



The City of Liberty City Council

Regular Meeting

~ Agenda ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, June 8, 2021

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 ProTem Diane Driggers	☐	☐	☐	
Council Member Dennis Beasley	☐	☐	☐	
Council Member Libby Simonson	☐	☐	☐	
Council Member David Arnold	☐	☐	☐	
Council Member Chipper Smith	☐	☐	☐	
Council Member Neal Thornton	☐	☐	☐	

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 # 5094)

Mr. Ron Cox will provide City Council a high-level overview presentation of the City's Strategic and Implementation Plans.

- Liberty- Report and Strategic Plan 3-16-21 (v4) (DOC)
- Liberty-Implementation Plan 3-31-21 (V2) (DOCX)

B. Information Item (ID # 5103)

City Manager's Report - City Manager Tom Warner - Topics include WCID #5 Main B, CDBG Mitigation, COVID-19, Citywide Outage, Splash Pad, and National Flood Insurance Program (NFIP).

- City Manager's Report June 8 2021 (DOCX)

C. Information Item (ID # 5104)

Finance Report - Assistant City Manager / CFO - Naomi Herrington

D. Information Item (ID # 5107)

Department Reports

- Code Enforcement Monthly Report- May '21 (PDF)
- Fire Department - May (PDF)
- Golf Course Monthly Report (May 2021) (PDF)
- Inspections Monthly Report - May (PDF)
- Library - May Report (PDF)
- Police Department - May (PDF)
- Public Works May 2021 (DOCX)
- CITY OF LIBERTY CONSTRUCTION MONTHLY REPORT _May 2021 (DOCX)

E. Information Item (ID # 5106)

Sam Rayburn Municipal Power Agency - Mayor Pickett

F. Information Item (ID # 5105)

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, May 11, 2021

B. Resolution 2021-28

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RATIFYING THE LIBERTY MUNICIPAL LIBRARY'S VOTER REGISTRATION PLAN.

- EXHIBIT A - Texas Elections Code (PDF)
- EXHIBIT B - Voter Registration Plan (DOCX)

C. Resolution 2021-29

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE PURCHASE OF THREE (3) LIBERTY POLICE DEPARTMENT VEHICLES.

- patrol vehicle quote (PDF)

D. Resolution 2021-30

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO RECORD STREET AND SANITARY SEWER PRESCRIPTIVE EASEMENTS.

- Road Easement Main & Monta (PDF)
- Sanitary Sewer Easement 1000 Block N Main Fuel Max (PDF)

VII. REGULAR AGENDA**A. Regular Session****1. Information Item (ID # 5117)**

Mr. Jesse DeWayne Lopez and Mrs. Paula Lopez will address the Council regarding the Lawn Maintenance contract for Various City Properties and Highway 90 Median.

- Lopez Request for Placement on Agenda (PDF)

2. Public Hearing (ID # 5108)

Conduct a Public Hearing on the 2020 Drinking Water Consumer Confidence Report (CCR).

- CCR Mail 2020 (DOCX)

3. Resolution 2021-31

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE AGREEMENT WITH WJE FOR PROFESSIONAL SERVICES.

- Library Enclosure Repair Agreement WJE June 8 2011 (PDF)

4. Resolution 2021-32

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH CHAMBERS COUNTY FOR FLOOD PROTECTION PLANNING FOR WATERSHEDS.

- Liberty Chambers Flood Protection Planning Project June 8 2021 (PDF)
- Liberty Chambers Flood Protection Planning Interlocal Agreement June 8 2021 (PDF)

5. Resolution 2021-33

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY LINE AGREEMENT WITH LIBERTY COUNTY.

- Interlocal Agreement with County for sewer extension project for sheriffs department (DOCX)

6. Resolution 2021-34

Consider a resolution waiving the permit fees for the Liberty County Sheriff's Office and Annex.

7. Resolution 2021-35

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS,

RATIFYING THE CITY MANAGER'S APPROVAL OF CHANGE ORDER NUMBER 1 RELATED TO THE WASTEWATER TREATMENT PLAN PROJECT.

B. Work Session

1. Information Item (ID # 5120)

Discussion regarding Golf Course

C. Executive Session

Tx. 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 appointments to the Liberty Community Development Corporation Board of Directors.
- Discussion of appointments to the City of Liberty Planning and Zoning Commission.

D. Reconvene into Regular Session

1. Council Action 2021-16

Consider appointments to the Liberty Community Development Corporation Board of Directors, as discussed in the Executive Session.

2. Council Action 2021-17

Consider appointments to the Planning and Zoning Commission Board of Directors, 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 June, 2021 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.

April Gilliland

April Gilliland, 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 _____, 2020.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Presentations

INFORMATION ITEM (ID # 5094)

DOC ID: 5094

Department: Administration

Subject: Strategic and Implementation Plans

Background: On March 16th and March 31st, Mr. Ron Cox meet with City Council to prepare a governance philosophy for City Council and to develop a strategic plan for the City with short- and long-term goals. The result of these meetings resulted in the development of strategic and implementation plans for the City. The Strategic Plan identifies area of emphasis by City Council and Staff in the areas of Governance, Infrastructure, Quality of Life, Economic Development and Organizational Excellence. Each area of emphasis identifies a guiding principle and then an initiative to achieve the guiding principle. The Implementation Plan identifies the Strategic Initiative, Goals, Action Steps, Timeline and Lead Person(s) for each initiative. A copy of the Strategic and Implementation Plans are enclosed.

Funding Source: N/A

Staff Recommendation: Staff recommend acceptance of the Strategic and Implementation Plans.



Report and Strategic Plan

**Adopted
May 11, 2021**

**Prepared and Facilitated
By
Ron Cox Consulting**



REPORT AND STRATEGIC PLAN COUNCIL/STAFF RETREAT

CITY OF LIBERTY

March 16 and 31, 2021

Introduction

On March 16 and 31, 2021, the Mayor, City Council and staff of the City of Liberty met for a retreat planning session. The purpose of this meeting was twofold.

- Prepare a governance philosophy for the City Council and staff. Included in that is identifying key elements of the Council's vision and mission for Liberty.
- Develop strategic plan for the city with short term and long term strategies and goals.

The Mayor, Council and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

Governance

In their March 16, 2021 session, the Council established the basics of their governance model. The intent in these discussions was to be more specific about the overall vision and mission for the City. The Council participated in discussions about their role, together and their leadership responsibilities. The elements of a strong governance model are having and following clear vision and mission, establishing leadership and communications philosophies, and identifying the expectations of each other as City

Council members, and the City staff and of identifying and recognizing the expectations has staff of the City Council.

The key elements of the Governance Philosophy are leadership, communication and understanding and defining expectations. These define how the team will function together. Visioning and planning are the key elements that define what the strategies and goals are for the City of Liberty and what they will be to ensure the vision is ultimately attained.

Governance Model

The governance model first begins with leadership. Each member of the Council asked to provide input into how they will lead, communicate and a defining of expectations for themselves and staff.

The facilitator began the process by asking each of the members why they ran and serve on the City Council. They responded as follows:

Mayor and Council members serve ...

- To give back to the community.
- For public service.
- Have a background and experience to contribute.
- To leave Liberty better than we found it.
- Have something to offer.

The facilitator then asked the members to describe the attributes they have that will contribute to the work of the Council.

Mayor and Council have the following attributes ...

- Financial background.
- Business experience.
- School experience – providing experience with the public.
- Being a leader as opposed to a politician – not democrats or republicans, just a citizen of Liberty.
- Focus on common sense and logic.
- Management experience – with employees, customers and finances.

The Mayor and Council of the City of Liberty will lead by ...

- Being a leader not a politician.
- Being a servant to others...
 - Willing to be the example.

- Willing to be in the field alongside others.
- Listening
- Treating others like you want to be treated.
- Being willing to make difficult decisions.
- Knowing when to agree to disagree and move on.
- Being honest and candid.
- Being transparent.
- Having and being open to new ideas.
- Willing to look at the horizon (outward rather than inward).
- Being courageous.
- Not taking offense at others (don't take disagreement personally)

The Mayor and Council of the City of Liberty will communicate by ...

- Listening
 - Broadcast less and receive more.
 - Before forming an opinion.
 - Then making good decisions.
- Being positive in your communication methods.
 - Nonverbally and verbally.
- Being present physically and emotionally.
- Following the Open Meetings Act requirements.
- Following the chain-of-command.
 - City Manager first.
 - If inquiries are made to let the City Manager know.
- Relay information with positive reinforcement.
- Be respectful.
- Do not interrupt.
- Be complimentary.

The Mayor and Council of the City of Liberty expect the following of each other ...

- To have mutual respect.
- To know and understand their opinion.
- To do what is best for the city – not the individual.
- Don't be influenced by the few – represent all.
- Have an “authoritative calm.”
- Be courteous.
- Be civil.

The Mayor and Council of the City of Liberty expect the following of the staff ...

- Be responsive to the citizens.
- Do your job.
- Project a positive image for the City.

- Be courteous to all.
- Act with professionalism.
- Don't be confrontational.
- Work as a team – with each other and with Council.
- Feel free to provide their opinion.

The staff expects the following of the Mayor and Council of the City of Liberty (as defined by the City Council) ...

- Provide them with support
 - Tools and equipment.
 - Funds.
 - Time.
 - Training.
- Listen to the staff.
- Value staff's opinions.
- Be sensitive to their concerns.
- Respond and listen to their concerns.
- Provide a positive work environment.

Vision and Mission

The Council discussed the elements vision they have for Liberty. Currently, there are no Vision or Mission Statements. So, the Mayor, Council prepared a list of key elements they believe make up the vision for the City. This list will be consolidated into a series of key bullet items. From those key items, a draft Vision Statements can be developed by staff and presented to the Mayor and City Council.

Vision Elements

These elements were discussed and are presented in no particular order of priority. It was noted that in reviewing the Vision Statement from the Comprehensive Plan, these key vision elements are consistent with and embodied in the Vision Statement.

- Maintain the small-town quality of life.
 - Cohesive
 - Look out for one another
 - Be accessible to one another
 - Feel safe
- Be a clean city
- Have pride in our city
- Innovative

Vision Statement

The Mayor and Council reviewed the Vision Statement as presented in the Comprehensive Plan. The Vision statement was broken down into key elements and reviewed against the key elements as stated by the City Council. They agreed that although a long statement it was still reflective of the vision as they see it, and it should be reviewed and amended as the Comprehensive Plan is amended in the next year.

The Vision Statement is presented as follows (with suggested wording changes in red).

It is the vision of the Mayor, City Council, City Manager and City Employees to provide an attractive, growing, and safe community for all our citizens where resources are efficiently applied for a quality lifestyle.

Mission Elements

These elements are presented in no particular order of priority.

- Provide excellent public safety services.
- Provide reliable community services.
- Resources are efficiently applied.
- Provide quality in all we do.
- Be accountable for our actions.

Mission Statement.

The Mayor and City Council reviewed the Missions Statement that has been developed earlier, and agreed it was consistent with the elements they described as stated above.

The Mission Statement is as follows

Mission Statement

The mission of the City of Liberty is to effectively provide high quality, reliable public and community services, while managing resources efficiently and being accountable for our actions.

(Note this was prepared by City staff after the planning session)

These will serve as the basis for future more succinct Vision and Mission Statements for the City of Liberty.

Leadership Values

Finally, the Mayor and Council reviewed the Employee Code of Ethics. This Code of Ethics outlines the values the employees should adhere to as they work together toward the good of Liberty.

- Be honest.
- Be dependable.
- Be motivated to work hard and put in the time necessary to provide good products and services.
- Have pride in our city and our work.
- Be loyal to our citizens and our city.
- Have a good attitude.

Strategic Planning

Following the discussion on governance, the full staff participated in the discussions at the March 31, 2021 session. The facilitator led the participants in discussing the results of the questionnaire sent to the Council members and expanded on that list with additional comments. The weaknesses and initiatives and challenges were divided into common themes – Areas of Emphasis. Then strategies and goals were identified to overcome the weaknesses and challenges. Finally, threats were identified that if not identified and anticipated may get in the way of accomplishing the strategies and goals.

The participants were divided into three groups. Each group focused on the identified initiatives and challenges. And each group was then asked to look at the work of all the other groups, to provide an opportunity for each participant to provide input.

Strengths (combined Council and staff inputs)

- City services
- Low tax rate
- Low cost of living
- Small town atmosphere
- Safe and friendly
- Financially sound
- Employees
- Teamwork of staff and council.
- Nice place to live
- Good leadership from city hall, police and fire.
- Historic
- Actively working on infrastructure
- Good amenities – parks, golf course, splash pad
- Council works well together with each other and staff
- Good bond rating
- Cambridge – increased revenue for improvement
- Paid fire department
- Courthouse square
- Downtown
- Airport
- Golf course

- Park system
- Library
- Trinity River National Wildlife Refuge
- Sam Houston Regional Library
- Location near Houston, Medical Center, Industries in area.
- Partnership with Lee College with a local campus
- Hospital

Weaknesses

- Streets
- Flooding
- Fewer employment opportunities
- Limited housing
- Deteriorating properties
- More code compliance
- Not attracting developers for new homes.
- Use of website and social media
- Council needs new members and new ideas
- Afraid to increase taxes for improvements
- Employee retention (police and fire)
- Customer service (permitting)
- Citizen involvement
- Staff development
- Need for more citizen involvement
- Lack of diversity at Council level
- Young people are not involved nor communicating with the city
- Need to attract professional people to the community

Initiatives and Challenges (identified by City Council members)

- Economic Development
- Community Development
- Improve infrastructure (streets and drainage)
- Managing budgetary demands
- Meeting demands and costs of infrastructure needs
- Economic Development
- More aggressive leadership in ED.
- Street improvements
- Expansion – development and housing
- Flood control with WCID
- Work with COE to decrease flooding
- Increased costs of mutual aid and sewer contracts outside city.
- Be more competitive with employment opportunities
- Managerial staff evaluations
- Home businesses distracting from neighborhoods.

- Pedestrian friendly city – sidewalks
- Encouraging culture of keeping homes and businesses neat and clean
- Need wine bars, coffee shops, bike shops
- Innovative thinking
- Creating thinking

Initiatives and Challenges (identified by staff)

- Employee Issues
 - Wages and salaries
 - Recruitment and retention
 - Competition from other cities
 - Applicants meeting qualifications
- Code Enforcement
 - Consistency in application
 - Zoning - Yes or No?
- Economic Development
 - Will it be quality?
 - Should downtown residential be allowed?
 - EDC
 - Have healthy fund balance
 - How to best spend the funds?
- Infrastructure
 - Street Program funding
- Quality of Life
 - Need long term plan for golf course
 - Cultural Center
- Governance
 - Chain-of-command
 - Handling social media communications.

Areas of Emphasis

Reviewing the weaknesses presented resulted in the identification of five areas of emphasis.

- Governance
- Infrastructure
- Quality of Life
- Economic Development
- Organizational Excellence

Weaknesses Rearranged

The weaknesses identified above, we then rearranged (in a summarized fashion) to be within one of the areas of emphasis.

- **Governance**
 - Handling social media and the use of the website
 - Council/Committees needs new members and new ideas
 - Afraid to increase taxes for needed improvements
 - Need for more citizen involvement
 - Lack of diversity among Council members
 - Need to partner with schools for encouraging participation and education.
 - Young people are not involved nor communicating with the city
- **Infrastructure**
 - Need for street improvements and funding plan
 - Needed for drainage improvements and funding plan
 - Need to work with WCID and Corp of Engineers to meet flooding needs
 - Handling increased costs of mutual aid and sewer contracts outside city limits
 - Meeting increasing service demands and costs of infrastructure needs
 - Pedestrian friendly with sidewalk improvements
- **Quality of Life**
 - Need to encourage a culture of keeping homes and businesses neat and clean.
 - Deteriorating properties
 - Home businesses distract from neighborhoods
 - Need for more code compliance
 - Level of code enforcement? Are the codes appropriate? Mixed messages on code enforcement.
 - Zoning – Yes or No?
 - Need long term plan for golf course.
 - Maintenance issues with cultural center building
- **Economic Development**
 - Need more aggressive leadership
 - Need for wine bars, coffee shops and bike shops
 - Will it be quality, or will it be rejects from other cities?
 - Competition from other cities
 - Not attracting developers for new homes
 - Need expansion of development – both housing and commercial
 - Downtown
 - How to control redevelopment? Commercial/Residential mix?
 - Need to attract professional people to the community
- **Organizational Excellence**
 - Customer service (permitting)
 - Be more competitive with employment opportunities
 - Complete managerial staff evaluations

- Need for more staff development and training
- Competition from other cities and industry
 - Uncompetitive wages and salaries
 - Unsuccessful recruitment and retention
 - Applicants don't meet qualifications for employment

Initiatives – Strategies and Goals

The Council and staff then worked with the identified weaknesses, issues and challenges and developed initiatives, strategies and goals. This will form the basis for the Strategic Plan.

• Governance

- Improve communication in the community.
 - Establish a communications group (city and citizens) to assist in determining best practices for the use of social media tools.
 - Review departmental websites to align all with a consistent messaging format and consistent messages.
 - Identify and assign appropriate personnel to manage public communications, engagement and announcements.
- Create opportunities for involving citizens and engaging those we serve to improve citizen involvement.
 - Establish a new Council/Committee member development program.
 - Establish a Youth Development/School Intern program.
 - Do outreach to LISD and Lee College and neighboring school districts to attract interns and participants.
 - Identify formal and informal ways to engage citizens.
 - Continue “Coffee with the Mayor”

• Infrastructure

- Implement street repair/rehabilitation program
 - Prioritize when to begin street repairs (after water, sewer and drainage improvements).
 - Prioritize streets to be repaired.
 - Establish street repair design and implementation criteria for consistency.
 - Determine funding sources
 - Cambridge funds
 - Bonds and taxes
 - Grants
- Establish and sidewalk construction program.
 - Establish policy for sidewalk construction requirement for all new development.
 - Develop a sidewalk plan for existing areas.

- Establish priorities for sidewalk location and placement
 - Determine funding sources
 - Cambridge funds
 - Bonds and taxes
 - Grants
 - Address increase in mutual aid and contract costs
 - Establish a policy for consistent mutual aid agreements and contracts for services, responsibilities, and costs
 - Utilize fire and EMS departments to assist in planning process and determining costs of service.
 - Revisit all interlocal agreements and contracts to align costs with charges for services.
 - Review facilities for upkeep and maintenance needs.
 - Make full review and recommendations for Cultural Center.
- **Quality of Life**
 - Improve cleanliness and pride in our community.
 - Appoint a Committee to oversee beautification for the city.
 - Establish a regular citywide clean-up program.
 - Identify local groups or organizations to participate.
 - Identify timeline and guidelines for program.
 - City set the example for facilities, rights of way and parks to be well maintained.
 - Establish a “yard of the month” program.
 - Establish a media campaign to promote a positive awareness and pride in homes, businesses and lawns.
 - Update the Unified Development Ordinances (UDO) to improve standards and enforcement for code compliance.
 - Review all standards with City Council prior to any policy changes
 - Review enforcement program before implementing
 - Promote the parks and golf course for increased usage.
- **Economic Development**
 - Improve residential and commercial construction.
 - Establish an incentive program to encourage commercial and residential developers.
 - Identify and utilize funding sources.
 - Utilize LCDC funding.
 - Strengthen ordinance standards and design criteria to ensure quality development.
 - Market the city for development.
 - Review and identify the type residential and commercial developments to pursue.
 - Pursue quality residential developments.

- Pursue desired commercial development.
- Sell who Liberty is.
- **Organizational Excellence**
 - Improve employee communication and accountability.
 - Conduct regular (monthly or quarterly) meetings with all employees.
 - Establish a standardized staff evaluation process.
 - Establish and conduct an exit interview process.
 - Establish a formal training and staff development program.
 - Establish a education incentive policy for higher education
 - Develop a certification pay program.
 - Provide resources for training – both financial and curriculum
 - Establish a customer service policy and program.
 - Establish a customer service policy.
 - Emphasize quick, consistent follow up with calls for service and from the public.
 - Develop an employee incentive/reward program for excellence in customer service.
 - Provide training to all who come in contact with the public.
 - Update and/or create salary structures and pay plans for all departments.
 - Review and revise permitting processes for improved customer service.

Threats

Finally, the full group identified threats to accomplishing the goals and strategies that have been identified.

- Lack of funding.
- Emergencies
 - Pandemics
 - Weather events
- Fear
 - Of acting
 - Of making hard decisions
 - Of failure
- Lack of action
- Legislative mandates and/or restrictions
- Uninformed opinions

City Staff Implementation Sessions

April 13, 2021

On April 13, 2021 the facilitator met with the City Manager and Executive Staff to review the outcomes of the planning session and to determine next steps for the development of the implementation plan.

Implementation Plan Process. The staff reviewed a template to be used to develop the implementation portion of the planning process and completed the Implementation Plan. During the discussions, a staff member was assigned as the team facilitator for the development of the implementation plan for each areas of emphasis. The group worked together to develop action steps, with proposed timelines. At the end of the day, a draft implementation plan had been established. The implementation plan is a separate document.

Reporting

Finally, staff established reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Manager informed, and providing regular reports to the City Council on the status of the implementation of the adopted strategies. This provides for long term accountability toward the implementation of the Strategic Plan.

Reporting Protocols

- **Council**
 - Receives periodic updates regarding various projects related to the strategic plan.
 - Receives formal status reports, including a semi-annual report from staff to the City Council.
- **City Manager**
 - City Manager receives regular updates from staff at regular staff meetings on progress of assignments.

City Council Approval

June 8, 2021

On May 11, 2021 the City Council reviewed their work as well as the work of the staff since the planning session in January. After a thorough discussion the Report was approved as amended unanimously.

Conclusion

The Mayor, Council and staff of the City of Liberty worked through a governance and planning process that allowed the Council to create a governance model and identify and expand strategies for moving the city forward. The process brought the staff leadership

and Council closer together as a team and developed an implementation process to ensure the strategies are addressed and accomplished over time.



Strategic Plan 2021

**Council/Staff Planning Retreat
March 16 and 31, 2021**

**Adopted
June 8, 2021**

**Prepared and Facilitated
By
Ron Cox Consulting**

Vision Statement 2035 Comprehensive Plan Adopted 2014)

It is the vision of the Mayor, City Council, City Manager and City Employees to provide an attractive, growing, and safe community **for all our citizens where resources are efficiently applied for a quality lifestyle.**

Key Vision Elements 2021

- **Maintain the small-town quality of life.**
 - **Cohesive**
 - **Look out for one another**
 - **Be accessible to one another**
 - **Feel safe**
- **Be a clean city**
- **Have pride in our city**
- **Innovative**

Mission Statement

The mission of the City of Liberty is to effectively provide high quality, reliable public and community services, while managing resources efficiently and being accountable for our actions.

(Note this was prepared by City staff after the planning session)

Mission Elements

- **Provide excellent public safety services.**
- **Provide reliable community services.**
- **Resources are efficiently applied.**
- **Provide quality in all we do.**
- **Be accountable for our actions.**

Leadership Values

- **Be honest.**
- **Be dependable.**
- **Be motivated to work hard and put in the time necessary to provide good products and services.**
- **Have pride in our city and our work.**
- **Be loyal to our citizens and our city.**
- **Have a good attitude.**

City of Liberty

City Council

Leadership Philosophy

The City Council of the City of Liberty will lead by...

- Being a leader not a politician.
- Being a servant to others...
- Willing to be the example.
- Willing to be in the field alongside others.
- Listening
- Treating others like you want to be treated.
- Being willing to make difficult decisions.
- Knowing when to agree to disagree and move on.
- Being honest and candid.
- Being transparent.
- Having and being open to new ideas.
- Willing to look at the horizon (outward rather than inward).
- Being courageous.
- Not taking offense at others (don't take disagreement personally)

City of Liberty

City Council

Communication Philosophy

The City Council of the City of Liberty will communicate by...

- Listening
 - Broadcast less and receive more.
 - Before forming an opinion.
 - Then making good decisions.
- Being positive in your communication methods.
 - Nonverbally and verbally.
- Being present physically and emotionally.
- Following the Open Meetings Act requirements.
- Following the chain-of-command.
 - City Manager first.
 - If inquiries are made to let the City Manager know.
 - Relay information with positive reinforcement.
- Be respectful.
- Do not interrupt.
- Be complimentary.

City of Liberty

City Council and Staff

Expectations

Council expects the following of each other...

- To have mutual respect.
- To know and understand their opinion.
- To do what is best for the city – not the individual.
- Don't be influenced by the few – represent all.
- Have an “authoritative calm.”
- Be courteous.
- Be civil.

City of Liberty

City Council and Staff

Expectations

Council expects the following of staff...

- Be responsive to the citizens.
- Do your job.
- Project a positive image for the City.
- Be courteous to all.
- Act with professionalism.
- Don't be confrontational.
- Work as a team – with each other and with Council.
- Feel free to provide their opinion.

Staff expects Council to (as defined by Council members themselves)

...

- Provide them with support
 - Tools and equipment.
 - Funds.
 - Time.
 - Training.
- Listen to the staff.
- Value staff's opinions.
- Be sensitive to their concerns.
- Respond and listen to their concerns.
- Provide a positive work environment.

City of Liberty

Strategic

Areas of Emphasis

- **Governance**
 - **Guiding Principle:** *The City of Liberty follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*
- **Infrastructure**
 - **Guiding Principle:** *The City of Liberty will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*
- **Quality of Life**
 - **Guiding Principle:** *The City of Liberty will improve the City's perception and appeal and tell its story in a positive manner that improves the image of the community.*
- **Economic Development**
 - **Guiding Principle:** *The City of Liberty will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*
- **Organizational Excellence**
 - **Guiding Principle:** *The City of Liberty will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

Area of Emphasis

Governance

Guiding Principle: *The City of Liberty follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

Initiatives

- **Improve communication in the community.**
 - Establish a communications group (city and citizens) to assist in determining best practices for the use of social media tools.
 - Review departmental websites to align all with a consistent messaging format and consistent messages.
- **Create opportunities for involving citizens and engaging those we serve to improve citizen involvement.**
 - Establish a development program for identifying and selecting new Council and Committee member
 - Establish a Youth Development/School Intern program
 - Do outreach to LISD and Lee College and neighboring school districts to attract interns and participants.
 - Identify formal and informal ways to engage citizens.
 - Continue “Coffee with the Mayor”

Area of Emphasis

Infrastructure

Guiding Principle: *The City of Liberty will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Initiatives

- **Implement street repair/rehabilitation program**
 - **Prioritize when to begin street repairs (after water, sewer and drainage improvements).**
 - **Prioritize streets to be repaired.**
 - **Establish street repair design and implementation criteria for consistency.**
 - **Determine funding sources**
 - **Cambridge funds**
 - **Bonds and taxes**
 - **Grants**
- **Establish and sidewalk construction program.**
 - **Establish policy for sidewalk construction requirement for all new development.**
 - **Develop a sidewalk plan for existing areas.**
 - **Establish priorities for sidewalk location and placement**
 - **Determine funding sources**
 - **Cambridge funds**
 - **Bonds and taxes**
 - **Grants**
- **Address increase in mutual aid costs**
 - **Establish a policy for consistent mutual aid agreements and contracts for services, responsibilities, and costs**
 - **Utilize fire and EMS departments to assist in planning process and determining costs of service.**
 - **Revisit all interlocal agreements and contracts to align costs with charges for services.**
- **Review facilities for upkeep and maintenance needs.**
 - **Make full review and recommendations for Cultural Center.**

Area of Emphasis

Quality of Life

Guiding Principle: *The City of Liberty will improve the City's perception and appeal and tell its story in a positive manner that improves the image of the community.*

Initiative

- **Improve cleanliness and pride in our community.**
 - **Appoint a Committee to oversee beautification for the city.**
 - **Establish a regular citywide clean-up program.**
 - **Identify local groups or organizations to participate.**
 - **Identify timeline and guidelines for program.**
 - **City set the example for facilities, rights of way and parks to be well maintained.**
 - **Establish a “yard of the month” program.**
 - **Establish a media campaign to promote a positive awareness and pride in homes, businesses and lawns.**
 - **Update the Unified Development Ordinances (UDO) to improve standards and enforcement for code compliance.**
 - **Review all standards with City Council prior to any policy changes**
 - **Review enforcement program before implementing**
- **Promote the parks and golf course for increased usage.**

Area of Emphasis

Economic Development

Guiding Principle: *The City of Liberty will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Initiatives

- **Improve residential and commercial construction.**
 - **Establish an incentive program to encourage commercial and residential developers.**
 - **Identify and utilize funding sources.**
 - **Utilize LCDC funding.**
 - **Strengthen ordinance standards and design criteria to ensure quality development.**
 - **Market the city for development.**
 - **Review and identify the type residential and commercial developments to pursue.**
 - **Pursue quality residential developments.**
 - **Pursue desired commercial development.**
 - **Sell who Liberty is.**

Area of Emphasis

Organizational Excellence

Guiding Principle: *The City of Liberty will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

Initiatives

- **Improve employee communication and accountability.**
 - Explore the establishment of regular (monthly or quarterly) meetings with all employees.
 - Establish a standardized staff evaluation process.
 - Establish and conduct an exit interview process.
 - Establish a formal training and staff development program.
 - Establish a education incentive policy for higher education
 - Develop a certification pay program.
 - Provide resources for training – both financial and curriculum.
- **Develop exceptional customer service policy.**
 - Offer exceptional customer service.
 - Emphasize quick, consistent follow up with calls for service and from the public.
 - Develop an employee incentive/reward program for excellence in customer service.
 - Review and revise permitting processes for improved customer service.
 - Provide training to all who come in contact with the public.
- **Update and/or create salary structures and pay plans for all departments.**

Vision Element #1

Governance

Guiding Principle: *The City of Liberty follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
1.1 Improve communication in the community	Establish a communications group (city and citizens) to assist in determining best practices for the use of social media tools.	- Establish an ad hoc group of people to study and serve to advise and process best practices. - Identify and involve private sector and third-party contractors. - Involve younger employees throughout all the departments in the process.	FY 22	Tom Warner
	Review departmental websites to align all with a consistent messaging format and consistent messages.	- Review alternatives for a separate position to handle marketing and social media. Person to be responsible for website, economic development marketing, and other aspects of communication. - Identify and assign appropriate personnel to manage public communications, engagement and announcements.	FY 22	
1.2 Create opportunities for involving citizens and engaging those we serve to improve citizen involvement.	Establish a development program for identifying and selecting new Council and Committee member	- Establish a leadership program for volunteer citizens - Create and use training programs for citizens for leadership development, committee participation. - Use TML, TCMA and ICMA as resources for training.	FY 23	HR and Director
	Establish a Youth Development/School Intern program.	- Define the goals of the program and responsibilities of the interns and supervisors. - Determine which departments will utilize interns. - Do outreach to LISD and Lee College and neighboring school districts to attract interns and participants.	FY 23	

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
	Identify formal and informal ways to engage citizens.	- Continue “Coffee with the Mayor” - Identify outreach programs for each department as appropriate, i.e., Fire Station tours.	Ongoing	

Vision Element #2
Infrastructure

Guiding Principle: *The City of Liberty will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
2.1 Implement street repair/rehabilitation program	Prioritize when to begin street repairs (after water, sewer and drainage improvements).	- Review prioritization of existing street plan with City Council. - Prioritize streets to be repaired. - Review street repair design and implementation criteria for consistency. - Review and complete preliminary asphalt rehabilitation contract - Seek Council approval of any revisions.	Ongoing	Damo
	Determine funding sources and decide process for implementation.	- Cambridge funds - Bonds and taxes - Grants		
2.2 Establish and sidewalk construction program.	Establish policy for sidewalk construction requirement for all new development.	Implement the Unified Development Ordinance (UDO).	Ongoing	Damo
	Develop a sidewalk plan for existing areas throughout the City.	- Establish policy and plan for identifying and implementing and construction of sidewalks. - Establish priorities for sidewalk location and placement throughout the city.		
	Determine funding sources and decide process for implementation.	- Cambridge funds - Bonds and taxes - Grants - TxDOT funds		

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
2.3 Address increase in mutual aid and contract costs	Establish a policy for consistent mutual aid agreements and contracts for services, responsibilities, and costs.	• Seek clarification from Council on study parameters. • Utilize fire and EMS departments to assist in planning process and determining and updating determination of costs of service. • Revisit all interlocal agreements and contracts to align costs with charges for services.	Ongoing	Tom
2.4 Review facilities for upkeep and maintenance needs.	Make full review and recommendations for Cultural Center.	• Do a maintenance inventory • Identify other issues for updating the facility, both operations and appearance. • Establish recommendations and budget. • Present to City Council for prioritization.	FY 22	Tom, Dana Damo

Vision Element # 3

Quality of Life

Guiding Principle: *The City of Liberty will improve the City’s perception and appeal and tell its story in a positive manner that improves the image of the community.*

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
3.1 Improve cleanliness and pride in our community.	Appoint a Committee to oversee beautification for the city.	- Review and understand the Keep Texas Beautiful programs. - Determine whether to establish a Keep Liberty Beautiful program. - Establish a “yard of the month” program. - Establish an “adopt the street” Program. - Establish a media campaign to promote a positive awareness and pride in homes, businesses and lawns.	FY 22	Damon and Chris
	Establish a regular citywide clean-up program.	- Identify local groups or organizations to participate. - Identify timeline and guidelines for program.		
	City set the example for facilities, rights of way and parks to be well maintained.	- Review mowing contracts for, Highway 90 rights of way, median on Highway 90, pocket parks for frequency and quality of mowing and services. - Review streets and parks mowing and maintenance services for frequency and quality. - Review and make recommendations for updates and improvements to maintenance and appearance of facilities.	FY 23	

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
		Identify budget implications and seek Council approval.		
	Update the Unified Development Ordinances (UDO) to improve standards and enforcement for code compliance.	- Review all standards with City Council prior to any policy changes. - Review enforcement program before implementing. - Seek Council approval.	Ongoing	
3.2 Promote the parks and golf course for increased usage.	Identify additional opportunities for parks and recreation services.	- Determine level of service and advertisement desired. - Determine level of funding.	FY 22-23	
	Utilize marketing personnel to advertise usage.			

Vision Element # 4

Economic Development

Guiding Principle: *The City of Liberty will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
4.1 Improve residential and commercial construction.	Establish an incentive program to encourage commercial and residential developers.	- Develop policy, program and priorities for incentives. - Identify and utilize funding sources. - Determine and prioritize LCDC funding.	FY 23	Tom and Ch
	Strengthen ordinance standards and design criteria to ensure quality development.	- Review requirements in UDO to determine best acceptable criteria. - Establish a consistent enforcement program.		
	Market the city for development.	- Review and identify the type residential and commercial developments to pursue. - Pursue quality residential developments. - Pursue desired commercial development. - Sell who Liberty is.	FY 23	

Vision Element # 5 Organizational Excellence

Guiding Principle: *The City of Liberty will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
5.1 Improve employee communication and accountability.	Explore the establishment of citywide employee meetings to communicate successes, issues and needs to all employees	Determine logistics, including place, frequency and content, for citywide meeting.	FY 22	Tom
	Establish a standardized staff evaluation process.	- Determine best practices. - Establish policy. - Seek Council approval.		
	Establish and conduct exit interviews for departing employees	- Determine best practices. - Establish policy. - Seek Council approval.		
	Establish a formal training and staff development program. - Establish an education incentive policy for higher education - Develop a certification pay program. - Provide resources for training – both financial and curriculum.	- Determine best practices. - Establish policy. - Seek Council approval.		
	Utilize departmental meetings to deliver messages.	City Manager meet with all departments at least once per year.		
	Explore the re-establishment of a quarterly city employee newsletter	- Determine feasibility and usefulness of a newsletter. - Determine content and media for newsletter. - Appoint responsible party for creation and editing and distribution.		

Strategic Initiatives	Goals	Action Steps	Timeline	Lead
5.2 Develop exceptional customer service policy and program.	Establish a customer service policy.	• Emphasize quick, consistent follow up with calls for service and from the public. • Provide training to all who come in contact with the public. • Review and revise permitting processes for improved customer service.	FY 21	Jody and Directors
	Develop an employee incentive/reward program for excellence in customer service.	• Determine best practices from other cities for similar projects. • Establish the incentive/reward program. • Provide training for all employees who have customer contacts.		
5.3 Update and/or create salary structures and pay plans for all departments.	Develop a pay plan for each department.	• Educate the Council on current salaries and gaps relative to the market. • Identify training needs and additional certificate pay items. • Explore longevity pay to reward loyalty.	FY 22	Naomi, Jody, Tom
	Review and expand Certificate Pay program as needed to reward additional training and loyalty to the city.	• Review best practices in order cities for certificate pay and make expansion as appropriate. • Explore the possibility of adding Longevity Pay to reward employee loyalty.		



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5103)

DOC ID: 5103

Subject: City Manager's Report

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

Memo

To: Mayor & City Council

From: Tom Warner, City Manager

Date: June 8, 2021

Re: City Manager Report

1. During the rainfall event the week of May 17, 2021, one of the pump motors at Main B was down at the other pump motor was working intermittently. WCID #5 was able to locate two used rebuilt pump motors that could be utilized at the Main B Pump Station. To have a replacement and a backup, WCID # 5 purchased one of the pump motors and the city purchased the second. The cost to the city for the pump motor was \$9,500. The pump motor that was down was replaced and became operational on May 26, 2021, and the other motor has been repaired. The second motor that was purchased is stored at the Public Works Service Center.
2. On May 21st, the City was notified that our grant application for \$42 million in CDBG Mitigation Funds did not rank high enough to receive funding. An analysis of the scoring by GLO indicated that we did not receive any points under the Management Capacity Criteria. Under our self-scoring for item, it was estimated that we would receive 10 out of a possible 15 points. Even with the 10 points, the application was on the borderline of funding. Staff is continuing to evaluate the City's options, if any, to this grant award.
3. Effective May 21, 2021, by order of the Governor, government entities can no longer require masks be worn in public facilities. Governments that impose a mask mandate can be faced with fines up to \$1,000. This order does not prohibit individuals from wearing a mask when entering government facilities.
4. The replacement switch to be installed on the top of the transformer at the Liberty Substation has been delivered. A citywide power outage will be required during the removal of the old switch and installation of the new switch. The citywide power outage is scheduled from midnight to 5:00 a.m. on June 12th and 13th.
5. The restaurant owner at the Liberty Municipal Golf Course, Scott Neal, has posted the required Texas Alcoholic Beverage Commission notice at the clubhouse. The name of the restaurant is "The Oaks at Magnolia Ridge".
6. During the freeze in February 2021, the Splash Pad received extensive damage to the piping system. Since February, numerous companies have been contacted to make repairs to the system. As of June 3rd, the city has been unable to locate a company willing to make the repairs. While the City continues to locate a company to perform the work, the splash pad will remain closed.

Attachment: City Manager's Report June 8 2021 (5103 : City Manager's Report)

7. There are 798 National Flood Insurance Program (NFIP) policies in the 77575 Zip Code. Of those 798, approximately 400 are with the City Limits. The NFIP has instituted a new methodology for pricing flood insurance premiums under the NFIP program. Overall, there will be 237 policies that will receive a monthly price decrease and 561 policies that will see a monthly price increase. The decreases will range from \$0.00 to over \$100.00 per month and the increases will range from \$0.00 to &60.00 per month.
8. All the equipment for the AWOS is operating and is currently broadcasting/operating in “test mode” until the FAA formally commissions the AWOS. The City is currently waiting on the final paperwork from the FAA before going live.
9. The general summary of the Liberty County COVID-19 Data for the weeks of March 30, 2021, to April 29, 2021, are provided below:

	<u>4/29/21</u>	<u>5/4/21</u>	<u>5/11/21</u>	<u>5/18/21</u>
Total Cases	6097	6226	6306	6409
Active Cases	158	186	111	87
Death Related	179	179	183	183
Recovered Cases	5760	5861	6012	6139
New Cases	125	129	80	102
North	42	49	37	32
South	83	80	43	70

10. The following is a status of the current Electric Projects:

<u>Project</u>	<u>Complete</u>	<u>Estimated Cost</u>	<u>Spent to Date</u>
a. Live Front Transformer	120%	\$214,004	\$256,096
b. Beaumont #3 Lateral	88%	\$383,748	\$337,481
c. UG Primary	76%	\$190,000	\$144,892
d. OH Transformer Platform	56%	\$ 64,819	\$ 36,596
e. Street Lighting	73%	\$331,318	\$242,993
f. Beaumont #2 Laterals	89%	\$724,548	\$647,864
g. Beaumont #4 Laterals	85%	\$416,365	\$354,116
h. Beaumont #5 Laterals	86%	\$358,916	\$307,565
i. Liberty #1 Laterals	49%	\$ 59,280	\$ 28,747
j. Liberty #2 Laterals	32%	\$175,000	\$ 55,849
k. Liberty #3 Laterals	17%	\$126,266	\$ 20,995
l. <u>Liberty #4 Laterals</u>	112%	\$230,000	\$257,030
Totals		\$4,307,863	\$2,690,224



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5104)

DOC ID: 5104

Subject: Finance Report

Background: This agenda item affords the Assistant City Manager/CFO the opportunity to report on the financial activities and position of the City, to include revenues, liabilities, assets, and other financial information.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5107)

DOC ID: 5107

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.

CODE ENFORCEMENT MONTHLY REPORT**MAY 1, 2021 to MAY 31, 2021**

<u>Case #</u>	<u>Case OPEN Date</u>	<u>Owner (Last name)</u>	<u>Owner (First name)</u>	<u>Address</u>	<u>Violation Type</u>	<u>Notification</u>	<u>Re- Inspection Date</u>	<u>CLOSE date</u>
21-001	5/4/21	Gonzales	Joe	28092 Property ID (West of Trinity River)	Litter & Trash	3rd NOV - Staked	5/28/21	READY FOR ABATEMENT
21-002	5/5/21	Ali	Virani	4310 N. Main	Litter & High Grass	1st NOV - Mail	5/13/21	Mowed on 5/13/21 - CLOSED
21-003	5/6/21	Brown & Terry	James B- & Jeanne T-	64 Navigation Street	Litter	1st NOV - Mail 2nd NOV - Mail 3rd NOV - Staked	5/26/21	READY FOR ABATEMENT
21-004	5/6/21			63305 Property ID- Hawthorne @ Jefferson	High Grass Junk Motor	1st NOV - email	6/3/21	5/25-Spoke with Matt, he is aware of it and plans to get it mowed
20-027	10/12/20			2639 Beaumont Ave.	Vehicle Junk Motor	Tagged	6/6/21	
21-005	5/3/21			2808 Hwy-90	Vehicle	Tagged	6/4/21	
21-006	5/3/21			11485 Property ID (by airport entrance)	Junk Motor Vehicle (x3)	Tagged	6/3/21	
21-007	5/7/21	Miller & Jones	Jenni M- & Jeff J-	3002 Neyland	High Grass	1st NOV - Mail 2nd NOV - Mail 3rd NOV - Mail & Stake	6/3/21	
21-008	5/7/21	Daniel	Bill	23419 Property ID (off Neyland St.)	Litter	1st NOV - Mail	5/17/21	Abated on 5/14/21 - CLOSED

Attachment: Code Enforcement Monthly Report- May '21 (5107 : Department Reports)

				23430 Property ID (by the Exxon station at 536)	Junk Motor Vehicle	Tagged	6/9/21
21-009	5/10/21					1st NOV - Mail 2nd NOV - Mail	
21-010	5/10/21	Baldwin	Franklin	607 Washington St.	Litter	3rd NOV - Mail & Stake	6/1/21
21-011	5/11/21	Williams	Donald & Alma	623 Garrett St.	Litter	1st NOV - Mail 2nd NOV - Mail	6/2/21
21-012	5/11/21	Link Brown Sr.		608 Garrett St. 56474 Property ID (Corner of Carter & Calhoun)	Litter	1st NOV - Mail 2nd NOV - Mail	6/2/21
21-013	5/11/21	Williams	Aubrey		Litter	1st NOV - Mail 2nd NOV - Mail	6/3/21
21-014	5/11/21	Braxton	Bertha	511 Garrett St.	Litter	1st NOV - Mail 2nd NOV - Mail	6/2/21
21-015	5/12/21	O'Dell	Clyde	1624 MLK	High Grass	1st NOV - Mail 2nd NOV - Mail	6/5/21
21-016	5/12/21	Colony Ridge Land, LLC		517 Bowie	High Grass	1st NOV - Mail 2nd NOV - Mail	6/1/21
21-017	5/10/21			1313 Cos St.	Dilapidated Property	Working on property search and warrant	5/17/21
21-018	5/10/21			609 Washington St.	Dilapidated Property	Working on property search and warrant	5/17/21
21-019	5/18/21	Lazenby	Patricia	2232 Centennial	High Grass	1st NOV - Mail 2nd NOV - Mail	6/3/21
21-020	5/18/21	Gosi	Investments	2301 Centennial	High Grass	1st NOV - Mail	5/26/21
21-021	5/18/21	Martinez	Kathleen	2311 Centennial	High Grass	1st NOV - Mail 2nd NOV - Mail	6/2/21
21-022	5/18/21	Yuang Inc.	Ta	56127 Property ID- North of 90	High Grass	1st NOV - Mail 2nd NOV - Mail	6/2/21

Grass mowed on 5/26 -
CLOSED

21-023	5/18/21	Kong	Manith	56143 & 56134 Property ID- South of 90	High Grass Junk Motor Vehicle	1st NOV - Mail 2nd NOV - Mail	6/2/21	
21-024	5/19/21	Williams	Donald & Alma	623 Garrett St.		1st NOV - Mail	6/18/21	
21-025	5/19/21	Ghalayini	Samir	16750 & 94912 Property ID(Off Old Beaumont Ave)	High Grass	1st NOV - Mail	6/3/21	Spoke with Samir on 5/25, he is aware, and working on it
21-026	5/19/21	Harris	Joe & Francis	56668 & 56647 Property ID (Off Old Beaumont Ave)	High Grass	1st NOV - Mail	5/27/21	
21-027	5/19/21	Varnado	Faye	914 N Travis	High Grass	1st NOV - Mail 2nd NOV - Mail	6/5/21	
21-028	5/19/21	Passmore	Jimmy	4017 Beaumont Ave.	High Grass	1st NOV - Mail	6/3/21	
21-029	5/19/21	Price	Heather	147327 Property ID (Off Old Beaumont Ave)	High Grass	1st NOV - Mail	5/27/21	Mowed - CLOSED
21-030	5/20/21	Sykes	Jim	616 Garrett St. 63293 Property ID (Corner of Yupon and Holly)	High Grass	1st NOV - Mail	5/28/21	Spoke with Gail on 5/25, she is aware, and working on it
21-031	5/20/21	Anderson	Judith	28075 Property ID (West of Trinity River)	High Grass	1st NOV - Mail	6/3/21	
21-032	5/21/21	Gonzales	Joe		Litter & High Grass Building & Fire Code Violation	1st NOV - Mail 2nd NOV - Mail	6/5/21	
21-033	5/21/21	Nutall	Beverly	811 N. Travis	Junk Motor Vehicle	Mail		
21-034	5/21/21	Perez	Ricardo	1611 & 1627 Cypress	Litter & High Grass	1st NOV - Mail 1st NOV - Mail	6/20/21	
21-035	5/21/21	Cherry	Henry & Karen	1631 Cypress		2nd NOV - Mail	6/5/21	

21-036	5/25/21	Whittington	Bowen	1900 Kipling 48716 Property ID	High Grass	1st NOV - Mail	6/1/21
21-037	5/26/21	Palmer	Edna	(South of Garrett)	High Grass	1st NOV - Mail	6/2/21
21-038	5/26/21	Mosley	Mary	611 Palmer 56473 Property ID	High Grass	1st NOV - Mail	6/2/21
				(Corner of Carter & Calhoun)	Litter & High Grass		
21-039	5/27/21	Baldwin	Francis			1st NOV - Mail	6/3/21

NOV = Notice of Violation

All Departments Weekly Activity Report

Month Of: May 1 to May 31, 2021

Department: Fire Department Report Prepared By: Misty Dulaney

FULL: (All Authorized Filled) YES NO
 If No, Why Not? Sick Vacancy Vacation

Explain: _____

Accomplishments For Last Week:

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____
- 6.) _____

Goals For Upcoming Week:

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____
- 6.) _____

Repairs Completed: Potholes: _____ Water: _____ Sewer: _____

Number Of Runs: (Fire Only) In Town 30 Mutual Aid 1

Number Of Runs: (EMS Only) 911 Calls 124 Mutual Aid 0
 Transfers-Out of Town 56 Transfers-In Town 13 Dialysis 0

Other Information: _____
 Total of payments that have been received at the Fire Department for EMS is: \$19,902.34

EMS Payments received at Fire Department: Year to Date (fiscal): \$361,851.50
 Year to Date (calendar): \$237,147.03

Attachment: Fire Department - May (5107 : Department Reports)

GOLF COURSE MONTHLY REPORT - MAY 2021

Maintenance Activities

Picking up old pipe that construction crew has dug up to keep work area clear

Mowing undisturbed areas around the course

Will spray Bahia grass in undisturbed areas to make mowing easier

Rebuild verticut reels in preparation for “grow in” on greens

Changed fluids in all equipment

Coordinate with general contractor, subcontractors and various utility companies

Marketing Activities

Golf Course Facebook Page has 254 “likes.” You can find the golf course Facebook Page here: <https://www.facebook.com/LibertyMunicipalGolfCourse/>.

You can find the golf course website here: <http://www.libertygolfcourse.com/>

The golf course email database has 121 valid email addresses. Golf course renovation updates are sent out weekly on Wednesday’s.

Sales Report (May 1 – May 31)

MONTH	SALES ITEMS (UNITS)			
	Green Fees (Rounds Sold)	Golf Cart Fees	Range Fees	Merchandise & Equipment
January 2021	823	794	156	302
February 2021*	556	537	64	264
March 2021	965	898	151	377
April 2021**	224	217	36	113
May 2021	-----	-----	-----	-----

*Golf Course was closed due to Winter Storm Uri

** Golf Course closed on April 5 due to start of renovation project

Attachment: Golf Course Monthly Report (May 2021) (5107 : Department Reports)

Schedule & Turf

Timeline

- April 5 – Contract Start Date
- September 30 – Substantial Completion Date

Turf

- Tees – Celebration Bermuda
- Greens – Tiff Eagle Bermuda
- Fairways & Rough – Tifway Bermuda

Golf Course Renovation Photos

Demolition of #1 Tee Box





Pro Shop Repairs



Demolition of Cart Path on Hole # 3



Digging/expanding the new irrigation pond



Attachment: Golf Course Monthly Report (May 2021) (5107 : Department Reports)



CITY OF LIBERTY

INSPECTIONS & PERMITS MONTHLY REPORT

May-21

PLAN REVIEW

# of Plans Reviewed	12
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BUILDING PERMITS

Commercial Building Permits - New	0
Commercial Building Permits - Renovation/Remodel	3
Commercial Building Permits - Addition/Expansion	0
Residential Building Permits- New (Manufactured Homes)	0
Residential Building Permits - New (Single Family)	1
Residential Building Permits - New (Multi-Family)	0
All Other Permits Issued	30

CERTIFICATE OF OCCUPANCY

Commercial C of O's Issued	0
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FEE REVENUE

Permit Fee Revenue	\$	3,726.55
Tap Fee Revenue	\$	1,420.35

Attachment: Inspections Monthly Report - May (5107 : Department Reports)

MAY 2021-COMMERCIAL

MCDONALDS USA	1923 HWY 90	ADDITION/REMODEL
ALLIED COATING, CLEANING & REFRACTORY TECHNOLOGY	1003 WASHINGTON STREET	ELECTRICAL
FUEL MAXX	1025 N MAIN STREET	ELECTRICAL
DILLION'S	1501 HWY 90	MECHANICAL
JERRY FUNDERBURK-STAR LOANS	1320 N MAIN STREET (C&D)	ADDITION/REMODEL
BUDGET FOOD MART #2	899 N MAIN STREET	ELECTRICAL
CHAD FINCH (IMPACT PLUMBING)	2208 DR MLK JR DRIVE	PLUMBING
POTETZ HOME CENTER	2516 N MAIN STREET	DRIVEWAY
JAMES POITEVENT (COOPER ELECTRIC)	BOWIE STREET LIFT WCID	ELECTRICAL
BAIL AMERICA BAIL BONDS	2317 BEAUMONT AVENUE	DEMOLITION
MAGNOLIA NURSING HOME	1620 MAGNOLIA STREET	ADDITION/REMODEL

Attachment: Inspections Monthly Report - May (5107 : Department Reports)

Liberty Municipal Library May 2021 Report

The Liberty Municipal Library staff decided it was time to begin normalizing library operations after Governor Abbott issued his decree that the State of Texas was fully open with no restrictions. We had done all we could to make visiting the library a touch-free experience for the last year and we were ready to get operations somewhat back to pre-COVID-19 normal.

Furniture that had to be moved elsewhere during the height of the pandemic due to spacing restrictions and ease of staff cleaning procedures is now back in use. Patrons are no longer required to wear masks inside the facility, though masks are still available. We have also opened several more computers for patron use that are spaced six feet apart for social distancing. Custodian Mike Kaiser is kept very busy sanitizing surfaces.

We had been placing returned materials in a three-day-long quarantine since last summer, which required a good bit of handling and moving books. With the summer reading program approaching, we decided it was time to end the quarantine, though Emily House and Gail Williamson still sanitize every book that is returned.

Some patrons were having difficulty getting their change out of the printer coin return machine. Always resourceful, Admin Assistant Amber Ursprung located old shelving that was used to lift the coin up off the floor several inches. We hope this will provide easier access for patrons.

Library Director Dana Abshier was very busy working on a library voter registration policy. Libraries in Texas are required to offer patrons assistance in filling out voter applications, and the library needed an official policy that explains the process. The policy will be presented to the Liberty City Council for its approval and will then be sent to the Texas Secretary of State's office. The Liberty County Elections Administrator/Voter Registrar, Klint Bush, delivered updated voter registration cards and discussed voter registration with Dana.

Finishing touches are being made for the summer reading program by Children's Librarian Katie Edgell, YA Library Technician Kaylyn Erskins, Bilingual Library Technician Maggie Varela, and Amber.

Katie printed SRP flyers, displayed the new timecards that will be used for logging time spent reading, and created new prize drawing coupons. Katie also reached out to surrounding school districts, city officials, and local community partners such as daycares, churches, and non-profit organizations with information and promotional flyers about the summer reading program.

By the end of May around fifty children were signed up for the program. This year online registrations were possible with patrons filling out a Google form.

Children will be treated to a cool snow cone treat on the first SRP activity day, June 17. The Liberty Fire Department will be here to greet the children and give them a close-up look at a fire truck. First Liberty National Bank is lending us their snow cone machine for the afternoon. The Friends of the Library will assist and will serve the delicious snow cones.

Prizes for young readers were chosen by Katie and Kaylyn. Top reader awards will return this year, and there are many drawing prizes. Children will be rewarded with a small weekly prize for their reading

efforts throughout the program. This year the weekly prizes will be displayed on the glass barriers at the circulation desk rather than being placed inside treasure chests. This will prevent kids from crowding into a small space and from handling all the toys. Two virtual entertainment events will be available for everyone to watch, paid for by the Friends of the Library. The entire program has been planned around COVID safety measures.

Maggie has been working on decorations for the windows in the children's area. She has painted a colorful tiger and a lemur in keeping with the Summer Reading Program theme "Tails and Tales." Admin Assistant Amber Ursprung's beautiful tropical birds are flying over the children's area and are perched in the fern tree along with other small hand-crafted jungle creatures.

The staff are very happy that Josh Sundgren will volunteer during the Summer Reading Program. He has been our summer shelper for many years and we greatly appreciate his assistance. He has been a member of the library since he was born and was a participant in the summer reading programs until he graduated from high school. He has bachelor's and master's degrees in geoscience and will begin a second master's program in museum science in the fall. He is home from Texas Tech for the summer.

The library staff was busy searching for leaks during the recent rains. Leaks were present in the skylights, above the lintels, in the meeting room, down the walls in the transition area, and a few new ones were found. We were very happy when City Manager Tom Warner and an architect from WJE toured the library in advance of the Cultural Center repair project. Leak repairs are the top priority and there are plenty of them located throughout the building.

Emily is our donated books specialist and has had several donations to sort through lately. She finds many good books that will go into the Friends of the Library Book Sale. Emily is responsible for keeping up with new and renewed library patron accounts, among other duties.

Dana set up the library's account in the new State of Texas grant portal for the upcoming interlibrary loan postage reimbursement grant. The grant pays for all the postage required for the library to lend books to other libraries, plus reimbursement for staff time.

Three of our CyberPower battery backups quit working during power outages, and since the units were still under warranty Amber contacted the manufacturer. CyberPower sent replacement batteries after Amber answered their many technical questions. The warranties were due to expire in June.

All staff members participated in another KnowBe4 online training video dealing with cybersecurity.

The virtual Story Time, Sleepy Time Story Time, crafts, Let's Get Grimm, and experiment programs continued in May. Experimental marshmallow shooters and superheroes were highlights. 4,138 users accumulated 6,662 views of the library's online programs on Facebook, Instagram, and YouTube.

The Lost Arts Club began meeting again on May 25. Eight members were very happy to be back together after more than a year apart.

Liberty Municipal Library Monthly Report December 2020 through May 2021

Circulation	December	January	February	March	April	May
Spanish Materials Circulation	19	21	52	41	29	25
Total Adult & YA Circulation All Formats	1,311	1,600	1,493	1,731	1,379	1,269
Total Juvenile Circulation All Formats	840	1,007	929	1,031	961	1,098
Total Circulation All Formats	2,151	2,607	2,422	2,762	2,340	2,367
Reference Services						
In-house Reference	126	158	126	199	218	233
Telephone Reference	161	192	162	87	164	188
Public Computer Assistance	74	75	59	168	180	132
Collection Statistics						
Total Volumes in Collection	52,530	52,736	52,890	52,993	53,199	53,265
Total Titles in Collection	64,329	64,493	64,862	65,145	65,543	65,583
Cataloging						
Books Cataloged	161	155	116	115	208	94
DVD/ Blu-Rays Cataloged	2	2	0	0	0	0
Audiobooks & Music CDs Cataloged	1	0	0	0	0	0
Periodical Cataloged	45	55	47	73	55	66
Building Use/ Programs/Public Relations						
Meeting Room/Pavilion Use	0	0	0	0	0	1
Recorded Online Story Time/Craft Programs	6	6	6	4	6	4
Recorded Online Story Time/Craft Attnd.	420	349	450	1,912	1,826	832
Misc. Children's Programs/Tours	0	0	0	0	0	0
Misc. Children's Programs/Tours Attendance	0	0	0	0	0	0
Adult/YA Programs Attendance	0	0	0	0	0	8
Live Story Time/Craft Programs	6	6	6	8	7	5
Live Story Time/Craft Attendance	45	31	36	69	39	23
Patron Count/ Volunteers						
Total Active Accounts In-City Patrons	3,093	3,067	3,058	3,047	3,032	3,047
Total Active Accounts Out-of-City Patrons	4,802	4,782	4,748	4,724	4,710	4,682
Total Volunteers	0	0	0	0	0	0
Total Volunteer Hours	0	0	0	0	0	0
Patron Visits Count	1,200	1,316	1,242	1,651	1,470	1,597
Public Use Technology						
Wireless Users Estimate	18	21	21	21	22	18
Public Computers Users This Month	143	164	139	204	182	204
Hours of Patron Computer Use	69	91	78	122	109	147
Website Sessions: Ploud, Online Catalog	1,807	2,064	1,705	1,846	1,235	1,184
Social Media Sessions: FB, Instagram, UTube	3,059	2,653	2,991	7,067	7,349	6,662

Attachment: Library - May Report (5107 : Department Reports)

YEARLY ACTIVITY REPORT FOR 2019													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVIT
CALLS FOR SERVICE	1593	1421	1566	1825	1984	1958	1985	1714	1695	1772	1530	1682	20725
OFFENSES REPORTED	75	66	76	91	95	75	77	73	63	85	83	93	952
OFFENSES CLEARED	17	12	13	15	7	12	14	14	11	18	12	14	159
OFFENSES EXCEPTIONALLY CLEARED	2	2	2	1	1	1	0	4	2	4	1	2	22
TRAFFIC CITATIONS	61	57	71	77	91	47	48	42	26	32	23	64	639
TRAFFIC ACCIDENTS	30	27	36	41	30	29	30	26	28	40	37	28	382
WARNING TICKETS	146	125	120	110	329	127	178	119	120	149	71	148	1742
ARRESTS	43	22	32	41	69	50	28	33	29	42	41	37	467
ANIMALS HANDLED	52	39	21	29	73	77	93	57	81	51	33	56	662
ALARM CALLS	54	69	16	91	97	86	68	69	89	64	53	60	816
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0	0	0	0	0
YEARLY ACTIVITY REPORT FOR 2020													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVIT
CALLS FOR SERVICE	1577	1344	1444	1351	1444	1384	1314	1371	1298	1491	1493	1282	16793
OFFENSES REPORTED	76	60	63	52	70	44	57	52	45	54	46	67	686
OFFENSES CLEARED	13	11	19	5	12	4	3	10	14	8	3	2	104
OFFENSES EXCEPTIONALLY CLEARED	0	0	5	2	4	1	2	0	1	2	0	0	17
TRAFFIC CITATIONS	28	36	48	12	23	18	25	44	17	24	7	6	288
TRAFFIC ACCIDENTS	23	27	17	24	27	22	27	23	24	26	31	22	293
WARNING TICKETS	86	80	62	22	94	68	53	62	68	64	19	10	688
ARRESTS	31	37	32	19	28	19	25	34	20	29	21	32	327
ANIMALS HANDLED	76	64	41	20	38	67	30	43	52	43	39	44	557
ALARM CALLS	51	56	42	56	42	67	62	60	56	49	40	47	628
GARAGE/YARD SALES	0	0	0	0	0	0	0	0	0	0	0	0	0
YEARLY ACTIVITY REPORT FOR 2021													
ACTIVITY	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL PER ACTIVIT
CALLS FOR SERVICE	1319	1402	2602	2076	1746								9145
OFFENSES REPORTED	52	37	79	64	58								290
OFFENSES CLEARED	4	2	42	25	16								89
OFFENSES EXCEPTIONALLY CLEARED	4	3	1	2	2								12
TRAFFIC CITATIONS	10	70	187	112	76								455
TRAFFIC ACCIDENTS	22	18	34	29	31								134
WARNING TICKETS	8	117	214	138	118								595
ARRESTS	29	18	37	29	29								142
ANIMALS HANDLED	13	30	58	52	59								212
ALARM CALLS	49	40	57	66	40								252
GARAGE/YARD SALES	0	0	0	0	0								0

Attachment: Police Department - May (5107 : Department Reports)

MONTH OF: May 2021

TO: TOM WARNER, CITY MANAGER

FROM: GARY MARTIN, CHIEF OF POLICE

BELOW IS A LIST OF THE ACTIVITIES OF THE LIBERTY POLICE DEPARTMENT.

ACTIVITY	NUMBER
CALLS FOR SERVICE	1746
OFFENSES REPORTED	58
OFFENSES CLEARED	16
EXCEPTIONALLY CLEARED	2
TRAFFIC CITATIONS	76
TRAFFIC ACCIDENTS	31
WARNING TICKETS	118
ARRESTS	29
ANIMALS HANDLED	59
ALARM CALLS	40
GARAGE/YARD SALES	0

Attachment: Police Department - May (5107 : Department Reports)

ARREST BY OFFENSE

MONTH OF: May 2021

OFFENSE	NUMBER ARRESTED
HOMICIDE	0
SEXUAL ASSAULT	0
ROBBERY	0
ASSAULT	5
BURGLARY	0
THEFT	0
MOTOR VEHICLE THEFT	0
CRIMINAL MISCHIEF	0
FORGERY	1
FALSE REPORT TO PEACE OFFICER	0
RESISTING ARREST	1
DISORDERLY CONDUCT	0
PUBLIC INTOXICATION	5
UNLAWFULLY CARRYING A WEAPON	2
POSSESSION CONTROLLED SUBSTANCE	4
CITY ORDINANCE VIOLATION	0
DRIVING WHILE INTOXICATED	2
NO INSURANCE	0
DRIVING WHILE LICENSE SUSPENDED	0
CRIMINAL TRESPASS	0
RECKLESS DRIVING	0
RECKLESS CONDUCT	0
ALL OTHER	8
Total	29

Attachment: Police Department - May (5107 : Department Reports)

SUMMARY OF ACTIVITY DETECTIVE DIVISION

MONTH OF: May 2021

OFFENSE	REPORTS ASSIGNED	OFFENSES CLEARED
HOMICIDE	<u>0</u>	<u>0</u>
SEXUAL ASSAULT	<u>1</u>	<u>0</u>
ROBBERY	<u>0</u>	<u>0</u>
ASSAULT	<u>10</u>	<u>0</u>
BURGLARY	<u>1</u>	<u>0</u>
THEFT	<u>8</u>	<u>2</u>
AUTO THEFT	<u>1</u>	<u>0</u>
FORGERY	<u>1</u>	<u>0</u>
CRIMINAL MISCHIEF	<u>2</u>	<u>0</u>
WEAPONS	<u>2</u>	<u>0</u>
NARCOTICS	<u>5</u>	<u>0</u>
ALL OTHER	<u>27</u>	<u>7</u>
TOTALS	<u>58</u>	<u>9</u>

EXCEPTIONALLY CLEARED: 153

Theft	<u>85</u>
Assault	<u>18</u>
Credit/Debit Card Abuse	<u>5</u>
Criminal Mischief	<u>8</u>
Burglary	<u>10</u>
Evading Arrest	<u>3</u>
Auto Theft	<u>3</u>
Hinder Secured Creditor	<u>7</u>
Criminal Trespass	<u>2</u>
Aggravated Robbery	<u>1</u>
Fail to comply with requirements	<u>1</u>
on striking unattended	
vehicle	
Poss of Marijuana	<u>1</u>

Terrorist Threat	<u>1</u>
Reckless Driving	<u>1</u>
Fraudulent Destruction of Writing	<u>1</u>
Duty upon striking fixed object	<u>1</u>
Sex Offender Duty to Register	<u>1</u>
Forgery of Financial Instrument	<u>2</u>
Violation of Protective Order	<u>3</u>
Possession of CS	<u>1</u>
(Deception) Forgery	<u>1</u>
Hit & Run	<u>1</u>
Forgery	<u>2</u>
Injury Elderly Person	<u>2</u>
Resist Arrest Search & Seizure	<u>1</u>

Attachment: Police Department - May (5107 : Department Reports)

ANIMAL CONTROL REPORT

MONTH OF May 2021

126 Calls for Service

27 Dogs Impounded & Boarded

0 Reclaimed by owner

0 Adopted to new owner

0 Sent to Rescue

0 Fostered to temporary home

0 Quarantined (Disease Check)

13 Euthanized & Disposed of

35 Still Boarded

2 Died in Shelter (due to poor health)

16 Cats Impounded & Boarded

0 Reclaimed by owner

0 Adopted to new owner

0 Fostered to temporary home

0 Quarantined (Disease Check)

4 Euthanized & Disposed of

8 Still Boarded

4 Died in Shelter (due to poor health)

0 Animals Euthanized (prior to required waiting period)

10 Deceased Animals picked up

0 Clinic pick ups

6 Wild Animals handled (raccoon, skunk, etc)

59 Total Animals Handled

Animal Control Officers: Matthew Kelly & Joel Villegas
Part Time Animal Control Officer:

Attachment: Police Department - May (5107 : Department Reports)

MAY // 2021 //

PUBLIC WORKS MONTHLY REPORT

STREETS DEPARTMENT -THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION

This Month's Notes

**JAMES
REDDING –
STREETS
DIRECTOR**

Notes:

- Checked flood pumps every Monday
- Closed flap gates at Main B due to river rise
- Built curb on Webster
- Started mowing route
- Repaired concrete cut on Feather Trace
- Repaired lock and chain on gate behind Regency
- Patched around town
- Helped Water Dept. with sewer repair on Lone Oak
- Picked up trees from golf course
- Repaired gate at golf course
- Took dump truck to Houston for repair
- Pumped down Main B and blocked off Bowie for flood pump motor removal
- Cleaned inlets
- Cleaned grates at Main B
- Repaired storm drain on Bowie
- Picked up dump truck in Houston
- cleaned and washed equipment and vehicles
- Ran flood pumps at Mains A and B
- Set up rented pumps at Main B
- Cleaned up debris from Main A grates
- Picked up trees that went down during storm event
- Started cutting asphalt on Texas for repairs
- Lengthened culvert at entrance to Cook cemetery Rd. and added larger wings
- Took new motor to Main B for install



BASE REPAIRS ON AVENUE E

FIXING THESE STREETS

Streets:						
	Graded:					Miles
	Swept:					Hours
	Street cut repairs:				1	Each
	Curb & Gutter Repair:				78	Feet
Drainage:						
	Ditch Cleaning:					Feet
	Culvert Installation:				45	Feet
	Catch Basin/inlets cleaned:				756	Each
	Levee Inspection:				Yes	
	Flap gate Debris Removal:					
Spraying:						
	Herbicide:					Gallons
	Mosquito:					Miles
Signs:						
	Installed					Each
	Repaired/ Replaced					Each

PARKS DEPARTMENT

MEASURE TWICE, CUT ONCE!!!

Work completed

TOM TULLOCK – PARKS

Work Completed:

Fields:

Work Performed: Picked up trash and maintained as needed.

Restrooms:

Work Performed: Washed all restrooms twice a week and cleaned and swept as needed. Replaced toilet paper and other things as needed also. Disinfected restrooms every other day due to Corona Virus.

Concession Stands:

Work Performed: Picked up trash and debris around concession stands as needed every day. Pressure washed all of them.

Splash Pad:

Work Performed: CLOSED UNTILL FURTHER NOTICE...

Jogging Trail:

Work Performed: Picked up limbs and trash as needed also, weedeated around trees and rocks as needed.

Playground Equipment:

Work Performed: Checked and made sure all playground equipment was in good working order. Picked up trash and other debris around them. Sprayed big playground with weed killer, the weeds were starting to grow through the chips.

Pocket Parks:

Work Performed: Picked up trash and other debris every day. Changed trash barrels as needed in all pocket parks. Fixed fence at dog park from damage done by mowing contractors hitting fence with mower decks.

Trees:

Work Performed: Cut down trees that had been twisted off or rotted throughout park. Picked up limbs as needed, trimmed all trees along roadway in park.

Flags:

Work Performed: Checked flags every day for damage.

Notes:

1. Filled holes throughout park.
2. Disinfected all playground equipment at the municipal park and all pocket parks.
3. Picked up limbs throughout park
4. Removed dirt from dugouts at the softball complex.
5. Pressure washed all bleachers and dugout benches at all complexes and pressure washed the concession stands.
6. Re-hung the foul nets over the bleachers at the boy's baseball complex and swept off and blew the dugouts at the boy's complex.
7. Swept out and blew off the dugouts at the T-Ball complex.
8. Repaired the entrance road.
9. Helped street department during winter storm spread sand and other things.

AMERICA RUNS ON GOOD CLEAN WATER!

**MARK REED – WATER / WASTE
WATER DIRECTOR**



SANITARY SEWER MAINTENANCE ON N. MAIN ST.

Attachment: Public Works May 2021 (5107 : Department Reports)

MONTHLY WATER REPORT

MONTH – APRIL - 2021

REPAIRS COMPLETED

15	WATER REPAIRS
25	SEWER REPAIRS

LINE MAINTENANCE (CAMEL)

38 / 724	HOURS OF OPERATION / TOTAL
4500	FEET OF SEWER LINE CLEARED / CLEANED
11	MANHOLES CLEANED

WORK COMPLETED

0	MANHOLE REPAIRS	HARDIN & AMES READINGS CHECKED DAILY
25	SEWER STOPAGES	
22	METER REPAIRS	
4	RADIO REPLACEMENTS	
0	WATER TAPS	STARTED SEWER LINE AND MANHOLE CLEANING PROGRAM
0	SEWER TAPS	
11	CUSTOMER PROBLEMS	
93	LOCATE LINES	CLOSED OUT 45 WORK ORDERS
93	TEXAS 811 LINE LOCATES	
1	METER BOXES REPLACED	
2	METER LIDS REPLACED	
0	CLEANOUTS REPLACED / INSTALLED	
0	PULLED METERS	
34	CUSTOMER REQUESTED TURN ON	
25	CUSTOMER REQUESTED TURN OFF	
12	CUT OFF SERVICE	
91	RECHECKS	
4	METERS CHANGED OUT	

MISC:**MONTHLY OPERATIONS**

2 DAILY	FREQUENCY THAT WATER WELLS ARE CHECKED
40	DISINFECTANT WATER SAMPLES THAT ARE TAKEN
10	SAMPLES FOR MONTHLY MONITORING-CHLORINE REPORT
X2/WKLY	FRQUENCY THAT LIFT-STATIONS ARE CHECKED
MONTHLY	END LINE FLUSHING



**BEAUMONT ELECTRICAL
SUBSTATION**

ELECTRICAL DEPARTMENT

WE POWER LINES THAT POWER LIVES!

CHARLES YPMA – ELECTRICAL SUPERVISOR

The Electrical Department received 66 request this month and closed out 60 of them with 6 carrying overs to jUNE 2021. The requests range from power restoration, blown fuses, saging power lines, loose guy wires to security and street lights out. The Electrical department performed all these tasks with the aid of Texas Elite Electrical Services, LLC and Davey Tree.

COMPLETED WORK REQUESTS

MISC. MAINTENANCE	24
NO POWER	21
POWER LINE ISSUE	5
POLE ISSUE	5
SECURITY LIGHT	3
STREET LIGHT	2
TOTAL INCIDENTS RESOLVED	60

Attachment: Public Works May 2021 (5107 : Department Reports)

POWER OUTAGES

May 2021

Date	Location	Time Called Out	Time Power Restored	Response Time (min)	Outage Time (min)	Cause of Outage
18	610 PORT RD	1:00 p.m.	2:15 p.m.	10	65	Blown fuse
18	138 MCMANTIS	7:06 p.m.	8:00 p.m.	12	42	Blown fuse
18	704 & 708 LAYL	11:30 p.m.	1:00 a.m.	30	60	Downed tree caused blown fuse
19	FEEDER 3 - BEAUMONT AVE	1:05 a.m.	2:40 a.m.	25	70	Tree limbs on 2 poles south of Jefferson
19	624 MILAM	5:30 a.m.	7:45 a.m.	45	90	Blown fuse at Main and Cos
26	1602 HAWTHORNE	5:40 p.m.	6:00 p.m.	5	15	Blown line fuse
27	203 AVENUE I	9:15 p.m.	11:45 p.m.	5	145	Tree limb on secondary blew transformer
28	1917 US 90	4:30 p.m.	7:15 p.m.	10	135	Solid Blade switch burnt on Center phase T2
Average				18	78	

18 Minutes 78 Minutes

Attachment: Public Works May 2021 (5107 : Department Reports)

MAY // 2021 //

MONTHLY REPORT

CITY OF LIBERTY CONSTRUCTION PROJECTS REPORT



WWTP OUTFALL

HAZARD MITIGATION GRANT PROGRAM (HMGP) DR-4332-012 WASTEWATER TREATMENT PLANT(WWTP) FLOOD MITIGATION AND IMPROVEMENTS AND WWTP OUTFALL REPLACEMENT

64% COMPLETE

NBG CONSTRUCTORS, INC

The City of Liberty, Texas Wastewater Treatment Plant Flood Mitigation and Outfall Improvements project was bid on September 10, 2020. NBG Constructors was awarded the contract for \$5,586,810.00. The Notice to Proceed was given on January 4th, 2021.

The project will include replacing the existing outfall pipe with a 42in outfall pipe along the south side of FM 3361. The Wastewater Treatment Plant will be flood protected with a combination of an earthen levee, sheet pile flood walls and concrete T walls. The final completion date for the project is January 4th, 2022.

The contractor has about 64% complete with about 4,131 ft of 42" outfall pipe installed, 3,600 CY of earthen berm, 400 lf of sheet piling and 180 CY of concrete T wall built. There have been some rain delays, however, the project is slightly ahead of schedule.

Attachment: CITY OF LIBERTY CONSTRUCTION MONTHLY REPORT _May 2021 (5107 : Department Reports)

MAY // 2021 // ISSUE NUMBER

MONTHLY REPORT



SHEET PILING ALONG BACK AND SIDE OF THE WW TREATMENT PLANT

Attachment: CITY OF LIBERTY CONSTRUCTION MONTHLY REPORT _ May 2021 (5107 : Department Reports)



OUTFALL INSTALLATION UNDER WATER ON FM 3361



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.E

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 5106)

DOC ID: 5106

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.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.F

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Announcements

INFORMATION ITEM (ID # 5105)

DOC ID: 5105

Subject: Mayor, Council & Staff Comments

Background: This agenda item affords the Mayor, Council and Members of Staff to comment on recognition of community members, city employees, upcoming events, etc.



The City of Liberty City Council

Regular Meeting

~ Minutes ~

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

April Gilliland
City Secretary
936-336-3684

Tuesday, May 11, 2021

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 May 11, 2021 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:01 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Driggers	Mayor ProTem	Present	
Dennis Beasley	Council Member	Absent	
Libby Simonson	Council Member	Present	
David Arnold	Council Member	Present	
Chipper Smith	Council Member	Present	
Neal Thornton	Council Member	Present	
Tom Warner	City Manager	Present	
Naomi Herrington	Assistant City Manager / CFO	Present	
Chris Jarmon	Assistant City Manager	Present	
Damon Jones	Public Works Director	Present	
Gary Martin	Police Chief	Present	
Brandon Davis	City Attorney	Present	
April Gilliland	City Secretary	Present	

II. INVOCATION

Invocation was given by Pastor Josh Hale, First United Methodist Church, Liberty, Texas.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas Flags were led by Public Works Director Damon Jones and Police Chief Gary Martin.

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

Minutes Acceptance: Minutes of May 11, 2021 6:00 PM (Minutes Approval)

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 signing to address the Council. There were no comments.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 5082)

Proclamation-Motorcycle Safety Awareness Month - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett read, in its entirety, a Proclamation declaring the month of May, 2021 as Motorcycle Safety and Awareness Month. Representatives from the Bikers for Christ Motorcycle Ministry Beaumont, Texas Chapter were present and expressed their appreciation for the proclamation.

ATTACHMENTS:

- Motorcycle Safety Month 2021 (DOC)

B. Information Item (ID # 5083)

City Manager's Report - City Manager Tom Warner - Topics include Chamber of Commerce Banquet, 2021 Taxable Values, Budget, AWOS, Golf Course

COMMENTS - Current Meeting:

City Manager Tom Warner reported on current City activities and projects as listed below:

- Liberty Dayton Chamber of Commerce Banquet
- 2021 Taxable Values
- AWOS
- Golf Course Renovations
- Wastewater Treatment Plant Flood Mitigation Improvements
- Update on various building projects
- COVID-19
- Current Electric Projects

ATTACHMENTS:

- City Manager's Report May 11 2021 (DOCX)

C. Information Item (ID # 5085)

Finance Report - Assistant City Manager / CFO - Naomi Herrington

COMMENTS - Current Meeting:

Assistant City Manager / CFO Naomi Herrington reported on the City's financials as of March 2021.

D. Information Item (ID # 5084)

Department Reports

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COMMENTS - Current Meeting:

City Manager Tom Warner stated that the monthly reports, submitted by the various departments, are attached to the agenda for Council's review and would answer any questions if needed. No questions were asked.

ATTACHMENTS:

- Golf Course Monthly Report (April 2021) (DOCX)
- Golf Course Renovation Photos (05-06-21) (DOCX)
- Inspections APRIL 2021 MONTHLY REPORT (XLSX)
- Library Monthly report (PDF)
- Police Department Monthly Report (PDF)
- Monthly Report-Public WorksApr21 (DOCX)
- CITY OF LIBERTY CONSTRUCTION MONTHLY REPORT _Apr 2021 (DOCX)
- Fire Department Report (XLS)

E. Information Item (ID # 5086)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Pickett, President of the Sam Rayburn Municipal Power Agency, stated that there would not be a meeting this month as there was no action for the board to take. Mayor Pickett also mentioned that the Cambridge Project was doing well and that the City of Jasper would have to appoint a new member to the board after the May Election Results.

F. Information Item (ID # 5087)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

Council Members brought up the topic of street repairs and the number of complaints they have been receiving from citizens. Would like to see an effort made to smooth or repair some roads if possible.

Mayor Pickett recognized National Nurses Week and the Liberty High School Lit Crit Team for winning their 10th state competition. He also encouraged people to get the COVID Vaccination if they choose to do so. Mayor Pickett also thank City Staff for the purchase of the iPads for Council Members.

ATTACHMENTS:

- Discussion on Board Appointments (DOCX)

VI. CONSENT AGENDA

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Chipper Smith, Council Member
AYES:	Pickett, Driggers, Simonson, Arnold, Smith, Thornton
ABSENT:	Dennis Beasley

A. Minutes Approval

1. Tuesday, April 13, 2021
2. Tuesday, April 27, 2021

VII. REGULAR AGENDA

A. Regular Session

1. Information Item (ID # 5080)

Oath of Office to be administered to re-elected Council Members - Judge Little

COMMENTS - Current Meeting:

Municipal Court Judge Michael Little administered the Oath of Office to re-elected Council Members Diane Driggers and Libby Simonson.

2. Council Action 2021-13

Council to elect a Mayor Pro Tem.

COMMENTS - Current Meeting:

A motion was made to nominate and re-elect Council Member Driggers as Mayor Pro Tem.

3. Public Hearing (ID # 5090)

Public Hearing on the Condemnation of the Structure located at 818 Robbie and determine if the structure should be repaired or demolished.

COMMENTS - Current Meeting:

At 6:51 p.m., Mayor Pickett opened the Public Hearing on the structure located at 818 Robbie. City Attorney Brandon Davis questioned Building Inspector Michelle Killebrew from BBG Consulting regarding the condition of the structure. It was asked if the structure meets building code requirements and whether or not the property posed a safety and health hazard to the public. Ms. Killebrew answered that the building does not meet building code requirements and that the property is a safety and health hazard to the public. The condition of the property was shown in photos attached to the agenda packet. The property owner did not attend the public hearing to speak, but did leave a written letter on the door of City Hall before the meeting.

At 7:00 p.m., Mayor Pickett closed the Public Hearing.

Minutes Acceptance: Minutes of May 11, 2021 6:00 PM (Minutes Approval)

ATTACHMENTS:

- EXHIBIT A - 818 Robbie (Inspection Report) (PDF)
- EXHIBIT B - 818 Robbie (Photos) (PDF)

4. Council Action 2021-14

Consider an Order of Abatement for the structure located at 818 Robbie.

COMMENTS - Current Meeting:

A motion was made that the structure located at 818 Robbie is found to be a public nuisance, and that the property owner be given 20 days to remove the structure or the City is authorized to secure the demolition.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Neal Thornton, Council Member
AYES:	Pickett, Driggers, Simonson, Arnold, Smith, Thornton
ABSENT:	Dennis Beasley

5. Resolution 2021-23

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH LIBERTY CAPSTONE PROPERTIES, LLC.

COMMENTS - Current Meeting:

Liberty Capstone Properties, LLC is proposing to build an approximately 11,000 square foot medical facility at the corner of Jefferson Drive and Chrysler Street. The developer expects to relocate the Firm Foundations Healthcare Clinic to the new facility.

The developer is requesting a property tax rebate from the City to help offset costs related to building the development. The proposed property tax rebate is a 6-year agreement that will not exceed \$50,000 in total rebates. In consideration of the rebate, the developer agrees to build a medical facility with construction costs exceeding \$2 million and agrees to open and operate the medical facility for at least the 6-year term of the 380 agreement.

A motion was made to approve the resolution authorizing the City Manager to negotiate and execute a 380 agreement with Liberty Capstone Properties, LLC.

ATTACHMENTS:

- EXHIBIT A - Liberty Capstone Properties 380 Agreement (DOCX)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Neal Thornton, Council Member
AYES:	Pickett, Driggers, Simonson, Arnold, Smith, Thornton
ABSENT:	Dennis Beasley

6. Resolution 2021-24

Minutes Acceptance: Minutes of May 11, 2021 6:00 PM (Minutes Approval)

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AWARDED A BID FOR LAWN MAINTENANCE SERVICES TO BRUSHMASTERS.

COMMENTS - Current Meeting:

On December 3, 2020 bids were received for lawn maintenance services at various City facilities. The annual cost of the existing contract is \$94,900.00. Since the contract has expired, Public Works prepared bid documents with the same conditions and frequency as the current contract. The two bids received were in the amounts of \$288,461.20 and \$300,211.40, or \$178,721.20 higher than the current cost. Due to the results of these bids staff requested, and City Council approved, rejecting the bids on January 12, 2021.

The bid specifications were modified from once per week to bi-weekly mowing during the summer season, except for City Hall, the Cultural Center, and the US 90 Highway West Median. On April 20, 2021 new bids were received for Lawn Maintenance Services. Only one bid was received in the amount of \$160,420.00 from Brushmasters. This bid is \$65,520.00 higher than what we are currently paying for lawn maintenance services.

Motion was made to approve the resolution awarding the bid to Brushmasters in the amount of \$160,420.00.

ATTACHMENTS:

- Copy of 2021Mowing BidTabs (XLSX)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chipper Smith, Council Member
SECONDER:	Libby Simonson, Council Member
AYES:	Pickett, Driggers, Simonson, Arnold, Smith, Thornton
ABSENT:	Dennis Beasley

7. Resolution 2021-25

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FORD AV, THROUGH BUY BOARD, TO PURCHASE A NEW SOUND AND VIDEO SYSTEM FOR THE COUNCIL CHAMBERS AND LIBERTY CENTER.

COMMENTS - Current Meeting:

In January 2021, the audio system for the City Council Chambers and the Liberty Center quit working. This has resulted in no audio and recording capabilities for either room. This system was installed in 2006 when the new City Hall was constructed. In addition to serving as Council Chambers, this room is also used for Municipal Court, LCDC, Planning and Zoning and for other meetings as well as the Emergency Operations Center (EOC) during natural disasters. In reviewing the City's immediate and future needs for both rooms, it was determined an audio visual (AV) firm should evaluate and recommend a system to the City. The firm, Ford AV, has completed their review of City Hall and are recommending a new audio system plus improvements to the existing video system and the installation of a camera in Council Chambers for recording council meetings. The total cost of the system is \$131,584.00 which includes the cost of all audio and video equipment and appurtenances, installation, and preventative maintenance inspection prior to expiration of the warranty and integration services.

The new AV System would be purchased through Buy Board. Buy Board is a purchasing cooperative which combines the purchase power of member organizations the leverage to achieve better pricing on products, equipment, and services.

The cost for the new AV system and cameras is \$131,584.00 of which \$30,000.00 would be paid from the Court Technology Fund, \$40,000 from the Building Security Fund and \$61,584.00 from the Public, Education and Governmental Fund.

Motion was made to approve the resolution authorizing the City Manager to execute an agreement with Ford AV, through Buy Board, to purchase a new AV system and cameras.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Council Member
SECONDER:	Diane Driggers, Mayor ProTem
AYES:	Pickett, Driggers, Simonson, Arnold, Smith, Thornton
ABSENT:	Dennis Beasley

8. Resolution 2021-26

CONSIDER A RESOLUTION OF THE CITY OF LIBERTY, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS RELATED TO THE MAIN STREET BRICK SIDEWALK PROJECT

COMMENTS - Current Meeting:

On January 15, 2021, the Texas Department of Transportation (TxDOT) issued a call for projects related to the Transportation Alternatives Set Aside (TA) Program. The program can be used to fund improvements related to bicycle infrastructure, shared use paths or sidewalk improvements. The City submitted a preliminary application and has now been requested to submit a detailed application. The proposed project would include improvements to approximately 16 blocks of sidewalks in Downtown Liberty. Major elements of the project include ADA accessible sidewalk ramps, brick sidewalks and decorative street lighting. A resolution of support is needed from the governing body to move forward with the application process.

Engineering and surveying costs were paid for by LCDC and construction will be paid for by the grant (if awarded).

Motion was made to approve the resolution authorizing the City Manager to submit a grant application for TxDOT's Transportation Set-Aside Program.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Neal Thornton, Council Member
SECONDER:	Diane Driggers, Mayor ProTem
AYES:	Pickett, Driggers, Simonson, Arnold, Smith, Thornton
ABSENT:	Dennis Beasley

9. Resolution 2021-27

CONSIDER A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS,

RATIFYING LCDC'S EXPENDITURE FOR ENGINEERING SERVICES AT LIBERTY MUNICIPAL AIRPORT.

COMMENTS - Current Meeting:

On April 20, the LCDC Board of Directors approved the expenditure of \$82,500 for engineering services at the Liberty Municipal Airport. The expenditures will be used to fund two projects:

1 - Pavement Management Plan (PMP):	\$7,500
2 - Two 10-Unit T-Hangar Plan Development:	\$75,000
Total:	\$82,500

The first project is the creation of a pavement management plan (PMP) for the runway and taxiway at the airport. The PMP is required to be on file with TxDOT for the City to continue receiving grants for the airport. The second project is to prepare the plans and specifications for two (2) 10-unit T-Hangars at the airport. The City currently has twenty (20) T-Hangars at the airport and, as of March 9th, there is a waiting list of fifteen (15) individuals requesting hangar space. This project will help meet the constant demand the airport faces for hangar space.

Motion was made to approve the resolution ratifying LCDC's expenditure for engineering services at Liberty Municipal Airport.

ATTACHMENTS:

- EXHIBIT A - LCDC Expenditure 1 (Pavement Management Plan) (PDF)
- EXHIBIT B - LCDC Expenditure 2 (T-Hangar Development) (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Driggers, Mayor ProTem
SECONDER:	Libby Simonson, Council Member
AYES:	Pickett, Driggers, Simonson, Arnold, Smith, Thornton
ABSENT:	Dennis Beasley

B. Executive Session

Tx. Gov. Code §551.071 - Private Consultation with Attorney

- Discussion with Attorney regarding contemplated/pending litigation.

At 8:02 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:37 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2021-15

Consider and take action on contemplated litigation discussed in executive session.

COMMENTS - Current Meeting:

No action was taken

RESULT: NO ACTION TAKEN

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

With no further business to discuss Mayor Pickett adjourned the meeting at 8:38 p.m.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Minutes Acceptance: Minutes of May 11, 2021 6:00 PM (Minutes Approval)

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Elections

RESOLUTION 2021-28

DOC ID: 5111

Department: Library

Subject: Voter Registration Plan

Background: The Texas Election Code designates each public library, including any branch or other service outlet, as a voter registration agency. Voter registration agencies are required to offer their clients the opportunity to register to vote. Specifically, a public library is required to provide to each person of voting age who applied in person for an original or renewal of a library card an opportunity to complete a voter registration application form.

Additionally, section 20.004 of the Texas Election Code requires a voter registration agency to "submit to the secretary of state a plan to implement voter registration procedures under this chapter."

The proposed plan will bring the library into compliance with the Texas Elections Code.

Funding Source: NA

Staff Recommendation: Staff recommends approval of the resolution ratifying the Liberty Municipal Library's voter registration plan.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY,
TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE
LAWS OF THE STATE OF TEXAS, RATIFYING THE LIBERTY
MUNICIPAL LIBRARY'S VOTER REGISTRATION PLAN**

WHEREAS, the Texas Election Code designates each public library, including any branch or other service outlet, as a voter registration agency; and

WHEREAS, voter registration agencies are required to offer their clients the opportunity to register to vote; and

WHEREAS, a public library is required to provide to each person of voting age who applied in person for an original or renewal of a library card an opportunity to complete a voter registration form; and

WHEREAS, section 20.004 of the Texas Election Code requires a voter registration agency to submit to the secretary of state a plan to implement voter registration procedures under this chapter; and

WHEREAS, Library staff has prepared the plan attached as Exhibit A in order to comply with

the Texas Elections Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby ratifies the voter registration plan for the Liberty Municipal Library attached hereto as Exhibit "A".

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

ELECTION CODE

TITLE 2. VOTER QUALIFICATIONS AND REGISTRATION

CHAPTER 20. VOTER REGISTRATION AGENCIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 20.001. DESIGNATION OF VOTER REGISTRATION AGENCIES.

(a) The following state agencies are designated as voter registration agencies:

- (1) Health and Human Services Commission;
- (2) Department of Aging and Disability Services;
- (3) Department of Assistive and Rehabilitative Services;
- (4) Department of State Health Services; and
- (5) any other agency or program as determined by the secretary of state that primarily provides:
 - (A) public assistance; or
 - (B) services to persons with disabilities.

(b) The Department of Public Safety is designated as a voter registration agency.

(c) Each public library, including any branch or other service outlet, is designated as a voter registration agency. In this chapter, "public library" means a library that:

- (1) is regularly open for business for more than 30 hours a week;
- (2) is operated by a single public agency or board;
- (3) is open without charge to all persons under identical conditions; and
- (4) receives its financial support wholly or partly from public funds.

(d) Each marriage license office of the county clerk is designated as a voter registration agency.

(e) The secretary of state shall designate other agencies or offices as voter registration agencies as necessary for compliance with federal law.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 1090 (H.B. 2068), Sec. 1, eff. September 1, 2005.

Sec. 20.002. AGENCY-PRESCRIBED REGISTRATION APPLICATION FORM. Instead of using the official voter registration application form prescribed by the secretary of state, a voter registration agency may use an official form prescribed by the agency, if approved by the secretary of state.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.003. OFFICIAL DECLINATION OF REGISTRATION FORM. The officially prescribed form for a declination of a voter registration must include:

(1) spaces for the person's signature and printed name and the date of signing;

(2) the following question, followed by appropriate boxes preceding "YES" and "NO": "If you are not registered to vote where you live now, would you like to apply to register to vote here today?";

(3) if the agency provides public assistance, the statement: "Applying to register or declining to register to vote will not affect the amount of assistance that you will be provided by this agency.";

(4) the statement: "IF YOU HAVE NOT CHECKED EITHER BOX, YOU WILL BE CONSIDERED TO HAVE DECIDED NOT TO REGISTER TO VOTE AT THIS TIME.";

(5) the statement: "If you would like help filling out the voter registration application form, we will help you. The decision whether to seek or accept help is yours. You may fill out the application form in private.";

(6) the statement: "If you believe that someone has interfered with your right to register or to decline to register to vote or with your right to privacy in deciding whether to register or in applying to register to vote, you may file a complaint with the Elections Division of the Office of the Secretary of State, P.O. Box 12060, Austin, Texas 78711.";

(7) a statement that if the applicant declines to

register to vote, that fact will remain confidential and will be used only for voter registration purposes;

(8) a statement that if the applicant does register to vote, information regarding the agency or office to which the application is submitted will remain confidential and will be used only for voter registration purposes; and

(9) a space for indicating that the applicant refused to sign the declination or kept the application to personally submit it to the voter registrar.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.004. AGENCY COORDINATOR. (a) A voter registration agency shall designate one or more persons to coordinate the agency's voter registration program. The agency shall notify the secretary of state of the name of each coordinator.

(b) The registration coordinator shall conduct training for agency employees in voter registration procedures with the assistance of the secretary of state.

(c) The agency shall submit to the secretary of state a plan to implement voter registration procedures under this chapter.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.005. DEGREE OF ASSISTANCE. A voter registration agency shall provide the same degree of assistance, including any necessary bilingual assistance, to a person in completing a voter registration form as is provided to a person in completing the agency's forms, unless the assistance is refused.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.006. DETERMINATION OF ELIGIBILITY. (a) An employee of a voter registration agency may not make a determination about a person's eligibility for registration other than a determination of whether the person is of voting age or is a United States citizen.

(b) A person's age or citizenship may be determined by the employee only if the age or citizenship can be readily determined from information filed with the agency by the person for purposes

other than voter registration.

(c) A person shall be offered voter registration assistance as provided by this chapter even if the person's age or citizenship cannot be determined.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.007. PROHIBITED ACTS. An employee of a voter registration agency may not:

(1) seek to influence an applicant's political party preference;

(2) display any political party preference or allegiance; or

(3) make any statement or take any action the purpose or effect of which is to:

(A) discourage the applicant from registering to vote; or

(B) lead the applicant to believe that a decision of whether to register has any bearing on the availability of services or benefits.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.008. ASSISTANCE BY SECRETARY OF STATE OR REGISTRAR. If a question arises concerning voter registration that an agency employee cannot answer, the employee shall provide the person:

(1) the toll-free telephone number of the Elections Division of the Office of the Secretary of State; and

(2) the telephone number of the voter registrar to whom registration applications are submitted.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.009. ADDITIONAL PROCEDURES. The secretary of state shall prescribe any additional procedures necessary for the orderly and proper administration of voter registration procedures under this chapter.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

SUBCHAPTER B. REGISTRATION ASSISTANCE GENERALLY

Sec. 20.031. FORM PROVIDED. A voter registration agency shall provide a voter registration application form to each person who is of voting age and a United States citizen in connection with the person's application for initial services, and also in connection with any recertification, renewal, or change of address, unless the person declines in writing to register to vote.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.032. REGISTRATION PROCEDURES. (a) An appropriate agency employee shall routinely inform each person who applies in person for agency services of the opportunity to complete a voter registration application form and on request shall provide nonpartisan voter registration assistance to the applicant.

(b) An agency that provides services at a person's residence shall provide the opportunity to complete the form and the assistance under Subsection (a) at the residence.

(c) On receipt of a registration application, the appropriate agency employee shall review it for completeness in the applicant's presence. If the application does not contain all the required information and the required signature, the agency employee shall return the application to the applicant for completion and resubmission.

(d) Information regarding the agency or office to which an application is submitted is confidential and may be used only for voter registration purposes.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.033. EFFECT OF SUBMISSION OF APPLICATION TO EMPLOYEE. The date of submission of a completed registration application to the agency employee is considered to be the date of submission to the voter registrar for the purpose of determining the effective date of registration only.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.034. SUBMISSION TO REGISTRAR BY APPLICANT. (a) The applicant may keep the registration application form or the

completed application to submit the application personally to the voter registrar.

(b) The agency employee shall enter on the declination of registration form a notation that after being given the opportunity to register, the applicant kept the application or application form for personal submission of the application to the registrar.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.035. DELIVERY OF APPLICATIONS TO REGISTRAR. (a) The agency shall deliver to the voter registrar of the county in which the agency office is located each completed registration application submitted to an agency employee.

(b) An application shall be delivered to the registrar not later than the fifth day after the date the application is submitted to the employee.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.036. DECLINATION OF REGISTRATION. (a) If the applicant does not wish to complete a voter registration application form, the agency employee shall request that the applicant complete and sign an official declination of registration form unless the employee determines that the applicant has previously completed and signed the form.

(b) If the applicant refuses to sign the declination form, the agency employee shall enter on the form a notation of that fact.

(c) The agency shall preserve each declination for at least 22 months after the date of signing. The declination may be retained in the applicant's file at the agency or in a separate declination file.

(d) A declination is confidential and may be used only for voter registration purposes.

(e) The secretary of state shall prescribe the procedures necessary to eliminate the filing of multiple declinations by an applicant.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.037. TELEPHONE OR MAIL SERVICES. (a) A voter

registration agency that allows a person to apply for services by mail shall deliver to an applicant by mail a voter registration application form on the approval of services for the applicant.

(b) An agency shall deliver to an applicant by mail a voter registration application form if:

(1) the agency automatically notifies an applicant to renew or recertify a service by mailing a form to the applicant; or

(2) the applicant requests services by telephone and the agency provides services in that manner.

(c) An application form delivered by mail must be accompanied by a notice informing the applicant that the application may be submitted in person or by mail to the voter registrar of the county in which the applicant resides or in person to a volunteer deputy registrar for delivery to the voter registrar of the county in which the applicant resides.

(d) The agency may maintain a written record indicating that a registration application was delivered to an applicant.

(e) The agency is not required to deliver a declination of registration form under this section.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

SUBCHAPTER C. DEPARTMENT OF PUBLIC SAFETY

Sec. 20.061. APPLICABILITY OF OTHER PROVISIONS. The other provisions of this chapter apply to the Department of Public Safety except provisions that conflict with this subchapter.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.062. DEPARTMENT FORMS AND PROCEDURE. (a) The Department of Public Safety shall prescribe and use a form and procedure that combines the department's application form for a license or card with an officially prescribed voter registration application form.

(b) The department shall prescribe and use a change of address form and procedure that combines department and voter registration functions. The form must allow a licensee or cardholder to indicate whether the change of address is also to be

used for voter registration purposes.

(c) The design, content, and physical characteristics of the department forms must be approved by the secretary of state.
Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.063. REGISTRATION PROCEDURES. (a) The Department of Public Safety shall provide to each person who applies in person at the department's offices for an original or renewal of a driver's license, a personal identification card, or a duplicate or corrected license or card an opportunity to complete a voter registration application form.

(b) When the department processes a license or card for renewal by mail, the department shall deliver to the applicant by mail a voter registration application form.

(c) A change of address that relates to a license or card and that is submitted to the department in person or by mail serves as a change of address for voter registration unless the licensee or cardholder indicates that the change is not for voter registration purposes. The date of submission of a change of address to a department employee is considered to be the date of submission to the voter registrar for the purpose of determining the effective date of registration only.

(d) If a completed voter registration application submitted to a department employee does not include the applicant's correct driver's license number or personal identification card number, a department employee shall enter the appropriate information on the application. If a completed application does not include the applicant's correct residence address or mailing address, a department employee shall obtain the appropriate information from the applicant and enter the information on the application.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.
Amended by Acts 1997, 75th Leg., ch. 454, Sec. 9, eff. Sept. 1, 1997.

Sec. 20.064. DECLINATION FORM NOT REQUIRED. The Department of Public Safety is not required to comply with the procedures prescribed by this chapter relating to the form for a declination of

voter registration.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.065. DELIVERY OF APPLICATIONS AND CHANGES OF ADDRESS. (a) At the end of each day a Department of Public Safety office is regularly open for business, the manager of the office shall deliver by mail or in person to the voter registrar of the county in which the office is located each completed voter registration application and applicable change of address submitted to a department employee.

(b) Each weekday the department is regularly open for business, the department shall electronically transfer to the secretary of state the name of each person who completes a voter registration application submitted to the department. The secretary shall prescribe procedures necessary to implement this subsection.

(c) On the weekday the secretary of state is regularly open for business following the date the secretary receives information under Subsection (b), the secretary shall inform the appropriate voter registrar of the name of each person who completes a voter registration application submitted to the department. The registrar may verify that the registrar has received each application as indicated by the information provided by the secretary under this subsection.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Amended by Acts 2001, 77th Leg., ch. 1178, Sec. 5, eff. Jan. 1, 2002.

Amended by:

Acts 2005, 79th Leg., Ch. 1105 (H.B. 2280), Sec. 8, eff. January 1, 2006.

Sec. 20.066. REGISTRATION PROCEDURES. (a) If a person completes a voter registration application as provided by Section 20.063, the Department of Public Safety shall:

(1) input the information provided on the application into the department's electronic data system; and

(2) inform the applicant that the applicant's

electronic signature provided to the department will be used for submitting the applicant's voter registration application.

(b) Not later than the fifth day after the date a person completes a voter registration application and provides an electronic signature to the department, the department shall electronically transfer the applicant's voter registration data, including the applicant's signature, to the secretary of state.

(c) The secretary of state shall prescribe additional procedures as necessary to implement this section.

(d) Expired.

(e) Expired.

Added by Acts 2001, 77th Leg., ch. 1136, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 1105 (H.B. 2280), Sec. 9, eff. January 1, 2006.

SUBCHAPTER D. PUBLIC LIBRARY

Sec. 20.091. APPLICABILITY OF OTHER PROVISIONS. The other provisions of this chapter apply to a public library except provisions that conflict with this subchapter.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.092. REGISTRATION PROCEDURE. (a) A public library shall provide to each person of voting age who applies in person for an original or renewal of a library card an opportunity to complete a voter registration application form.

(b) A public library shall use the official form prescribed by the secretary of state.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.093. DECLINATION FORM NOT REQUIRED. A public library is not required to comply with the procedures prescribed by this chapter relating to the form for a declination of voter registration.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

SUBCHAPTER E. MARRIAGE LICENSE OFFICE

Sec. 20.121. APPLICABILITY OF OTHER PROVISIONS. The other provisions of this chapter do not apply to a marriage license office of the county clerk unless expressly provided otherwise by the other provision or by rule of the secretary of state.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.122. REGISTRATION PROCEDURES. (a) When an original marriage license is returned to the licensees after being recorded, the county clerk shall also deliver to the licensees by mail two voter registration application forms.

(b) The county clerk shall use the official form prescribed by the secretary of state.

(c) The application forms must be accompanied by a notice informing the licensees that the applications may be submitted in person or by mail to the voter registrar of the county in which they reside or in person to a volunteer deputy registrar for delivery to the voter registrar of the county in which they reside.

(d) The county clerk may maintain a written record indicating that a registration application was delivered to a licensee.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Sec. 20.123. DECLINATION FORM NOT REQUIRED. The county clerk is not required to comply with the procedures prescribed by this chapter relating to the form for a declination of voter registration.

Added by Acts 1995, 74th Leg., ch. 797, Sec. 33, eff. Sept. 1, 1995.

Liberty Municipal Library National Voter Registration Act (NVRA) Implementation Plan

Library Voter Registration Coordinator:

Dana Abshier, 936-336-8901, dabshier@cityofliberty.org

The Liberty Municipal Library has been designated by the Texas Secretary of State (SOS) as a provider of voter registration services to the general public.

Basic overview of procedures:

Forms and ordering procedures: The library will distribute official Texas voter registration (VR) applications obtained from the Secretary of State's office in Austin, or from the Liberty County Elections Administrator/Voter Registrar in Liberty. Voter registration forms will be available year-round. When supplies run low, voter registration forms will be ordered from the SOS at elections@sos.texas.gov or by telephone at (512) 462-5587. Voter registration applications may also be requested from the Liberty County Elections Administrator/Voter Registrar at (936) 253-8050. The Voter Registrar's office is located at 1923 Sam Houston Street in Liberty, across the street from the Liberty County Courthouse.

Distribution and Assistance: The Liberty Municipal Library staff will ask all new library card members, renewing members, or members changing their address, if they wish to register to vote. The library's automation program will automatically prompt staff to do this with a popup reminder. If the customer wishes to register to vote or change his or her address, he or she will be offered a voter registration application. Staff will assist the customer with filling out the form if so requested. Bilingual assistance is available. If no assistance is needed the customer may fill out the form themselves while in the library or they may take the application with them. If customers have questions the staff cannot answer, they will be referred to the Secretary of State's office and/or the local voter registrar's office. Customers may either mail in the postage-paid voter registration application themselves, deliver it to the local voter registrar, or leave it with the library staff. Within five (5) days of receiving a voter registration application, the library staff will inform the Liberty County Voter Registrar that completed form(s) are ready to be picked up. (As instructed by the Liberty County Elections Administrator/Voter Registrar on May 10, 2021)

Declination: Customers who decline the opportunity to fill out a VR application will be asked to complete and sign a declination form. If the customer does not wish to complete the form, staff will fill out the form with the customer's information. All declination forms are kept in a declination file for twenty-two (22) months. Declination forms are confidential and may be used only for voter registration purposes.

Training: All staff members will receive annual training from voter registration training materials available from the SOS website <https://www.sos.state.tx.us/elections/laws/texas-public-libraries.shtml>. Training will be provided to all new hires. An in-depth voter registration policy and procedures manual will be available to staff at all times.

Hours of operation: The library is located at 1710 Sam Houston Street in Liberty Texas, and the telephone number is 936-336-8901. Library hours are Monday through Thursday from 10 a.m. to 6 p.m., Friday from 1 p.m. to 5 p.m. and Saturday from 10 a.m. to 4 p.m. Staff will be available to offer voter registration assistance until 15 minutes before closing.

The Liberty Municipal Library has offered patrons the opportunity to register to vote since 2017.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Vehicle Purchases

RESOLUTION 2021-29

DOC ID: 5114

Department: Police Department

Subject: Patrol Vehicle Purchase

Background: The 2021 vehicles will replace two 2014 Ford Explorers and one 2016 Dodge Charger that are currently being used as patrol vehicles. All three vehicles have reached end of cycle due to high mileage and maintenance costs. Three bids were requested from dealerships on the state police vehicle contract, BJ Ford, Crossroads Chrysler Dodge Jeep and Silsbee Ford. BJ Ford and Silsbee Ford were the only dealerships to submit bids, with BJ Ford submitting the low bid of \$112,439.55. This cost is for the vehicles only and does not include the cost to transfer existing radios, cameras, emergency lights, etc. to the new vehicles. Funds for this work and any necessary equipment is also included in the Police Department Budget.

Fiscal Impact: The low bid submitted for all three vehicles was \$112,439.55. Funds are available in the Police Department FY 2021 Budget to purchase the vehicles.

Staff Recommendation: Staff recommends approval of the resolution authorizing the purchase of vehicles.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY,
TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE
LAWS OF THE STATE OF TEXAS, AUTHORIZING THE PURCHASE
OF THREE (3) LIBERTY POLICE DEPARTMENT VEHICLES**

WHEREAS, the 2021 vehicles to be purchased for the Liberty Police Department will replace two (2) 2014 Ford Explorers and one (1) 2016 Dodge Charger that are currently being used as patrol vehicles; and

WHEREAS, all three (3) vehicles have reached end of cycle due to high mileage and maintenance costs; and

WHEREAS, three (3) bids were requested from dealerships on the state police vehicle contract: BJ Ford, Crossroads Chrysler Dodge Jeep and Silsbee Ford; and

WHEREAS, BJ Ford and Silsbee Ford were the only dealerships to submit bids, with BJ Ford submitting the low bid of \$112,439.55; and

WHEREAS, this cost is for the vehicles only and does not include the cost to transfer existing radios, cameras, emergency lights, etc. to the new vehicles; and

WHEREAS, funds for this work and any necessary equipment are also included in the FY 2021 Liberty Police Department Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the purchase of three (3) Liberty Police Department vehicles from BJ Ford.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

BJ FORD

3560 Hwy 90 - P.O. Box 2080 - Liberty, Texas 77575
(936) 36-2215 - (800) 374-7646 - Fax: (936) 336-2503 - bjford.com

Buyer:		Co Buyer:		Deal #: 45642																																																							
CITY OF LIBERTY				Deal Date: 05/11/2021																																																							
1829 SAM HOUSTON ST				Print Time: 03:41am																																																							
LIBERTY, TX 77575																																																											
Home #: (936) 336-3684		Home #:		Salesperson: MICHAEL RAY TEMPLETON JR.																																																							
Work #: (936) 336-3684		Work #:																																																									
Vehicle																																																											
New ☒		Stock #:	Description:	VIN:	Mileage:																																																						
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CUSTOMER: _____

SALESPERSON: _____

SALES MGR: _____

Attachment: patrol vehicle quote (RES-2021-29 : Patrol Vehicle Purchase)



Prepared by: Richard Hyder

05/10/2021

Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,845.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$3,530.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Richard Hyder

05/10/2021

Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).</i>	\$60.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
17A	Rear Auxiliary Air Conditioning	\$610.00
61B	OBD-II Split Connector <i>Allows up to 2 devices to be connected to the vehicle's OBD-II port.</i>	\$55.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Color		
96_01	Charcoal Black	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$38,825.00
Destination Charge		\$1,245.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Richard Hyder
05/10/2021

Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		\$40,070.00

Attachment: patrol vehicle quote (RES-2021-29 : Patrol Vehicle Purchase)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Property

RESOLUTION 2021-30

DOC ID: 5113

Department: Public Works

Subject: Street and Sanitary Sewer Easements

Background: During a review of the plans for the new Fuel Max in the 1000 block of North Main (Loop 227), it was determined that the street and a sanitary sewer line in front of the Fuel Max were on private property. Apparently, when the City sold the property years ago, easements for the street and sanitary sewer line were not retained by the City. Dedication of these easements by prescriptive rights means the street and sanitary sewer line have been used by public purposes for at least the last ten (10) years. Copies of the easements are enclosed.

Funding Source: N/A

Staff Recommendation: Staff recommends City Council authorize the City Manager to file the easements.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY,
TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE
LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY
MANAGER TO RECORD STREET AND SANITARY SEWER
PRESCRIPTIVE EASEMENTS**

WHEREAS, during a review of the plans for the new Fuel Maxx in the 1000 block of North Main (Loop 227), it was determined that the street and a sanitary sewer line in front of the Fuel Maxx were on private property; and

WHEREAS, when the City sold the property years ago, easements for the street and sanitary sewer line were not retained by the City; and

WHEREAS, dedication of these easements by prescriptive rights means the street and sanitary sewer line have been used by public purposes for at least the last ten (10) years; and

WHEREAS, the prescriptive easements to be recorded are described and depicted in Exhibits "A" through "D" attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the City Manager to record the street and sanitary sewer prescriptive easements attached hereto.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

EXHIBIT "A"

30' ROAD EASEMENT

Legal Description: 0.0869 Acre Road Easement
Out of and Part of Lot 2
Outer Block 15 of the City of Liberty
Liberty Town East League, Abstract No. 359
Liberty County, Texas

BEING a 0.0869 acre road easement situated in the Liberty Town East League, Abstract No. 359, Liberty County, Texas and being out of and part of Lot 2 of Outer Block 15 of the City of Liberty, a subdivision of Liberty County, Texas, and being out of and part of that certain called 4.9091 acre tract of land, as described in a "Warranty Deed with Vendor's Lien" from Jayar, Inc. and Pelcon Properties, Inc to Nova Shopping Center Inc. as recorded in Clerk's File No. 2021006580, Official Public Records, Liberty County, Texas, said 0.0869 acre easement being more particularly described as follows:

NOTE: All bearings are referenced to the East line of that certain called 4.9091 acre tract of land, as described in Clerk's File No. 2021006580, Official Public Records, Liberty County, Texas as SOUTH 00°00'00" WEST.

BEGINNING at a scribed "X" found in concrete in the South right-of-way line of Monta Street (width varies), said corner being the Southeast corner of that certain called 0.119 acre save and except tract for road widening, as described in a "Special Warranty Deed" from the City of Liberty to Jayar, Inc. as recorded in Volume 1726, Page 303, Liberty County, Texas, said corner being the Northeast corner of said 4.9091 acre Nova Shopping Center Inc. tract, said corner also being the West line of the remainder of said Lot 2 of Outer Block 15;

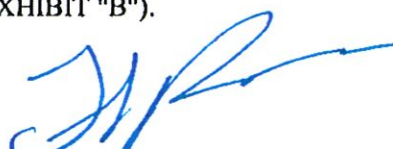
THENCE SOUTH 00°00'00" WEST, along and with the East line of said 4.9091 acre Nova Shopping Center Inc. tract, the same being the West line of the remainder of said Lot 2 of Outer Block 15, for a distance of 105.06 feet to an iron rod with cap, said corner being in the Northwest right-of-way line of Main Street (also known as State Highway 146)(width varies), said corner also being the beginning of a curve turning to the left having a radius of 1,959.86 feet and being subtended by a chord bearing SOUTH 35°00'36" WEST having a chord length of 52.29 feet;

THENCE SOUTHWESTERLY, along and with the Northwest right-of-way line of Main Street and said curve, for an arc length of 52.29 feet to a point for corner;

THENCE NORTH 00°00'00" EAST, over and across the said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 147.84 feet to a point for corner, said corner being in the South line of Monta Street, the same being the South line of said 0.119 acre save and except tract and also being in the North line of said 4.9091 acre Nova Shopping Center Inc. tract;

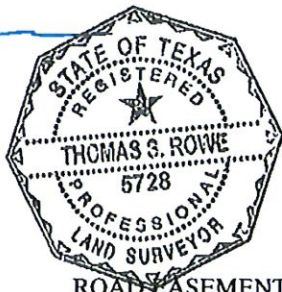
THENCE NORTH 89°55'04" EAST, along and with the South line of Monta Street, the same being the South line of said 0.119 acre save and except tract and also being in the North line of said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.0869 Acres in easement, more or less.

Surveyed on April 19, 2021. This legal description is being submitted along with a plat based on this survey (see EXHIBIT "B").


Thomas S. Rowe, RPLS No. 5728

Texas Surveying Firm No.: 10106700

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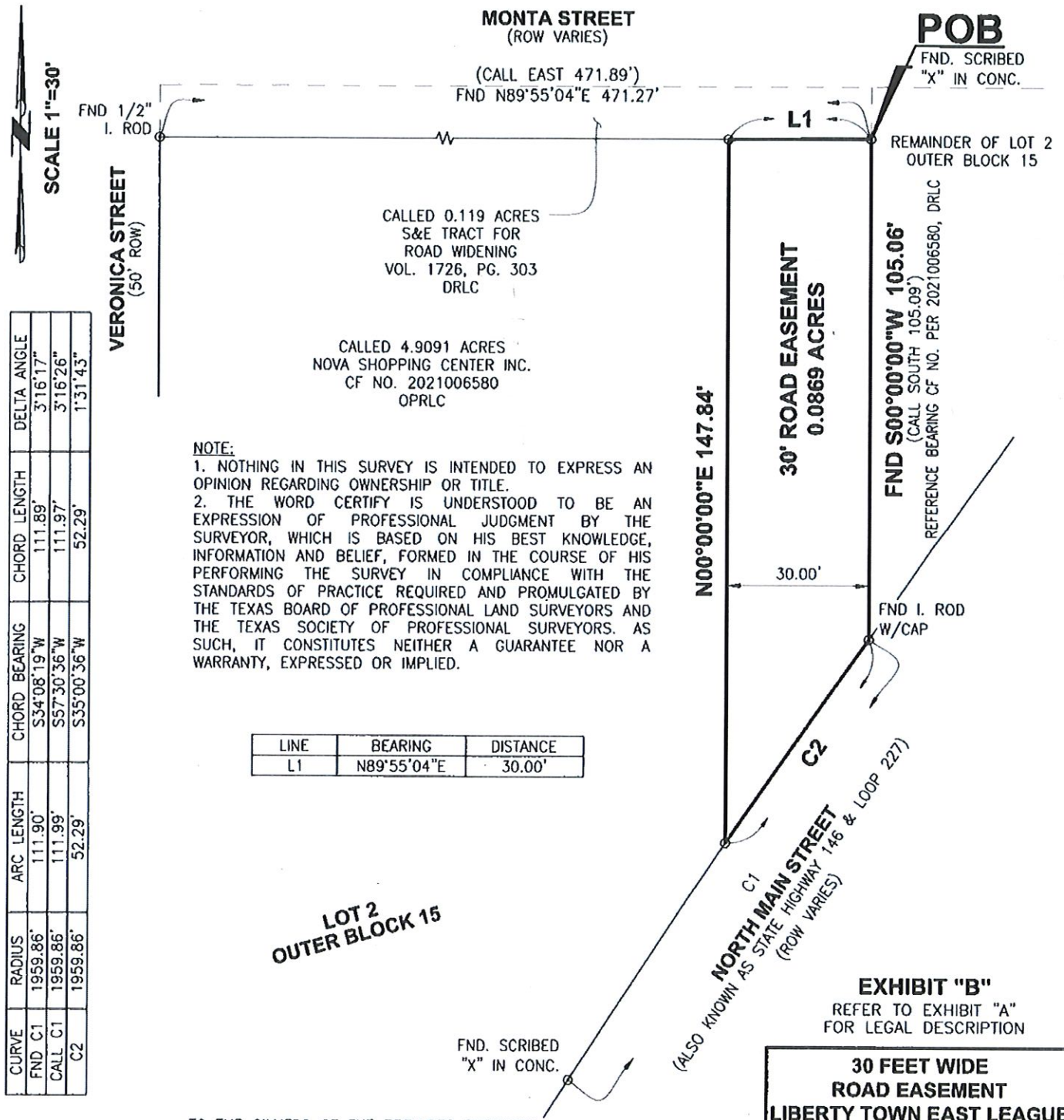


ROAD EASEMENT

Page 1 of 1

MARK W. WHITELEY & ASSOCIATES, INC.

Attachment: Road Easement Main & Monta (RES-2021-30 : Street and Sanitary Sewer Easements)



TO THE OWNERS OF THE PREMISES SURVEYED
AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY
MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED
HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE
SURVEY.

DATE SURVEYED: APRIL 19, 2021

THOMAS S. ROWE - REGISTERED PROFESSIONAL LAND SURVEYOR No. 5728



EXHIBIT "B"
REFER TO EXHIBIT "A"
FOR LEGAL DESCRIPTION

**30 FEET WIDE
ROAD EASEMENT
LIBERTY TOWN EAST LEAGUE
ABSTRACT NO. 359
LIBERTY
LIBERTY COUNTY, TEXAS**

DR BY: THC	CK BY: SAW	APP BY: TSR
VER: ACAD 2019	SCALE: 1"=30'	SHEET NO: 1 OF 1
DATE: MAY 12, 2021		
FILE: W:\2021\21-581\21-581_ROAD EASEMENT.DWG	JOB NO: 21-581_ROAD EASEMENT	

MWA
MARK WHITELEY & ASSOCIATES, LLC
CIVIL ENGINEERING | LAND SURVEYING | PIPELINE SERVICES
TEXAS SURVEYING FIRM NO. 10106700
TEXAS ENGINEERING FIRM NO. F-2633
3250 EAST EX FWY, BEAUMONT, TEXAS 77703

EXHIBIT "C"
10' SANITARY SEWER EASEMENT

Legal Description: 0.0713 Acre Sanitary Sewer Easement
 Out of and Part of Lot 2
 Outer Block 15 of the City of Liberty
 Liberty Town East League, Abstract No. 359
 Liberty County, Texas

BEING a 0.0713 acre sanitary sewer easement situated in the Liberty Town East League, Abstract No. 359, Liberty County, Texas and being out of and part of Lot 2 of Outer Block 15 of the City of Liberty, a subdivision of Liberty County, Texas, and being out of and part of that certain called 4.9091 acre tract of land, as described in a "Warranty Deed with Vendor's Lien" from Jayar, Inc. and Pelcon Properties, Inc to Nova Shopping Center Inc. as recorded in Clerk's File No. 2021006580, Official Public Records, Liberty County, Texas, said 0.0713 acre easement being more particularly described as follows:

NOTE: All bearings are referenced to the East line of that certain called 4.9091 acre tract of land, as described in Clerk's File No. 2021006580, Official Public Records, Liberty County, Texas as SOUTH 00°00'00" WEST.

COMMENCING at a scribed "X" found in concrete in the South right-of-way line of Monta Street (width varies), said corner being the Southeast corner of that certain called 0.119 acre save and except tract for road widening, as described in a "Special Warranty Deed" from the City of Liberty to Jayar, Inc. as recorded in Volume 1726, Page 303, Liberty County, Texas, said corner being the Northeast corner of said 4.9091 acre Nova Shopping Center Inc. tract, said corner also being the West line of the remainder of said Lot 2 of Outer Block 15;

THENCE SOUTH 89°55'04" WEST, along and with the South line of Monta Street, the same being the South line of said 0.119 acre save and except tract and also being in the North line of said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 154.63 feet to the **POINT OF BEGINNING** of the easement herein described;

THENCE SOUTH 04°52'58" WEST, over and across the said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 190.26 feet to a point for corner;

THENCE SOUTH 89°58'38" EAST, continuing over and across the said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 113.04 feet to a point for corner, said corner being in the Northwest right-of-way line of Main Street (also known as State Highway 146)(width varies), said corner also being the beginning of a curve turning to the left having a radius of 1,959.86 feet and being subtended by a chord bearing SOUTH 32°38'20" WEST having a chord length of 9.29 feet;

THENCE SOUTHWESTERLY, along and with the Northwest right-of-way line of Main Street and said curve, for an arc length of 9.29 feet to a scribed "X" found for corner, said corner also being the beginning of a curve turning to the left having a radius of 1,960.07 feet and being subtended by a chord bearing SOUTH 36°42'49" WEST having a chord length of 2.71 feet;

SANITARY SEWER EASEMENT

Page 1 of 2

MARK W. WHITELEY & ASSOCIATES, INC.

Attachment: Sanitary Sewer Easement 1000 Block N Main Fuel Max (RES-2021-30 : Street and Sanitary Sewer Easements)

THENCE SOUTHWESTERLY, continuing along and with the Northwest right-of-way line of Main Street and said curve, for an arc length of 2.71 feet to a point for corner;

THENCE NORTH 89°58'38" WEST, over and across the said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 117.30 feet to a point for corner;

THENCE NORTH 04°52'58" EAST, continuing over and across the said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 200.28 feet to a point for corner, said corner being in the South line of Monta Street, the same being the South line of said 0.119 acre save and except tract and also being in the North line of said 4.9091 acre Nova Shopping Center Inc. tract;

THENCE NORTH 89°55'04" EAST, along and with the South line of Monta Street, the same being the South line of said 0.119 acre save and except tract and also being in the North line of said 4.9091 acre Nova Shopping Center Inc. tract, for a distance of 10.04 feet to the **POINT OF BEGINNING** and containing 0.0713 Acres in easement, more or less.

Surveyed on April 19, 2021. This legal description is being submitted along with a plat based on this survey (see EXHIBIT "B").

Thomas S. Rowe, RPLS No. 5728

Texas Surveying Firm No.: 10106700



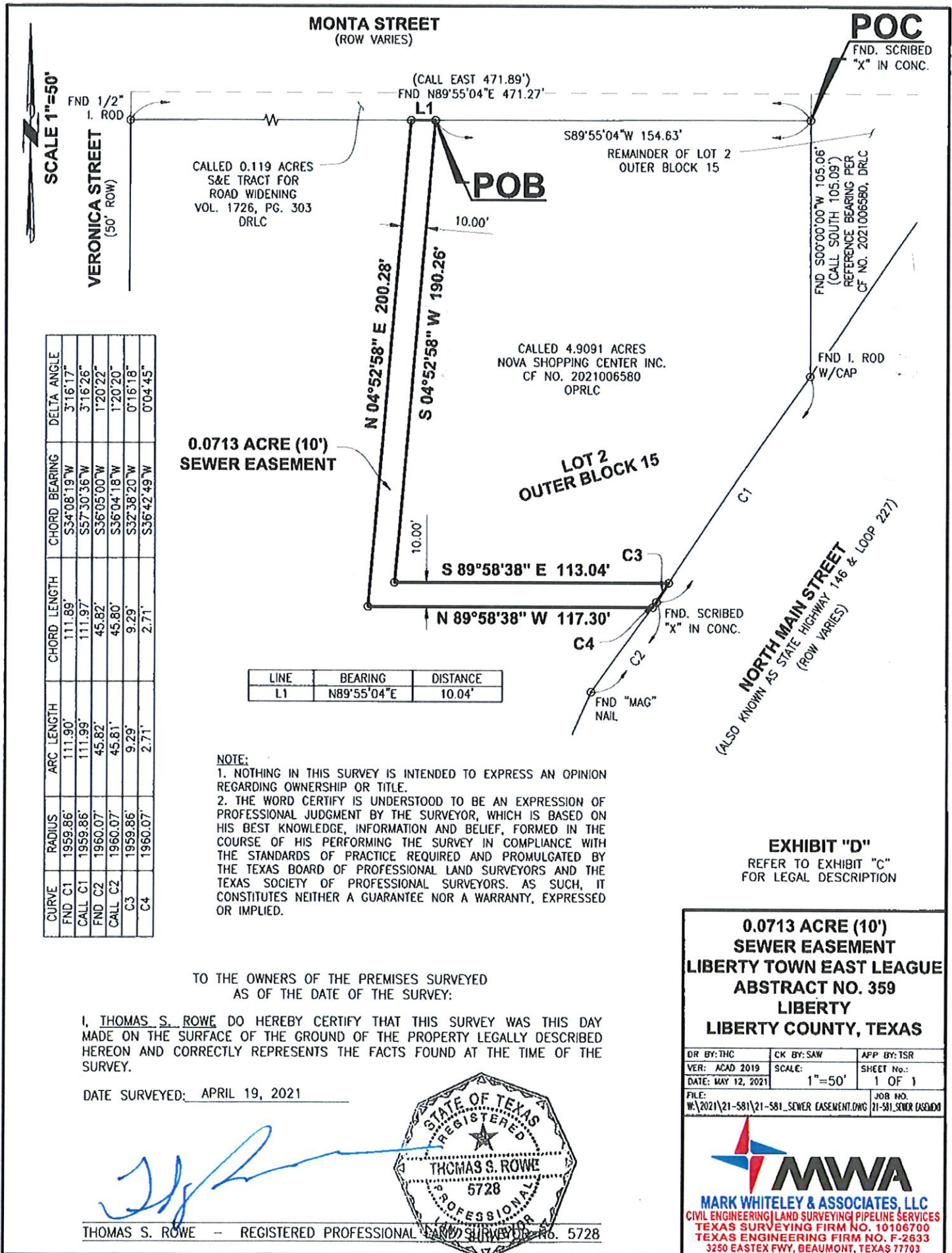
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SANITARY SEWER EASEMENT

Page 2 of 2

MARK W. WHITELEY & ASSOCIATES, INC.

Attachment: Sanitary Sewer Easement 1000 Block N Main Fuel Max (RES-2021-30 : Street and Sanitary Sewer Easements)





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Citizen Issues

INFORMATION ITEM (ID # 5117)

DOC ID: 5117

Subject: Lawn Maintenance contract for Various City Properties and Highway 90 Median.



REQUEST FOR PLACEMENT OF AN ISSUE ON A CITY COUNCIL AGENDA

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

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

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

Date of Submission of Request

May 19, 2021

Date of Council Meeting

June 8, 2021

Name

Jesse Dwayne & Paula Lopez

Street Address

152 Linden Lane

City

Liberty

State

TX

Zip Code

77571

Telephone No.

[Redacted]

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

Mowing Contract

We have a month to month - prices good for 2 years.

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

For City Use Only

Date this form given to the City Manager

May 20, 2021

Date requestor was notified

May 26, 2021

Comments

Attachment: Lopez Request for Placement on Agenda (5117 : Lawn Maintenance Contract - Lopez)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 5108)

DOC ID: 5108

Department: Public Works

Subject: 2020 Drinking Water Quality Report (CCR).

Background: The CCR is an annual water quality report that the Safe Drinking Water Act requires a community water system to provide to its customers. This report summarizes information the City's water system already collects to comply with Federal and State regulations. Included in the report is information about the source of water used, regulated contaminants found in drinking water, violations, compliance with drinking water rules and numerous other information. This year, as with preceding years, the City's water system meets or exceeds all Federal (EPA) drinking water requirements. A copy of the CCR is enclosed.

Funding Source: NA

Staff Recommendation: Staff recommends City Council conduct the Public Hearing.

The following table lists all the federally regulated or monitored contaminants which have been found in your drinking water. The U.S. EPA requires water systems to test for up to 97 contaminants.

Important Drinking Water Definitions:

TT: Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

MRDLG: Maximum Residual Disinfectant Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

MRDL: Maximum Residual Disinfectant Level: The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MCLG: Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MCL: Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

AL: Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

ALG: The level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety.

Collection Date	Violation	Inorganic Contaminant	Highest Level Detected	Range of Individual Samples	MCL	MCLG	Unit of Measure	Source of Constituent
2020	N	Arsenic	2.6	2.6-2.6	10	0	ppb	Erosion of natural deposits; runoff from Orchards; runoff from glass and electronics productions waste.
2020	N	Barium	0.115	0.115-0.115	2	2	ppm	Discharge of drilling wastes; discharge from Metal Refineries; erosion of natural deposits.
2020	N	Fluoride	.35	.35-.35	4.0	4	ppm	Erosion of natural deposits; Water additive which promotes strong teeth discharge from fertilizer & aluminum factories.
2020	N	Selenium	3.2	3.2-3.2	50	50	ppb	Discharge from petroleum and metal refineries: Erosion of natural deposits: Discharge from mines.
Collection Date	Violation	Disinfection By-Products	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Unit of Measure	Source of Contamination
2020	N	Haloacetic Acids (HAA5)	1	1-1	No Goal for the total	60	ppb	By-Product of drinking water disinfection
Disinfectant Residual	Year	Avg Level	Range of Level Detected	MRDL	MRDLG	Violation	Unit of Measure	Source of Chemical
	2020	1.60	1.43-1.69	4	4	N	mg/l	Water additive used to control microbes
Violations								
Violation Type					Violation Begin	Violation End	Violation Explanation	
None								

Total Coliform: Total coliform bacteria are used as indicators of microbial contamination of drinking water because testing for them is easy. While not disease-causing organisms themselves, they are often found in association with other microbes that capable of causing disease. Coliform bacteria are harder than many disease-causing organisms; therefore, their absence from water is a good indication that the water is microbiologically safe for human consumption

MFL: million fibers per liter (a measure of asbestos)

Disinfection Byproducts: Not reported or none detected

NTU: Nephelometric turbidity units (a measure of turbidity)

Na: not applicable

AVG: Regulatory compliance with some MCLs are based on running annual average of monthly samples.

pCi/L: Picocuries per liter (a measure of radioactivity)

Organic Contaminants: Testing waived, not reported, or none detected

Abbreviations

ppm-parts per million, or milligrams per liter (mg/L)

ppb-parts per billion, or micrograms per liter (mg/L)

ppt-parts per trillion, or nanograms per liter (ng/L)

ppq-parts per quadrillion, or pictograms per liter(pg/L)

For more information contact:

City of Liberty Attn: Mark Reed 1829 Sam Houston Liberty, Texas 77575 936-336-2910

mreed@cityofliberty.org

City of Liberty 2020 Drinking Water Quality Report

Special Notice for the ELDERLY, INFANTS, CANCER PATIENTS, people with HIV/AIDS or other immune problems:

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The EPA/Centers for Disease Control and Prevention (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

Our Drinking Water Meets or Exceeds All Federal (EPA) Drinking Water Requirements

This report is a summary of the quality of the water we provide our customers. The analysis was made by using the data from the most recent U.S. Environmental Protection Agency (EPA) required tests and is presented in the attached pages. We hope this information helps you become more knowledgeable about what's in your drinking water. **WATER SOURCES:** The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water before treatment include: microbes, inorganic contaminants, pesticides, herbicides, radioactive contaminants, and organic chemical contaminants. Some more knowledgeable about what's in your drinking water.

En Español Este informe incluye información importante sobre el agua potable. Si tiene preguntas o comentarios sobre éste informe en español, favor de llamar al tel. (936)336 - 3684 - para hablar con una persona bilingüe en español.

Where do we get our drinking water?

Our drinking water is obtained from GROUND water sources. It comes from the following Lake/River/Reservoir/Aquifer: Gulf Coast Aquifer. A Source Water Susceptibility Assessment for your drinking water sources(s) is currently being updated by the Texas Commission on Environmental Quality and will be provided to us this year. The report will describe the susceptibility and types of constituents that may come into contact with your drinking water source based on human activities and natural conditions. The information contained in the assessment will allow us to focus our source water protection strategies. For more information on source water assessments and protection efforts at our system, please contact us.

ALL drinking water may contain contaminants.

When drinking water meets federal standards there may not be any health based benefits to purchasing bottled water or point of use devices. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (1-800-426-4791).

Secondary Constituents

Many constituents (such as calcium, sodium, or iron) which are often found in drinking water, can cause taste, color, and odor problems. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas, not the EPA. These constituents are not causes for health concern. Therefore, are not required to be reported in this document but they may greatly affect the appearance and taste of your water.

Water Loss

In the water loss audit submitted to the Texas Water Development Board for the time period of Jan-Dec 2020, our system lost an estimated 124,952,408 gallons of water. If you have any questions about the water loss audit please call PWS phone number.

Public Participation Opportunities

June 8, 2021 at 6:00pm at City Hall in the Council Chambers.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Proposed Projects and Funding

RESOLUTION 2021-31

DOC ID: 5109

Department: Community Development

Subject: Humphreys Cultural Center Repairs

Background: The proposed agreement will include preparing a revised set of building enclosure repair documents (plans and specifications), bidding support services and construction phase services. The cost for each of these elements is provided below:

1. Design & Construction Documents	\$13,700
2. Bidding Support Services	\$ 7,200
3. <u>Construction Phase Services</u>	<u>\$57,400</u>
Total	\$78,300

The scope of work will include:

1. Full replacement of built- up roof at original 1969 building.
2. Isolated roof repairs at modified bitumen roofs at 2008 building, including drain repairs.
3. Repair or replacement of skylights, including perimeter tie-in to adjacent air/water barrier in CMU wall assembly.
4. Cleaning and coating/sealing of CMU walls.

The estimated cost of the repairs is \$1,500,000.

Fiscal Impact: Funds are available from the Cultural Center settlement.

Staff Recommendation: Staff recommends approval of the resolution authorizing the City Manager to execute a professional services agreement for improvements to the Humphreys Cultural Center.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE AGREEMENT WITH WJE FOR PROFESSIONAL SERVICES

WHEREAS, the Humphreys Cultural Center is an asset to the City of Liberty that serves our community in multiple ways; and

WHEREAS, the Cultural Center currently experiences water leaks at multiple locations; and

WHEREAS, the City Council previously hired Wiss, Janney, Elstner Associates, Inc. ("WJE") to inspect the Cultural Center and prepare a design for repairs; and

WHEREAS, the City Council desires to re-engage WJE to re-design the needed repairs, help with the bidding process, and represent the City during the construction phase of the project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby approves hiring Wiss, Janney, Elstner Associates, Inc. to provide professional services related to the preparation of a revised set of building enclosure repair documents (plans and specifications) for the Humphreys Cultural Center, bid support services, and construction phase services.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary



Wiss, Janney, Elstner Associates, Inc.
 4321 West Sam Houston Parkway North, Suite 190, Houston, Texas 77043
 832.467.2177 tel
 Texas Registered Engineering Firm F-0093
 www.wje.com

May 27, 2021

Mr. Tom Warner
 City Manager
 City of Liberty
 1829 Sam Houston St.
 Liberty, Texas 77575

Proposal for Enclosure Repair Design Services

Humphreys Cultural Center
 WJE No. 2021.3310.0

Dear Mr. Warner:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this proposal for additional professional engineering services for the preparation of revised repair documents for building enclosure repairs of the Humphreys Cultural Center located at 1710 Sam Houston St. in Liberty, Texas. This proposal includes background information, proposed scope of services, and fees.

BACKGROUND INFORMATION

The Humphreys Cultural Center (Building) is a two-story building, which was built in two phases. The original building was built in 1969, and the additions on the northwest and northeast ends of the building were built in 2008. The building enclosure systems are generally composed of CMU exterior walls, aluminum framed windows and skylights, a built-up roof system at the original building, and modified bitumen membrane roofs with granulate surfacing at the 2008 additions.

WJE has performed previous assessments at the building to investigate on-going water infiltration through the roofs and walls, as well as various other enclosure and structural items. WJE previously prepared a set of repair drawings and specifications for the building related to building enclosure, structural, and MEP repairs. The latest set of the repair documents were marked as "Issued for Bidding" and dated February 22, 2018. To date, the repairs included in these documents have not yet been performed.

The City of Liberty has requested that WJE provide a revised set of repair documents to focus only on the priority building enclosure repairs to address the on-going water infiltration experienced at the building. It is our understanding the general scope of repairs are to include the following:

- Full replacement of built-up roof at original 1969 building.
- Isolated roof repairs at modified bitumen roofs at 2008 building, including drain repairs.
- Repair or replacement of skylights, including perimeter tie-in to adjacent air/water barrier in CMU wall assembly.
- Cleaning and coating/sealing of CMU exterior walls.



- Replace all sealant at exterior joints, including window/door perimeters and CMU control joints.
- Replace missing weather-stripping at entrance doors.
- Isolated replacement of interior flooring removed due to water leakage.

SCOPE OF SERVICES

Our scopes of services will include preparing a revised set of building enclosure repair documents, including drawings and specifications, in addition to providing bidding and construction phase services for the repairs. Below is a detailed description of our proposed scope of services.

Design and Construction Documents

Additional Site Visit - WJE will perform an additional site visit to obtain field measurements and additional information for the final development of construction details for the enclosure repairs.

Construction Documents - WJE will revise our previously prepared drawings and specifications to include only priority enclosure repair items to address the water infiltration issues, as listed above. The drawings will include a set of professionally prepared drawings that will orient and describe specific work to be performed during the repairs. The drawings will be complemented by a Project Manual containing Bid Documents, Construction Documents, Division One-General Requirements, as well as appropriate technical specification sections. The Project Manual will be developed and presented in an acknowledged and acceptable format, and will incorporate agreement forms, bonds, insurance requirements, etc. acceptable to the Owner, and their legal counsel. It is our intent to propose the American Institute of Architects (AIA) standard documents for the general conditions and contract between the owner and contractor. If alternative general conditions and contracts are anticipated, we ask that we be able to review these documents in order to evaluate and provide feedback regarding the responsibilities required of the designer of record.

Limitation of Construction Documents

Our scope of work for the construction documents phase assumes there are no hidden structural problems with the building roof deck or frame systems that we are unaware of, which may warrant further investigation, testing and engineering analysis.

Bidding Support Services

To assist the City of Liberty in obtaining competitive bids and evaluating the bids received, we propose to provide the following services:

- Provide a list of suggested bidders
- Prepare and issue bid documents.
- Conduct a pre-bid meeting.
- Answer contractor questions during bidding in the form of addenda.
- Evaluate and provide a tabulated comparison of the bids received.



Construction Phase Services

The purpose of our construction phase services is to assist in managing the contract between the Owner and Contractor. WJE can provide assistance in reviewing the agreement, change orders, pay applications, submittals, substitutions, etc., as well as provide on-site observations of the work-in-progress to help assure the work is performed in general accordance with the contract documents. WJE will provide the following scope of services during the construction phase of the remediation project:

Construction Contract Administration

- Review submittals, as required by the Specifications.
- Attend pre-construction meetings for each major aspect of the repair.
- Attend progress meetings with the Owner and Contractor throughout the project. Our fee assumes progress meetings will be held during WJE's scheduled quality assurance site visits.
- Review results of mock-ups and testing required by the Specifications.
- Review change order requests from the Contractor and generate change orders on behalf of the owner.
- Review pay applications.
- Review and respond to Requests for Information (RFI).
- Provide Engineer's Supplemental Instructions (ESI's) as needed. If significant unforeseen problems are encountered, a change in engineering scope and associated fees may be required.
- At the close-out of the project, WJE will provide the Owner a close-out binder that includes all warranties, approved submittals, site visit reports, and other relevant project information.

Quality Assurance Services

On behalf of the Owner, WJE will conduct on-site observations of the work-in-progress. Site Visit Reports will be issued to document observations and required action items. The purpose of these observations will be to help assure that the work is in conformance with the contract documents. The schedule for site visits can be determined depending on project needs or the Owner's desire for more or less on-site observations of the work-in-progress. For the purposes of our cost estimates, we have assumed a total of sixteen (16) site visits will be performed to observe the on-going work, which would allow for weekly site visits assuming an estimated four month construction schedule. The total number of visits can be adjusted up or down to meet the project needs, and our fees adjusted accordingly. Additional site visits over the budgeted 16 visits can be performed as requested, and will be billed as Additional Services.

FEES

The scope of services described above can be performed for a Fixed Fee of **\$78,300**, including all estimated reasonable expenses. An estimated breakdown is provided below for each of the service phases; however, this breakdown should not be construed as individual fixed fee costs for the particular phase.



Table 1. Fee Breakdown

Phase of Service	Fee
Design and Construction Documents	\$ 13,700
Bidding Support Services	\$ 7,200
Construction Phase Services	\$ 57,400
Total	\$ 78,300

Any tasks not specifically outlined in our Scope of Services section above are not included in our Basic Services scope of work or fee. Any services performed outside of this scope will be considered Additional Services and can be provided at your request according to the terms of our Agreement. All Additional Service items will be billed at our hourly rates in effect at the time the work is performed. Our current hourly rates are shown in Table 2 below for reference.

Table 2. Hourly Billing Rates

Professional Staff		Professional Support Staff	
Principal	\$290.00	Senior Specialist	\$150.00
Associate Principal	\$235.00	Specialist	\$135.00
Senior Associate	\$205.00		
Associate III	\$185.00	Senior Technician	\$115.00
Associate II	\$160.00	Technician II	\$100.00
Associate I	\$130.00	Technician I	\$85.00

AUTHORIZATION

Please provide formal authorization to proceed by signing in the space provided below. This proposal and the attached Standard Terms and Conditions will be the contract under which all of our services will be provided.

We understand our contract will be with, and our invoices will be paid directly by the City of Liberty. Any exceptions to this proposal or terms and conditions should be listed, dated, initialed. Any exceptions will need to be reviewed by WJE. To expedite authorization, you can email a signed copy of this agreement to the undersigned at bboaz@wje.com. Please provide any special procedures necessary for your authorization and any special invoicing requirements to help ensure efficient processing of our invoices.



Mr. Tom Warner
City of Liberty
May 27, 2021
Page 5

CLOSING

We appreciate the opportunity to continue to assist you on this project. Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Brandon Boaz, PE, RRC
Senior Associate and Project Manager

Agreed and Approved:

Name: _____ (please print)

Authorized Signature: _____

Title: _____

As Agent or Principal For: _____

Date: _____



Terms and Conditions for Professional Services

V2NAT

Page 1 of 2

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



Terms and Conditions for Professional Services

V2NAT

Page 2 of 2

existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Proposed Projects and Funding

7.A.4

RESOLUTION 2021-32

DOC ID: 5110

Department: Public Works

Subject: Flood Protection Planning for Watersheds

Background: Chambers and Liberty Counties have experienced severe flooding numerous times within the last 5 years. This flooding is attributed to several extreme storm events, most notably Hurricane Harvey in 2017 (DR-4332) and Tropical Storm Imelda in 2019 (DR-4466). The flooding caused by storm events has resulted in the loss of life, damage to property, and left major roadways impassible for extended periods of time. The cost of flood damages to the communities in Chambers and Liberty Counties emphasizes the need to perform a regional flood protection planning study to better assess existing flood hazards and plan for projects that reduce the risk and damages from flood waters.

Chambers County (the County) successfully submitted an application for financial assistance to the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) program on October 19, 2020. The funding is for TWDB Project No. 40018 a Category 1 flood protection planning study of multiple HUC-10 watersheds across Chambers and Liberty Counties, totaling approx. 975 square miles of study area. On December 17, 2020, the TWDB approved the application for financial assistance.

The overall objective of the planning study is to identify existing flood hazards and develop flood mitigation concepts that lead to flood risk reduction projects. The planning study represents a collaborative regional effort initiated by the County with participating political subdivisions, and has included communications with the City of Mont Belvieu, Trinity Bay Conservation District (TBCD), the City of Liberty, the City of Dayton, and Liberty County Water Control and Improvement District No. 5.

The total cost of the study and 25% local match is \$6,208,000.00 and \$1,152,000.00, respectively. The City of Liberty's share of the local match is \$189,629.00. Copies of the Study Overview and Interlocal Agreement are enclosed.

Funding Source: Cambridge Funds will be used for the City's local match.

Staff Recommendation: Staff recommends City Council authorize the City Manager to execute an interlocal agreement with Chambers County for flood Protection Planning for Watersheds.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY,
TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE
LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH
CHAMBERS COUNTY FOR FLOOD PROTECTION PLANNING FOR
WATERSHEDS**

WHEREAS, Chambers and Liberty Counties have experienced severe flooding numerous times within the last five (5) years; and

WHEREAS, this flooding has been attributed to several extreme storm events, most notably Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019; and

WHEREAS, the flooding caused by storm events has resulted in the loss of life, damage to property, and left major roadways impassible for extended periods of time; and

WHEREAS, the cost of flood damages to the communities in Chambers and Liberty Counties emphasizes the need to perform a regional flood protection planning study to better assess existing flood hazards and plan for projects that reduce the risk and damages from flood waters; and

WHEREAS, Chambers County successfully submitted an application for financial assistance to the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) program on October 19, 2020 that will fund TWDB Project No. 40018 which is a Category 1 flood protection planning study of multiple HUC-10 watersheds across Chambers and Liberty Counties, totaling approximately 975 square miles of study area; and

WHEREAS, the overall objective of the planning study is to identify existing flood hazards and develop flood mitigation concepts that lead to flood risk reduction projects; and

WHEREAS, the planning study represents a collaborative regional effort initiated by Chambers County with participating political subdivisions, and has included communications with the City of Mont Belvieu, Trinity Bay Conservation District, the City of Liberty, the City of Dayton, and Liberty County Water Control and Improvement District No. 5; and

WHEREAS, the total cost of the study is \$6,208,000, and the local match is \$1,152,000; and

WHEREAS, the City of Liberty's share of the local match is \$189,629.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the City Manager to execute an interlocal agreement with Chambers County for flood protection planning for watersheds, and authorizes the expenditure of \$189,629.00 in Cambridge funds to pay for the City's share of the local match.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Flood Protection Planning for Watersheds - Chambers County and Study Partners**Texas Water Development Board Project No. 40018****Project Description:**

Chambers and Liberty Counties have experienced severe flooding numerous times within the last 5 years. This flooding is attributed to several extreme storm events, most notably Hurricane Harvey in 2017 (DR-4332) and Tropical Storm Imelda in 2019 (DR-4466). The flooding caused by storm events has resulted in the loss of life, damage to property, and left major roadways impassible for extended periods of time. The cost of flood damages to the communities in Chambers and Liberty Counties emphasizes the need to perform a regional flood protection planning study to better assess existing flood hazards and plan for projects that reduce the risk and damages from flood waters.

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Project Objective:

The overall objective of the planning study is to identify existing flood hazards and develop flood mitigation concepts that lead to flood risk reduction projects. The planning study represents a collaborative regional effort initiated by the County with participating political subdivisions, and has included communications with the City of Mont Belvieu, Trinity Bay Conservation District (TBCD), the City of Liberty, the City of Dayton, and Liberty County Water Control and Improvement District No. 5.

Planning Study Stakeholders and Division of the Work:

Although the planning Study Area consists of multiple large HUC-10 watersheds spanning Liberty and Chambers Counties, the division of work within the Study Area will occur at the smaller HUC-12 sub-basin level. Breaking down the HUC-10 areas into smaller HUC-12 areas provides the necessary level of detail to achieve the overall planning study objective and satisfy specific stakeholder goals.

Refer to Exhibit 1 – Flood Protection Planning Study Area for the overall boundary shown in red. Whole HUC-10 watersheds include 1204020202, 1203020302, 1203020303, and 1204020301. Partial HUC-10 watersheds include 1204020101, 1204020203, and 1204020201.

Refer to Exhibit 2 – Planning Study Area A and B with HUC-12 Boundaries showing smaller HUC-12 areas within the HUC-10. The blue shaded area represents Study Area A and the red shaded area represents Study Area B.

The division of work between Chambers County and its study partners (stakeholders) is as follows:

Chambers County Managed Study Area A - Refer to the table below for a list of the HUC-12s included in Study Area A. Freese and Nichols, Inc. (FNI) is the consultant retained by Chambers County for this effort.

Table – Chambers County Managed Study Area A			
HUC-12	Area (sq mi)	Name	Description
1204020301 06	51.72	Adlong Ditch – Cedar Bayou	Lower Cedar Bayou / Kilgore Rd
1203020303 01	62.18	Old River – Trinity River	West of Trinity River / Liberty / Dayton
1203020303 02	57.41	Old River – Trinity River	West of Trinity River / Liberty / Dayton
1203020303 03	28.79	Old River – Trinity River	East of Trinity River / Liberty
1203020303 05	37.49	Old River – Trinity River	East of Trinity River [Area A]
1203020303 06	14.20	Old River – Trinity River	East of Trinity River [Area A]
1203020303 07	18.90	Old River – Trinity River	East of Trinity River [Area A]
1203020302 01	31.96	Whites Bayou – Turtle Bayou	Liberty / Devers
1203020302 02	37.75	Whites Bayou – Turtle Bayou	
1203020302 03	39.91	Whites Bayou – Turtle Bayou	
1203020302 04	33.02	Whites Bayou – Turtle Bayou	
1204020201 01	17.81	East Fork Double Bayou	
1204020201 02	32.38	East Fork Double Bayou	
1204020201 03	27.81	East Fork Double Bayou	Outfall to Trinity Bay
1204020201 04	34.31	West Fork Double Bayou	
1204020201 05	8.02	West Fork Double Bayou	
1204020202 00	67.34	Spindletop Bayou	
1204020202 01	4.62	Spindletop Bayou	
1204020203 01	12.27	Spindletop Ditch – Oyster Bayou	Winnie / Stowell [Partial]
1204020203 02	0.37	Spindletop Ditch – Oyster Bayou	Winnie / Stowell [Partial]
1204020203 03	11.64	Spindletop Ditch – Oyster Bayou	I-10 East Corridor [Partial]
1204020203 04	8.31	Spindletop Ditch – Oyster Bayou	I-10 East Corridor [Partial]
1204020203 06	23.15	Spindletop Ditch – Oyster Bayou	I-10 East Corridor [Partial]
1204020203 07	4.19	Spindletop Ditch – Oyster Bayou	I-10 East Corridor [Partial]
1204020101 01	2.03	Lower Neches Valley Authority Canal – Taylor Bayou	[Partial]
1204020101 04	9.38	Lower Neches Valley Authority Canal – Taylor Bayou	[Partial]
1204020101 06	17.48	Lower Neches Valley Authority Canal – Taylor Bayou	Winnie / Stowell [Partial]

City of Mont Belvieu Managed Study Area B - Refer to the table below for a list of the HUC-12s included in Study Area B. Cobb Fendley and Associates, Inc. (CFA) is the consultant retained by the City of Mont Belvieu.

Table – City of Mont Belvieu Managed Study Area B			
HUC-12	Area (sq mi)	Name	Description
1204020301 01	21.94	Adlong Ditch – Cedar Bayou	
1204020301 02	37.21	Adlong Ditch – Cedar Bayou	
1204020301 03	33.84	Adlong Ditch – Cedar Bayou	
1204020301 04	47.45	Adlong Ditch – Cedar Bayou	
1204020301 05	21.57	Adlong Ditch – Cedar Bayou	
1203020303 04	24.51	Old River – Trinity River	
1203020303 05	12.95	Old River – Trinity River	West of Trinity River [Area B]
1203020303 06	33.15	Old River – Trinity River	West of Trinity River [Area B]
1203020303 07	45.72	Old River – Trinity River	West of Trinity River [Area B]

Exhibit 1 – Flood Protection Planning Study Area

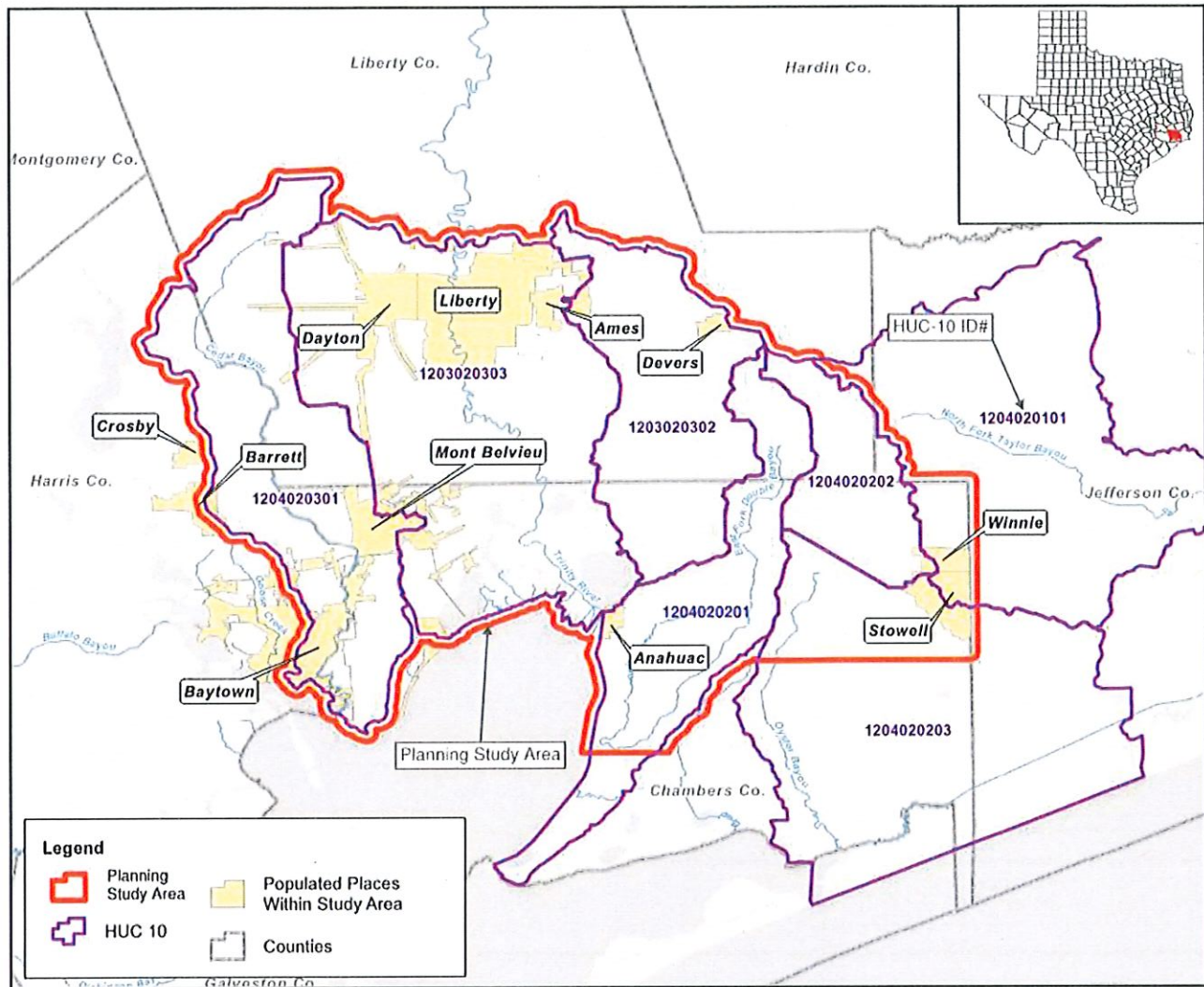
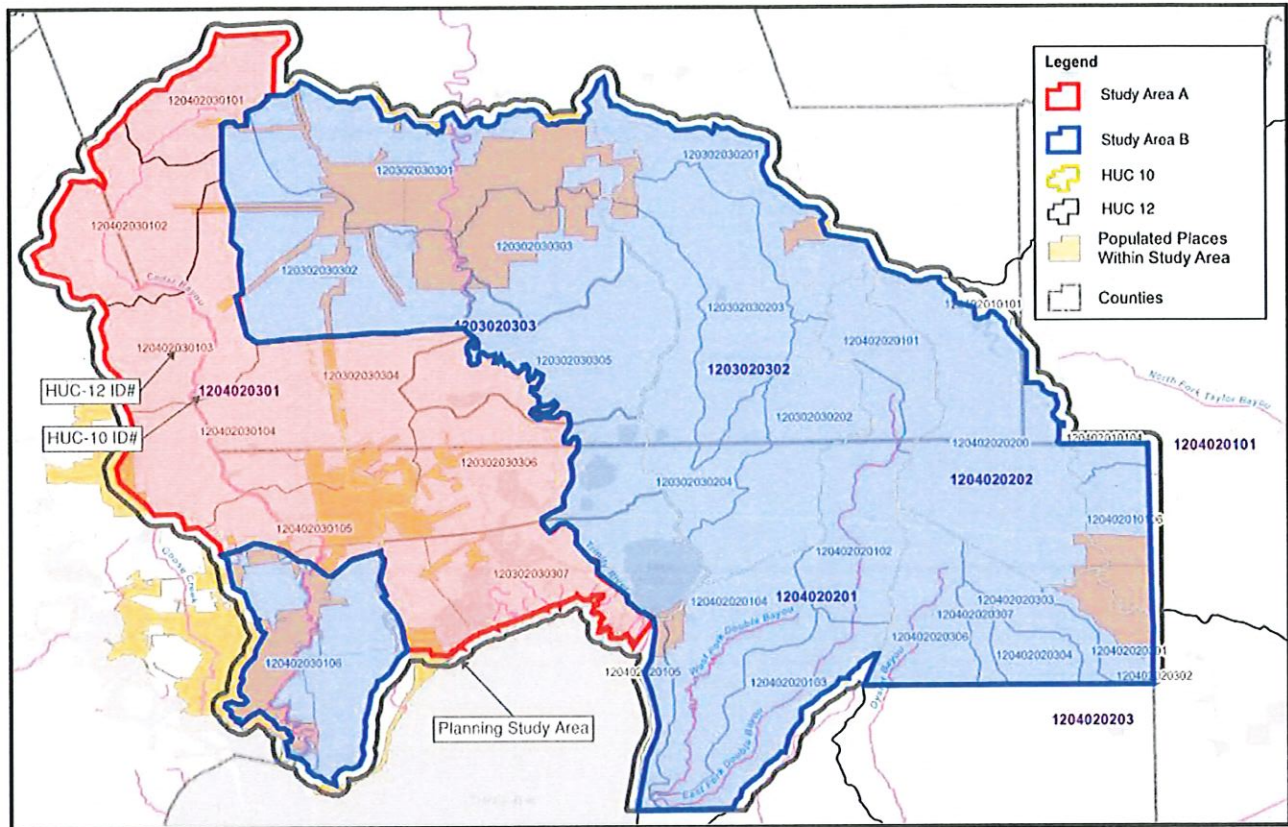


Exhibit 2 – Planning Study Areas A and B with HUC-12 Boundaries



The following sections summarize Planning Study Cost, Scope, and Schedule:

PLANNING STUDY COST (TWDB-FIF Application)

The statement of funding included in the TWDB-FIF application identified the Total Project Cost (planning study cost) and required a planning-level Task Budget break-down. For Category 1 Flood Protection Planning for Watersheds, if the Annual Median Household Income (AMHI) of the study area > 75% and ≤ 125% of the state-wide AMHI, then the percent of Total Project Cost will be 75% grant with 25% local share.

- HUC-10 AMHI = \$ 72,494
- Texas AMHI = \$ 59,570
- % Texas AMHI = 122%

Table – Planning Study Cost Summary

Sources of Funding	Amount (\$)	Percent of Total Project Cost
Local Contribution	\$ 1,552,000	25%
TWDB FIF Grant	\$ 4,656,000	75%
TOTAL PROJECT COST	\$ 6,208,000	100%

Table – Planning Study Task Budget

Task	Description	% of Total	Amount
1.0	Project Management and Coordination	10.0%	\$ 620,800
2.0	Data Collection and Review	9.0%	\$ 558,720
3.0	Existing Conditions Flood Hazard Assessment	30.5%	\$ 1,893,440
4.0	Flood Mitigation Planning	42.5%	\$ 2,638,400
5.0	Final Deliverables	5.0%	\$310,400
6.0	Grant Management (Applicant)	3.0%	\$ 186,240
Total Task Budget =		100%	\$ 6,208,000

Planning Study Cost Development

The planning study cost was developed based on the anticipated level of study detail necessary to identify existing flood hazards and perform flood mitigation planning. Each level of study detail is defined (as noted below) and assigned a cost per square mile value based on FNI historical database of similar projects in Texas.

The following levels of study detail were established:

- *Low Detail* – Typically undeveloped rural areas. Simplified hydrology and 1D unsteady flow hydraulic modeling of large riverine drainage features. [\$ 2,234 per sq mi]

- *Medium Detail* – Low to moderate developed areas and fringe areas of municipalities. Standard hydrology, 1D unsteady flow hydraulic modeling of large riverine and major local channel drainage features. [\$ 5,872 per sq mi]
- *High Detail* – Highly developed, urbanized areas. Detailed hydrology and high resolution open channel hydraulic modeling of local drainage features. Limited 1D/2D and closed conduit (major storm sewer trunkline) modeling to identify sources of flood risk. [\$ 23,623 per sq mi]

Utilizing current land cover data, the ratio of actual developed area to total area for each HUC-12 was calculated. Each HUC-12 was then assigned a weighted percentage of low, medium, and high detail cost per square mile and a total cost per HUC-12 area was calculated. The table below shows the total square miles each in Study Areas A and B, the square miles of low, medium, and high study detail, the aggregate low, medium, and high detail cost each in Study Areas A and B, the grant and local share % break down, and the planning study cost for Study Area A, Study Area B, and the overall Total Project Cost.

Planning Study Partners and Cost-Share by Study Area

Table – Planning Study Cost-Share Breakdown					
	Area (sq mi)	Detail Cost	75% Grant	25% Local Share	Study Cost ¹
Study Area A	694.44		\$ 2,933,677	\$ 977,892	\$ 3,911,570
<i>Low</i>	289.84	\$ 673,589			
<i>Medium</i>	356.03	\$ 2,090,599			
<i>High</i>	48.57	\$ 1,147,382			
Study Area B	280.35		\$ 1,722,323	\$ 574,108	\$ 2,296,430
<i>Low</i>	12.15	\$ 28,234			
<i>Medium</i>	229.14	\$ 1,345,526			
<i>High</i>	39.06	\$ 922,670			
TOTALS	974.79		\$ 4,656,000	\$ 1,552,000	\$ 6,208,000

Notes:

(1) Study Cost is based on the sum of low, medium, high study detail cost per square mile.

Table – Planning Study Budget (after Grant Management Costs)		
	% of Study Cost	Study Cost
Study Area A		\$ 3,911,570
<i>Grant Mgmt and Reporting (Applicant) ¹</i>	3%	(\$ 132,677)

Chambers County TWDB Project No. 40018
ILA Project Info 02-22-2021

Overall Study Mgmt incl. TWDB Coord ²	3%	(\$ 113,367)
Study Area A Budget		\$ 3,665,526
Study Area B		\$ 2,296,430
Grant Mgmt and Reporting (Applicant) ¹	3%	(\$ 53,563)
Overall Study Mgmt incl. TWDB Coord	0%	(\$ 0.00)
Study Area B Budget		\$ 2,242,867

Notes:

- (1) Grant management and reporting to TWDB over 3-year period based on 3% of Total Project Cost and shared based on Study Area A / Total Study Area * 100% = 71%, Study Area B / Total Study Area * 100% = 29%. Applicant is Chambers County.
- (2) Applicant is responsible for overall study management and deliverables to TWDB in accordance with requirements of the grant program.

PLANNING STUDY SCOPE (TWDB-FIF Application)

The scope of services included in the TWDB-FIF application proposed the general layout and progression of tasks for the watershed planning study as shown below.

Task	Description
1.0	Project Management and Coordination
2.0	Data Collection and Review
3.0	Existing Conditions Flood Hazard Assessment
4.0	Flood Mitigation Planning
5.0	Final Deliverables
6.0	Grant Management (Applicant)

Planning Study Partners, Scope of Services, and Roles

Chambers County is ultimately responsible for the planning study deliverables, including communication with TWDB and compiling the work product from Study Area A and B. A general description of the division of work from a scope of services standpoint is provided below:

Chambers County Managed Study Area A - Perform flood hazard assessment, flood mitigation planning, project management, develop and submit draft and final planning study report to TWDB that includes the Engineering Feasibility Report (EFR) content described in Form TWDB-0554. As the Applicant, the County will be the single point of contact for all communication with TWDB. This scope of work is limited to keeping the overall planning study on schedule, mapping the level of study detail for the overall combined study area, and assembling the information collected from the study partner's consultant to generate a final planning study report deliverable to

TWDB of the combined study area. The County is not responsible for establishing study partner consultant's H&H assumptions, methodology, or quality standards.

City of Mont Belvieu Managed Study Area B - Perform flood hazard assessment, flood mitigation planning, project management, develop planning study work product that includes the EFR content described in Form TWDB-0554. Attend progress meetings, adhere to overall project schedule, and coordinate with FNI regarding compilation of the draft and final planning study report to TWDB. Manage and document public engagement meetings related to Study Area B to present planning study progress updates to the community. Develop communications materials (written and exhibits) suitable to convey information to the public. Provide responses to requests for information related to Study Area B. TWDB minimum standards and methodology for hydrologic and hydraulic (H&H) modeling are set out in Form TWDB-0554.

Planning Study Scope Development and TWDB Guidance

As previously noted, Form TWDB-0554 provides guidance regarding the minimum content required for an EFR submittal. Several key pieces of information required by the EFR guidance are listed below:

- The future land use of the area to be served by the proposed project (through 30-year projection) and the land use for which the project was designed. Recommend proposed project account for 30-year needs and build for at least 10-year needs or the term of the funding loan.
- Discussion of any stormwater related enforcement actions within the proposed project area and the NFIP status of the Applicant.
- Discussion of joint watershed management strategies and relationship between the EFR and identified regional flood mitigation strategies.
- Utilize the best available rainfall values, defined as values sourced from the NOAA Atlas 14, Volume 11.
- Provide a 2D H&H model of the affected watershed, as applicable, which accounts for the 50%, 20%, 10%, 4%, 2%, 1%, and 0.2% annual exceedance probability (AEP) events and identification of the project's design rainfall event (level of service).
- A rigorous alternatives analysis is anticipated within the EFR. Addressing the possibility of exceedance broadens the analysis of alternatives to consider the resilience of each alternative. Resilience as applied to flood infrastructure captures the reaction of an alternative to flood events resulting in exceedance, failure, recovery, and reimplemention of the infrastructure.

Deliverables established at milestone Task 3.0 Existing Conditions Flood Hazard Assessment generally include:

- Technical Memorandum (TM) detailing the methodology, development, and findings from the existing conditions flood hazard assessment task, including related exhibits and tables.
- Inundation mapping for the 100- and 500-year frequency events.
- Existing Conditions H & H Models.
- GIS data supporting modeling and calibration efforts in geodatabase format.

- Supporting parameter calculation spreadsheets or other related files.
- Stream and precipitation gage information utilized for historical storms.

Deliverables established at milestone Task 4.0 Flood Mitigation Planning generally include:

- TM detailing methodology, development, and findings from the proposed flood mitigation planning task, including related exhibits and tables.
- Metrics used for preliminary screening and subsequent scoring and ranking of flood mitigation alternatives.
- Evaluation of the effectiveness of the selected flood mitigation alternatives.
- BCA calculation and basis for data used to develop a BCR for selected flood mitigation alternatives.
- Progression of alternative to conceptual project development and layout.
- Ranked list of recommended flood mitigation projects, including implementation and phasing.
- Phase I PER scope of work for highest priority flood mitigation project.

PLANNING STUDY SCHEDULE (TWDB-FIF Application)

The proposed total duration for this study is thirty-six (36) months. See below for an estimate of project schedule by Task:

Table – Planning Study Duration		
Task		Duration
1.0	PROJECT MANAGEMENT AND COORDINATION	36 Months
2.0	DATA COLLECTION AND REVIEW	6 Months
3.0	EXISTING CONDITIONS FLOOD HAZARD ASSESSMENT	12 Months
4.0	FLOOD MITIGATION PLANNING	18 Months
5.0	FINAL DELIVERABLES	3 Months
Total Project Duration =		36 Months

Study Partners City of Liberty and City of Dayton

Table – Chambers County Managed Study Area A			
HUC-12	Total Area (sq mi)	City of Liberty Area	City of Dayton Area
1203020303 01	62.18	43.53 (~70%)	18.65 (~30%)
1203020303 02	57.41	21.24 (~37%)	36.17 (~63%)
1203020303 03	28.79	28.79 (100%)	0.00 (0%)
		93.56	54.82

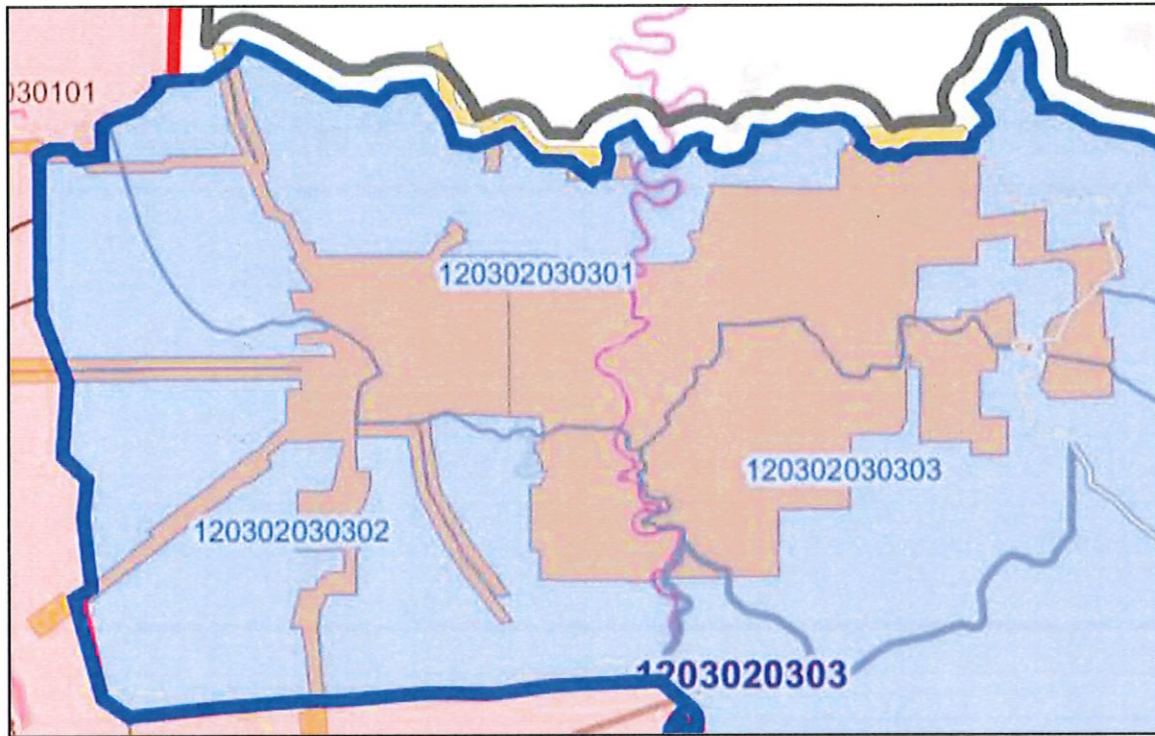
Table – Planning Study Cost-Share Breakdown					
	Area (sq mi)	Detail Cost	75% Grant	25% Local Share	Study Cost ¹
<i>Low</i>	<i>0.00</i>	<i>\$ 0</i>			
<i>Medium</i>	<i>129.70</i>	<i>\$ 761,595</i>			
<i>High</i>	<i>18.68</i>	<i>\$ 441,363</i>			
<i>City of Liberty</i>			\$ 568,889	\$ 189,629	\$ 758,518
<i>City of Dayton</i>			\$ 333,331	\$ 111,110	\$ 444,441
TOTALS	148.38		\$ 902,219	\$ 300,740	\$ 1,202,959

Notes:

(1) Study Cost is based on the sum of low, medium, high study detail cost per square mile.

Exhibit – Detail of Planning Study Area – Liberty and Dayton

Chambers County TWDB Project No. 40018
ILA Project Info 02-22-2021



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Attachment: Liberty Chambers Flood Protection Planning Project June 8 2021 (RES-2021-32 : Flood Protection Planning for Watersheds)

INTERLOCAL AGREEMENT BETWEEN CHAMBERS COUNTY
AND
THE CITY OF LIBERTY
for Texas Water Development Board Flood Infrastructure Fund
Project No. 40018

This Memorandum of Understanding is made and entered into effective as of the **DATE** by and between Chambers County ("COUNTY"), a political subdivision of the State of Texas, and the City of Liberty ("CITY") (collectively, the "Parties").

WHEREAS, COUNTY and CITY, pursuant to the provisions of Chapter 791, Interlocal Cooperation Act, Texas Government Code, as amended have determined that it would be in the best interest of COUNTY and CITY and to the inhabitants of Chambers County, Texas, the City of Liberty, Texas and other areas impacted by the proposed project that the parties enter into this Agreement for the purpose of the COUNTY completing a comprehensive drainage plan study as described herein (the "Project") for the use and benefit of COUNTY and its inhabitants.

WHEREAS, the "Project" consists of Texas Water Development Board (TWDB) Flood Infrastructure Fund Project No. 40018, which is the completion of a comprehensive drainage, plan study and single combined report. The Project was approved by TWDB Action on September 17, 2020 as named by the TWDB "Flood Protection Planning for Watersheds – Chambers County and City of Mont Belvieu." The total estimated Project Cost is defined as \$6,208,000 with an eligible grant reimbursement amount equal to 75 percent and nonreimbursable match of 25 percent of total project cost.

WHEREAS, prior to the submission of application, the COUNTY and CITY agreed to the share of geographic boundaries, grant amounts and general scope of work, which will be further, described in detail herein and in Exhibit A.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party agrees as follows:

1. The COUNTY shall remain the direct contracting party between the TWDB as to the Grant and shall assume all responsibilities under the Grant save and except for the CITY's pre-agreed upon portion of the Project.
2. Upon written request, the COUNTY and CITY agree to supply each other with copies of all correspondence sent to and received from any federal, state or local government authorities or agencies concerning the project. Should any meeting or hearing, whether onsite or offsite, regarding the CITY's operations on the Project be required, the CITY agrees to notify the COUNTY at least ten (10) days prior to the date and time of the event, and a COUNTY representative shall have the right to be present;
3. The CITY shall:

- a. Work closely with the COUNTY as needed to develop aligned goals for outcomes and deliverables for the project such that a cohesive final deliverable is provided to the TWDB at the conclusion of the project.
 - b. Complete all Project-related work by appropriate deadlines set forth by the TWDB and/or COUNTY;
 - c. Conduct all activities related to this project in compliance with all applicable laws and in accordance with the terms of this Agreement;
 - d. Be responsible for the safety of its employees, agents, representatives and contractors, and have full responsibility to identify any hazardous conditions present;
 - e. Allow the COUNTY and TWDB to inspect, examine, review, audit and copy all records of the CITY's related to this Agreement and the Project and to retain such records in accordance with the grant.
 - f. Cooperate with the COUNTY to effectuate the purposes of and comply with the grant, including to the extent applicable, compliance und 2 CFR 200 et al.
4. The CITY, in consideration for completion of their portion of the Project, shall pay the COUNTY their portion of match funds for work completed on HUCs associated with the CITY's interests as outlined in Attachment A. Notwithstanding anything herein to the contrary, in no event shall CITY be required to pay COUNTY any amount in excess of \$189,629 for the Project in consideration of the COUNTY's performance hereunder. Such consideration shall be paid by the CITY to the COUNTY in accordance with the Grant during the term of the study and final payment shall be made within thirty (30) days after CITY receives from COUNTY a final invoice detailing the remaining costs incurred by the COUNTY to ensure the invoice is accurate and in accordance with the terms of this Agreement. All payments from CITY to COUNTY hereunder shall be paid in full from current revenues available to CITY. COUNTY shall INVOICE CITY for work completed related to the project. CITY shall pay each invoice submitted by the COUNTY within thirty (30) days of the CITY's receipt of the invoice.
5. During the completion of the Project, if the COUNTY and/or TWDB determine any noncompliance with agreed upon scope of work, COUNTY shall immediately cease and desist completion of the Project and will attempt to satisfy any issues of noncompliance within a period of 30 days.
6. In the completion of the Project, both COUNTY agrees:
- a. Engineering Criteria
 - i. Rainfall data will be updated to follow Atlas-14. Chambers County Drainage Criteria will be used. For the sake of consistency, if Chambers County Criteria requires supplemental criteria,

hydrologists from both consultant teams will need to concur on said supplemental criteria.

b. Work Deliverables

- i. A single report will be submitted to the TWDB that details work completed as part of this grant project. The teams will be meet at the 30/60/90 stage of work to develop the format of the report.

7. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COUNTY AND CITY AGREE TO MUTUALLY INDEMNIFY, DEFEND AND HOLD EACH OTHER, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, COMMISSIONERS, ELECTED OFFICIALS, SHAREHOLDERS, PARTNERS, PERSONAL REPRESENTATIVES, HEIRS, LEGATEES, ATTORNEYS AND AGENTS (COLLECTIVELY HEREIN THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES, FINES, PENALTIES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS INCURRED IN CONNECTION THEREWITH) RESULTING FROM ANY ACTUAL OR ALLEGED INJURY (INCLUDING DEATH) OF ANY PERSON OR FROM ANY ACTUAL OR ALLEGED INJURY (INCLUDING DEATH) OF ANY PERSON OR FROM ANY ACTUAL OR ALLEGED LOSS OF OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE COMPLETION OF THE PROJECT UNDER THIS AGREEMENT AND THE COUNTY'S ADMINISTRATION OF THE GRATNS UNDER THIS AGREEMENT, AND AS TO EACH INDEMNIFIED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT WHICH CAUSED THE DAMAGE OR INJURY MADE THE BASIS OF A CLAIM OR SUIT.
8. In the even there is a default of this Agreement by a party, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the party in default shall have thirty (30) days to cure any such default. Failure by the defaulting party to cure its default during such cure period shall result in a breach of this Agreement, and the non-defaulting party may terminate this Agreement and pursue remedies available hereunder, at law, or in equity.
9. The Parties agree to the following miscellaneous terms:
 - a. CITY shall not assign or subcontract this Agreement or its obligations hereunder without the written consent of COUNTY.
 - b. Notices hereunder shall be sent by certified U.S. mail, postage prepaid, return receipt requested at the following addresses:

If to COUNTY:

Chambers County, Texas
 Attention: Presiding County Judge
 404 Washington Ave
 Anahuac, TX 77514

If to CITY:

PLEASE PROVIDE THIS ADDRESS

- c. This Agreement and the performance thereof shall be governed, interpreted and regulated by the laws of the State of Texas. This Agreement contains the entire agreement of the parties. This Agreement can be amended, or any right or provision waived, only by a written document signed by both parties. This Agreement is deemed performable in Chambers County, Texas and all other areas where project is completed. Any and all suits related to this Agreement shall be instituted and maintained in Chambers County, Texas.
- d. Nothing in this Agreement shall be construed to waive either party's right to immunity.
- e. The parties represent and warrant that they have the authority to enter into this Agreement.
- f. In the event that any provision of this Agreement shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the extent practicable, be deemed to be validated and enforceable. This Agreement may be executed in separate counterparts, and electronic copies of this Agreement shall be enforceable as if such a copy was an original document. This Agreement shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.
- g. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or enforcing or establishing its rights hereunder, including, , court costs.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Proposed Projects and Funding

7.A.5

RESOLUTION 2021-33

DOC ID: 5112

Department: Public Works

Subject: Utility Line Extension Agreement

Background: The new Sheriff's Office and Annex will require the extension of water and sanitary lines to serve this development. The County has agreed to install the water line, on a separate easement, from the intersection Hwy 146 and the North Water Plant Road to the north approximately 200 feet. The only charge to the County for the water line extension is the cost of the water meter. The sanitary sewer line will require an extension from the end of the existing line, in front of PLC, to approximately 1,100 feet to the north. The sanitary sewer line extension agreement will be in accordance with the City's current line extension ordinance. Under the guideline of the line extension ordinance, the entity requesting the line is extension is responsible for the engineering and construction costs associated with the line extension. The entity is also eligible to receive pro rata reimbursement for any person or entity that ties into the line extension within 10 years of the installation. The estimated cost for engineering and construction associated with the sanitary line extension are \$65,000.00 and \$200,000.00, respectively.

Funding Source: All costs for engineering and construction will be reimbursed by Liberty County.

Staff Recommendation: Staff recommends approval of the resolution authorizing the City Manager to execute an interlocal agreement for utility line extension with Liberty County.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY,
TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE
LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY
MANAGER TO EXECUTE A UTILITY LINE AGREEMENT WITH
LIBERTY COUNTY**

WHEREAS, the new Sheriff's Office and County Annex will require the extension of water and sanitary sewer lines to serve this development; and

WHEREAS, the County has agreed to install the water line, on a separate easement, from the intersection of Hwy 146 and the North Water Plant Road to the northern boundary of the County's property; and

WHEREAS, the sanitary sewer line will require an extension from the end of the existing line, in front of PLC, to approximately 1,100 feet to the north; and

WHEREAS, the sanitary sewer line extension agreement will be in accordance with the City's current line extension ordinance; and

WHEREAS, under the guidelines set out in the line extension ordinance, the entity requesting the line extension is responsible for the engineering and construction costs associated with the line extension; and

WHEREAS, the entity is also eligible to receive pro rata reimbursement for any person or entity that ties into the line extension within ten (10) years of the installation; and

WHEREAS, the estimated costs for engineering and construction associated with the sanitary line extension are \$65,000.00 and \$200,000.00 respectively.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby authorizes the City Manager to execute the utility line agreement with Liberty County attached as Exhibit "A".

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

INTERLOCAL AGREEMENT

This agreement ("Agreement") is made and entered into between the City of Liberty, Texas, a home-rule municipal corporation of the State of Texas ("City"), acting by and through Tom Warner, its duly authorized City Manager, and Liberty County, a political subdivision of the State of Texas located in Liberty County, Texas ("County"), acting by and through Jay Knight, its duly authorized County Judge.

RECITALS

This Agreement is made under the authority granted to County and City pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, the parties recognize that the purpose of the Interlocal Cooperation Act is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS, County is the owner of that certain 39.82-acre tract of land located in the City of Liberty, said property being situated in the B.W. Hardin League, Abstract No. 47, Liberty County, Texas, said property being further described in Instrument No. 2020-031452 in the Official Public Records of Liberty County, Texas (the "County Property"); and

WHEREAS, the County Property does not currently have access to the City's sewer and water service; and

WHEREAS, County desires to have City water and sewer service extended to the northern boundary of the County Property along State Highway 146 to enable future development of the County Property; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of services.

NOW, THEREFORE, the City of Liberty and Liberty County, in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of both entities, promise and agree as follows:

AGREEMENT

1.

County agrees to construct and install, at its sole expense, any and all water line(s) necessary to provide City water service to the northern boundary of the County's Property along State Highway 146 in accordance with City's standards and specifications. County agrees to follow the City's requirements regarding the specifications, size, and manner of the water line

installed. Furthermore, County agrees to give City a twenty foot (20') wide utility easement on the County Property along the frontage of State Highway 146 where the water line is located.

2.

City agrees to construct and install, at County's sole expense, any and all sewer line(s) necessary to provide City sewer service to the northern boundary of the County Property along State Highway 146 in accordance with City's standards and specifications. County shall pay for all engineering and installation expenses related to the sewer line extension.

3.

City agrees that the extension of water and sewer service to the County Property as set forth herein shall be performed in accordance with the City's Code of Ordinances.

Specifically, Section 13.03.007 of the City's Code of Ordinances provides that owners of lots or developments who participate under the City's water and sewer line extensions policy in the cost of sewer or water line extensions to their lots or sites, which expressly includes County as it relates to the extension of water and sewer service to the County Property, 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.

4.

The term of this Agreement is for a period beginning on the date of final execution of this Agreement by both parties and lasting indefinitely.

5.

County and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed fifteen (15) days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

6.

County and City covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

7.

County and City, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.

8.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

9.

The failure of County or City to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or

relinquishment to any extent of County's or City's right to assert or rely upon any such term or right on any future occasion.

10.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Liberty County, Texas.

11.

The governing bodies of County and City have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of County and City to sign this Agreement on behalf of the governing bodies.

12.

This written instrument constitutes the entire agreement by the parties hereto concerning the property and services to be transferred and performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

13.

The parties agree that this Agreement may be executed in duplicate originals.

14.

Notices to County shall be deemed given when delivered in person to the County Judge, or the next business day after the mailing of said notice addressed to said County by United States mail, certified or registered mail, return receipt requested, and postage paid at 1923 Sam Houston St., Suite 201, Liberty, TX 77575.

Notices to City shall be deemed given when delivered in person to the City Manager, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 1829 Sam Houston St., Liberty, TX 77575.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to multiples in Liberty County, Texas, this ____ day of _____, A.D. 2021.

ATTEST:

CITY OF LIBERTY

City Secretary

Tom Warner
City Manager, City of Liberty

ATTEST:

LIBERTY COUNTY

Jay Knight
Liberty County Judge

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Permits

RESOLUTION 2021-34

DOC ID: 5115

Department: Community Development

Subject: Permit Fees

Background: The Liberty County Judge is requesting the permit fees for the new Sheriff's Office and Annex be waived by the City of Liberty. As submitted, the City's permit fees for the Sheriff's Office and Annex are \$13,128.00 and \$3,261.50, respectively. These fees partially cover the cost of plan review and inspections by the Building Official, Fire and Public Works Departments. The extension of utilities will be under a separate agreement with the County in accordance with the City's Line extension Ordinance.

Funding Source: If the fees are waived, the General Fund will receive less revenue.

Staff Recommendation: Staff offers the following comments regarding the waiver of these fees:

- 1) The construction of these facilities will serve to the benefit of the entire County and not just the citizens of Liberty,
- 2) The County does not currently waive various fees, such as filing fees, for the City.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DENYING LIBERTY COUNTY'S REQUEST FOR THE CITY TO WAIVE PERMIT FEES FOR THE LIBERTY COUNTY SHERIFF'S OFFICE AND ANNEX.

WHEREAS, the Liberty County Judge is requesting the permit fees for the new Sheriff's Office and Annex be waived by the City of Liberty; and

WHEREAS, as submitted, the City's permit fees for the Sheriff's Office and Annex are \$13,128.00 and \$3,261.50, respectively; and

WHEREAS, these fees partially cover the cost of plan review and inspections by the Building Official, Fire and Public Works Departments; and

WHEREAS, the extension of utilities will be under a separate agreement with the County in accordance with the City's line extension ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby DENIES Liberty County's request for the City to waive permit fees for the Liberty County Sheriff's Office and Annex.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Project Updates

RESOLUTION 2021-35

DOC ID: 5116

Department: Public Works

Subject: WWTP Mitigation Improvements and Outfall Replacement

Background: During the construction of the new outfall for the WWTP, the contractor determined there was a conflict between the outfall pipe and a previously unknown/unlocated water line. The conflict between the two pipes will require the construction of a cast in place structure at the conflict point. The contractor indicated that the outfall was on their critical path and that any delays could result in delay damages, including mobilization and demobilization costs. To avoid any delay damages, the City Manager authorized approval of the change order. The cost of the change order is \$33,544.42. the amount of this change order will be offset by an anticipated reduction in the final quantities installed.

Fiscal Impact: This is a Hazard Mitigation Grant Project through the State and is funded 75% Federal/State with a local 25% match.

Staff Recommendation: Staff recommends approval of the resolution ratifying the City Managers approval of Change Order #1.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, RATIFYING THE CITY MANAGER'S APPROVAL OF CHANGE ORDER NUMBER 1 RELATED TO THE WASTEWATER TREATMENT PLAN PROJECT

WHEREAS, during construction of the new outfall for the wastewater treatment plant (WWTP), the contractor determined there was a conflict between the outfall pipe and a previously unknown/unlocated water line requiring the construction of a cast in place structure at the conflict point; and

WHEREAS, the contractor indicated that the outfall was on their critical path and that any delays could result in delay damages, including mobilization and demobilization costs; and

WHEREAS, to avoid any delay damages, the City Manager authorized approval of the change order costing \$33,544.42; and

WHEREAS, the cost of this change order will be offset by an anticipated reduction in the final quantities installed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Texas hereby ratifies the City Manager's approval of change order #1 related to the wastewater

Resolution 2021-35
Page 2
treatment plant project.

City Council Meeting

June 8, 2021

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.B.1

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Golf Course

INFORMATION ITEM (ID # 5120)

DOC ID: 5120

Department: Economic & Community Development

Subject: Golf Course



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.D.1

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION 2021-16

DOC ID: 5118

Subject: Action Taken Following an Executive Session

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.

LCDC: The LCDC is managed by a Board of Directors comprised of 7 members, each of whom shall be a resident of the City. All members serve 2-year terms. **Four (4) members shall be persons who are not employees, officers of the City, or members of City Council.**

The LCDC was created to promote economic development within the city in order to eliminate unemployment and to promote or develop new or expanded business enterprises, including drainage related and other public improvements. This Board normally meets on the third Tuesday of each month, however, may meet at other times during the month, as necessary.

Those members whose terms expire are: Mark Campbell, Kathrine McCarty, and Dan VanDeventer. There are **NO** term limits for this Board.

Other Board Members are: Dennis Beasley, Barbara Norwood, Julie Hebert and Michael Dorsett, Jr.

The City has applications from the following individuals who have indicated their interest in the LCDC: All current board members Mark Campbell, Kathrine McCarty, and Dan VanDeventer.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.D.2

Meeting: 06/08/21 06:00 PM

Department: Administration
Category: Executive Session Items

COUNCIL ACTION 2021-17

DOC ID: 5119

Subject: Action Taken Following an Executive Session

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.

PLANNING AND ZONING COMMISSION - Responsible for review of public improvements, civic improvements, city planning, and issues relating to streets, public utilities, traffic, and such other matters relating to city improvements as the Commission and City Council deem beneficial to the City. The Commission consists of 5 members, and Council may appoint 2 alternates, each of which serve 3-year terms. Members may serve 3 consecutive terms. Meetings are held, as necessary, on a Wednesday at Noon. Meetings last an hour or less.

Members with Expiring Terms

- Kim Anderson - May 2021 - Term Limits have been fulfilled.
- Emily Cook - May 2021 - Still has two terms that can be applied for. No response received as of 05/04/2021.
- 2 Alternate Positions that are vacant.

Other Members are: Tyler Jackson, Ryan Daniel, and Rick Jenner

The City has applications from the following individuals who have indicated their interest in the P&Z: Cody Abshier, Lindsay Lawrence and current member Emily Cook.