Directors, they requested several clarifications to the agreement. The proposed clarifications include the number of fields to be leased, the monthly cost to rent the fields, mowing of the outfields at least once per week by the City, the rate they may charge when subletting the fields, rental fees for National Tournaments, and the responsibility for major repairs. Since there are numerous proposed changes to the agreement, it was considered appropriate for City Council to approve those clarifications. A copy of the revised lease agreement is enclosed.

Fiscal Impact: None

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LYBA PARK USE CONTRACT

This contract is executed by the CITY OF LIBERTY, TEXAS ("CITY"), and the LIBERTY YOUTH BASEBALL ASSOCIATION ("LYBA"), acting by and through its duly authorized President. The consideration for the execution of this contract is the benefits accruing to each party under the terms of this document.

1.

The purpose for this contract is to provide for the rental, use, care and maintenance of baseball/softball facilities owned by the CITY including sports fields, concession stands, and restrooms. Under this agreement the CITY is leasing to LYBA the use of four (4) baseball fields, four (4) softball fields, three (3) t-ball fields, and three (3) concession stands.

2.

This contract shall be for the period commencing January 1, 2019, through December 31, 2019. LYBA shall submit a request for renewal to the CITY at least (45) days prior to the expiration of this contract.

3.

The following obligations are those of LYBA during the term of this contract. LYBA shall:

a. LYBA shall pay the CITY a monthly fee of $1,620 by the first of each month for use of the fields as specified in this agreement.

b. Provide all labor and equipment needed for field area maintenance.

c. LYBA shall be responsible for ensuring that the fields and surrounding areas are kept in a clean and orderly manner. The CITY encourages LYBA to adopt rules or policies to require individual teams to police and clean up their respective areas following each game. In this way, those who leave trash will be obligated to pick it up before leaving, and hopefully this will encourage the proper disposal of trash.

Attachment: LYBA Agreement (4344 : Lease of Baseball Fields)

d. Provide concession stand equipment and inventory as LYBA may elect. LYBA shall pay all expenses with respect to utilization of the concession stands. Likewise, all profits shall be the sole property of LYBA. LYBA shall bear the loss of any of its equipment and/or inventory. LYBA shall clean the inside of the concession stands after each use.

e. LYBA shall have the authority to use the concession stands for sales at other events that may be scheduled and supervised by LYBA. LYBA shall have authority to sublease the concession stand for other events, provided that said sublease is not for an amount of money greater than $40.00 per four (4) hour rental time. At such times, it shall be the obligation of LYBA to clean up the concession stand areas, and if the event held is under the authority or auspices of LYBA, then the other terms and provisions of this contract shall apply to such events.

f. Close and lock the facilities when any function extends later than any designated City closing time for the park.

g. Turn off the lights at all fields, concession stands, and restrooms prior to leaving the park. LYBA is also responsible for ensuring that all lights are turned off and facilities are locked when they sublease the facilities to other groups.

h. Account to the CITY for all keys to facilities. This is to avoid unauthorized access and unauthorized use of keys.

i. Scheduling use of the facilities shall be handled by LYBA. LYBA will make fields available to all interested parties providing there is not a conflict with a LYBA scheduled event. LYBA shall be allowed to charge said interested parties for the sublease at the same hourly rates set forth in

Attachment: LYBA Agreement (4344 : Lease of Baseball Fields)

CITY's master fee schedule. The CITY will be provided and have a schedule of events and uses, including scheduling contact person with LYBA available at the City Hall, so that information may be available to the public on available times for the facilities. The CITY and LYBA shall cooperate so as to have complete schedules available at all times. Should there be scheduling or other conflicts that cannot be resolved between LYBA and any other party, the City Manager's office will resolve the conflict and his/her decision will be final.

j. LYBA shall have no authority to make any additions or alterations to the facilities without the prior written consent and authorization of the CITY. All improvements and additions made at the park shall become a part of the park where made and shall be the property of the CITY.

k. Properly turning off and locking of electrical boxes.

l. LYBA shall be responsible for maintaining and repairing all batting cages installed at the park.

m. Provide mowers, tillers, sprinklers, water hoses, rakes, shovels and tools necessary for the proper care and maintenance of the ballpark facilities.

n. Maintain in force during LYBA's use of all or any part of the designated facilities insurance covering the participants involved in LYBA league play.

o. In the event this contract is not renewed, LYBA shall remove all its equipment, advertising signs and supplies within thirty (30) days of expiration of this contract.

Attachment: LYBA Agreement (4344 : Lease of Baseball Fields)

4.

LYBA shall have the authority to place or cause to be placed advertising signs along the outfield fences of all ball fields. Such signs shall be neatly painted and maintained and shall be a standard size as established by the City Manager. These signs shall be erected pursuant to the directions and specifications of the City Manager. All signs must be pre-approved by the City Manager. All advertising revenues received by LYBA from the erection of the signs shall be used by LYBA to promote and carry out LYBA activities.

5.

The following obligations are those of the CITY during the term of this contract. The City shall:

a. Clean the restrooms on a routine schedule.

b. Provide trash/garbage barrels to be located at such intervals and in such locations as the CITY may elect on the facilities in order to encourage proper trash disposal. CITY shall be responsible for emptying the trash receptacles on a routine basis.

c. The CITY provides all maintenance outside of the baseball/softball/t-ball diamond fenced area.

d. The CITY shall mow and trim the baseball/softball/t-ball fields a minimum of once per week, when needed.

e. CITY shall maintain the parks lights and shall repair or replace same when needed.

6.

CITY and LYBA shall discuss any future repairs or improvements to the facilities at the park on a case by case basis.

7.

This contract shall be administered by the City Manager, who shall report from time to time to the City Council. In the event of breach of this contract by LYBA, the CITY

Attachment: LYBA Agreement (4344 : Lease of Baseball Fields)

shall have the unilateral authority, at any time, after ninety (90) days prior written notice to the President of LYBA, to terminate this contract in its entirety, whereupon LYBA shall have no further right or privilege to the use, possession or occupancy of the designated facilities, and shall promptly remove all of its inventory and equipment there from, including all advertising signs.

8.

Should any part of this contract conflict with a statute, rule or regulation (including those applicable through the Texas Parks and Wildlife Department), such statues, rules and regulations shall prevail.

9.

LYBA SHALL INDEMNIFY AND HOLD THE CITY OF LIBERTY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING OUT OF OR INCIDENTAL TO LYBA'S USE OF THE PROPERTIES THE SUBJECT OF THIS CONTRACT DURING ACTIVE LEAGUE PLAY. SUCH INDEMNITY SHALL EXTEND TO AND INCLUDE THE PAYMENT OF THE CITY'S ATTORNEY'S FEES AND COSTS AS THEY ARE INCURRED BY THE CITY.

EXECUTED IN DUPLICATE ORIGINALS and shall be effective after it is signed by both the CITY and LYBA.

CITY OF LIBERTY, TEXAS

By: _____

Carl Pickett, Mayor

SIGNED _____, 2019

ATTEST:

_____

Dianne Tidwell, City Secretary

Attachment: LYBA Agreement (4344 : Lease of Baseball Fields)

LIBERTY YOUTH BASEBALL ASSOC.

By: _____
President

SIGNED _____, 2019

ATTEST:

_____

Secretary

Attachment: LYBA Agreement (4344 : Lease of Baseball Fields)

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

Meeting: 01/08/19 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION (ID # 4345)

DOC ID: 4345

Subject: Action Taken Following an Executive Session - Electric Dept.

Background: A vote on a matter deliberated in a closed session may only be made in an open meeting that is held in compliance with the notice provisions.

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